

Dated 14 September 2021

DAA FINANCE PLC

as Issuer

and

DAA PLC

as Guarantor

and

BNP PARIBAS TRUST CORPORATION UK LIMITED

as Trustee

SUPPLEMENTAL TRUST DEED

constituting

€150,000,000 1.554 per cent. Guaranteed Notes due 2028

(to be consolidated and form a single series with the existing
€400,000,000 1.554 per cent. Guaranteed Notes due 2028 issued on 7 June 2016)

Linklaters

Ref: L-316018

Linklaters LLP

CONTENTS

| Clause | Page |
|--|------|
| 1 Interpretation..... | 1 |
| 2 Modifications..... | 2 |
| 3 Incorporation of Original Trust Deed and Continuation of Original Trust Deed..... | 2 |
| 4 Amount of the additional notes and Covenant to Pay..... | 3 |
| 5 Guarantee and Indemnity | 3 |
| 6 Form of the Additional Notes..... | 5 |
| 7 Governing Law and Jurisdiction | 6 |
| 8 Counterparts and manner of execution | 7 |
| Schedule 1 Form of Definitive Note | 1 |
| Schedule 2 Forms of Temporary Global Note and New Global Note Part 1 Form of Temporary Global Note..... | 5 |

THIS SUPPLEMENTAL TRUST DEED is made on 14 September 2021

BETWEEN:

- (1) **DAA FINANCE PLC** (the “**Issuer**”);
- (2) **DAA PLC** (the “**Guarantor**”); and
- (3) **BNP PARIBAS TRUST CORPORATION UK LIMITED** (the “**Trustee**”, which expression, where the context so admits, includes any other trustee or each successor to the original trustee for the time being of this Supplemental Trust Deed).

WHEREAS:

- (A) This Supplemental Trust Deed is supplemental to the trust deed dated 7 June 2016 made between the Issuer, the Guarantor and the Trustee (the “**Original Trust Deed**”) constituting the €400,000,000 1.554 per cent. Guaranteed Notes due 2028 of the Issuer (the “**Original Notes**”).
- (B) By virtue of Clause 18 of the Original Trust Deed and Condition 14 (*Further issues*) of the terms and conditions of the Original Notes, the Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Original Notes in all respects (or in all respects except for the first payment of interest) so that such further notes shall be consolidated and form a single series with the Original Notes or any further notes then outstanding.
- (C) The Issuer has authorised the issue of further €150,000,000 1.554 per cent. Guaranteed Notes due 2028 to be constituted by the Original Trust Deed as amended and supplemented by this Supplemental Trust Deed (the “**Trust Deed**”) and to be consolidated and form a single series with the Original Notes on the Exchange Date.
- (D) The Trustee has agreed to act as trustee of this Supplemental Trust Deed on the following terms and conditions.

THIS DEED WITNESSES AND IT IS DECLARED as follows:

1 INTERPRETATION

1.1 All expressions defined in the Original Trust Deed shall, unless there is anything in the subject or context inconsistent therewith have the same meanings in this Supplemental Trust Deed.

1.2 Definitions: In this Supplemental Trust Deed unless there is anything in the subject or context inconsistent therewith:

“**Additional Notes**” means bearer notes substantially in the form set out in Schedule 1 comprising the €150,000,000 1.554 per cent. Guaranteed Notes due 2028 constituted by the Trust Deed and for the time being outstanding or, as the context may require, a specific number of them and includes any replacement Additional Notes issued pursuant to the Additional Notes Conditions and (except for the purposes of Clause 6.1) the Temporary Global Note and the New Global Note;

“**Additional Noteholder**” means the bearer of an Additional Note;

“**Additional Notes Conditions**” means the terms and conditions set out in Schedule 1 applicable to the Additional Notes as from time to time modified in accordance with this Supplemental Trust Deed and, with respect to any Additional Notes represented by the

New Global Note, as modified by the provisions of the New Global Note. Any reference to a particularly numbered Condition shall be construed accordingly;

“Definitive Notes” means definitive Notes printed in accordance with Clause 6.2 and substantially in the form set out in Schedule 1;

“Exchange Date” means the date falling on or about 40 days after the date hereof or such other date as the Issuer notifies to holders;

“New Global Note” means the new permanent global note which will represent the Additional Notes and the Original Notes, or some of them, after exchange of the Temporary Global Note, or a portion of it, substantially in the form set out in Part 2 of Schedule 2;

“Notes” means together the Original Notes and the Additional Notes;

