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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION OF THE UNITED STATES AND THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED, AND WILL NOT BE ABLE, TO PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus, electronically or otherwise, to any other person and in particular to any U.S. person or to any U.S. address. Failure to comply with this directive may result in a violation of the Securities Act or the applicable securities laws of other jurisdictions.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Notes in any jurisdiction where offers, solicitations, or sales are not permitted by law.

By accessing the Prospectus, you shall be deemed to have confirmed and represented to daa finance plc (the “**Issuer**”) that (a) you understand and agree to the terms set out herein, (b) you consent to delivery of the Prospectus by electronic transmission, (c) you are not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia, (d) you will not transmit the Prospectus (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person and (e) you acknowledge

that you will make your own assessment regarding any legal, taxation or other economic considerations with respect to your decision to subscribe for or purchase any of the Notes.

The Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of the Prospectus is only being made to those persons falling within Article 19(5) or Article 49(2)(a) to (e) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or to other persons to whom this Prospectus may otherwise be distributed without contravention of section 21 of the Financial Services and Markets Act 2000, or any person to whom it may otherwise lawfully be made. This communication is being directed only at persons having professional experience in matters relating to investments and any investment or investment activity to which this communication relates will be engaged in only with such persons. No other person should rely on it.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer or any person who controls the Issuer or any director, officer, employee or agent of any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Issuer, the Guarantor, Barclays Bank PLC, BNP PARIBAS or The Royal Bank of Scotland plc.



daa finance plc

(incorporated with limited liability under the laws of Ireland)

€400,000,000 1.554 per cent. Notes due 2028

guaranteed by

daa plc

(incorporated with limited liability under the laws of Ireland)

On 7 June 2016, or such other date as daa finance plc (the “**Issuer**”), daa plc (the “**Guarantor**” or “**daa**”) and Barclays Bank PLC, BNP PARIBAS and The Royal Bank of Scotland plc (together, the “**Joint Lead Managers**”) may agree (the “**Closing Date**”), the Issuer will issue €400,000,000 1.554 per cent. notes due 2028 (the “**Notes**”).

Unless previously redeemed or cancelled, the Notes will be redeemed at their principal amount on 7 June 2028 (the “**Maturity Date**”). The Notes are subject to redemption in whole at their principal amount at the option of the Issuer at any time in the event of certain changes affecting taxation in Ireland. The Issuer may redeem the Notes in whole, but not in part, at any time after 7 March 2028 on giving not less than 30 nor more than 60 days’ notice to the Noteholders. See the section herein entitled “*Terms and Conditions of the Notes – Redemption and purchase*”.

The Notes will bear interest from 7 June 2016 at the rate of 1.554 per cent. per annum payable annually in arrear on 15 December in each year commencing on 15 December 2016, save that the first payment of interest, to be made on 15 December 2016, will be in respect of the period from and including the Closing Date to but excluding, 15 December 2016 and the last payment of interest to be made on 7 June 2028 will be in respect of the period from and including 15 December 2027 to but excluding 7 June 2028 as more particularly described in the section herein entitled “*Terms and Conditions of the Notes – Interest*”. Payments on the Notes will be made in euro without deduction for or on account of taxes imposed or levied by Ireland unless such deduction is required by law, in which case refer to the section herein entitled “*Terms and Conditions of the Notes – Taxation*”.

daa will unconditionally and irrevocably guarantee the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes (the “**Guarantee**”).

This Prospectus has been approved by the Central Bank of Ireland, as competent authority under Directive 2003/71/EC, as amended, (the “**Prospectus Directive**”). This Prospectus comprises a prospectus for the purposes of the Prospectus Directive. The Central Bank of Ireland only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to The Irish Stock Exchange plc (the “**Irish Stock Exchange**”) for the Notes to be admitted to the official list (the “**Official List**”) and trading on its regulated market (the “**Main Securities Market**”). The Main Securities Market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC.

The Notes and the Guarantee have not been, and will not be, registered under the Securities Act 1933, as amended (the “**Securities Act**”) of the United States of America (the “**United States**”). The Notes are subject to United States tax law requirements. The Notes are being offered outside the United States by the Managers (as defined in the section herein entitled “*Subscription and Sale*”) in

accordance with Regulation S under the Securities Act (“**Regulation S**”) and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Notes will, when issued, be assigned an A- rating by Standard and Poor’s Credit Market Services Europe Limited (“**S&P**”). **A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.**

S&P is established in the European Union and registered under the Regulation (EC) No. 1060/2009, as amended (the “**CRA Regulation**”). As such, S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority (“**ESMA**”) on its website in accordance with the CRA Regulation. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

Particular attention is drawn to the section herein entitled “*Risk factors*”.

Joint Lead Managers

Barclays

BNP PARIBAS

The Royal Bank of Scotland

Co-Managers

Bank of Ireland

Danske Bank

Davy

HSBC

Goodbody

The date of this Prospectus is 3 June 2016

The Notes will be in bearer form in denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000 in each case with interest coupons attached. The Notes will initially be represented by a temporary global note in bearer form (the “**Temporary Global Note**”), without interest coupons attached, which will be issued in new global note form and then delivered on or about the Closing Date to the common safekeeper for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A/N.V. (“**Euroclear**”). The Temporary Global Note will be exchangeable not earlier than 40 days after the Closing Date (and upon certification of non-U.S. beneficial ownership) for interests in a permanent global note representing the Notes (the “**Permanent Global Note**” and together with the Temporary Global Note, the “**Global Notes**” and the expression “**Global Note**” means any of them) in bearer form, without interest coupons attached, which will also be deposited with Clearstream, Luxembourg as common safekeeper for Clearstream, Luxembourg and Euroclear (the “**Common Safekeeper**”). Save in certain limited circumstances, Notes in definitive form will not be issued in exchange for the Global Notes.

Ownership interests in the Temporary Global Note and the Permanent Global Note will be shown on, and transfers thereof will only be effected through, records maintained by Clearstream, Luxembourg and Euroclear and their respective participants.

The Notes are intended to be held in a manner that will allow Eurosystem eligibility. This means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Issuer accepts responsibility for the information contained in this Prospectus and to the best of the knowledge and belief of the Issuer, which has taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Guarantor accepts responsibility for the information contained in this Prospectus relating to itself and the Guarantee, including without limitation, the information contained in the section herein entitled “*Description of the Guarantor and the Guarantee*” and to the best of the knowledge and belief of the Guarantor, which has taken all reasonable care to ensure that such is the case, such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Guarantor does not accept any responsibility for any other information contained in this Prospectus or for the Prospectus as a whole.

None of BNP Paribas Trust Corporation UK Limited (the “**Trustee**”), the Issuer or the Guarantor has authorised the making or provision of any representation or information regarding the Issuer, the Guarantor, the Notes or the Guarantee other than, in the case of the Issuer and the Guarantor, as contained in this Prospectus or as approved for such purpose by the Issuer or, as the case may be, the Guarantor. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Guarantor or the Trustee.

To the fullest extent permitted by law, the Managers accept no responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by any Manager or on its behalf in connection with the Issuer, the Guarantor or the issue and offering of the Notes. Each Manager accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

The Prospectus has been filed with and approved by the Central Bank of Ireland under the Prospectus Directive. Upon approval of this Prospectus, this Prospectus will be filed with the Registrar of Companies in Ireland in accordance with regulation 38(1)(b) of the Prospectus (Directive 2003/71/EC) Regulations 2005, as amended (the “**Prospectus Regulations**”).

The Issuer is not regulated by the Central Bank of Ireland as a result of issuing the Notes. Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Note shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or the Guarantor since the date of this Prospectus.

This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any Notes.

Other than the application to the Central Bank of Ireland for this Prospectus to be approved, application having been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and trading on its regulated market, and the delivery of copies of this Prospectus to the Registrar of Companies in Ireland for registration in accordance with the Prospectus Regulations, no action has been or will be taken to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part hereof) comes are required by the Issuer, the Guarantor and the Managers to inform themselves about, and to observe, any such restrictions. For a description of certain further restrictions on offers and sales of the Notes and distribution of this Prospectus, see the section herein entitled “*Subscription and Sale*”.

In particular, the Notes and the Guarantee have not been and will not be registered under the Securities Act. The Notes are subject to United States tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered in the United States or to U.S. persons (as defined in Regulation S).

IN CONNECTION WITH THE ISSUE OF THE NOTES, BARCLAYS BANK PLC (THE “STABILISING MANAGER”) (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

In this Prospectus, references to “U.S. dollars”, “U.S.\$” or “\$” are to the lawful currency for the time being of the United States of America and references to “Euro”, “euro” or “€” are to the lawful currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

All references herein to “Ireland” refer to Ireland, excluding Northern Ireland and similar expressions shall be construed accordingly. Capitalised terms defined in the section herein entitled “*Terms and Conditions of the Notes*” shall bear the same meaning when used elsewhere in this Prospectus.

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

The language of this Prospectus is English. Certain technical terms and names have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

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OVERVIEW

The information set out below is an overview of the principal features of the issue of the Notes. This Overview should be read in conjunction with, and is qualified in its entirety by, the more detailed information presented elsewhere in this Prospectus.

Issuer:	daa finance plc, a public limited company incorporated under the laws of Ireland with registered number 326966. The Issuer is a 100 per cent. beneficially owned subsidiary undertaking of the Guarantor.
Guarantor:	daa plc, a public limited company incorporated under the laws of Ireland with registered number 9401. The Guarantor is 100 per cent. beneficially owned by the Minister for Public Expenditure and Reform of Ireland.
Joint Lead Managers:	Barclays Bank PLC, BNP PARIBAS and The Royal Bank of Scotland plc
Co-Managers:	Danske Bank A/S, J&E Davy, Goodbody Stockbrokers Limited, HSBC Bank plc and The Governor and Company of the Bank of Ireland.
Trustee:	BNP Paribas Trust Corporation UK Limited of 55 Moorgate, London, EC2R 6PA, United Kingdom. A trust deed will be entered into between the Trustee, the Guarantor and the Issuer (the “ Trust Deed ”) which will, <i>inter alia</i> , provide for successor and replacement Trustees.
Paying Agent:	BNP PARIBAS SECURITIES SERVICES, a société en commandite par actions (S.C.A.) incorporated under the laws of France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 108 011, whose registered office is at 3, Rue d’Antin – 75002 Paris, France and acting through its Luxembourg Branch whose offices are at 60, avenue J.F. Kennedy, L-1855 Luxembourg, having as postal address L-2085 Luxembourg and registered with the Luxembourg trade and companies register under number B. 86 862. A paying agency agreement will be entered into between the Paying Agent, the Trustee, the Guarantor and the Issuer (the “ Paying Agency Agreement ”) which will provide, <i>inter alia</i> , for successor, replacement and additional Paying Agents to be appointed.
Issue price:	The Notes will be issued at 1.554 per cent. of their principal amount.
Issue size:	€400,000,000
Status of the Notes:	The Notes constitute direct, general, unsubordinated and unconditional obligations of the Issuer which will at all times rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
Guarantee:	The Guarantor has, in the Trust Deed, unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer under the Trust Deed, the Notes and the related interest coupons (the “ Coupons ”). The Guarantee constitutes direct,

general, unsubordinated and unconditional obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured contingent obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Negative pledge:	The terms and conditions of the Notes (the “ Conditions ”) contain a negative pledge provision, as described in the section herein entitled “ <i>Terms and conditions of the Notes – Negative pledge</i> ”.
Denomination of Notes:	Notes will be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof, up to and including €199,000.
Maturity Date:	7 June 2028
Form of Notes:	The Notes will be issued in bearer form only.
Interest rate:	1.554 per cent. per annum.
Interest payment dates:	Interest is payable annually in arrear on 15 December in each year commencing on 15 December 2016, save that the first payment of interest, to be made on 15 December 2016, will be in respect of the period from, and including, the Closing Date to, but excluding, 15 December 2016, and the last payment of interest to be made on 7 June 2028 will be in respect of the period from, and including, 15 December 2027 to, but excluding 7 June 2028, as described in the section herein entitled “ <i>Terms and conditions of the Notes – Interest</i> ”.
Optional Redemption:	The Issuer may redeem the Notes in whole, but not in part, at their principal amount, together with accrued interest to the date fixed for redemption at any time after 7 March 2028 on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable). See the section herein entitled “ <i>Terms and conditions of the Notes – Redemption and Purchase – Redemption at the option of the Issuer (Issuer Call)</i> ”.
Taxation:	All payments of principal and interest in respect of the Notes and the Coupons (including payments by the Guarantor under the Guarantee) shall be made free and clear of, and without withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld, or assessed by Ireland or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes (the “ Noteholders ” and each a “ Noteholder ”) and holders of the Coupons (the “ Couponholders ” and each a “ Couponholder ”) after such withholding or deduction shall equal the respective amounts of principal and interest that would otherwise have been receivable in respect of the Notes and the Coupons in the absence of such withholding or deduction, subject to certain exceptions as described in the section herein entitled “ <i>Terms and conditions of the Notes - Taxation</i> ”.
Early redemption for taxation	Early redemption of Notes for reasons of taxation will, subject to certain

reasons:	customary exceptions as described in the section entitled “ <i>Terms and conditions of the Notes – Redemption and purchase – Redemption for tax reasons</i> ”, be permitted if as a result of any amendment to, or change in, the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations) of Ireland, or any political subdivision or taxing authority thereof, the Issuer or the Guarantor (if a demand was made under the Guarantee) will become obligated to pay additional amounts in respect of the Notes or the Coupons, all as more fully set out in the Conditions.
Change of ownership put event:	A holder of Notes will have the option to require the Issuer to redeem or, at the Issuer’s option, purchase (or procure the purchase of) each Note held by it on the occurrence of a Change of Ownership Put Event (as defined in Condition 5.3) all in accordance with the terms of Condition 5.3. See the section herein entitled “ <i>Terms and conditions of the Notes – Redemption and purchase – Redemption at the option of Noteholders</i> ”.
Risk factors:	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under the Notes and/or the Guarantor’s ability to fulfil its obligations under the Guarantee. In addition, there are certain factors which are material for the purpose of assessing risk factors that are specific to the Notes as well as the market risks associated with the Notes. These are set out in the section herein entitled “ <i>Risk Factors</i> ”.
Governing law:	The Notes, the Coupons and the Trust Deed and any non-contractual obligation arising out of or in connection with them will be governed by, and construed in accordance with, the laws of Ireland.
Jurisdiction:	The courts of Ireland have been selected as the non-exclusive place of jurisdiction for any legal proceedings or disputes arising in connection with the Trust Deed, the Notes and the Coupons, including any decision by a Noteholder or Couponholder to invest in or dispose of any Note or Coupon.
Clearance and settlement:	The Notes will be accepted for clearing through Clearstream, Luxembourg and Euroclear.
Rating:	The Notes upon issue are expected to carry a rating of A- by S&P. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.
Listing and admission to trading:	This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Directive. Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and trading on the Main Securities Market.
Selling restrictions:	There are restrictions on the offer, sale and transfer of the Notes in Ireland, the United Kingdom and the United States. See the section herein entitled “ <i>Subscription and Sale</i> ”.

RISK FACTORS

An investment in the Notes involves a degree of risk. Potential investors should carefully review the entire Prospectus (including the documents deemed to be incorporated by reference herein) and in particular should consider, amongst other things, all the risks inherent in making such an investment, including the risk factors set out below, before making a decision to invest.

The Issuer and the Guarantor believe that the factors described below may affect the ability of the Issuer or, as the case may be, the ability of the Guarantor to fulfil their respective obligations under the Notes and the Guarantee. In addition, risk factors that are specific to the Notes are also described below, as are factors that the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with the Notes. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Notes but the Issuer or the Guarantor may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons. The Issuer and the Guarantor do not represent or warrant that the statements below regarding the risks of holding the Notes are exhaustive. There may be additional risks that the Issuer and the Guarantor currently consider immaterial or of which they are currently unaware but that could have similar effects to the risks described in this section.

Potential investors should also read the detailed information set out elsewhere in this Prospectus (including the documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision and should consider, amongst other things, the following:

FACTORS THAT MAY AFFECT THE ISSUER'S AND/OR THE GUARANTOR'S ABILITY TO FULFIL THEIR RESPECTIVE OBLIGATIONS UNDER THE NOTES OR THE GUARANTEE

The Issuer, the Guarantor and their business activities

The Issuer is a wholly-owned subsidiary undertaking of the Guarantor. The Issuer currently operates principally as a financing vehicle for the Guarantor and its subsidiary undertakings (the “**Group**”) and does not itself carry out any significant non-Group operating or revenue-generating activities. The Issuer proposes to apply the proceeds of the issue of the Notes in or towards the refinancing and/or repayment of the Issuer’s outstanding 2018 Notes (as defined below). The Issuer will therefore be reliant on the Group generating and the Guarantor repaying to the Issuer amounts sufficient to enable the Issuer to perform and satisfy its payment obligations in connection with the Notes. In addition, the Guarantor will be reliant on the Group generating amounts sufficient to enable the Guarantor to perform and satisfy its payment obligations in connection with the Guarantee. Accordingly, unless otherwise specified to the contrary by reference to the Issuer or the Guarantor, the risk factors specified below apply in the Group context.

The business operations of the Group are exposed to a number of commercial, regulatory and other risks and uncertainties that could materially impact on the Group’s businesses, financial condition, prospects, results of operations and/or reputation, as well as the value and liquidity of the Group’s securities. Many of these factors are not within the Group’s control and, in addition, other factors besides those listed below may have an adverse effect on the Group.

State ownership and government consents

The Guarantor is 100 per cent. beneficially owned by the Minister for Public Expenditure and Reform of Ireland (the “**Minister for Public Expenditure and Reform**”). The Group’s strategy and business

operations, capital structure, profitability and level of retained profit are directly and indirectly influenced by decisions of the Irish government over which the Group has no control. Political uncertainty, government policy changes or other developments may materially and adversely impact the Group's business, results of operations, prospects and/or financial condition. Changes in government policy may lead directly or indirectly to the Group deciding to pay distributions (including by way of special dividend) to the State. In addition, under legislation applicable to the Guarantor, the Guarantor is required to obtain the consent of certain Irish government ministers in order to engage in a variety of commercial transactions. There can be no assurance that such consents will be forthcoming when requested by the Guarantor. Government policy and political developments and considerations therefore have the ability to materially and adversely impact upon the Group's business, results of operations, operating costs and financial condition.

The Irish government's National Aviation Policy 2015 (the "NAP") states that the Department of Transport, Tourism and Sport (the "**Department of Transport**") will review the ownership and operational structure of Ireland's airports in 2019 (and subsequently at 5 year intervals). Whilst the government has reiterated its intention to maintain Dublin and Cork airports within State ownership, the initial review will incorporate a fresh consideration of the feasibility of establishing Cork airport as a State airport under State ownership independent of the Guarantor. There can be no assurance that any such review(s) and/or any decisions or actions consequent upon such decisions/reviews will not be detrimental to the Group's business, reputation, results of operations, prospects and/or financial condition.

Business and operational risk

Impact of economic environment on air traffic and airport retailing

The ability of the Group to maintain and grow its business and profit levels could be adversely affected by economic factors, such as a general economic downturn. In particular, the Group's passenger growth and financial performance is closely linked to the performance of the aviation industry generally, and in the case of Dublin and Cork airports, to the performance of the Irish economy. The aviation industry has historically tended to be cyclical in nature. In the period from 2008 to 2010, annual passenger numbers at Dublin airport fell from over 23 million to approximately 18 million recovering to over 25 million in 2015. Historically, due to these uncertainties, it has been very difficult to accurately forecast passenger numbers and revenues.