“Paying Agency Agreement” means the Paying Agency Agreement dated 7 June 2016 between the Issuer, the Guarantor, the Trustee, BNP Paribas Securities Services, Luxembourg Branch as principal paying agent and the other paying agents named in it, as supplemented by the Supplemental Paying Agency Agreement between the same parties dated 14 September 2021, relating to the Notes;

“Temporary Global Note” means the temporary global note which will represent the Additional Notes on issue substantially in the form set out in Part 1 of Schedule 2; and

“this Supplemental Trust Deed” means this Supplemental Trust Deed (as from time to time altered in accordance with this Supplemental Trust Deed) and any other document executed in accordance with this Supplemental Trust Deed (as from time to time so altered) and expressed to be supplemental to this Supplemental Trust Deed.

1.3 Headings

Headings shall be ignored in construing this Supplemental Trust Deed.

1.4 Schedules

The Schedules are part of this Supplemental Trust Deed and have effect accordingly.

2 MODIFICATIONS

2.1 With effect on and from the date hereof:

2.1.1 all references in Clauses 1, 2.3, 2.4, 4 to 19 (both inclusive) of and in Schedule 4 to the Original Trust Deed to “Notes” shall be deemed to include a reference to the “Additional Notes”; and

2.1.2 references in the Original Trust Deed to the “Conditions” in respect of the Additional Notes shall be deemed to refer to the Additional Notes Conditions as defined in this Supplemental Trust Deed.

3 INCORPORATION OF ORIGINAL TRUST DEED AND CONTINUATION OF ORIGINAL TRUST DEED

3.1.1 Incorporation of Original Trust Deed: This Supplemental Trust Deed shall be read as one with the Original Trust Deed so that all references therein and in this Supplemental Trust Deed to “this Deed”, “these presents”, “this Trust Deed” or “the

Trust Deed" shall be deemed to refer to the Original Trust Deed as amended and supplemented by this Supplemental Trust Deed.

3.1.2 Continuation of Original Trust Deed: Save as amended and supplemented for the purposes of the issue of the Additional Notes by this Supplemental Trust Deed, the provisions of the Original Trust Deed shall continue in full force and effect.

3.1.3 General: The Additional Notes are further securities as referred to in Clause 18 of the Original Trust Deed. A memorandum of this Supplemental Trust Deed shall be endorsed by the Trustee on the Original Trust Deed and by the Issuer on the duplicate(s) thereof.

4 AMOUNT OF THE ADDITIONAL NOTES AND COVENANT TO PAY

4.1 Amount of the Additional Notes

Clause 2.1 of the Original Trust Deed shall apply only to the Original Notes and in relation to the Additional Notes the following shall apply:

The aggregate principal amount of the Additional Notes is limited to €150,000,000. The Additional Notes shall, on the Exchange Date, be consolidated and form a single series with the Original Notes and shall rank *pari passu* in all respects among themselves and, on and from the date hereof shall be subject to the Trust Deed.

4.2 Covenant to pay

The Issuer covenants to comply with the provisions of the Trust Deed and will (i) on any date when any Additional Notes become due to be redeemed unconditionally pay to or to the order of the Trustee in euro in same day freely transferable funds the principal amount of the Additional Notes becoming due for redemption on that date together with any applicable premium and (ii) (subject to the Additional Notes Conditions) until such payment (both before and after judgment) unconditionally so pay to or to the order of the Trustee interest on the principal amount of the Additional Notes outstanding, in each case as set out in the Additional Notes provided that (1) subject to the provisions of Clause 2.4 of the Original Trust Deed, payment of any sum due in respect of the Additional Notes made to the Principal Paying Agent as provided in the Paying Agency Agreement shall, to that extent, satisfy such obligation except to the extent that there is failure in its subsequent payment to the relevant Noteholders or Couponholders under the Additional Notes Conditions and (2) a payment made after the due date or pursuant to Additional Note Condition 8 will be deemed to have been made when the full amount due has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders (if required under Clause 7.9 of the Original Trust Deed), except to the extent that there is failure in its subsequent payment to the relevant Noteholders or Couponholders under the Additional Note Conditions. The Trustee will hold the benefit of this covenant on trust for the Noteholders and Couponholders.

5 GUARANTEE AND INDEMNITY

5.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees that if the Issuer does not pay any sum payable by it under this Trust Deed, the Notes or the Coupons by the time and on the date specified for such payment (whether on the normal due date, on acceleration or otherwise), the Guarantor will pay that sum to or to the order of the Trustee in the manner provided in Clause 2.2 (other than where the payment is in respect of sums

due under Clause 8) before close of business on that date in the city to which payment is so to be made. Clause 2.2.(1) and 2.2.(2) will apply (with consequential amendments as necessary) to such payments other than those in respect of sums due under Clause 8. All payments under the Guarantee by the Guarantor will be made subject to Condition 7 and Clause 4.2.