The number and types of airlines and aircraft using its airports and those in which it has airport retailing and investment interests is another factor which affects the Group's financial performance. These factors vary depending on several matters that are beyond the Group's control.

Factors affecting passenger levels, and air transport movements include, but are not limited to, domestic and global macroeconomic developments, including changes in GDP, increased levels of terrorism and general political uncertainty, fuel costs, demand for air travel, developments in the airline industry and specifically in key airline customers, climate change, catastrophic events, natural disasters, pandemics, loss of a major customer (whether as a result of consolidation or otherwise), tourism levels in Ireland, environmental taxes, government duties and competition from other airports. Each of the above factors, including financial crises or political uncertainty in Europe, could have a material adverse effect on the Group's business, results of operation, prospects and/or financial condition.

The Group also operates and manages airport shops and other retail concession arrangements, both in Ireland and abroad, and retailing is a significant contributor to the Group's revenues and profitability. See "*Description of the Guarantor and the Guarantee – Business of the Group*". Developments in the domestic and global economies (including exchange rate movements) affect, amongst other things, levels of business and leisure travel, retail spending, retail and commercial lease rates and cargo levels, all of which are businesses in which the Group is involved. A depressed or impaired market

for air travel, or a slowdown in retail and/or consumer spending could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

The Group faces competition in all areas of its business, including from, but not limited to, other airports, both domestically and internationally, and other retail operators including online retailers and other large airport retailers. This competitive environment could lead to reduced prices and/or demand for its services. The Group may realise neither the expected level of demand for its services nor the expected level or timing of revenues generated by those services, either as a result of lack of market acceptance, technological change or delays or other factors affecting the Group, its airport operations or its suppliers or customers or a reduction or slowdown in growth. There can be no assurance that future growth in passenger levels and aircraft movements at Dublin and Cork airports and the international airports and retail businesses that it has interests in will be at rates comparable to those achieved in the past. Each of the above matters could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Reliance on core airline customers

In 2015, Aer Lingus (including Aer Lingus Regional) and Ryanair between them carried approximately 80 per cent. of all arriving and departing passengers at Dublin airport and 97 per cent. at Cork airport. These airlines are currently the main passenger seat capacity providers for scheduled air services to, from and within Ireland. The prospects for future air traffic movements in Ireland and, accordingly, the prospects of the Group, are dependent to a significant extent on the future strategies and financial strength of both Aer Lingus and Ryanair and their partners/affiliates. Aer Lingus is now owned by International Airlines Group ("IAG") and is therefore subject to strategic and operational changes driven by IAG. Any decline in revenues arising from a disruption of the relationships of the Group with these airlines or any other change in strategy by, or ownership of, Aer Lingus or Ryanair or IAG, including any restructuring of either of their route networks (however caused), consolidation of the airline industry or factors adversely affecting Aer Lingus', Ryanair's or IAG's businesses, such as fuel prices, would be difficult to offset and the occurrence of any of those events could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Airports and regions where ARI or daal (each as defined below) operate rely on certain core airlines as those airports depend to a large extent on the future strategies, including risk associated with airline consolidation, and financial performance of those airlines. Factors adversely affecting those airlines could also have a material adverse effect on ARI and daal's, and indirectly the Group's, business, results of operations, prospects and/or financial condition, due to the dependence on the passenger traffic generated by those core airlines. Any deterioration in, or disruption to, the airline passenger traffic serving the locations in which the Group operates could result in a reduction in sales and may have a materially adverse impact on the Group's business, financial condition and results of operations.

Failure to meet capacity development requirements and capital expenditure risks

The Group expects to incur significant capital expenditure over the next few years in respect of the further expansion and improvement of the capacity of its airport infrastructure. The current and ongoing development of Dublin and Cork airports to continue to meet increased demand is subject to the Group obtaining, maintaining and complying with all necessary licences, consents and other permissions, such as planning permission. There is a risk that a failure or delay in securing, or complying with, any necessary permissions, or obtaining those permissions with adverse conditions attaching to them, would lead to the Group having insufficient capacity to meet the expected future demands of the aviation industry.

Prolonged unanticipated rates of passenger growth could result in failure to address capacity requirements in a timely manner. This could result in an adverse impact on the operations at Dublin and Cork airports.

There is also a risk that a failure or delay to engage sufficiently qualified contractors, at appropriate cost, could lead to a delay or increased cost in delivering required capacity enhancements in line with the Group's plans. Any failure by the Group to control key project costs, timing or delivery or to obtain funding on good terms for such projects, any material construction or development price inflation over the life of the investment programme, any failure to obtain additional planning approvals required or any material disallowance of, or reduction in the rate of return on, investment by the Commission for Aviation Regulation ("CAR") in making a regulatory price determination could have a material adverse effect on the Group's business, operating results, prospects and/or financial condition. Further, these circumstances would cause increased congestion and declining levels of service to both travelling passengers and airlines and may consequently affect the reputation of the Group. No assurance can be given that such circumstances would not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Existing capacity thresholds

As at the date of this Prospectus, the terms of the Terminal 2 2007 planning permission require that the combined throughput of passengers at Dublin airport's Terminal One and Terminal Two shall not exceed 32 million passengers per annum, until and unless otherwise authorised by a further grant of planning permission. Cork airport has a capacity limit of 3 million passengers per annum. If any such further permission were applied for and were withheld or if a variation of planning is not received, the Group's ability to meet future capacity demands at Dublin airport and/or Cork airport and/or its passenger throughput capacity will be restricted. In such circumstances, no assurances can be given that there would be no material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

The terms of the Terminal 2 2007 planning permission provide that the combined number of short-term and long-term parking spaces provided at Dublin airport by all operators, including daa, shall not exceed 4,000 and 26,800 respectively, unless otherwise authorised by a further grant of planning permission. If any such further permission were applied for and were withheld or if a variation of planning is not received, daa's ability to meet future car parking capacity demands at Dublin airport will be restricted. No assurances can be given that the failure to meet car parking demand would not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

New parallel runway development at Dublin airport

During 2007, planning permission was received for a new parallel runway at Dublin airport. Subject to the satisfactory resolution of the planning conditions described below, initial works on the new parallel runway are due to commence in late 2016 at the earliest. There are 31 planning conditions to be satisfied under the existing 2007 planning permission. It is a condition of that planning permission that, on completion of construction of the new parallel runway, the average number of late night and early morning aircraft movements at Dublin airport shall not exceed 65 between 23:00 hours and 07:00 hours and the planning conditions also impose significant restrictions on the use of the new parallel runway between 23:00 and 07:00 hours, save where safety, emergency or other similar circumstances require that it be used during those hours. Currently, there are considerably more than 65 aircraft movements during those hours. The Group is currently seeking to address or remove the constraints and risks associated with these two planning conditions but, if those planning conditions continue to apply, no assurance can be given that the Group will proceed with the construction of the new parallel runway or that construction would complete within the timeframe described above. Also, were the new parallel runway to become operational, there is a risk that following its construction, daa may not have sufficient capacity at Dublin airport at certain times of the day.

The existing planning permission was granted in 2007 and is due to expire in late 2017. The Group plans to engage with the relevant authorities to seek an extension to this planning permission prior to its expiry. There is no guarantee that this extension will be granted and failure to obtain this extension

may result in the requirement to apply for a revised planning permission which may or may not be received, which may contain additional or more onerous planning conditions and which may take a number of years to determine.

While the Group has not yet entered into construction contracts with respect to the new parallel runway no assurances can be given that construction under the existing planning permission would not have a material adverse effect on the Group's business, the business of the Group's key airline customers, results of operations, prospects and/or financial condition. If construction of the new parallel runway were to proceed, no assurance can be given that the risk of higher-than-expected costs and delays would not have a material adverse impact on the Group's business, results of operation, prospects and/or financial condition.

The cost of the new runway is currently estimated by the Group at €320 million. CAR, in its current determination of the maximum level of charges that the Group may levy in connection with the landing, parking or taking off of aircraft, including charges for airbridge usage, and charges levied in respect of the arrival or departure of air passengers in Ireland (together, "**Airport Charges**") at Dublin airport during the period 1 January 2015 to 31 December 2019 (the "**2014 Determination**"), made allowance for a cost of €246.7 million (in July 2014 prices) to be recovered from airlines by introducing an additional €0.59 per passenger in Airport Charges in the year after passengers at Dublin airport reached 25 million. This milestone was reached in 2015. However, in the context of a request from Dublin airport for flexibility to maintain the current general level of pricing without impacting revenue over the period of the determination, CAR advised Dublin airport not to incorporate the additional pricing into Airport Charges for 2016, which Dublin airport agreed to. CAR has indicated that it intends to conduct an interim review to decide when Dublin airport should introduce the uplift in pricing resulting from the achievement of the runway trigger (25 million annual passengers). This interim review has yet to commence and, additionally the final cost to build the runway will also be subject to review by CAR during the next determination process. No assurances can be given that these reviews will reach a positive conclusion with respect to Dublin airport's ability to commence recovery of additional Airport Charges or additional costs of building the runway, driven by changes in scope or construction cost inflation, and that this will not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Maintenance and repairs

The Group currently undertakes ongoing maintenance of the assets at Dublin and Cork airports (including plant, equipment and systems), in each case whether owned or otherwise operated, with the objective of providing a continuous service. Any failure or impairment of a key asset, including the main runway, could cause a significant interruption to the supply of services and/or impact on the ability of airlines and other service providers to provide their services at the airports, which may have a material adverse effect on the Group's business, results of operation, prospects and/or financial condition.

The Group needs to carry out regular maintenance at Dublin and Cork airports including, amongst other things, maintenance of taxiways, runways, terminals, equipment and systems. Due to operational hazards and unplanned repairs, maintenance might be required that could adversely affect terminal operations. The nature of this work and other potential repairs and maintenance is such that it could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Labour relations

A significant proportion of the Group's employees, particularly in Ireland, are members of recognised trade unions. There is therefore a risk that industrial action by personnel that are important to the Group's operations could affect critical services and curtail operations and have an adverse financial and reputational impact on the Group. While we engage with the relevant trade unions on an ongoing

basis with respect to claims and disputes which are raised, no assurance can be given that industrial action will not occur.

Security risk, major events, terrorism, accidents and operational risk

The Group's operations are subject to operational risks and other unforeseen risk events, such as terrorism and sabotage, fires, flooding, wind, interruptions to power supplies and other technical failures. Such risks and hazards could result in damage or harm to, or destruction of, infrastructure, properties, people and the environment and give rise to potential legal liabilities for the Group. Such risks could also pose a significant threat to the ability of Dublin and Cork airports to continue to operate in the short or medium term. The requirement to remediate or address the result of any such risks occurring may also result in the Group being required to modify its operations, incurring investments and/or expenses that could be significant. The Group's insurance may not fully cover the consequences of all damage, business interruptions and other risk events or liabilities.

The terrorist attacks of 11 September 2001 had a significant impact on the international air travel industry and recent escalations in terrorist activity such as the recent attack at Brussels Airport could contribute to further adverse developments in the industry. There can be no assurance that the Group's businesses, including the international operations of its subsidiary undertakings (see further "*Risk Factors - Risks associated with commercial, non-aeronautical and international activities - International Operations*" below), will not suffer the adverse direct or indirect consequences of any such attacks, or any future attacks or incidents, irrespective of the Group's controls and actions to mitigate these risks. In addition, there is a risk of an external health, security or environmental event that could also adversely affect the Group's businesses.

Consequences of future terrorist attacks or incidents for the Group or other events which require increased security measures may include increased costs and delays caused by increased airport security, less travel by passengers resulting in lower revenue from Airport Charges, lower income from other sources of revenue, such as from retail and commercial activities and concessions, property, car parking fees and international operations and increased insurance, increased personnel or other costs and potential compensation claims.

Additionally, Dublin airport is the Group's main asset and it is located in a relatively small geographic area. The occurrence of any event that impairs or disrupts operation, or otherwise adversely affects demand at Dublin airport could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Regulatory, environmental, and legal risks

Changes in law or regulation

Regulatory decisions in relation to, or changes in law that impact on, the Group's businesses (for example, on whether licences or approvals to operate are renewed or modified, whether market developments have been implemented satisfactorily, on the level of permitted aeronautical revenues for the Group's businesses, on whether there has been any breach of the terms of a licence, planning permission or an approval, requirements regarding security, health and safety, taxation, customer service, immigration and border protection etc.) could have a material adverse impact on the results of the Group's operations, cash flows, financial condition and the ability to develop the Group's businesses in the future.

Economic regulation by the Commission for Aviation Regulation

The Aviation Regulation Act 2001, as amended (the "**2001 Act**") established CAR. One of CAR's functions is to regulate Airport Charges. In particular, CAR must determine the maximum level of Airport Charges that the Guarantor may levy at Dublin airport for determination periods of at least four years, with the possibility of interim reviews. The 2014 Determination expires on 31 December

2019. Further details on regulation are set out in the section herein entitled “*Description of the Guarantor and the Guarantee – Regulation*”.

In May 2015, the Department of Transport appointed independent consultants to commence a review of the Airport Charges regulatory regime. The NAP stated that the system of airport charging for Ireland should be fit-for-purpose and appropriate to the Irish aviation market and allow that market to develop in line with the objectives of the NAP. In this context, the NAP called for an independent review of Airport Charges regulation to be completed to deliver options and recommendations for a future regulatory system for Airport Charges. The process will involve full consultation with impacted parties. The review is to take account of the general principles concerning effectiveness, predictability, accountability and transparency, for economic regulation contained in the Government Policy Statement of July 2013 on Sectoral Economic Regulation. The review will have regard to this Policy in relation to the future capacity of State airports, as well as the requirements of Directive 2009/12/EC on airport charges (the “**EU Airport Charges Directive**”) in relation to consultation, transparency, non-discrimination and differentiated services. The independent review of Airport Charges regulation was intended to be completed by the end of 2015 but has yet to be published. Following this process and any associated consultation, the Department of Transport will finalise and publish its policy on Airport Charges regulation, and make preparations for any necessary changes to legislation. There can be no assurance that there will not be adverse changes to the Airport Charges regulatory regime as a result of the Department of Transport’s review.

Changes to the level of Airport Charges permitted or other regulatory requirements imposed by CAR could have an adverse impact on the Group’s business, reputation, results of operations, prospects and/or financial condition. There is a risk that Airport Charges may not adequately remunerate the Group for the cost of operating the airport and for required capital expenditure. There can be no assurance that there will not be adverse changes in the level of income or expected income that may accrue to the Guarantor, or the financial condition of the Group or in the Guarantor’s ability to meet its capital expenditure plans as a result of any future regulatory determinations, interim reviews thereof or any appeal of any determination.

Environmental

The Group’s operations are subject to a range of environmental and health and safety laws, regulations and standards in each jurisdiction in which the Group operates and/or has interests. Operations at Dublin and Cork airports are subject to various restrictions including regulations on carbon emissions, noise pollution, waste and effluent emissions, air quality and other provisions in respect of protection of the environment. Any additional laws or regulations in these areas could increase the Group’s compliance costs, impose further liability on the Group and potentially impact on the further development of the Group’s operations and its results of operations. They could also operate to constrain the future capacity development at Dublin and Cork airports. A breach of any such law or regulation could result in the imposition of material sanctions on the Group and could have a material adverse effect on the Group’s business, reputation, results of operations, prospects and/or financial condition.

Owners and occupiers, as well as polluters, have potential liabilities (principally for damages caused to third parties and for the costs of remedial action) in respect of contaminated land and polluted waters. In addition, the owner and/or occupier may become liable to carry out remedial works, or pay compensation to public and private parties for related damages, where air, land or water is being, or is likely to become, significantly contaminated or polluted. The Group owns significant amounts of land (including fuel farms) and there is therefore a risk that the Group could become liable in respect of such contamination and if that were to occur, no assurances can be given that there would be no material adverse effect on the Group’s business, results of operations, prospects and/or financial condition.

Competition and procurement laws

Any failure by the Group to comply with the Competition Acts 2002 to 2014 and relevant European Union (“EU”) law could result in penalties being imposed on the Group arising from its ownership position of Dublin and Cork airports. There can be no assurance that the imposition of any such penalties would not have a material adverse effect on the Group’s business, results of operations, prospects and/or financial condition.

The Group is also subject to the provisions of public procurement law including as set out in the EC (Award of Contracts by Utility Undertakings) Regulations 2007, the EC (Award of Public Authorities Contracts) Regulations 2006, Directive 2014/24/EU on public procurement, Directive 2014/25/EU on procurement in the water, energy, transport and postal services sectors and Directive 2014/23/EU on the award of concession contracts, which implement and apply the relevant EU public procurement laws in Ireland. The Guarantor has procedures in place to manage compliance with the various provisions of the relevant regulations and directives, but there can be no assurance that procedures will be successful in ensuring compliance with any such regulations and directives, nor that failure to comply with all such regulations and directives will not have a material adverse effect on the Group. The Group is involved in, *inter alia*, the procurement of capital projects and other operational contracts and there can be no assurance that unsuccessful tenderers would not successfully pursue a legal action which would have a material adverse effect on the Group’s business, results of operations and/or financial condition.

Litigation

The Group is, from time to time, involved in legal and arbitration proceedings. The Group is not currently involved in any legal or arbitration proceedings which the Issuer considers likely to result in adverse outcomes, although the Group may be involved in legal or arbitration proceedings in the future that may or may not be material or current litigation or arbitration which the Issuer considers not to be material may become material.

Any adverse result in relation to any proceedings which the Group may in the future be involved in could have a significant effect on the Issuer’s or the Group’s business, reputation, results of operations, prospects and/or financial condition.

Licensing

Dublin and Cork airports are licensed by the Irish Aviation Authority (the “IAA”) pursuant to the IAA (Aerodromes and Visual Ground Aids) Order 2000 (S.I. no. 334 of 2000). These licences are reviewed by the IAA on a regular basis to ensure adherence to their conditions and they are required to be renewed annually. Dublin and Cork airports are also reliant on the provision of certain services and consents from the IAA required to facilitate operation at Dublin and Cork airports and no assurance can be given that failure to provide these on a timely basis would not have a material impact on the operations of the airports. The IAA has the power to revoke or not renew the licences if the licence conditions are not met and/or the airport does not remedy breaches of the conditions or the breaches are of such significance as to compromise the operations of the aerodromes, and in such circumstances, no assurance can be given that the relevant licences will not be revoked nor that the revocation or non-renewal of a licence would not have material and adverse consequences for the Group’s business, reputation, results of operations, prospects and/or financial condition.

Security regulation

Operations at Dublin and Cork airport are subject to EU security regulations and are subject to security inspections by the competent authority of Ireland, the IAA. The introduction of new or amended EU security regulations could restrict the Group’s ability to maintain or increase traffic growth rates at Dublin and Cork airport and to the Group being required to incur additional costs. Failure to adhere to these EU security regulations could lead to incidents involving passengers,

employees or other users of the airports and could result in material adverse impact to the Group's operations, reputation and financial results. See further "*Risk Factors – Security risk, major events, terrorism, accidents and operational risk*" above.

Treasury, financial, taxation and pensions risks

Treasury and financial

The Group is exposed to certain financial and treasury-related risks, including, without limitation, fluctuating interest rates, liquidity risks and foreign currency exposures. The Group has incurred and will continue to incur debt in order to finance its business and ongoing capital investment programme, which could result in increased financial costs and could constrain its business activities. The Group is also subject to certain statutory and other borrowing and hedging restrictions or limits, including a statutory borrowing cap, which is described more fully in the section herein, entitled "*Description of the Guarantor and the Guarantee – Regulation*".

Any change to the Guarantor's credit rating may also affect the cost of funding, the borrowing capacity of, and financing terms and flexibility available to, the Group as a whole and the occurrence of any of the risk factors described in this Prospectus could have an adverse effect on the Group's credit rating and/or the credit rating of the Notes. No assurance can be given that any such fluctuations, restrictions, limits or change in credit rating would not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

The Group's ability to deliver its planned capital expenditure programme and any unplanned capital expenditure required is dependent on, amongst other things, it being able to source and maintain appropriate funding. Any failure to develop an appropriate funding strategy and/or failure to raise and maintain the required financing on appropriate terms may result in the Group not achieving its objectives. Inadequate, inflexible or inappropriate funding or liquidity, or any inability to fund or to maintain funding lines could significantly impair the Group's ability to conduct its business efficiently and could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

The Group undertakes financial transactions in the ordinary course of business with a number of counterparties, particularly in respect of its international retailing business, and could suffer a financial loss if any of those counterparties were to fail or default in the performance of their respective obligations. Such a loss could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Taxation

The effective rate of tax in the various jurisdictions in which the Group operates may be influenced by a number of factors, including changes in law and accounting standards and international measures and initiatives and the Group's overall approach to such matters, the results of which could increase or decrease that rate. Any such change in the effective rate of tax could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Pensions

The Group operates or participates in pension schemes in respect of the parent company and its principal subsidiary undertakings covering certain of its employees. Pension scheme assets are held in separate and approved trustee administered funds. The main arrangement for future service is now the daa Defined Contribution Retirement Savings Scheme (the "**Main Scheme**"). Historically the main pension scheme in which daa participated was the multi-employer Irish Airlines (General Employees) Superannuation Scheme (the "**IAS Scheme**"). Following the implementation by the IAS Scheme trustees of a funding plan approved by the Pensions Authority, benefits in this scheme have been frozen for service up to 31 December 2014, fixed in monetary terms and are subject to certain

reductions. daa also participates in the smaller Aer Rianta Supplemental Superannuation Scheme (the “**AR Supplemental Scheme**”) which provides defined benefits in respect of a proportion of certain employees’ earnings. As part of the aforementioned restructuring of the IAS Scheme, accrued benefits in the AR Supplemental Scheme were also frozen at 31 December 2014, save for annual revaluation of those benefits in line with movements in the consumer price index until members reach retirement age. Additionally, daa had an unfunded obligation to provide for the costs of early retirement for a certain category of employees and this obligation was extinguished as part of the restructuring of daa’s pension arrangements.

Pursuant to the finalisation of collective (industrial relations) agreements in full and final settlement of matters arising in connection with the restructuring of the IAS Scheme, the AR Supplemental Scheme and the removal of the unfunded early retirement obligation, daa conditionally agreed to offer to make one-off payments, primarily into the Main Scheme in respect of eligible active and deferred members on 31 December 2014. As part of the restructuring of the IAS Scheme, the participating employers in that scheme, including daa, ceased to have any further liability to the IAS Scheme save in relation to the ongoing expenses. In addition to the schemes mentioned above, one of the Group’s subsidiary undertakings also operates a smaller defined benefit plan. Actuarial adjustments in respect of that plan and the AR Supplemental Scheme are recognised directly in the profit and loss statement.

Notwithstanding the restructuring of the IAS Scheme, daa understands that certain pensioner members of the scheme have commenced an action against the State alleging that the re-structuring of the IAS Scheme was carried out under unconstitutional statutory provisions. While the Group is not a named party to this action, an adverse finding which increases the benefits payable by the IAS Scheme to pension members may result in other members, including current employees, receiving lower benefits than expected. This, in turn, could result in further legal action, which would be vigorously defended, or industrial action notwithstanding the aforementioned collective agreements. Whilst other scheme members also threatened legal action, none has materialised and, were it to arise, it would be vigorously defended. However, it is not possible to say that an adverse finding arising from this legal action would not have a material impact on the Group’s business, results of operations, prospects and/or financial condition.

Risks associated with commercial, non-aeronautical and international activities

The Group derives a significant portion of its turnover and profits from domestic and international commercial, non-aeronautical activities. The risk factors described in this Prospectus also equally apply to those activities and the Group’s aeronautical activities.

Retail regulations

Certain aspects of the Group’s airport operations are subject to regulation, general licensing requirements, customs regulations and age limitations on the purchase of certain goods such as liquor and tobacco, and the provision of services such as gambling. In addition, the relevant prevailing local tax regime has a significant impact on certain retail sales at Dublin and Cork airports. Retail sales of certain product categories in the Group’s retail businesses in Ireland, Cyprus and Düsseldorf to passengers flying to countries within the EU, while subject to Irish or Cypriot value added tax (“**VAT**”), are then discounted by an equivalent amount, thereby reducing the effective margin on these sales. On the other hand, retail sales to passengers with a destination outside the EU are exempt from VAT and, in the case of certain merchandise categories, excise duties also. A change in EU or national VAT regulations or the accession of new states to the EU obliging adherence to EU VAT regulations could also negatively affect retail sales at Dublin and Cork airports, with a potential material adverse effect on the Group’s retail business revenues and results of operations.

It is possible that new laws or regulations will restrict the Group’s revenues and operations in the future. For example, new regulations, such as display or advertising restrictions, designed to discourage the use of alcohol and tobacco products, could have a material adverse effect on the Group’s international retail businesses. Also, the proposed European Union General Data Protection

Regulation is expected to be implemented in 2018 and will introduce new compliance obligations in relation to the commercial use of customer data (with significant fines of up to 4 per cent. of global turnover for certain aspects of non-compliance). There can be no assurances given that any such changes will not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Property-related activities

The Group has recently developed a long-term plan for a property development project located at Dublin airport on land owned by the Group. This development, known as Dublin Airport Central ("DAC"), will consist of offices, hotels, associated car parking and ancillary retail and comprises some 70 acres over three zones; the inner, middle and outer to be developed over the long-term. The initial stage of the project involved the re-development of an existing property to a Grade A, Leed Gold, office accommodation standard which has been fully let. It is proposed that future development of other buildings and the required permissions and funding obtained to proceed with developments will be separately assessed by the Group to determine whether a specific proposal is commercially robust.

Planning permission was submitted in April 2016 for the construction and development of an additional four buildings, a multi-storey car park and associated infrastructure. Although these plans are very much at a developmental stage and conditional on planning approvals, funding, demand levels and other matters. if such projects were to proceed, no assurance can be given that the implementation of any such funding and development structures or any higher-than-expected costs or delays, would not have a material adverse impact on the Group's business, results of operations, prospects and/or financial condition.

On 10 December 2014, CAR issued a paper entitled "CP3/2014 - Guidance on the Till Exit of Lands Associated with Dublin Airport Central" which set out the terms for the DAC lands to be excluded from the till. The Group put forward a proposal to move the land and assets associated with DAC from the regulated entity to the non-regulated part of daa, hence transferring the risks and rewards from airport users to daa. CAR requested that daa notify CAR whether it was to proceed with the till exit or not. In early 2015, daa formally notified CAR that it was "now exiting the Dublin Airport Central lands and assets from the till under the terms set out in CP3/2014". While daa regards this land and its associated revenues as having been removed from the Group's regulatory asset base ("RAB"), there is a risk that revenues from this development could continue to be included in the regulatory till and impact Airport Charges. No assurances can be given in respect of the treatment of this adjustment in the process leading to the next determination of Airport Charges at Dublin airport which is expected to be made in 2019.

Property owned or acquired by the Group is subject to the risks that are attributed to the property market, such as its cyclical nature and decreases in land values, as well as any risks attributable to the general economic climate and environment risks. Any increase in the rates of stamp duty, capital gains tax, development land tax or other taxes on the sale or ownership of property assets or the occurrence of environmental incidents could adversely affect the Group's ability to make property disposals, or the price obtainable for them. Moreover, there can be no assurances that unfavourable movements in the property market will not have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

International operations

The Group undertakes international airport management, consultancy, retail and other activities via two wholly-owned subsidiary undertakings of daa, Aer Rianta International cpt ("ARI") and daa International Limited ("daaI") and via ARI's subsidiary undertakings and associated and joint venture undertakings.

ARI has direct and indirect interests in airport retailing concession agreements and/or management contracts in Europe, the Middle East, India, Canada, New Zealand and Barbados and intends to pursue similar opportunities in other regions. ARI also has direct and indirect investments in Düsseldorf, Larnaca and Paphos airports.

ARI faces increasing levels of competition in the markets in which it operates and there is competition at global, regional and local levels in obtaining and maintaining concessions at airports and a limited number of suitable new opportunities. There are no guarantees that ARI will be able to renew its existing concessions and that if it does that they will be on similar payment or other terms or that it will be able to expand into other jurisdictions on terms similar to the terms it currently operates under. If ARI were to fail to renew major concessions or fail to obtain new concessions, it could materially adversely affect ARI's business, financial condition and results of operations. ARI also faces competition from other non-airport retailers and from online businesses. If ARI were to lose market share to those competitors or lose competitive advantage, ARI's revenues could be adversely affected.

The economies of certain of the countries in which ARI operates or intends to operate in the future are at different stages of socio-economic development and may be subject to political or social upheaval or instability and consequently, ARI's future results in such countries and any other countries where ARI does business in the future could be adversely affected by a variety of factors. ARI's business is mainly dependent upon sales to air travellers and consumer spending by such travellers. Since ARI's customers come from a large number of economies around the world, ARI's business may be affected by global economic factors, economic downturns or changes or volatility in exchange rates, direct or indirect taxes affecting the locations in which ARI operates or the locations from which customers are from. These international retail activities are also subject to regulation by overseas governments and regulatory and tax authorities and to arrangements and agreements with third parties in those jurisdictions. As a substantial part of ARI's revenues is derived from sales of duty-free products, such as perfume, cosmetics, liquor, tobacco and confectionery, if governmental authorities in any of the major markets in which ARI operates alter, eliminate, or change the importation or tax laws or customs duties or allowances or otherwise restrict the sales of any of these core duty free categories, ARI's business, financial condition and results of operations could be materially adversely affected. Furthermore, changes in tax regulations or enforcement mechanisms could reduce or eliminate any profits derived from operations in those countries and could reduce the value of assets related to such operations.

Many of ARI's retail activities are subject to arrangements that are fixed period contracts and which include guaranteed minimum concession fees, or concession arrangements which can be varied or terminated early by third parties in certain circumstances. Some of the circumstances in which ARI's concession agreements may be terminated early include, among others, default of the payment of the fees due to be paid under the agreement, reasons of public interest/airport development, failure to comply with any of the provisions of the concession agreement or not providing quality services. If passenger numbers are lower than expected or if there is a decline in the sales per passenger, it will adversely affect ARI's performance and results of operations at these locations. The contractual obligations to pay minimum annual guaranteed sums, when combined with the risk of any failure of the underlying businesses to perform in line with expectations, may result in the crystallisation of contingent liabilities. ARI does not have a controlling interest in certain of its businesses and the companies in which it has interests and it may therefore become subject to restrictions due to the actions of, or disagreements with, its joint venture partners, minority holders or holders of other interests in certain of its affiliates. The cessation of agreements with such joint venture partners and the holders of minority interests of their rights in those ventures could impact ARI's ability to withdraw funds including dividends and to exercise management control in respect of these operations, any of which could have a material adverse effect on the operation and financial condition of those businesses. Such international arrangements and/or occurrence of any of these events could have a material adverse effect on the financial condition of those operations, and thereby those of the Group, including its business, results of operations, prospects and/or financial condition.

The future success and growth of ARI's business relies on the successful opening, execution and performance of its retail activities in new locations. There is no guarantee that the retail activities in any new locations will not be delayed or that the levels of passengers travelling through the new terminals or passenger spending in those locations will meet the anticipated levels required to deliver the performance required under ARI's concession contracts which may then trigger potential for such contracts to be terminated.

daaI recently won a contract to manage and operate the new Terminal 5 facility at Saudi Arabia's King Khaled International Airport ("KKIA") in Riyadh. This is daaI's first major management contract and no assurance can be given that it will be successful. daaI may enter into similar contracts in the future. Failure of the KKIA contract or any future contracts to generate the anticipated return could have an adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Changes in law or regulation, a deterioration in economic conditions or an increase in costs (as a result of domestic or international market conditions), increased competition from existing or new competitors, industry consolidation in the countries or states in which the Group directly or indirectly operates or has interests or any termination or disruption to or breach by any person of the terms of any such arrangements or agreements could have a material adverse effect on the financial condition of those operations, and thereby those of the Group, and the ability to develop those businesses in the future.

Reliance on third parties

Many activities at Dublin and Cork airports are the responsibility of third parties. For example, air traffic control services and the licensing of aviation services at these airports are provided by a third party, the Irish government is ultimately responsible for immigration and customs controls, other parties provide many services for passengers and aircraft, such as check-in and baggage handling, and are responsible for aircraft maintenance and operation and the United States government provides an immigration, customs and agriculture inspections service at Dublin airport prior to departure for passengers travelling to the United States. The Group is not responsible for, and cannot control, the services provided by these parties. Any disruption in such services (including a work stoppage or other similar event) or any failure on the part of such third parties to provide those services on a continuous basis in an effective or efficient manner or to comply with regulatory, airport or other requirements may have a material adverse effect on the operation of Dublin and Cork airports and on the Group's business, results of operations, prospects and/or financial condition.

ARI and daaI also operate at airports where certain activities are operated by third parties. In addition, ARI and daaI operate in joint venture arrangements with local third parties. Any failure on the part of such third parties to provide the services they are required to provide on a continuous basis in an effective or efficient manner or to comply with regulatory, airport or other requirements, or any significant disagreements or lack of alignment with such third parties may have a material adverse effect on the operations in the relevant jurisdictions and on the Group's business, results of operations, prospects and/or financial condition.

Increased competition

A growth in air traffic in the EU and changes in general economic conditions have intensified competition among European airports. Competition throughout the markets and businesses that the Group operates in is expected to increase further due to a number of factors which may include the construction of new airports or terminals, the expansion or development of existing airports such as Belfast and Shannon airports, the expansion of their catchment areas from the linkage of air travel with other means of transport, particularly high-speed rail, and competition affecting other airport related activities of the Group including retailing and car parking. In addition, there are no legal prohibitions on new airports or terminals being developed, third parties requiring or obtaining access to the airfield or existing airports being expanded on the island of Ireland, although any such

development would be subject to a number of approval processes. In a competitive environment, daa may lose market share to other airports. These developments or the loss of market share, particularly on the island of Ireland, could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition. Further comments about competition in ARI's business are set out below in the section entitled "*Risk Factors - Risks associated with commercial, non-aeronautical and international activities – International Operations*".

Key personnel

The Group's future success is substantially dependent on the continued service and performance of senior management and key senior executives and its ability to attract and retain suitably qualified personnel. Pursuant to the government pay policy, the contracted salary of the Group's Chief Executive is capped at €250,000 and does not allow for the payment of performance related remuneration. The contract, including salary, is required to be approved by the Minister for Public Expenditure and Reform. Assurances cannot be given that the chief executive or other senior personnel will continue to remain with the Group or that the Group will be able to attract and retain the qualified personnel that it needs. The loss of the services of such persons without adequate replacements, or the ability to attract future successors, could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Epidemics and contagious diseases

An outbreak of a contagious disease, such as avian flu, foot and mouth disease or other epidemic or event that affects travel behaviour by reducing passenger traffic, either generally or to offered destinations could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Cost structure

The Group is exposed to certain key operating costs risks including, without limitation, the fixed and semi-fixed nature of the operating cost base (including payroll costs, insurance, rates and energy). Due to the lack of flexibility in payroll costs in the State sector and the existence of collective agreements, it is difficult for daa to reduce or modify significantly its costs in this area. The uncontrollable nature of these, and other operating costs incurred by the Group, such as energy, insurance, rates and regulatory costs means that it is difficult for the Group to make significant reductions to its operating costs in the short term in response to changes in demand or as a strategy for conserving cash.

Adverse developments in one or more of the factors mentioned above could have a material adverse effect on the Group's business, results of operations, prospects and/or financial condition.

Insurance

The Group seeks to insure against all reasonable risks, subject to certain levels of self-insurance, including the risk arising from business interruption. There can be no assurance, however, that its insurance policies provide adequate and sufficient cover for all events and incidents or that such cover will be available or economically affordable. In addition, the insurance policies of the Group do not protect it against reputational harm that might arise as a result of an event or an incident and it is possible that the Group may have difficulties in obtaining appropriate insurance cover in the future on reasonable terms. Any extension or replacement of existing insurance policies may be for reduced coverage only, at less favourable terms, or at higher premia. The occurrence of any of these events could have a material adverse effect on the Group's business, results of operations, operating costs, prospects and/or financial condition.

New Metro North Scheme

Transport Infrastructure Ireland (“**TII**”) is currently engaged in arranging for the establishment of a metro system in Dublin. The line serving the north side of the city including Dublin airport is to be known as “**Metro North**”. The plans provide for part of Metro North to run under Dublin airport, and for there to be a station at Dublin airport.

No assurances can be given that the construction or subsequent operation of Metro North would not interfere with the efficient operation of Dublin airport or with existing construction projects at Dublin airport or otherwise have a material adverse impact on the Group’s business.

Metro North is scheduled to open in 2026, although there can be no assurances that the timetable will be met as this date has yet to be confirmed by TII or the relevant government agencies. In addition, the implementation of such a system could lead to reduction in future use of the Group’s car parking facilities at Dublin airport. No assurances can be given that these matters would not have a material adverse effect on the Group’s business, results of operations, prospects and/or financial condition. Further information on the Metro North scheme is set out herein in the section entitled “*Description of the Guarantor and the Guarantee – State infrastructure – New metro north scheme*”.

Systems and business interruption

The Group’s ability to manage its operations and engage in critical business tasks is dependent on the efficient and uninterrupted operation of its IT, software, hardware and communication systems, on key personnel and suppliers who provide, operate or maintain these systems and on the IT, software, hardware and communication systems used by third parties in the course of their dealings with the Group and the airports or elsewhere where it has interests or operations. The Group could also be negatively impacted by cyber-attacks on any of its IT systems. The risk of cyber-crime increases, especially as infiltrating technology is becoming increasingly sophisticated, and there can be no assurance that the Group will be able to prevent all threats. This could result in material losses of client or customer information, damage the Group’s reputation and lead to regulatory penalties and financial losses. Any disruption to, or failure of, these systems or any back-up systems, or any financial or other reporting or controls, particularly if such disruptions or failures persist, could significantly impair the Group’s ability to conduct its business efficiently and/or could have a material adverse effect on the Group’s business, results of operations, prospects and/or financial condition.

Brexit

In May 2015, the EU Referendum Bill was introduced into the United Kingdom (the “**UK**”) Parliament, which provides that a referendum on the UK’s membership of the EU will be held by 31 December 2017. The referendum has now been called for the 23 June 2016. The outcome of such a referendum is not known, and will not be known until after the 23 June 2016. There is significant uncertainty as to the impact of either a “Remain a member of the European Union” or “Leave the European Union” vote on general economic conditions in the UK, the UK’s future relationship with the EU and the impact of a potential exit *inter alia* on the economic relationship and existing trade agreements between Ireland and the UK. Passenger traffic between Dublin and Cork airport and the UK and Northern Ireland represents a significant element of the Group’s overall trading activity. If an exit were to occur, there is potential for this to have a significant impact on trade between Ireland and the UK, impacting economic growth, border controls and trade and trading agreements, amongst other things. As such, no assurance can be given as to the impact of the referendum on the Group, including the effect on the UK’s inclusion in the Single European Sky initiative.

The outcome of this decision could have a material adverse effect on the Group’s business, results of operations, prospects and/or financial condition.