- 5.2 Guarantor as Principal Debtor:** As between the Guarantor and the Trustee, the Noteholders and the Couponholders but without affecting the Issuer's obligations, the Guarantor will be liable under this Clause as if it were the sole principal debtor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor (including (1) any time, indulgence, waiver or consent at any time given to the Issuer or any other person, (2) any amendment to any other provisions of this Trust Deed or to the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on the Issuer or any other person for payment, (4) the enforcement or absence of enforcement of this Trust Deed, the Notes or the Coupons or of any security or other guarantee or indemnity, (5) the taking, existence or release of any security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person or (7) the illegality, invalidity or unenforceability of or any defect in any provision of this Trust Deed, the Notes or the Coupons or any of the Issuer's obligations under any of them).
- 5.3 Guarantor's Obligations Continuing:** The Guarantor's obligations under this Trust Deed are and will remain in full force and effect by way of continuing security until no sum remains payable under this Trust Deed, the Notes or the Coupons. Furthermore, those obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from the Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other person, any security or any other guarantee or indemnity. The Guarantor irrevocably waives all notices and demands of any kind.
- 5.4 Exercise of Guarantor's Rights:** So long as any sum remains payable under this Trust Deed, the Notes or the Coupons:
- 5.4.1** any right of the Guarantor, by reason of the performance of any of its obligations under this Clause, to be indemnified by the Issuer or to take the benefit of or to enforce any security or other guarantee or indemnity will be exercised and enforced by the Guarantor only in such manner and on such terms as the Trustee may require or approve and
- 5.4.2** any amount received or recovered by the Guarantor (a) as a result of any exercise of any such right or (b) in the dissolution, amalgamation, reconstruction or reorganisation of the Issuer will be held in trust for the Trustee and immediately paid to the Trustee and the Trustee will hold it on the trusts set out in Clause 6.1.
- 5.5 Suspense Accounts:** Any amount received or recovered by the Trustee (otherwise than as a result of a payment by the Issuer to the Trustee in accordance with Clause 2) in respect of any sum payable by the Issuer under this Trust Deed, the Notes or the Coupons may be placed in a suspense account and kept there for so long as the Trustee thinks fit.
- 5.6 Avoidance of Payments:** The Guarantor shall on demand indemnify the Trustee, each Noteholder and each Couponholder, on an after tax basis, against any cost, loss, expense or liability sustained or incurred by it as a result of it being required by reason of any

bankruptcy, insolvency, winding-up, examinership, dissolution, or similar law of any jurisdiction to refund all or part of any amount received or recovered by it in respect of any sum payable by the Issuer under this Trust Deed, any Note or the Coupons relating to that Note and shall in any event pay to it on demand the amount as refunded by it.

5.7 Debts of Issuer: If any moneys become payable by the Guarantor under this Guarantee, the Issuer will not (except in the event of the liquidation of the Issuer) so long as any such moneys remain unpaid, pay any moneys for the time being due from the Issuer to the Guarantor.

5.8 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees (1) that any sum which, although expressed to be payable by the Issuer under this Trust Deed, the Notes or the Coupons, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor, the Trustee or any Noteholder or Couponholder) not recoverable from the Guarantor on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Trustee on demand and (2) as a primary obligation to indemnify the Trustee, each Noteholder and each Couponholder against any loss suffered by it as a result of any sum expressed to be payable by the Issuer under this Trust Deed, the Notes or the Coupons not being paid on the date and otherwise in the manner specified in this Trust Deed or any payment obligation of the Issuer under this Trust Deed, the Notes or the Coupons being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to the Trustee, any Noteholder or any Couponholder), in each case the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.

6 FORM OF THE ADDITIONAL NOTES

6.1 The New Global Note

The Additional Notes will initially be represented by the Temporary Global Note in the principal amount of €150,000,000. Interests in the Temporary Global Note will be exchangeable for the New Global Note, which will represent the Original Notes and the Additional Notes, as set out in the Temporary Global Note. The New Global Note will be exchangeable for Definitive Notes as set out in the New Global Note.

6.2 The Definitive Notes

The Definitive Notes and the Coupons will be security printed in accordance with applicable legal and stock exchange requirements substantially in the forms set out in Schedule 1. The Additional Notes will be endorsed with the Additional Notes Conditions.