FACTORS THAT ARE MATERIAL FOR THE PURPOSE OF ASSESSING MARKET AND OTHER RISKS ASSOCIATED WITH THE NOTES

Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of financial, legal and tax advisers) possible scenarios for economic, interest rate, taxation, legal and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes, which are complex financial instruments, unless it has the expertise (either alone or with the help of financial, legal and tax advisers) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Risks relating to the Notes

Set out below is a description of certain features of the Notes that contain particular risks for potential investors:

Modification, waivers and substitution

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests in relation to the Notes generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, without the consent of the Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed or the Paying Agency Agreement (other than in respect of a Reserved Matter, as defined in the Trust Deed) or (ii) waive any breach or proposed breach of the Notes, the Trust Deed or the Paying Agency Agreement, on such terms as seem expedient to it, or determine that an Event of Default or Potential Event of Default (as such terms are defined in the Trust Deed) will not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer or in place of the Guarantor, in the circumstances described in

the section herein entitled *“Terms and Conditions of the Notes – Meetings of Noteholders; modification and waiver; substitution”*.

Notes subject to early redemption

If the Issuer or Guarantor would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Ireland or any political sub-division thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the provision of the section herein entitled *“Terms and Conditions of the Notes – Redemption and purchase – Redemption for tax reasons”*.

If a Change of Ownership Put Event occurs, the Issuer may be required to redeem or, at the Issuer’s option, purchase (or procure the purchase of) some or all of the Notes in accordance with the provisions of the section herein entitled *“Terms and Conditions of the Notes – Redemption and purchase - Redemption at the option of Noteholders”*.

The Issuer has the absolute right to redeem the Notes in whole, but not in part, at any time after 7 March 2028 subject to giving not less than 30 nor more than 60 days’ prior notice to the Noteholders in accordance with the provision of the section herein entitled *“Terms and Conditions of the Notes – Redemption and purchase – Redemption at the option of the Issuer (Issuer Call)”*.

An early redemption of the Notes for any of the reasons above may limit the market value of the Notes and an investor may not be able to re-invest the redemption proceeds in a manner which achieves a similar effective return.

Change of law

The Terms and Conditions are based on Irish law in effect as at the date of issue of the Notes. No assurance can be given as to the impact of any possible judicial decision or change to Irish law or administrative practice after the date of issue of the Notes.

Integral multiples of Notes: Definitive Notes

The denomination of the Notes is €100,000 plus integral multiples of €1,000 in excess thereof up to and including €199,000 (a **“Specified Denomination”**). Therefore, it is possible that the Notes may be traded in amounts in excess of €100,000 that are not integral multiples of €100,000. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than €100,000 will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

Risks relating to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

The Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severe adverse effect on the market value of the Notes.

Price volatility risks

The market price of the Notes could be subject to significant fluctuations in response to actual or anticipated variations on the Group's operating results, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Notes, as well as other factors. In addition, in recent months the global financial markets have experienced significant price and volume fluctuations that, if repeated in the future, could adversely affect the market price of the Notes without regard to the Group's business, results of operations, prospects and/or financial condition.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in euro. Payment in this way presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than euro. These risks include the risk that exchange rates may significantly change (including changes due to devaluation of euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to euro would decrease the Investor's Currency equivalent yield on the Notes, the Investor's Currency equivalent value of the principal payable on the Notes and the Investor's Currency equivalent market value of the Notes.

Governmental, supranational or monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Interest rate risks

Investment in the Notes, which carry a fixed rate of interest, involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

Credit ratings risks

One or more independent credit rating agencies may assign credit ratings to the Issuer, the Guarantor and/or the Notes. Any such rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by a rating agency at any time, including by reason of the occurrence of any of the events described in this risk factors section of the Prospectus.

INFORMATION REPORTING OBLIGATIONS

Information relating to the Notes, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes. This may include (but is not limited to) information relating to the value of the Notes, amounts paid or credited with respect to the Notes, details of the holders or beneficial owners of the Notes and information and documents in connection with transactions relating to the Notes. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements.

INVESTMENT RESTRICTIONS

The investment activities of certain investors are subject to investment laws and regulations or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent the Notes are legal investments for it, whether the Notes can be

used as collateral for various types of borrowing and what other restrictions apply to its purchase or pledge of the Notes or any other use of the Notes as collateral. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents, each of which have been previously published or are published simultaneously with this Prospectus and which have been filed with the Central Bank of Ireland:

1. auditors' report and audited financial statements of the Issuer for the financial year ended 31 December 2015, which are available on the website of the Guarantor at <http://www.daa.ie/wp-content/uploads/2016/05/daa-finance-plc-Reports-and-Financial-Statements-2015-1.pdf>;
2. auditors' report and audited financial statements of the Issuer for the financial year ended 31 December 2014, which are available on the website of the Guarantor at <http://www.daa.ie/wp-content/uploads/2016/05/daa-finance-plc-Reports-and-Financial-Statements-2014-1.pdf>;
3. auditors' report and audited consolidated financial statements of the Guarantor for the financial year ended 31 December 2015, which are available on the website of Guarantor at http://www.daa.ie/wp-content/uploads/2016/05/Annual_Report_2015_English-1.pdf; and
4. auditors' report and audited consolidated financial statements of the Guarantor for the financial year ended 31 December 2014, which are available on the website of Guarantor at <http://www.daa.ie/wp-content/uploads/2016/04/daa-Annual-Report-2014-1.pdf>.

Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document that is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained from the registered office of the Issuer.

USE OF PROCEEDS

The proceeds of the issue of the Notes, expected to amount to €400,000,000, will be applied in or towards the refinancing and/or repayment of the Issuer's €600,000,000 6.5872 per cent. notes due 2018 (of which €549,650,000 is outstanding) which are guaranteed by the Guarantor.

DESCRIPTION OF THE ISSUER

Introduction

The Issuer is a 100 per cent. beneficially owned subsidiary undertaking of the Guarantor. As an Irish incorporated company, the Issuer operates under the Companies Act 2014, as amended (the “**Companies Act 2014**”). The Issuer was incorporated on 14 April 2000 as a public limited company with company number 326966 and under the name “Checkvale Finance plc” which was changed to “Aer Rianta Finance plc” with effect from 1 November 2000 and subsequently to “DAA Finance plc” with effect from 27 April 2005 and to “daa finance plc” on 4 November 2014.

The Issuer was incorporated for the purpose of, amongst other things, acting as a general financing vehicle for the Group, including lending or otherwise making available the proceeds of fundraisings that it engages in from time to time to other members of the Group.

The registered office of the Issuer is Old Terminal Building, Dublin Airport, County Dublin, Ireland and its main telephone number is + 353 1 814 1111.

Issuer’s board of directors

The board of directors of the Issuer is comprised of:

Name:	Address:
Kevin Toland (Chairman)	Old Central Terminal Building, Dublin Airport, County Dublin, Ireland.
Ray Gray	Cloghran House, Dublin Airport, County Dublin, Ireland.
Catherine Gubbins	Cloghran House, Dublin Airport, County Dublin, Ireland.
Marion O’Brien	Old Central Terminal Building, Dublin Airport, County Dublin, Ireland.

There are no potential conflicts between the duties of the Issuer’s directors in such capacity and their private or other professional interests.

Capitalisation and borrowings

The Issuer has an authorised share capital of €1,000,000, made up of 1,000,000 ordinary shares of €1.00 each. It has an issued and fully paid share capital of €40,000, made up of 40,000 ordinary shares of €1.00, each held beneficially by the Guarantor. Following the issue of the Notes and the application of the proceeds in the manner described in this Prospectus (including the refinancing and/or repayment of the 2018 Notes (as defined below) on or around the Closing Date), the Issuer will have outstanding borrowings in an aggregate principal amount of €967.6 million. This comprises:

1. the Notes;
2. €600 million 6.5872 per cent. notes due 2018 (the “**2018 Notes**”) (of which €549,650,000 is outstanding as at the date of this Prospectus and €259,432,000 is expected to be bought back using the proceeds of the Notes on or around the Closing Date);
3. a €47.9 million loan from the European Investment Bank (“**EIB**”) repayable in semi-annual instalments with the final payment due in 2020; and

4. a €229.4 million loan from the EIB repayable in semi-annual instalments with the final payment due in 2031.

The Issuer also currently has access to an undrawn €300 million syndicated revolving credit facility, under which the Issuer and the Guarantor are currently both borrowers and guarantors.

Issuer's subsidiary undertaking

The Issuer has a 100 per cent. beneficially owned subsidiary undertaking, DAA Operations Limited (“**DOL**”), whose business is the owning and leasing of an office premises at Dublin airport. DOL was incorporated on 20 October 1999 as a private limited company under the laws of Ireland with company number 313943 and under the name “Hegberg Limited”, which was changed to “Aer Rianta Operations Limited” with effect from 3 November 2000 and subsequently to “DAA Operations Limited” with effect from 27 April 2005. The registered office of DOL is Old Central Terminal Building, Dublin Airport, County Dublin, Ireland. DOL's objects include general business trading activities and property holding.

Issuer and Guarantor

As a wholly-owned subsidiary undertaking of the Guarantor, the Issuer is dependent on the performance of the Guarantor and the Group to generate sufficient income to enable the Issuer to perform and satisfy its payment obligations under the Notes.

There are no existing or potential conflicts of interest between any duties owed to the Issuer by the Guarantor or the directors of the Guarantor, respectively, and the Guarantor's interests or the directors' private interests or other duties.

The rights of daa plc as a shareholder of the Issuer are contained in the constitution of the Issuer and the Issuer will be managed in accordance with its constitution and with the provisions of Irish law.

Auditors

The auditors to the Issuer and to the Guarantor are Deloitte, Chartered Accountants and Statutory Audit Firm, Ireland, (“**Deloitte**”) whose registered address is Deloitte & Touche House, Earlsfort Terrace, Dublin 2, Ireland. Deloitte is a partnership whose members are chartered accountants and are members of the Institute of Chartered Accountants in Ireland.

DESCRIPTION OF THE GUARANTOR AND THE GUARANTEE

THE GUARANTOR

Introduction

The Guarantor is an Irish incorporated company operating as a public limited company under the Companies Act 2014, the Air Navigation and Transport Acts 1936 to 1998, as amended (the “ANT”) and the State Airports Act 2004, as amended (the “2004 Act”). See also the section below entitled “Regulation”. The Guarantor was incorporated on 5 April 1937 with company number 9401 and under the name “Aer Rianta cpt” which was changed to “Dublin Airport Authority plc” with effect from 8 December 2004 and subsequently to “daa plc” with effect from 4 November 2014. daa’s registered and head office is at Dublin Airport, County Dublin, Ireland and its main telephone number is +353 1 814 1111.

The Guarantor is managed in accordance with its constitution and with the provisions of Irish law.

At the date of this Prospectus, the Group’s core activity comprises airport management and operation and related activities, principally in Ireland, with overseas investments in airports and airport retailing. daa is 100 per cent. beneficially owned by the Minister for Public Expenditure and Reform.

At the date of this Prospectus, daa owns and operates two airports in Ireland, namely Dublin and Cork airports, and its activities include substantial commercial activities at those airports. In 2012, daa divested the assets and liabilities of Shannon airport to Shannon Group plc, which is a separate State-owned company.

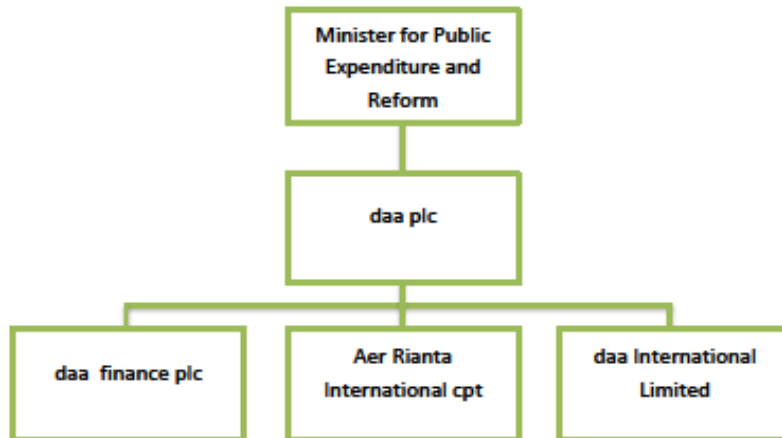
Dublin airport is the largest of the airports owned by daa, handling over 25 million passengers in the year ended 31 December 2015. In 2015, flights from Dublin airport had 184 main destinations (including 167 scheduled destinations) and it was used by 54 airlines (including 33 scheduled airlines). Cork airport had over 2 million passengers in the same period.

The Group also undertakes international airport management, consultancy and retail activities via two wholly-owned subsidiary undertakings of daa, ARI and daaI. ARI has direct and indirect interests in airport retailing/joint ventures and/or management contracts in Europe, the Middle East, New Zealand, Canada and Barbados and investments in Düsseldorf, Larnaca and Paphos airports. daaI recently won a contract to manage and operate the new Terminal 5 facility at Saudi Arabia’s KKIA in Riyadh.

Summary financial information relating to the Group

The information set forth below relates to the Group.

Set out below is a diagram setting out the structure of the Group incorporating the Guarantor, the Issuer and two subsidiary undertakings, ARI and daaI, in summary form. This diagram does not include all of the Group’s subsidiary undertakings and related entities.



The Issuer is a 100 per cent. beneficially owned subsidiary undertaking of the Guarantor and was incorporated by daa to act as a general financing vehicle for the Group. See the section herein entitled “*Description of the Issuer*”.

The following information sets forth consolidated data of the Group as at and for the years ended 31 December 2015 and 31 December 2014 as appropriate, and should be read in conjunction with, and is qualified in its entirety by reference to, the consolidated financial statements of the Guarantor (including the notes thereto) incorporated by reference herein. The information as at and for the years ended 31 December 2015 and 31 December 2014 is derived from the consolidated financial statements of the Guarantor which have been prepared in accordance with Financial Reporting Standard 102 (“**FRS 102**”) and have been audited by the registered auditors to the Guarantor, Deloitte. There has been no material adverse change in the prospects of the Guarantor since the date of its last published audited financial statements.

Group Financial Highlights

	2015	2014
Passengers		
Total ('000)	27,121	23,856
Growth year on year %	<u>14%</u>	<u>6%</u>
Profitability (€'m) *		
Turnover	680	564
Growth year on year %	21%	13%
Group EBITDA (1)	206	181
Growth year on year %	14%	12%
Group profit after tax excluding exceptionals and fair value adjustments	61	42
Group profit after tax for the year	<u>83</u>	<u>31</u>
Balance Sheet (€'m) *		
Gross assets (2)	2,479	2,485
Shareholders' funds (3)	1,121	1,035
Gross debt	(1,081)	(1,123)
Cash	465	523
Net debt	<u>(616)</u>	<u>(600)</u>
Cash Flow (€'m) *		
Cash flow from operating activities	128	164
Net cash flow from investing activities	<u>(86)</u>	<u>(85)</u>
Capital Expenditure (€'m)*		
Capital expenditure additions	<u>120</u>	<u>80</u>
Key Ratios (*)	2015	2014
Group EBITDA : Net interest charge (4)	3.9x	3.6x
Net Debt : Group EBITDA	3.0x	3.3x
Group EBITDA : Turnover	30%	32%
Return on average equity (5)	5.7%	4.1%

* *Group financial statements were prepared under FRS 102 for the first time for the year ended 31 December 2015 and the prior year's financial statements have been restated under FRS 102 for consistency.*

- 1 *Group EBITDA comprises Group earnings before interest, tax, depreciation, amortisation and exceptional items from Group activities, excluding contributions from associated and joint venture undertakings.*
- 2 *Gross assets comprise fixed and current assets.*
- 3 *Shareholders' funds exclusive of non-controlling interests.*
- 4 *Net interest charge comprises Group net interest, excluding associated and joint venture undertakings.*
- 5 *Return on average equity is calculated as Group profit for the year, excluding exceptional items and fair value movements (net of tax), expressed as a percentage of average shareholders' funds.*

Following the issue of the Notes and the application of the proceeds in the manner described in this Prospectus (including the refinancing and/or repayment of the 2018 Notes on or around the Closing Date), the Guarantor (not including its subsidiary undertakings) will have outstanding borrowings in an aggregate principal amount of €235.6 million. This comprises:

- (i) €65.1 million loan from EIB, with €13.5 million payable in semi-annual instalments with final payment due in 2022, €12 million payable in semi-annual instalments with final payment due

in 2023, and €39.6 million payable in semi-annual instalments with final payment due in 2024; and

- (ii) a €170.5 million loan from EIB, repayable in semi-annual instalments with final payment due in 2029.

The Guarantor has also guaranteed the indebtedness of the Issuer under:

- (i) the Notes;
- (ii) the 2018 Notes (of which €549,650,000 is outstanding as at the date of this Prospectus and €259,432,000 is expected to be bought back using the proceeds of the Notes on or around the Closing Date);
- (iii) a €47.9 million loan from EIB repayable in semi-annual instalments with the final payment due in 2020; and
- (iv) a €229.4 million loan from EIB repayable in semi-annual instalments with the final payment due in 2031.

The Guarantor also currently has access to an undrawn €300 million syndicated revolving credit facility, under which the Issuer and the Guarantor are both currently borrowers and guarantors.

Ownership and capital structure

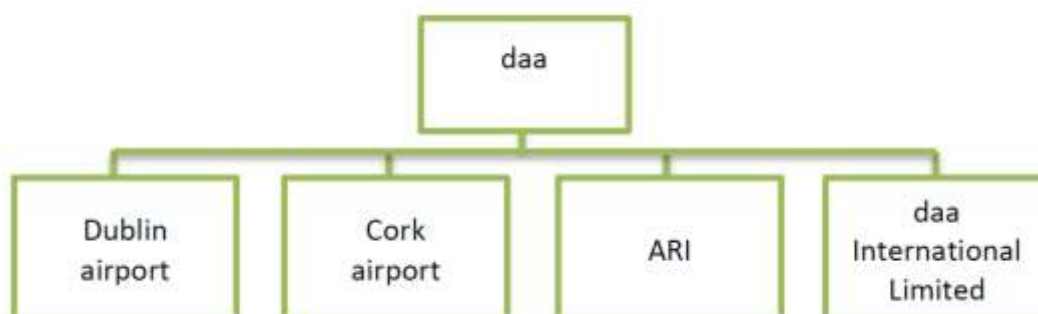
daa has an authorised share capital of 317,500,000 ordinary shares of €1.00 each. The Minister for Public Expenditure and Reform became the sole beneficial owner of the entire issued share capital of 186,336,813 allotted and fully paid ordinary shares of €1.00 each, following the transfer of shares from the Minister for Finance of Ireland in 2012.

The NAP issue in August 2015 clarified that the intention is that Dublin and Cork airports will remain in State ownership and publicly owned by the Minister for Public Expenditure and Reform.

Business of the Group

The Group's current activities can be divided into a number of business segments, namely airport operations, retail, car parking, property, concessions and other activities. Set out below is a description of the main businesses in which the Group is involved. The Guarantor is dependent on its performance and that of its various businesses and subsidiary undertakings to enable it to meet its obligations under the Guarantee.

The diagram below sets out details of the structure of the Group's four main business units.



Airport operations

daa supplies and operates certain airport facilities and infrastructure (excluding, amongst other things, air traffic control services, ground handling and customs) at Dublin and Cork airports. daa plans and develops the airfields, terminal buildings, piers, landside roads and other airport infrastructure that it owns. It is also responsible for the maintenance and management of the infrastructure of, and undertakes security and fire services at, Dublin and Cork airports. Dublin airport has two terminals (Terminal 1 and Terminal 2) and Cork airport has one operational terminal.

Major airlines serving Dublin and Cork airports include Aer Lingus, Ryanair, British Airways, Emirates, Etihad and Lufthansa. The Group has a 91 per cent. market share of the travel market for Ireland and a 73 per cent. market share of the travel market for the island of Ireland, including Northern Ireland (67 per cent. for Dublin airport and 6 per cent. for Cork airport). By way of comparison, Shannon airport has a 5 per cent. market share and Belfast's two airports have a 19 per cent. market share in each case of the travel market for the island of Ireland, including Northern Ireland. Airports Council International, the global airports trade representative body, ranked Dublin airport fifth among EU airports for route frequency to North America in 2016 and ranked it the eleventh largest international passenger airport in the EU in 2015.

Airport Charges at the two airports arise directly from aeronautical operations and passenger/freight facilitation. They include landing fees, aircraft parking fees, airbridge hire, passenger charges, charges for Persons with Reduced Mobility ("PRM") and security. Air travel tax ceased to apply to departures of passengers on flights from Irish airports in April 2014. An independent regulatory regime exists for Airport Charges, overseen by CAR (see the section below entitled "*Regulation*"). The Group operates an incentive scheme for its key airline customers. In the year ending 31 December 2015, approximately €257 million, representing approximately 38 per cent. of the Group's turnover, was derived from Airport Charges.

Retail

The Group has managed and operated airport shops for over twenty-five years and airport retailing remains one of the core business activities of the Group. Airport retailing is a major contributor to the Group's revenues and profitability. daa directly operates airport shopping and retailing activities at Dublin and Cork airports. A proportion of specialist retail outlets, together with all food and beverage activities, are concessioned out at Dublin and Cork airports. In the year ending 31 December 2015, turnover from total direct retail sales (including concession income from retail and catering activities) at the two airports accounted for approximately €132 million, representing approximately 19 per cent. of the Group's turnover and 54 per cent. of the two airports' commercial revenues.

Car parking

daa directly operates short-term and long-term public car parks at Dublin and Cork airports. The number of spaces, both short-term and long-term, at Dublin airport currently in use is 22,902 and at Cork airport is 4,014, as at 31 December 2015. This quantum of long term car parking spaces does not include non-daa owned car parks operated by third parties.

In the year ended 31 December 2015, turnover from car parking operations at the two airports accounted for approximately €36 million, representing approximately 5 per cent. of the Group's turnover and 15 per cent. of the two airports' commercial revenues. 83 per cent. of Dublin airport parking was sold online in 2015.

Property, concessions and other activities

The Group currently operates a number of other "non-retail" concessions such as the provision of car hire and banking/foreign exchange, as well as advertising activities and/or airport-campus property rental activities at Dublin and Cork airports.

In the year ended 31 December 2015, turnover from rents, concessions, advertising and other activities at the two airports accounted for approximately €77 million, representing approximately 11 per cent. of Group turnover. Property and other revenues represent 24 per cent. and 7 per cent. respectively of the two airports' commercial revenues.

In 2015, the Group transferred some 70 acres of land comprising of DAC land to outside the regulatory till. This zone will incorporate extensive office space, hotel and conference facilities, car parking and retail space. In addition, daa completed the initial building, known as "One DAC", refurbished to a Grade A, Leed Gold, office accommodation standard and which has been fully let.

Unlike many other European airports, daa does not derive any earnings from the direct provision of ground handling services such as handling of aircraft, passengers and cargo at the airports currently owned by daa.

ARI

The Group undertakes international airport management, consultancy, retail and other activities via two wholly-owned subsidiary undertakings of daa, ARI and daaI and/or their subsidiaries and joint ventures.

ARI has direct and indirect interests in airport retailing concessions, businesses, joint ventures and/or management contracts in Europe, the Middle East, India, New Zealand, Canada and Barbados, including a 20 per cent. shareholding in Düsseldorf airport and an 11 per cent. shareholding in Larnaca and Paphos airports. Düsseldorf airport has a consistently strong track record of profits and dividends and, according to Airports Council International, the global airports trade representative body, is one of the top 20 airports in the EU for international passengers. ARI intends to pursue similar opportunities in other regions. The majority of ARI's Group retail activities are subject to arrangements that are fixed period contracts that include guaranteed minimum concession fees or concession arrangements payable by subsidiary undertakings, joint ventures and other entities within the ARI Group and the performance of some of these concession arrangements are also guaranteed by subsidiary undertakings within the Group. Many of ARI's retail activities are subject to early termination conditions/clauses in certain circumstances. The early termination of, or underperformance of the operating business of, ARI's major concession contracts could have a material adverse effect on ARI's business, financial condition and results of operations and consequently, impact on those of the Group.

In 2015, an ARI subsidiary won a contract in Abu Dhabi to operate retail operations in the new Midfield terminal in Abu Dhabi International Airport for 10 years. The new terminal is scheduled to open in December 2017.

In 2016, a subsidiary of ARI retained its position as the duty free operator at Muscat International Airport in Oman when it won the tender to operate a duty free contract in a new terminal at Muscat International Airport. The 10 year duty free concession agreement with Oman Airports Management Company is scheduled to commence in early 2017, upon the opening of a new terminal.

In the year ended 31 December 2015, consolidated turnover of ARI, not including that of associated companies, amounted to approximately €178 million, representing approximately 26 per cent. of the Group's turnover.

daaI

daaI was launched in late 2013 to provide international airport management, advisory services and aviation training services. daaI recently won a contract to manage and operate the new Terminal 5 facility at Saudi Arabia's KKIA in Riyadh.

Person with reduced mobility

The European Communities (Rights of Disabled Persons and Persons with Reduced Mobility when Travelling by Air) Regulations 2008 (S.I. No. 299 of 2008) came into law in 2008. Dublin and Cork airports offer persons with reduced mobility the opportunities for air travel comparable to those of other citizens.

Current major capital expenditure plans

The Group's capital expenditure plan relates primarily to investment in the terminals and airfield at Dublin airport. This capital expenditure will be applied towards the cost of the care and maintenance works required for Dublin airport as well as some initiatives to address current apron and stand availability issues and maintenance work for the existing runway. In addition, this funding will be allocated towards commercial projects such as the expansion of the car park for Terminal 2 (the "**T2 Car Park**") and the introduction of new security technologies for the central screening area and other re-development work in Terminal 1.

As with all airports, each of Dublin and Cork airport is a system of processors or facilities, each with its own capacity constraint which sets limits on the growth of the airport without further re-engineering of the processes around the facility and investment to increase the capacity.

As part of the regulatory process to determine the maximum level of Airport Charges for the five year period from 2015 to 2019, the amount of capital expenditure at Dublin airport to be expended by the Group that was allowed by CAR to be recovered via Airport Charges was set at €649 million. This allowance comprised a number of agreed projects and also included €308 million allocated to projects qualifying for remunerations when certain pre-agreed capacity triggers were met, and the most significant of these being the new parallel runway. On the basis that the level of passenger growth has been in excess of expectation, the Group may have to engage in additional capital expenditure outside of these agreed parameters to deal with capacity requirements. Capital requirements also arise in respect of operations in Cork airport and the Group's retailing interests in ARI.

New parallel runway

Dublin airport received planning permission in August 2007 to build a new parallel runway but the plans were put on hold due to the economic downturn and subsequent fall in passenger numbers from over 23 million in 2008 to 18 million in 2010. The recovery in passenger numbers since 2010 has been significant, increasing to 25 million in 2015, with growth of 15 per cent in 2015 compared to 2014. The continuation of growth at Dublin airport is dependent on having sufficient capacity available to satisfy future demand. The proposed new parallel runway would significantly improve Ireland's connectivity and play a critical role in growing passenger numbers and sustaining future economic development of Ireland. Subject to the satisfactory resolution of the planning conditions described in the section above entitled "*Risk factors – Business and operational risk – New parallel runway development at Dublin airport*", initial works on the new parallel runway are due to commence in late 2016 at the earliest.

State infrastructure – New metro north scheme

The National Transport Authority published the Transport Strategy for the Greater Dublin Area 2016 to 2035 ("**GDA Transport Strategy**"), in April 2016. It has been approved by the Minister for Transport, Sport and Tourism (the "**Minister for Transport**") in accordance with relevant legislation. The Transport Strategy proposes a new metro rail system ("**Metro North**") that will provide a light rail link from the Dublin south city centre to Swords via Dublin airport, operating in a tunnel under Dublin city centre, and providing a high frequency, high capacity service. The route for Metro North is defined and the areas are safeguarded and will be subject to an agreement with the relevant State agency.

The new proposal will follow the same alignment as the previously proposed Metro North scheme, but with some changes including smaller and fewer stations and vertical alignment changes. The GDA Transport Strategy also proposes that the Luas Green Line (a Dublin light rail metro system) will be upgraded to Metro standard. From the city centre, it will link into Metro North providing a cross-city rail corridor, which will serve Dublin airport. There is no timeframe for delivery or for the commencement of design or progression to the planning stage, but it is estimated to be delivered in 2026.

An implementation plan for the Transport Strategy is proposed to be prepared over the next nine months setting out more detail on timeframes and investment priorities.

Regulation

Introduction

The Group is obliged to conduct its activities in accordance with a range of laws, regulations and codes of conduct, including, without limitation, the Code of Practice for the Governance of State Bodies issued by the Department of Finance in October 2001 (amending the Guidelines for State Bodies issued by the Department of Transport, Energy and Communications in 1992) (the “**Code of Practice**”), the Financial Transactions of Certain Companies and Other Bodies Act 1992 and the Borrowing Powers of Certain Bodies Act 1996 (the “**Transactions Acts**”). In addition, daa is subject to the ANT and the 2004 Act.

Amongst other things, the Code of Practice and the ANT require daa and other members of the Group to obtain ministerial approval for acquiring or incorporating new subsidiaries, making equity investments, incurring borrowing or changing its constitution.

The Group’s current statutory aggregate borrowing cap is set at €1.8 billion. As at 30 April 2016, the principal amount outstanding of the Group’s aggregate borrowings were €1,063.1 million.

The Commission for Aviation Regulation

CAR was established by the Aviation Regulation Act, 2001. The 2001 Act was subsequently amended by the State Airports Act 2004 and the Aviation Act 2006. The principal function of CAR is to determine the maximum level of Airport Charges. The three statutory objectives which CAR must apply in making a determination on Airport Charges at Dublin airport, as set out in the 2004 Act, are:

1. to facilitate the efficient and economic development and operation of Dublin airport which meets the requirements of current and prospective users of the airport;
2. to protect the reasonable interests of current and prospective users of Dublin airport; and
3. to enable daa to operate and develop Dublin airport in a sustainable and financially viable manner.

CAR also holds responsibility under legislation for a number of other aviation functions including those relating to ground handling, slot coordination and airline licensing.

The EU Airport Charges Directive was implemented in Ireland in 2009. The core model provided for in the Directive is for direct consultations between airports and airlines on Airport Charges with disputes being referred to the independent supervisory body for decision. In contrast, the model included in Irish legislation stipulates that the independent supervisory body determines the maximum level of Airport Charges, facilitates the consultation process engaged by the airport, and is also subject to specific statutory appeal procedures. A request may be made to the Minister for Transport to establish an appeal panel to review a determination within three months of the determination to which it relates. The Minister for Transport may refuse to establish an appeal panel if he or she believes the

request is vexatious, frivolous or without substance. The appeal panel, if established, must either confirm the determination or if it feels there are sufficient grounds to do so, it will refer the decision back to the Commission for review within two months of the establishment of the panel. Within one month of this referral, the Commission must either affirm the determination or issue an amendment.

Frequency of determinations

Under the current statutory framework, a determination on Airport Charges at Dublin airport may cover a period of not less than four years although, in practice, determination periods have been 5 years in length. CAR may however carry out an interim review of a determination at any time during that period if it deems that there are substantial grounds for so doing, either of its own volition or following a request from an interested party.

Approach to regulation

In determining the price cap on Airport Charges at Dublin airport, CAR has used a “building-blocks” approach. The building blocks are an estimate of efficient future operating costs, a return on capital, a return of capital (a depreciation allowance) and future commercial revenues from certain activities at the airport.

CAR has then set a cap on the maximum level of Airport Charges having regard to those different factors, expressed as a maximum aeronautical revenue figure per passenger (the price cap). In its determinations, CAR has applied a “CPI (*consumer prices index*) minus X” regulatory formula, which allowed for positive annual inflationary and negative adjustments to the price caps.

Current regulatory determination

2015 is the first year of the 2015 to 2019 regulatory period – in this regulatory period the price cap will fall by 4.2% per annum in real terms up to and including 2019. The 2015 average charge per passenger was €9.75 per regulated entity accounts compared to the price cap set by CAR adjusted for inflation of €10.26. The average price per passenger is lower than the price cap due to the requirement for Dublin airport to remain competitive in the airports market to grow market share. The current determination allows Dublin airport to carry forward any under collections of revenue against the allowed maximum price cap into future price cap calculations subject to the under collection not exceeding 5% of revenues that the airport was entitled to collect that year.

The CAR capital expenditure allowance for the five year period is €341 million (excluding trigger projects of €309 million). Capital expenditure on regulated activities in 2015 at Dublin airport was €65.6 million (2014: €55.9 million). CAR’s determination incorporated an allowance for a real, pre-tax return of 5.8% on the Group’s RAB.

Future changes to regulation

The NAP sets out that the system of Airport Charges for Ireland should be fit-for-purpose and appropriate to the Irish aviation market and allow the market to develop in line with the objective of the NAP, while also taking into account the Government’s statement of general principles for sectoral economic regulation and requirements of the EU Airport Charges Directive. In this context it calls for an independent review of Airport Charges regulation to be completed to deliver options and recommendations for a future regulatory system for Airport Charges. This independent review is under way and it is expected that the Department of Transport will conduct a public consultation on any recommendations for changes to the existing regulatory regime which result from this review.

Triggers

Four triggers have been included in the price cap formulae which increase the maximum level of Airport Charges per passenger should events occur that require daa to undertake additional capital

expenditure. The new parallel runway would trigger an increase of €0.59 in the annual price cap per passenger and other projects that meet such triggers would similarly increase the price cap such as:

- additional runway line up points (€0.10),
- T2 Hold Baggage Screening Standard 3 (€0.07) and
- Pier 2 Segregation (€0.06).

CAR has indicated that they intend to conduct an Interim Review of the 2014 Determination later in 2016. The proposed purpose of this review is to consult on means to better align the timing of the remuneration of the new parallel runway capital allowance with the expected delivery timeline of the project. However, the full and final scope of the Interim Review has not yet been published.

CAR's 2014 Determination, governing the Airport Charges at Dublin airport is available at CAR's website (www.aviationreg.ie).

Slot coordination

Slot coordination is a technique designed to balance the supply and demand for airport capacity in order to avoid unnecessary congestion and delays. This operates through the issue of permissions for aircraft to land and take off at particular times. In Ireland, CAR has been designated as the competent authority for the purposes of application of Council Regulation (EEC) No. 95/93 (as amended by Regulation (EC) No. 793/2004) and in 2007 CAR designated Dublin airport as a slot coordinated airport. Airlines operating at Dublin airport are therefore required to have been allocated a slot by the airport's independently appointed coordinator, Airport Coordination Limited, before they can operate into and out of Dublin airport. Cork airport is not slot coordinated.

Ground handling

Council Directive 96/67/EC of 15 October 1996 (Access to the Ground Handling Market at Community Airport Regulations) was transposed into Irish law by the European Communities (Access to the Ground Handling Market at Community Airports) Regulations 1998 (S.I. No. 505 of 1998) ("**S.I. 505**"), with the purpose of liberalising ground handling activities at airports. Where fees apply for access to airport installations ("**ATI Fees**"), prior approval for such fees must, in accordance with S.I. 505, be obtained from CAR. Additionally, CAR has set a cap on the total amount of the ATI Fees which can be earned annually at Dublin airport during the current determination period, 2015 to 2019. Ground handling services at Dublin and Cork airports are provided by airlines self-handling and third party handlers. Passenger handling, baggage handling, ramp handling, freight and aircraft maintenance services are provided by third parties at Dublin and Cork airports.

Licensing

Dublin and Cork airports are licensed by the IAA pursuant to the IAA (Aerodromes and Visual Ground Aids) Order 2000 (Statutory instrument number 334 of 2000). These licences are reviewed by the IAA on a regular basis to ensure adherence to their conditions and they are required to be renewed annually.

Environment and related matters

Dublin and Cork airports participate fully in their appropriate regional planning fora. Sustainability of the operational and future development needs of the airports are key objectives of the planning regime. All development must comply with appropriate planning permissions and regulation and, where required, with all prescribed requirements of applicable environmental law and regulation.

daa regularly reviews land requirements at Dublin and Cork airports for conformity with anticipated operational and environmental needs.

Safety and security

A committee of the Board formally overviews daa's activities in the area of safety and security. daa operates formal programmes in respect of aviation related safety and security which are regularly reviewed by the IAA, the Health and Safety Authority and the Department of Transport respectively.

Insurance

The Group currently maintains insurance in respect of certain key risk categories, including property, terrorism, aviation liability (public liability), aviation terrorism, employer's liability, directors and officers liability, motor and travel. daa also currently has owner controlled all risks insurance in respect of major contractors for the duration of its domestic capital investment programme. The Group engages reputable insurance brokers to manage the securing of insurance lines with underwriters on its behalf and to advise on the scope of cover to be maintained, having regard to the key insurable risks, the limits of liability, prevailing practice and premium cost considerations.

Board and employees

Board of directors

The board of directors of daa (the "**Board**") comprises eight non-executive directors, four employee representative directors and one executive director (the "**Chief Executive**"). The role of the Chairman is separate from that of the Chief Executive. The Minister for Transport, with the consent of the Minister for Public Expenditure and Reform, appoints the Chairman and the non-executive directors to the Board. The non-executive directors are appointed by the Minister for Transport for a term of typically 2 to 5 years. The Chief Executive entered into a seven year contract with daa in 2012, with effect from 1 January 2013. The Chief Executive is appointed by, and is an *ex officio* member of, the Board. Employee representative directors are appointed to the Board for a term of up to four years following a nomination and election process under the Worker Participation (State Enterprises) Acts 1977 to 2001.

A number of standing committees of the Board have been established to assist the Board in the discharge of its responsibilities. These currently comprise the Finance Committee, the Audit Committee, the Cork Airport Committee, the Health, Safety, Security and Environment Committee, the Nomination and Remuneration Committee and the Strategic Infrastructure Committee.

The Audit Committee reviews matters relating to the financial affairs and internal control arrangements of the Group. The Cork Airport Committee monitors the operational and financial performance of Cork airport. The Health, Safety, Security and Environment Committee monitors and reviews matters in relation to aviation safety, and health and safety at work at each of Dublin and Cork airports. The Nomination and Remuneration Committee determines and approves remuneration and bonus arrangements for the Group's senior management and also deals with key senior executive appointments. The Strategic Infrastructure Committee advises the Board on the medium and long term infrastructural needs of Dublin and Cork airports.

Details of the current members of the Board are set out below. Ann-Marie O'Sullivan's term as a director has expired and no appointment or reappointment has taken place. Each director's business address is daa plc, Dublin Airport, County Dublin, Ireland. The non-executive directors and Chief Executive are free from any business or other relationship that could materially affect, or could appear to affect, the exercise of their independent judgment. Members of the Board may hold directorships of third party companies or partnerships, some of which (or whose affiliates) may, in the normal course of business, undertake transactions on an arms' length basis with the Group. Disclosure is provided as required of related party transactions and where the director holds a material interest in

the relevant entity. None of daa's directors have any beneficial interest in shares of the Group. There are no potential conflicts between the duties of the Guarantor's directors in such capacity and their private or other professional capacity save as referred to below.

Pádraig Ó Ríordáin (*Chairman, appointed to the Board in January 2012*)

Pádraig Ó Ríordáin was originally appointed Chairman in January 2012 and reappointed in January 2015. Pádraig is a corporate partner in Arthur Cox, the leading Irish law firm, where he served as Managing Partner from 2003 to 2011. In 2009, he was named European Managing Partner of the Year and in 2012 was awarded the Lifetime Achievement Award by Managing Partners' Forum. He studied law in University College Cork and Harvard Law School and is qualified as a lawyer in both Ireland and New York. He is a non-executive director of Paddy Power Betfair plc. Pádraig is Chair of the Nomination and Remuneration Committee, the Strategic Infrastructure Committee, the Finance Committee and the Cork Airport Development Council.

Kevin Toland (*Chief Executive, appointed in January 2013*)

Kevin Toland became Chief Executive of daa in January 2013. Prior to joining the company, Kevin was Chief Executive and President of Glanbia USA & Global Nutritionals, based in Chicago, Illinois. Previous roles at Glanbia, which he joined in 1999, included Group Development Director, Chief Executive of Consumer Foods and Director of Strategy and Marketing. Before joining Glanbia, Kevin held a number of senior management positions with Coca-Cola Bottlers in Russia and with Grand Metropolitan in Ireland and Central Europe. He is a fellow of the Institute of Chartered Management Accountants and holds a Diploma in Applied Finance from the Irish Management Institute. Kevin is on the board of Irish Business and Employers Confederation (IBEC) and is a Council Member with the Irish Management Institute (IMI). Kevin was appointed to the Cork Airport Committee in April 2014 and is a member of the Finance Committee.

Niall Greene (*Appointed to the Board in July 2012*)

Niall Greene was appointed to the Board in July 2012. His extensive career in aviation started in Aer Lingus and encompassed senior positions in GPA Group and GE Capital Aviation Services. He currently serves on the boards of a number of aviation finance related companies, is Chair of the Governing Body of Limerick Institute of Technology and a member of the board of the Institute of International and European Affairs. He holds LLB and LLM degrees from the University of Limerick. Niall has considerable knowledge of aviation matters and experience in advising private and public sector organisations. He was appointed chair of the Health, Safety, Security and Environment Committee in December 2012.

Patricia King (*Appointed to the Board in July 2012*)

Patricia King was appointed to the Board in July 2012. Patricia is General Secretary of the Irish Congress of Trade Unions (ICTU) – the umbrella organisation for trade unions in Ireland. She was Vice President of SIPTU and has served as a board member of the RTE Authority, the National Roads Authority and Pobal. She was appointed to the Apprenticeship Council in November 2014. Patricia has extensive experience in the field of industrial relations at both sectoral and national level in Ireland.

John Lynch (*Appointed to the Board in February 2012*)

John Lynch was originally appointed to the Board in February 2012 and reappointed in February 2015. John heads the Europe, Middle East and Africa marketing operations at aircraft leasing company BBAM and is managing director at its Zurich office. He was part of the management team at BBAM which successfully completed an MBO of Babcock & Brown's aircraft leasing business in 2010. Before joining BBAM, John spent 12 years in various senior executive positions at Babcock &

Brown. An engineering graduate of Trinity College Dublin, he also holds an MBA from University College Dublin. He is a member of the Finance Committee.

Colm McCarthy (*Appointed to the Board in February 2012*)

Colm McCarthy was originally appointed to the Board in February 2012 and reappointed in February 2015. Colm, a graduate of University College Dublin and University of Essex, has lectured at Dubrovnik International University and University College Dublin. He worked at the Central Bank, the Economic and Social Research Institute (ESRI) and with DKM Economic Consultants. Colm chaired the Irish government's Review Group on State Assets and Liabilities and the Special Group on Public Service Numbers and Expenditure Programmes. Since his appointment to the Board in 2012, Colm has served on the Audit Committee and is a member of the Finance Committee.

Des Mullally (*Appointed to the Board in January 2014*)

Des Mullally was appointed to the Board in January 2014 under the Worker Participation (State Enterprises) Acts 1977 to 2001. Des joined the Group in 1983 and is the Retail Sales Support Manager at Dublin airport. Since joining the Group, Des has worked in airport retailing in Ireland and overseas. Des is a member of the Impact trade union and the Irish Congress of Trade Unions Worker Directors Group.

Barry Nevin (*Appointed to the Board in March 2005*)

Barry Nevin was appointed to the Board in March 2005 under the Worker Participation (State Enterprises) Acts 1977 to 2001, reappointed in October 2009 and again in January 2014. Barry joined daa in 1991 and works in the Airport Police and Fire Service. He is a member of the SIPTU trade union and the Irish Congress of Trade Unions Worker Directors Group. Barry holds a Law degree from Dublin Institute of Technology. Barry has knowledge of company operations and experience dealing with industrial matters. He is a member of the Health, Safety, Security and Environment Committee. He also chaired this committee from December 2011 to December 2012.

Eric Nolan (*Appointed to the Board in January 2014*)

Eric Nolan was appointed to the Board in January 2014 under the Worker Participation (State Enterprises) Acts 1977 to 2001. Eric joined the Group in 2003 and works in the Airport Police and Fire Service at Cork airport. He is a member of the SIPTU trade union as well as the Irish Congress of Trade Unions Worker Directors Group. Eric served on the Board of Cork Airport Authority Plc from April 2010 to December 2011. Eric holds an ACI Diploma in Airport Operations and has worked in both Dublin and Cork airports. Eric is a member of the Cork Airport Committee and has been since April 2014.

Paul Schütz (*Appointed to the Board in July 2012*)

Paul Schütz was appointed to the Board in July 2012 and reappointed in July 2015. Paul is a former Chief Executive of Aer Arann and a member of the Chartered Institute of Management Accountants. He has more than 20 years' experience in the airline industry holding senior finance and general management roles with a number of different companies. Since December 2012, Paul has been a member of the Audit Committee.

Denis Smyth (*Appointed to the Board in January 2014*)

Denis Smyth was appointed to the Board in January 2014 under the Worker Participation (State Enterprises) Acts 1977 to 2001. Denis joined the Group in 1979 and currently holds the position of Airport Duty Manager. He is a member of the SIPTU trade union and the Irish Congress of Trade Unions Worker Directors Group. Denis holds diplomas in Airport Operations Management and

Security Management. He was appointed to the Health, Safety, Security and Environment Committee in March 2014 and is a member of the Finance Committee.

Gerry Walsh (*Appointed to the Board in November 2009*)

Gerry Walsh was first appointed to the Board in November 2009, reappointed in February 2012, February 2013 and again in July 2015. As an independent business advisor, he provides strategic support to the boards and senior management teams of a number of Irish and international companies and is a non-executive director of a number of Irish companies. Gerry has knowledge and experience of working in the Irish commercial semi-state sector gained from his time as Chief Executive of Bord Gáis Energy from 2000 to 2007. He led the transition of the company to an all-Ireland energy company providing both gas and electricity to customers throughout the island of Ireland. He is an engineering graduate from UCC. Gerry was the Chairman of Cork Airport Authority plc from 2009 to the end of 2011. Gerry is Chair of the Audit Committee and has been since February 2012, having served as a member of the committee from February 2010. Gerry is also a member of the Nomination and Remuneration Committee since November 2010 and the Cork Airport Committee since April 2014.

Employees and pensions

During 2015, the Group employed a total of 3,300 full time or equivalent staff, of which 2,493 were employed in its Irish airport activities (including retail), 794 full time employees who were employed in ARI and 13 employees who were employed in daaI.

The Group operates, or participates in pension schemes in respect of the parent company, daa, and its principal subsidiary undertakings. These arrangements are more fully described in the Guarantor's 2015 annual report, which forms part of the audited consolidated financial statements of the Guarantor as at and for the year ended 31 December 2015 which are incorporated by reference herein.

THE GUARANTEE

Pursuant to clause 5 of the Trust Deed the Guarantor has agreed to guarantee the payment of all sums payable by the Issuer under the Trust Deed, the Notes and the Coupons. As a separate, independent and alternative stipulation, the Guarantor has agreed to indemnify the Trustee and each Noteholder and Couponholder against losses suffered as a result of non-payment by the Issuer of any amounts payable under the Trust Deed, the Notes and the Coupons.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions (the “**Conditions**”) of the Notes which (subject to completion and amendment) will be endorsed on each Note in definitive form:

The €400,000,000 1.554 per cent. notes due 2028 (the “**Notes**”, which expression includes any further notes issued pursuant to Condition 14 (*Further issues*) and forming a single series therewith) of daa finance plc (the “**Issuer**”) are constituted by a trust deed dated 7 June 2016 (as amended or supplemented from time to time, the “**Trust Deed**”) between the Issuer, daa plc (the “**Guarantor**”) and BNP Paribas Trust Corporation UK Limited, as trustee (the “**Trustee**”, which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed) and are the subject of a paying agency agreement dated 7 June 2016 (as amended or supplemented from time to time, the “**Paying Agency Agreement**”) between the Issuer, the Guarantor, BNP Paribas Securities Services, Luxembourg Branch, as paying agent (the “**Paying Agent**”, which expression includes any successor, substitute and additional paying agent(s) appointed from time to time in connection with the Notes) and the Trustee. Certain provisions of these Conditions are summaries of the Trust Deed and the Paying Agency Agreement and are subject to their detailed provisions. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions of the Paying Agency Agreement applicable to them. Copies of the Trust Deed and the Paying Agency Agreement are available for inspection by Noteholders during normal business hours at the specified offices of the Paying Agent, the specified office of the initial Paying Agent at 7 June 2016 (the “**Issue Date**”) being set out below.

1. **Form, denomination and title**

The Notes are in bearer form, serially numbered, in the denominations of €100,000 and integral multiples of €1,000 in excess thereof, up to, and including, €199,000, with Coupons attached at the time of issue. Notes of one denomination may not be exchanged for Notes of another denomination.

Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such holder.

2. **Status and Guarantee**

2.1 **Status of the Notes**

The Notes constitute direct, general, unsubordinated and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

2.2 **Guarantee**

The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer under the Trust Deed, the Notes and the Coupons. This guarantee (the “**Guarantee**”) constitutes direct, general, unsubordinated and unconditional obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

3. Negative pledge

So long as any Note remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor nor any Material Group Company shall create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or any guarantee of any Relevant Indebtedness without at the same time or prior thereto (i) securing all amounts payable under the Trust Deed equally and rateably therewith to the satisfaction of the Trustee or (ii) providing such other security for all amounts payable under the Trust Deed as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an “Extraordinary Resolution” (as that term is defined in the Trust Deed) of Noteholders (an “**Extraordinary Resolution**”), provided, however, that nothing herein shall prevent the Issuer, the Guarantor or any Material Group Company from incurring any Permitted Non-Recourse Indebtedness.

In these Conditions:

“**Core Dublin Airport Assets**” means the runways, aircraft piers, taxiways and aprons and the terminal buildings which in each case are located at Dublin airport for the time being;

“**EBITDA**” in respect of:

- (a) the Guarantor for any relevant period, means the amount specified as constituting “EBITDA” in the most recent audited consolidated financial statements of the Guarantor for that period; and
- (b) a Subsidiary of the Guarantor for any relevant period shall be determined by reference to the audited consolidated financial statements of that Subsidiary for that period, adjusted where necessary to apply the same accounting principles that were adopted in the preparation of the Guarantor’s audited consolidated financial statements for that period and provided further that where a Subsidiary of the Guarantor itself has Subsidiaries, EBITDA for that Subsidiary shall be determined on a consolidated basis in respect of those Group Companies;

“**Group**” at any time means the Guarantor and its Holding Undertakings and Subsidiaries and the Subsidiaries of any such Holding Undertaking at such time and “**Group Company**” shall be construed accordingly;

“**Holding Undertaking**” has the meaning given to that term in section 275(1) of the Companies Act 2014, as amended from time to time;

“**Material Group Company**” means any Subsidiary of the Guarantor that owns part of any of the Core Dublin Airport Assets:

- (a) whose EBITDA (consolidated in the case of a Subsidiary which itself has Subsidiaries) represents not less than 12.5 per cent. of the Guarantor’s EBITDA, all as calculated by reference to the latest audited consolidated financial statements of the Group and the audited financial statements of each Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) respectively; or
- (b) whose total net assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 12.5 per cent. of the consolidated total net assets of the Guarantor and its Subsidiaries taken as a whole, all as calculated by reference to the latest audited consolidated financial statements of the Group and the audited

financial statements of each Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) respectively; or

- (c) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Guarantor which immediately before the transfer is a Material Group Company,

provided that:

- (i) notwithstanding sub-paragraphs (a), (b), (c) above, Aer Rianta International cpt and its Subsidiaries shall be deemed not to be, and shall never constitute, Material Group Companies; and
- (ii) within ten business days in Ireland of the Issue Date and within ten business days in Ireland of each subsequent date that audited consolidated financial statements of the Guarantor and its Group Companies are presented to its shareholders for approval, or, if audited consolidated financial statements of the Guarantor and its Group Companies are not presented to its shareholders for approval within six months of its most recent financial year end, within 28 days of a request by the Trustee, the Guarantor will deliver a certificate to the Trustee signed by two directors of the Guarantor attaching a report from its Auditors (as defined in the Trust Deed) that:
- (A) specifies which Subsidiaries are, at the date of such accounts, Material Group Companies (based upon the tests set out in sub-paragraphs (a), (b), (c) and (i) hereof); and
- (B) confirms that the same accounting principles were used in the determination of EBITDA for the Group and the Subsidiaries respectively,

and such report shall, in the absence of manifest error, be conclusive and binding on all parties;

“Permitted Non-Recourse Indebtedness” means Relevant Indebtedness incurred in relation to a transaction where the original commercial intent is that there is no recourse to the Issuer, the Guarantor or a Material Group Company and none of the Issuer, the Guarantor nor any Material Group Company has consented to a change in the non-recourse nature of that transaction;

“Relevant Indebtedness” means any present or future indebtedness evidenced by notes, bonds or other securities which are or which are capable of being, at the request or with the prior consent of the Issuer, the Guarantor or a Material Group Company, quoted, listed or dealt in for the time being on any stock exchange or other similar generally recognised market for securities;

“Security Interest” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction; and

“Subsidiary” has the meaning given to that term in section 275(1) of the Companies Act 2014, as amended from time to time.

4. **Interest**

The Notes bear interest from and including the Issue Date at the rate of 1.554 per cent. per annum, payable in arrear on 15 December in each year (each an “**Interest Payment Date**”) except that (i) the first payment of interest, to be made on 15 December 2016, will be in respect of the period from and including the Issue Date to but excluding 15 December 2016 and will amount to €8.11 per Calculation Amount (as defined below) and (ii) the final payment of interest, to be made on 7 June 2028, will be in respect of the period from and including 15 December 2027 to but excluding 7 June 2028 and will amount to €7.43 per Calculation Amount. Each period from and including the Issue Date to but excluding the first Interest Payment Date and each succeeding period from and including one Interest Payment Date but excluding the next Interest Payment Date is hereinafter referred to as an “**Interest Period**”.

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest at such rate (as well after as before judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after any Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

If interest is required to be calculated for any period other than a complete Interest Period the day-count fraction used will be the actual number of days in the relevant period divided by the actual number of days in the Interest Period in which such payment falls (including the first such day but excluding the last).

Interest in respect of any Note shall be calculated per €1,000 in principal amount of the Notes (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for any period shall be equal to the product of 1.554 per cent., the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest euro cent (half a euro cent being rounded upwards).

5. **Redemption and purchase**

5.1 **Scheduled redemption**

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on 7 June 2028.

5.2 **Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable) at their principal amount, together with interest accrued to the date fixed for redemption, if, immediately before giving such notice, two directors of the Issuer or the Guarantor, as the case may be, certify to the Trustee in the manner set out herein that:

- (a) (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Ireland or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent

jurisdiction), which change or amendment becomes effective on or after 3 June 2016; and

- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (b) (i) the Guarantor has or (if a demand was made under the Guarantee) would become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Ireland or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 3 June 2016; and
- (ii) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor (as the case may be) would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee were then made.

Prior to the publication of any notice of redemption pursuant to this Condition 5.2, the Issuer shall deliver or procure that there is delivered to the Trustee:

- (1) a certificate signed by two directors of the Issuer stating that the circumstances referred to in paragraph (a)(i) and (a)(ii) above prevail and setting out the details of such circumstances or (as the case may be) a certificate signed by two directors of the Guarantor stating that the circumstances referred to in paragraph (b)(i) and (b)(ii) above prevail and setting out details of such circumstances; and
- (2) an opinion in form and substance satisfactory to the Trustee of independent legal advisers of recognised standing to the effect that the Issuer or (as the case may be) the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment.

The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in paragraphs (a)(i) and (a)(ii) above or (as the case may be) paragraphs (b)(i) and (b)(ii) above, in which event they shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 5.2, the Issuer shall be bound to redeem the Notes in accordance with this Condition 5.2.

5.3 **Redemption at the option of Noteholders**

A change of ownership put event (the “**Change of Ownership Put Event**”) will be deemed to occur if at any time while any of the Notes remains outstanding, a Change of Ownership Event occurs and:

- (a) on the date (the “**Relevant Trigger Date**”) that is the earlier of (1) the date of the occurrence of the relevant Change of Ownership Event and (2) the date of

the earliest Relevant Potential Change of Ownership Decision (if any), the Notes carry:

- (i) a credit rating from any Rating Agency and there occurs, within the Change of Ownership Period, a Rating Downgrade; or
- (ii) no credit rating and a Negative Rating Event occurs within the Change of Ownership Period,

provided that an event shall be deemed not to be a Change of Ownership Event if, notwithstanding the occurrence of a Rating Downgrade or a Negative Rating Event, the rating assigned to the Notes by any Rating Agency is subsequently increased to, or, as the case may be, there is assigned to the Notes an investment grade credit rating (BBB-/Baa3 or their respective equivalents for the time being) or better within the Change of Ownership Period; and

- (b) in making any decision to downgrade or withdraw a credit rating pursuant to Condition 5.3(a)(i) or Condition 5.3(a)(ii) above or not to award a credit rating of at least investment grade as described in paragraph (ii) of the definition of Negative Rating Event, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that such decision(s) resulted wholly or substantially from the occurrence of the Change of Ownership Event or the Relevant Potential Change of Ownership Decision (the “**Confirmation**”),

then each Noteholder will, upon the giving of a Put Event Notice (as defined below), have the option (the “**Change of Ownership Put Option**”) (unless prior to the giving of the Put Event Notice the Issuer has given notice under Condition 5.2 (*Redemption for tax reasons*)) to require the Issuer to redeem or, at the option of the Issuer, purchase (or procure the purchase of) each Note held by such Noteholder on the date which is seven days after the expiration of the Put Period (as defined below) (the “**Put Date**”), at its principal amount together with (or, where purchased, together with an amount equal to) interest (if any) accrued to (but excluding) the Put Date.

Promptly upon, and in any event within 10 business days in Ireland after, the Issuer becoming aware that a Change of Ownership Put Event has occurred, the Issuer shall give notice (a “**Put Event Notice**”) to the Noteholders in accordance with Condition 15 (*Notices*) specifying the nature of the Change of Ownership Put Event and the procedure for exercising the Change of Ownership Put Option.

To exercise the Change of Ownership Put Option, the Noteholder must deliver each relevant Note to the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the Put Period, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “**Change of Ownership Put Notice**”). The Note should be delivered together with all Coupons appertaining thereto maturing after the Put Date, failing which the Paying Agent will require payment from or on behalf of the Noteholder of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed to the Noteholder against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10 (*Replacement of Notes and Coupons*)) at any time after such payment, but before the expiry of the period of five years from the date on which such Coupon would have become due, but not thereafter. The Paying Agent to which such Note and Change of Ownership Put

Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made, if the holder duly specified a bank account in the Change of Ownership Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Change of Ownership Put Notice, once given, shall be irrevocable. For the purposes of these Conditions, receipts issued pursuant to this Condition 5.3 shall be treated as if they were Notes. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Put Date unless previously redeemed (or purchased) and cancelled.

If the rating designations employed by any of Moody's or S&P or Fitch are changed from those which are described in paragraph (a) of this Condition 5.3, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee, the rating designations of Moody's or S&P or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and this Condition 5.3 shall be construed accordingly.

The Trust Deed provides that the Trustee is under no obligation to ascertain whether a Change of Ownership Put Event, a Change of Ownership Event, a Rating Downgrade, a Negative Rating Event or any event which could lead to the occurrence of or could constitute any such event has occurred nor to carry out any ongoing or periodic monitoring in respect of any such event, and will not be responsible to Noteholders for any loss arising from any failure by the Trustee to so ascertain or monitor, and until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary the Trustee may assume without liability to any person for so doing that no Change of Ownership Put Event, Change of Ownership Event, Negative Rating Event or such other event has occurred.

A "**Change of Ownership Event**" will be deemed to occur if the government of Ireland ceases, directly or indirectly (through any government Minister, any Irish State body or governmental agency or any political subdivision thereof or otherwise), to own more than 50 per cent. of the issued ordinary share capital of the Guarantor or such number of shares in the capital of the Guarantor carrying more than 50 per cent. of the total voting rights that are normally exercisable at a general meeting of the Guarantor.

"**Change of Ownership Period**" means the period commencing on the Relevant Trigger Date and ending 90 days after the Change of Ownership Event;

A "**Negative Rating Event**" shall be deemed to have occurred if at such time as there is no rating assigned to the Notes by a Rating Agency (i) the Issuer does not, either prior to, or not later than 21 days after, the occurrence of the Change of Ownership Event seek, and thereafter throughout the Change of Ownership Period use all reasonable endeavours to obtain, a rating of the Notes or (ii) if the Issuer does so seek and use such endeavours, it is unable to obtain such a rating of at least investment grade (BBB-/Baa3, or their respective equivalents for the time being) by the end of the Change of Ownership Period;

"**Put Period**" means the period of 45 days after a Put Event Notice is given;

"**Rating Agency**" means Standard and Poor's Credit Market Services Europe Limited or any of its subsidiaries and their successors ("**S&P**") or Moody's Investors Service,

Inc. or any of its subsidiaries and their successors (“**Moody’s**”) or Fitch Ratings Ltd. (“**Fitch**”) or any rating agency (a “**Substitute Rating Agency**”) substituted for any of them (or any permitted substitute of them) by the Issuer from time to time with the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed);

A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Ownership Event if the then current rating assigned to the Notes by any Rating Agency is withdrawn or reduced from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) or, if the Rating Agency shall then have already rated the Notes below investment grade (as described above), the rating is lowered one full rating category (from BB+/Ba1 to BB/Ba2 or such similar lowering); and

“**Relevant Potential Change of Ownership Decision**” means the later to occur of (i) the passing of legislation enabling the Minister for Public Expenditure and Reform of Ireland to dispose of more than 50 per cent. of the shares in the Guarantor such that those shares will no longer be held, directly or indirectly, by the government of Ireland (through any government Minister, any Irish State body or governmental agency or any political subdivision thereof or otherwise) and (ii) any formal public announcement by or on behalf of the government of Ireland of its categorical decision to dispose of more than 50 per cent. of its shares in the Guarantor where, within 180 days of the date of the occurrence of the later of such dates, a Change of Ownership Event occurs.

5.4 **Redemption at the option of the Issuer (Issuer Call)**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time after 7 March 2028, on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable) at their principal amount, together with interest accrued to the date fixed for redemption. Upon the expiry of any such notice as is referred to in this Condition 5.4, the Issuer shall be bound to redeem the Notes in accordance with this Condition 5.4.

5.5 **No other redemption**

The Issuer shall not be entitled to redeem the Notes at its option otherwise than as provided in Conditions 5.1 to 5.4 above.

5.6 **Purchase**

A Group Company may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith. The Notes so purchased, while held by or on behalf of a Group Company, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating any quorum at meetings of the Noteholders or for the purposes of Condition 8 (*Events of default*).

5.7 **Cancellation and resale**

All Notes so redeemed or purchased by the Issuer and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold and all Notes so purchased by a Group Company (other than the Issuer) and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be resold.

6. Payments

6.1 Principal

Payments of principal shall, subject to Condition 6.7 (*Partial payments*), be made only against presentation and (provided that payment is made in full) surrender of Notes at the specified office of any Paying Agent by euro cheque drawn on, or by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in Dublin or London.

6.2 Interest

Payments of interest shall, subject to Condition 6.7 (*Partial payments*), be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the specified office of any Paying Agent in the manner described in Condition 6.1 (*Principal*).

6.3 Payments subject to fiscal laws

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 7 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

6.4 Deduction for unmatured Coupons

If a Note is presented without all unmatured Coupons relating thereto, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the principal amount of such Note, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the principal amount of such Note. Each sum of principal so deducted shall be paid in the manner provided in Condition 6.1 (*Principal*) against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons not later than 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) for the relevant payment of principal.

6.5 Payments on business days

If the due date for payment of any amount in respect of any Note or Coupon is not a business day in the place of presentation, the Noteholder or Couponholder shall not be entitled to payment of the amount due until the next succeeding business day in such place and shall not be entitled to any further interest or other payment in respect of any such delay. In this Condition 6.5, “**business day**” means, in respect of any place of presentation, any day on which banks are open for business in Dublin and London and such place of presentation and, in the case of payment by credit or transfer to a euro account as referred to above, on which the Trans-European Automated Real Time Gross Settlement Express Transfer System, or any successor thereto, is operating.

6.6 Payments other than in respect of matured Coupons

Payments of interest other than in respect of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Notes at the specified office of any Paying Agent.

6.7 Partial payments

If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

7. Taxation

All payments of principal and interest in respect of the Notes and the Coupons (including payments by the Guarantor under the Guarantee) shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by Ireland or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by the laws of Ireland, the Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- 7.1 by or on behalf of a Noteholder or a Couponholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with Ireland other than the mere holding of such Note or Coupon; or
- 7.2 in Ireland; or
- 7.3 where the Issuer or, as the case may be, the Guarantor is obliged to make a FATCA Deduction; or
- 7.4 more than 30 days after the Relevant Date except to the extent that the relevant Noteholder or Couponholder would have been entitled to such additional amounts if it had presented such Note or Coupon on the last day of such period of 30 days.

In these Conditions:

“**FATCA**” means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986, as amended for the time being or any associated regulations or official interpretations thereof for the time being;
- (b) any treaty, law, or regulation or official interpretation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) for the time being facilitates the implementation of any law, or regulation or interpretation referred to in paragraph (a) above; or
- (c) any agreement for the time being pursuant to the implementation of any treaty, law, or regulation or interpretation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;

“**FATCA Deduction**” means a deduction or withholding from a payment under a Note or Coupon (or a payment by the Guarantor under the Guarantee) required by FATCA;

“**Relevant Date**” means whichever is the later of:

- (a) the date on which the payment in question first becomes due; and
- (b) if the full amount payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders; and

“**US**” means the United States of America.

Any reference in these Conditions to principal or interest shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 7 or any undertaking given in addition to or in substitution of this Condition 7 pursuant to the Trust Deed.

If the Issuer or the Guarantor becomes subject at any time to any taxing jurisdiction other than Ireland, references in these Conditions to Ireland shall be construed as references to Ireland and/or such other jurisdiction.

8. **Events of default**

If any of the following events occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter in principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject, in the case of the happening of any of the events mentioned in Conditions 8.2 or 8.4 below, and in the case of a Material Group Company only, each of Conditions 8.5, 8.6 and 8.7 below, to the Trustee having certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders and, in all cases, subject to the Trustee having been indemnified or prefunded or provided with security to its satisfaction) give written notice to the Issuer and the Guarantor declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality:

8.1 **Non-payment**

default is made in the payment of the principal of, or interest on, any of the Notes when due and such default continues for a period of seven days in the case of principal or fourteen days in the case of interest; or

8.2 **Breach of other obligations**

the Issuer or the Guarantor defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed and such default (a) is incapable of remedy or (b) being a default which is capable of remedy, remains unremedied for 30 days (or such longer period as the Trustee may permit) after the Trustee has given written notice thereof to the Issuer and the Guarantor requiring the same to be remedied; or

8.3 **Cross-acceleration of Issuer, Guarantor or Material Group Company**

- (a) any indebtedness of the Issuer, the Guarantor or any Material Group Company is declared due and repayable prematurely by reason of an event of default (however described) and a demand for prepayment issues; or
- (b) default is made by the Issuer, the Guarantor or any Material Group Company in making any payment demanded under any guarantee and/or indemnity

given by it in relation to any indebtedness of any other person which has become due,

provided however that:

- (i) no such event shall constitute an event of default unless the relevant indebtedness either alone or when aggregated with other indebtedness relative to all (if any) other such events which shall have occurred and be continuing shall amount to at least €50,000,000 (or its equivalent in any other currency or currencies); and
- (ii) to the extent that, notwithstanding such declaration or demand, none of the Issuer, the Guarantor or any Material Group Company is itself liable to repay such relevant indebtedness (the “**Non Payable Amount**” which term shall include Permitted Non-Recourse Indebtedness and any other indebtedness that is incurred in relation to a transaction where the original commercial intent is that there is to be no recourse to the Issuer, the Guarantor or any Material Group Company and none of the Issuer, the Guarantor nor any Material Group Company has consented to a change in the non-recourse nature of that transaction (together, “**Non-Recourse Indebtedness**”)), the Non Payable Amount shall be excluded from the calculation of indebtedness which has been demanded or declared due for the purposes of Condition 8.3(a); and
- (iii) an event mentioned in this Condition 8.3 shall not be included within the ambit of this Condition 8.3 if the obligation to pay the relevant indebtedness (or pursuant to the relevant guarantee or indemnity) is being disputed in good faith; or

8.4 **Security enforced**

a secured party takes possession, or a receiver, manager or other similar or other similar officer is appointed, of the whole or any material part of the undertaking, assets and revenues of the Issuer, the Guarantor or the Guarantor and the Guarantor’s Material Group Companies; or

8.5 **Insolvency etc.**

- (a) the Issuer, the Guarantor or any Material Group Company is declared to be unable to pay its debts generally as they fall due for the purposes of section 570(d) of the Companies Act 2014;
- (b) by reason of financial difficulties, an administrator or liquidator or examiner of the Issuer, the Guarantor or any Material Group Company or the whole or any material part of the undertaking, assets and revenues of the Issuer, the Guarantor or any Material Group Company is appointed, save where:
 - (i) such appointment:
 - (A) occurs for the purposes of or in connection with an amalgamation, reorganisation, merger, demerger, consolidation or restructuring whilst solvent; and
 - (B) does not have a material adverse effect on the Group’s ability to ensure compliance with payment obligations in respect of

the Notes and the Coupons, provided that any obligations or liabilities that are undertaken or assumed by a member of the Group or any other person or party for the benefit of the Trustee, Noteholders and/or Couponholders shall be assessed and taken into account in the making of a determination under this sub-paragraph (B); and

- (ii) (in the case of a proposed liquidation of the Issuer or the Guarantor), prior to or upon the commencement of that liquidation, a Substituted Obligor (as defined in the Trust Deed) assumes the obligations of the Issuer under the Trust Deed, the Notes and the Coupons or, as the case may be, of the Guarantor under the Guarantee, in each case in accordance with Condition 12;
- (c) by reason of financial difficulties, the Issuer, the Guarantor or any Material Group Company makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any material part of its indebtedness or any guarantee thereof; or
- (d) by reason of financial difficulties, the Guarantor or any Material Group Company ceases or resolves to cease to carry on the whole or substantially all of its business, save where such cessation or resolution to cease business:
 - (i) is for the purposes of or in connection with an amalgamation, reorganisation, merger, demerger, consolidation or restructuring whilst solvent; and
 - (ii) does not have a material adverse effect on the Group's ability to ensure compliance with payment obligations in respect of the Notes and the Coupons, provided that any obligations or liabilities that are undertaken or assumed by a member of the Group or any other person or party for the benefit of the Trustee, Noteholders and/or Couponholders shall be assessed and taken into account in the making of a determination under this sub-paragraph (ii);

8.6 **Winding up, etc.**

an order is made or an effective resolution is passed for the winding up, liquidation, examinership or dissolution of the Issuer, the Guarantor or any Material Group Company, save where the making of that order or the passing of that resolution:

- (a) is for the purposes of or in connection with an amalgamation, reorganisation, merger, demerger, consolidation or restructuring whilst solvent; and
- (b) does not have a material adverse effect on the Group's ability to ensure compliance with payment obligations in respect of the Notes and the Coupons, provided that any obligations or liabilities that are undertaken or assumed by a member of the Group or any other person or party for the benefit of the Trustee, Noteholders and/or Couponholders shall be assessed and taken into account in the making of a determination under this sub-paragraph (b),

and provided that if such an order is made or a resolution is passed in respect of the Issuer or the Guarantor, a Substituted Obligor (as defined in the Trust Deed) assumes

the obligations of the Issuer under the Trust Deed, the Notes and the Coupons or, as the case may be, of the Guarantor under the Guarantee, in each case in accordance with Condition 12, prior to or upon that order or resolution becoming unconditional and effective;

8.7 Analogous event

any event occurs which under the laws of Ireland has an analogous effect to any of the events referred to in Conditions 8.4 (*Security enforced*) to 8.6 (*Winding up, etc.*) above; or

8.8 Unlawfulness

it becomes unlawful for the Issuer or the Guarantor to perform or comply with any of its payment obligations under or in respect of the Notes or the Trust Deed and such illegality (a) is (or would be) incapable of remedy by action of the Issuer or, as the case may be, the Guarantor or (b), if such illegality is (or would be) capable of being remedied by action of the Issuer or, as the case may be, the Guarantor, it remains unremedied for 30 days (or such longer period as the Trustee may permit) after the Trustee has given written notice thereof to the Issuer and the Guarantor requiring the same to be remedied; or

8.9 Guarantee not in force

the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect (other than in the circumstances described in Condition 12.3(b) (*Substitution*)); or

8.10 Controlling shareholder

the Issuer ceases to be a Subsidiary of a Group Company (other than in the circumstances described in Condition 12.3(a) (*Substitution*)).

9. Prescription

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

10. Replacement of Notes and Coupons

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Paying Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer or Guarantor may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

11. Trustee and Paying Agent

Under the Trust Deed, the Trustee is entitled to be indemnified or secured or prefunded and relieved from responsibility in certain circumstances (including being relieved from taking any action or steps or instituting proceedings unless indemnified or secured or prefunded to its satisfaction) and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the

Issuer, the Guarantor and any entity relating to the Issuer or the Guarantor without accounting for any profit.

In performing its functions, the Trustee may exercise the powers and discretions conferred on it by these Conditions and the Trust Deed. In doing so, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for or have regard to any consequence for individual holders of Notes or Coupons (whatever their number) including, without limitation, as a result of such holders being connected in any way with a particular territory or taxing jurisdiction.

In acting under the Paying Agency Agreement and in connection with the Notes and the Coupons, a Paying Agent acts solely as agent of the Issuer and the Guarantor and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agent and its initial specified office is listed below. The Issuer and the Guarantor reserve the right (with the prior written approval of the Trustee) at any time to appoint one or more additional paying agents, to vary or terminate the appointment of a Paying Agent and to appoint one or more successor paying agents, provided, however, that the Issuer and the Guarantor shall at all times maintain (a) a paying agent in Dublin and London and (b) a principal paying agent. Notice of any change in any of the Paying Agents or in their specified offices shall promptly be given to the Noteholders.

The Trustee may rely without liability to Noteholders or Couponholders on any certificate or report prepared by the Auditors pursuant to the Conditions and/or the Trust Deed, whether or not addressed to the Trustee and whether or not the Auditors' liability in respect thereof is limited by monetary cap or otherwise.

12. **Meetings of Noteholders; modification and waiver; substitution**

12.1 **Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions or the Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Trustee, the Issuer or the Guarantor or by the Trustee upon the request in writing of Noteholders holding not less than fifteen per cent. of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, one or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented; provided, however, that certain proposals (including any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of payments under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution (each, a "**Reserved Matter**")) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders whether present or not.

In addition, the Trust Deed provides that a resolution in writing signed by or on behalf of one or more Noteholders holding not less than 75 per cent. in aggregate principal amount of the outstanding Notes will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

12.2 **Modification and waiver**

The Trustee may, without the consent of the Noteholders or Couponholders, agree to any modification of these Conditions or the Trust Deed or the Paying Agency Agreement (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, proper to make if, in the opinion of the Trustee, such modification will not be materially prejudicial to the interests of Noteholders, and to any modification of the Notes or the Trust Deed or the Paying Agency Agreement which is of a formal, minor or technical nature or is to correct a manifest error. Any such modification shall be subject to such terms and conditions (if any) as the Trustee, acting reasonably, may determine.

In addition, the Trustee may, without the consent of the Noteholders or Couponholders, and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby, authorise or waive any breach or proposed breach of the Notes, the Trust Deed or the Paying Agency Agreement, on such terms as seem expedient to it, or determine that an Event of Default or Potential Event of Default (as such terms are defined in the Trust Deed) will not be treated as such provided that the Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution, or a request made, pursuant to and in accordance with Condition 8. No such direction or request will affect a previous waiver, authorisation or determination.

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders as soon as practicable thereafter.

12.3 **Substitution**

The Trust Deed contains provisions under which:

- (a) the Guarantor or any other company may, without the consent of the Noteholders or Couponholders, assume all the rights and obligations of the then current Issuer, including as principal debtor, under the Trust Deed, the Notes and the Coupons; and/or
- (b) any company may, without the consent of the Noteholders or Couponholders, assume all the rights and obligations of the then current Guarantor under the Trust Deed, the Notes and the Coupons, including its obligations under the Guarantee,

provided that certain conditions specified in the Trust Deed are fulfilled, including, in the case of a substitution of the Issuer by a company other than the Guarantor, a requirement that the Guarantee is fully effective in relation to the obligations of the new principal debtor under the Trust Deed and the Notes; all references in these Conditions to the Issuer or the Guarantor shall be construed accordingly.

No Noteholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof

for such Noteholder or (as the case may be) Couponholder except to the extent provided for in Condition 7 (*Taxation*) (or any undertaking given in addition to or substitution for it pursuant to the provisions of the Trust Deed).

13. **Enforcement**

The Trustee may at any time, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes, but it shall not be bound to do so unless:

- (a) it has been so requested in writing by the holders of at least one quarter in principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
- (b) it has been indemnified or provided with security or prefunded to its satisfaction.

No Noteholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.

14. **Further issues**

The Issuer may from time to time, without the consent of the Noteholders or Couponholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes. The Issuer may from time to time, with the consent of the Trustee, create and issue other series of notes having the benefit of the Trust Deed.

15. **Notices**

15.1 Notices to the Noteholders shall be valid if published in one leading English language daily newspaper having general circulation in Ireland (which is expected to be the *Irish Times*) and one leading English language daily newspaper having general circulation in the United Kingdom (which is expected to be the *Financial Times*) or, if such publication is not practicable, in another leading English language daily newspaper having general circulation in Ireland or the United Kingdom. Any such notice shall be deemed to have been given on the date of first publication. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders. If publication as aforesaid is not practicable, notices will be given in such other manner as the Trustee may approve.

15.2 So long as the Notes are admitted to trading and are listed on the Official List of the Irish Stock Exchange plc (the “**ISE**”), any notice to the Noteholders shall also be published in accordance with the relevant guidelines of the ISE for the time being, at the Issue Date being by way of a notification in writing to the Company Announcements Office of the ISE.

16. **Governing law and jurisdiction**

16.1 **Governing law**

The Trust Deed, the Notes and the Coupons and any non-contractual obligation arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of Ireland.

16.2 Jurisdiction

Pursuant to the Trust Deed, the Notes and the Coupons (as applicable), each of the Issuer, the Guarantor, the Trustee, the Noteholders and the Couponholders:

- (a) to the maximum extent permitted by applicable law, submits irrevocably to the non-exclusive jurisdiction of the courts of Ireland for the purposes of hearing and determining any suit, action or proceedings or settling any disputes arising out of or in connection with the Trust Deed, the Notes or the Coupons, including, without limitation:
 - (i) in connection with any decision to invest in or to dispose of (or any investment in or disposal of) any direct or indirect legal, beneficial or other interest in a Note or a Coupon; and
 - (ii) any suit, action, proceeding or dispute regarding their existence, validity or termination,or any non-contractual obligations arising in connection with any of them (together, “**Proceedings**”);
- (b) waives any objection which it might have to any such courts being nominated as the forum to hear and determine any such Proceedings or to settle any such Proceedings and agrees not to claim that any such court is not a convenient or appropriate forum;
- (c) agrees that its submission to the non-exclusive jurisdiction of the Irish courts shall not limit its right to take Proceedings in any other court of competent jurisdiction and that the taking of Proceedings in one or more jurisdictions shall not preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not);
- (d) (in the case of the Trustee) designates a person in Ireland (at the Issue Date being BNP Paribas Securities Services, Dublin Branch) at its registered office for the time being (at the Issue Date, being Trinity Point, 10-11 Leinster Street South, Dublin 2, D02 EF85), or such replacement person in Ireland that is notified by the Trustee to the Issuer and the Guarantor on notice of not less than 5 business days in Ireland) to accept service of any process on its behalf;
- (e) consents to the enforcement of any judgment; and
- (f) in the case of the Issuer and the Guarantor, to the extent that it may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets or revenues such immunity (whether or not claimed), agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

There will appear at the foot of the Conditions endorsed on each Note in definitive form the names and specified office(s) of the Paying Agent(s) as set out at the end of this Prospectus.

SUMMARY OF PROVISIONS RELATING TO THE NOTES IN GLOBAL FORM

The Trust Deed, the Temporary Global Note and the Permanent Global Note contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions:

Principal amount and exchange

The principal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear and Clearstream, Luxembourg or any alternative clearing system approved by the Issuer, the Guarantor, the Trustee and the Paying Agent (the “**Alternative Clearing System**”) (each a “**relevant Clearing System**”). The records of such relevant Clearing System shall be conclusive evidence of the principal amount of Notes represented by the Temporary Global Note and the Permanent Global Note and a statement issued by such relevant Clearing System at any time shall be conclusive evidence of the records of that relevant Clearing System at that time.

The Temporary Global Note is exchangeable in whole or in part for interests recorded in the records of the relevant Clearing Systems in the Permanent Global Note on or after a date which is expected to be 18 July 2016 upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Note. The Permanent Global Note is exchangeable in whole but not in part (free of charge to the holder) for the definitive Notes described below if the Permanent Global Note is held on behalf of a relevant Clearing System and such relevant Clearing System is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so. Thereupon, the Noteholder may give notice to the Principal Paying Agent of its intention to exchange the Permanent Global Note for definitive Notes on or after the Exchange Date specified in the notice.

On or after the Exchange Date (as defined below) the holder of the Permanent Global Note may surrender the Permanent Global Note to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Note the Issuer shall deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 2 to the Trust Deed. On exchange of the Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant definitive Notes.

“**Exchange Date**” means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and in the cities in which the relevant Clearing System is located.

Payments

No payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by the Permanent Global Note will be made to its holder. The Issuer, failing whom the Guarantor, shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant Clearing System and, in the case of payments of principal, the principal amount of the Notes will be reduced accordingly. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant Clearing System shall not affect such discharge. For the purpose of any payments made in respect of a Permanent Global Note, Condition 6.5 (*Payments on business days*) shall not apply, and all such

payments shall be made on a day which commercial banks and foreign exchange markets are open in the financial centre of the currency of the Notes.

Change of Ownership Put Option

The Change of Ownership Put Option (as defined in Condition 5.3) may be exercised by the holder of the Global Note giving notice to the Paying Agent of the principal amount of Notes in respect of which the Change of Ownership Put Option is exercised within the time limits specified in Condition 5.3. The Issuer, failing whom the Guarantor, shall procure that any such exercise of the Change of Ownership Put Option shall be entered in the records of the relevant Clearing Systems and upon any such entry being made, the principal amount of the Notes represented by such Global Note shall be reduced accordingly.

Notices

So long as the Notes are represented by the Permanent Global Note and the Permanent Global Note is held on behalf of a relevant Clearing System, notices to Noteholders may be given by delivery of the relevant notice to that relevant Clearing System for communication by it to entitled accountholders in substitution for publication as required by the Conditions. So long as the Notes are admitted to trading and listed on the Official List of the Irish Stock Exchange any notice shall also be published in accordance with the relevant guidelines of the Irish Stock Exchange by a notification in writing to the Company Announcements Office of the Irish Stock Exchange.

Prescription

Claims against the Issuer or the Guarantor (as the case may be) in respect of principal and interest on the Notes while the Notes are represented by the Permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

Meetings

The holder of the Permanent Global Note shall (unless the Permanent Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each €1,000 in principal amount of Notes it holds.

Purchase and cancellation

On cancellation of any Note required by the Conditions to be cancelled following its purchase, the Issuer, failing whom the Guarantor, shall procure that details of such cancellation shall be entered *pro rata* in the records of the relevant Clearing Systems and, upon any such entry being made, the principal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by the Permanent Global Note shall be reduced by the aggregate principal amount of the Notes so cancelled.

Trustee's powers

In considering the interests of Noteholders while the Permanent Global Note is held on behalf of a relevant Clearing System the Trustee may have regard to any information provided to it by such relevant Clearing System, or its operator as to the identity (either individually or by category) of its accountholders with entitlements to the Permanent Global Note and may consider such interests as if such accountholders were the holder of the Permanent Global Note.

Electronic consent and written resolution

While any Permanent Global Note is held on behalf of a relevant Clearing System, then:

1. approval of a resolution proposed by the Issuer, the Guarantor or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an “**Electronic Consent**” as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and Couponholders whether or not they participated in such Electronic Consent; and
2. where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Issuer, the Guarantor and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer, the Guarantor and/or the Trustee, as the case may be, by (a) accountholders in the clearing system with entitlements to such Permanent Global Note and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement beneficially held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer, the Guarantor and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the “**relevant clearing system**”) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer, the Guarantor nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

IRISH TAXATION

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Notes based on the laws and practices of the Revenue Commissioners of Ireland currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts, etc.. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Withholding tax

In general, tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest, which should include interest payable on the Notes. The Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note where certain exemptions apply, in particular if the interest paid on the relevant Note falls within one of the following categories:

1. Interest paid on a quoted eurobond:

A quoted eurobond is a security which is issued by a company (such as the Issuer), that is listed on a recognised stock exchange (such as the Irish Stock Exchange) and that carries a right to interest. Provided that the Notes are interest bearing and are listed on a recognised stock exchange (such as the Irish Stock Exchange), interest paid on them can be paid free of withholding tax provided:

- 1.1 the person by or through whom the payment is made is not in Ireland; or
- 1.2 the payment is made by or through a person in Ireland and either:
 - (a) the Notes are held in a clearing system recognised by the Revenue Commissioners of Ireland (DTC, Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or
 - (b) the person who is the beneficial owner of the quoted eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, so long as the Notes continue to be quoted on the Irish Stock Exchange and are held in Euroclear and/or Clearstream, Luxembourg, interest on the Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland, or if any of the exemptions set out below apply.

2. Interest paid to a person resident or under the control of a person resident in a Relevant Territory (as defined below):

If, for any reason, the quoted eurobond exemption referred to in paragraph 1 above ceases to apply, interest payments may still be made free of withholding tax provided that the interest is paid in the ordinary course of the Issuer's business and the Noteholder is a company that is resident in a member state of the EU (other than Ireland) or in a country with which Ireland

has a double taxation agreement in force at the time of payment (a “**Relevant Territory**”) and that Relevant Territory imposes a tax that generally applies to interest receivable in that Relevant Territory by companies from sources outside that Relevant Territory, and the Noteholder is not a company that receives the interest in connection with a trade or business carried on by it through a branch or agency in Ireland. The Issuer must be satisfied that the terms of this exemption are satisfied.

This exemption is also extended to a Noteholder which is a company not resident in a Relevant Territory if it is controlled by persons resident in a Relevant Territory or where the principal class of shares in its ultimate parent is quoted on a stock exchange in a Relevant Territory. The test of residence is determined by reference to the law of the Relevant Territory in which the Noteholder claims to be resident.

For other holders of Notes, interest may be paid free of withholding tax if the Noteholder is resident in a double tax treaty country and under the provisions of the relevant treaty with Ireland such Noteholder is exempt from Irish tax on the interest and clearance in the prescribed form has been received by the Issuer before the interest is paid.

Encashment tax

In certain circumstances (e.g. quoted eurobonds), Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Income tax

Notwithstanding that a Noteholder may receive interest on the Notes free of withholding tax, the Noteholder may still be liable to pay Irish income tax with respect to such interest. Noteholders resident or ordinarily resident in Ireland who are individuals may be liable to pay Irish income tax, social insurance (PRSI) contributions and the universal social charge in respect of interest they receive on the Notes. Interest paid on the Notes may have an Irish source and therefore may be within the charge to Irish income tax and levies. Ireland operates a self-assessment system in respect of income tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

There are a number of exemptions from Irish income tax that may apply to Noteholders. First, any interest paid by the Issuer free of withholding tax under the quoted eurobond exemption referred to above is exempt from Irish income tax where the recipient is a person not resident in Ireland and resident in a Relevant Territory. In addition, interest payments made by the Issuer in the ordinary course of its business are exempt provided the recipient is not resident in Ireland and is a company resident in a Relevant Territory and that Relevant Territory imposes a tax that generally applies to interest receivable in that Relevant Territory by companies from sources outside that Relevant Territory. For these purposes, residence is determined under the terms of the relevant double taxation agreement or in any other case, the law of the country in which the recipient claims to be resident.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed may have a liability to Irish corporation tax on the interest.

Relief from Irish income tax may also be available under the specific provisions of a double tax treaty between Ireland and the country of residence of the recipient.

Interest on the Notes that does not fall within the above exemptions may be within the charge to Irish income tax and, in the case of Noteholders who are individuals, the charge to the universal social charge. However, it is understood that the Revenue Commissioners of Ireland have, in the past, operated a practice not to take any action to pursue any liability to such tax in respect of persons who are not regarded as being resident in Ireland except where such persons have a taxable presence of some sort in Ireland or seek to claim any relief or repayment in respect of Irish tax. There can be no assurance that the Revenue Commissioners of Ireland will apply this practice in the case of any Noteholder.

Capital gains tax

A holder of Notes will not be subject to Irish tax on capital gains on a disposal of Notes unless such holder is either resident or ordinarily resident in Ireland or carries on a trade or business in Ireland through a branch or agency in respect of which the Notes were used or held.

Capital acquisitions tax

A gift or inheritance comprising of Notes will be within the charge to capital acquisitions tax (that, subject to available exemptions and reliefs, is currently levied at 33 per cent.) if either (i) the disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponent is domiciled in Ireland irrespective of his residence or that of the donee/successor) on the relevant date or (ii) if the Notes are regarded as property situate in Ireland (i.e. if the Notes are physically located in Ireland or if the register of the Notes is maintained in Ireland).

Stamp duty

No stamp duty or similar tax is imposed in Ireland on the issue or transfer of the Notes (on the basis of exemptions provided for in sections 85(2)(a) and (b) of the Stamp Duties Consolidation Act 1999), assuming that the Notes:

- (a) do not carry a right of conversion into stocks or marketable securities (other than loan capital) of a company having a register in Ireland or into loan capital having such a right;
- (b) do not carry rights of the same kind as shares in the capital of a company, including rights such as voting rights, a share in the profits or a share in the surplus on liquidation;
- (c) are issued for a price which is not less than 90 per cent. of their nominal value; and
- (d) do not carry a right to a sum in respect of repayment or interest which is related to certain movements in an index or indices (based wholly or partly and directly or indirectly on stocks or marketable securities) specified in any instrument or other document relating to the loan capital.

SUBSCRIPTION AND SALE

The Joint Lead Managers and Danske Bank A/S, J&E Davy, Goodbody Stockbrokers Limited, HSBC Bank plc and The Governor and Company of the Bank of Ireland (together with the Joint Lead Managers, the “**Managers**” and each a “**Manager**”) have, in a subscription agreement dated 3 June 2016 (the “**Subscription Agreement**”) made between the Issuer, the Guarantor and the Managers upon the terms and subject to the conditions contained therein, jointly and severally agreed to subscribe and pay for €400,000,000 in principal amount of the Notes at 100 per cent. of their principal amount plus any accrued interest in respect thereof from 7 June 2016 to the Closing Date. The Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Notes.

GENERAL

Neither the Issuer nor the Guarantor nor any Manager has made any representation that any action will be taken in any jurisdiction by the Managers or the Issuer or the Guarantor that would permit a public offering of the Notes, or possession or distribution of this Prospectus (in preliminary, proof or final form) or any other offering or publicity material relating to the Notes (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. Each Manager has agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Notes or has in its possession or distributes this Prospectus (in preliminary, proof or final form) or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer, the Guarantor or any other Manager in any such jurisdiction as a result of any of the foregoing actions.

IRELAND

Each Manager has represented and agreed that:

- (a) it will not underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended, the “**MiFID Regulations**”) including, without limitation, Regulations 7 (Authorisation) and 152 (Restrictions on advertising) thereof, any codes of conduct made under the MiFID Regulations, and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) it will not underwrite the issue of, or place, the Notes otherwise than in conformity with the provisions of the Companies Act 2014, the Central Bank Acts 1942 – 2014 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989; and
- (c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of. the Notes otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 (as amended) (as replaced with effect from 3 July 2016 by the Market Abuse Regulation (EU 596/2014)) and any rules issued by the Central Bank of Ireland under Section 1370 of the Companies Act 2014.

UNITED KINGDOM

Each Manager has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

UNITED STATES OF AMERICA

The Notes and the Guarantee have not been and will not be registered under the Securities Act and the Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons.

Each Manager has represented and agreed that it has not offered, sold or delivered and will not offer, sell or deliver any Notes within the United States or to U.S. persons, except as permitted by the Subscription Agreement.

In addition, until 40 days after commencement of the offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

ADDITIONAL SELLING RESTRICTIONS

Save for the application to the Central Bank of Ireland, as competent authority under the Prospectus Directive, for this Prospectus to be approved, application to the Irish Stock Exchange for the Notes to be admitted to the official list of the Irish Stock Exchange and trading on its regulated market, no action has been or will be taken in any jurisdiction by the Issuer, the Guarantor or any Manager that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Prospectus comes are required by the Issuer, the Guarantor and each of the Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

GENERAL INFORMATION

1. The creation and issue of the Notes and the entry into of all related documents has been authorised by resolutions of the board of directors of the Issuer dated 20 May 2016. The giving of the Guarantee and the entry into of all related documents has been authorised by resolutions of the Board of the Guarantor and a committee of that Board dated 15 March 2016 and 20 May 2016 respectively. In accordance with section 13 of the Air Navigation and Transport (Amendment) Act 1998 and section 5 of the Borrowing Powers of Certain Bodies Act 1996, the incurrence of the borrowing constituted by the creation and issue of the Notes and the Guarantee have been approved by the Minister for Transport, with the consent of the Minister for Public Expenditure and Reform and the Minister for Finance of Ireland, pursuant to a letter from the Department of Transport to the Issuer and the Guarantor dated 18 May 2016.
2. There are no, nor have there been, any litigation, governmental or arbitration proceedings, including any which are pending or threatened of which the Issuer or the Guarantor is aware, which may have, or have had during the 12 months prior to the date of this Prospectus, a significant effect on the Issuer's or the Group's respective consolidated financial positions or profitability.
3. There has been no significant change in the financial or trading position of, in the case of the Issuer, since 31 December 2015 (being the date of its latest audited consolidated accounts) or, in the case of the Guarantor since 31 December 2015 (being the date of its latest audited consolidated accounts) and, since such dates, there has been no material adverse change in the consolidated financial position or prospects of the Issuer or the Guarantor.
4. The consolidated financial statements of the Issuer and the Guarantor have been audited without qualification for the three financial years immediately preceding the date of this Prospectus by Deloitte, auditors to the Issuer and daa. Statutory audited consolidated financial statements (which include the related directors' reports and directors' responsibility statements) for the Issuer for the two years ended 31 December 2014 and 31 December 2015 and for the Guarantor for the two years ended 31 December 2014 and 31 December 2015 have been delivered to the Registrar of Companies in Ireland.
5. Electronic copies of the following documents may be inspected during normal business hours at the registered office of the Issuer for the life of this Prospectus:
 - (a) the constitution of the Issuer;
 - (b) the constitution of the Guarantor;
 - (c) this Prospectus;
 - (d) the Trust Deed;
 - (e) the Paying Agency Agreement;
 - (f) the Issuer / ICSDs Agreement; and
 - (g) the audited financial statements of the Issuer for the years ended 31 December 2015 and 31 December 2014; and
 - (h) the audited financial statements of the Guarantor for the years ended 31 December 2015 and 31 December 2014.

6. The Notes and any Coupons appertaining thereto will bear a legend to the following effect: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.” The sections referred to in such legend provide that a United States person who holds a Note or Coupon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
7. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN is XS1419674525 and the common code is 141967452.
8. Application has been made to the Irish Stock Exchange for the Notes to be admitted to the official list of the Irish Stock Exchange by the Issuer through Arthur Cox Listing Services Limited (the “**Listing Agent**”). The Listing Agent is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the official list of the Irish Stock Exchange or to trading on the Main Securities Market for the purposes of the Prospectus Directive. The Main Securities Market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC. The expenses in relation to admission to trading on the regulated market of the Irish Stock Exchange are estimated to be €7,000.
9. Transactions will normally be effected for settlement in euro for delivery on the third business day after the date of the transaction. It is expected that the admission to listing on the official list of the Irish Stock Exchange and the admission to trading on the regulated market of the Irish Stock Exchange of the Notes will be granted on or around 7 June 2016, subject only to the issue of the Temporary Global Note.
10. Certain of the Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, the Guarantor and/or their affiliates in the ordinary course of business.
11. The Managers and their respective affiliates may have positions, deal or make markets in the Notes, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Guarantor, the Issuer or their affiliates. Certain of the Managers or their respective affiliates that have a lending relationship with the Issuer and/or the Guarantor routinely hedge their credit exposure consistent with their customary risk management policies. Typically, such Managers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of Notes. The Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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