6.3 Signature

The Additional Notes and the Coupons will be signed manually or in facsimile by an Authorised Signatory of the Issuer and the Additional Notes will be authenticated by or on behalf of the Principal Paying Agent. In the case of the Temporary Global Note and the New Global Note (when issued), the Principal Paying Agent shall also instruct the Common Safekeeper to effectuate the same. The Issuer may use the facsimile signature of a person who at the date of this Supplemental Trust Deed is such an Authorised Signatory even if at the time of issue of any Additional Notes or Coupons they no longer hold that office.

Additional Notes and Coupons so executed and authenticated will be binding and valid obligations of the Issuer.

7 GOVERNING LAW AND JURISDICTION

7.1 Governing Law

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

7.2 Submission to Jurisdiction

The courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Supplemental Trust Deed, the Notes or the Coupons or any non-contractual obligations arising out of or in connection with any of them. By entering into this Supplemental Trust Deed or, as the case may be, by acquiring or holding any direct or indirect legal or beneficial or other interest in any Additional Note or Coupon, each of the Issuer, the Guarantor, the Trustee, the Additional Noteholders and the Couponholders and each other relevant person:

7.2.1 to the maximum extent permitted by applicable law, submits to the non-exclusive jurisdiction of the courts of Ireland for the purposes of hearing and determining any Proceedings (as defined below), including without limitation:

- (i) in connection with any decision to invest in or dispose of (or any investment in or disposal of) any direct or indirect legal, beneficial or other interest in an Additional Note or a Coupon; and
- (ii) any suit, action, proceeding or dispute regarding their existence, validity or termination,

or any non-contractual obligations arising out of or in connection with any of them and accordingly any legal or other suit, action, proceedings or dispute arising out of or in connection with the foregoing ("**Proceedings**") may be brought in such courts;

7.2.2 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;

7.2.3 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);

7.2.4 (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;

7.2.5 Consents to the enforcement of any judgment; and

7.2.6 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.

8 COUNTERPARTS AND MANNER OF EXECUTION

This Supplemental Trust Deed may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

The parties consent to the execution of this Supplemental Trust Deed by or on behalf of each other party by electronic signature, provided that such manner of execution is permitted by law and agree that the electronic signature is the legal equivalent of their manual signature on this Supplemental Trust Deed.

The parties agree that an executed copy of this Supplemental Trust Deed may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Supplemental Trust Deed and may be relied upon as evidence of this Supplemental Trust Deed in accordance with section 17 of the Electronic Commerce Act 2000.

**SCHEDULE 1
FORM OF DEFINITIVE NOTE**

On the front:

| Denomination | ISIN | Series | Certif. No. |
|--------------|------|--------|-------------|
|--------------|------|--------|-------------|

€[●],000
daa finance plc
(Incorporated with limited liability in Ireland)
€150,000,000
1.554 per cent. Guaranteed Notes due 2028
guaranteed by
daa plc
(Incorporated with limited liability in Ireland)

This Note forms part of a series designated as specified in the title (the “**Notes**”) of daa finance plc (the “**Issuer**”) constituted by the Trust Deed referred to on the reverse hereof. The Notes are subject to, and have the benefit of, that Trust Deed and the terms and conditions (the “**Conditions**”) set out on the reverse hereof, which shall be binding upon the holder of this Note whether or not they are for the time being attached to this Note.

This is to certify that the bearer of this Note is entitled on [●], or on such earlier date as the principal sum mentioned below may become repayable in accordance with the Conditions, to the principal sum of:

€[●],000 ([●] thousand euro)

together with interest on such principal sum from and including [●] 2021 at the rate of 1.554 per cent. per annum payable in arrear on 15 December in each year, subject to and in accordance with the Conditions.

This Note shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent.

Dated 14 September 2021

GIVEN under the common seal of

daa finance plc

and **DELIVERED** as a **DEED**

Director

Director / secretary

This Note is authenticated by or on behalf of the Principal Paying Agent.

By:

Authorised Signatory

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.

On the back:

[Terms and Conditions]

PRINCIPAL PAYING AGENT

[PRINCIPAL PAYING AGENT] [ADDRESS OF PRINCIPAL PAYING AGENT]

PAYING AGENTS

[PAYING AGENTS AND ADDRESSES]

Form of Coupon

On the front:

daa finance plc

€150,000,000 1.554 per cent. Guaranteed Notes due 2028 guaranteed by daa plc

Coupon for €[●] due on 20[●].

This Coupon is payable to bearer (subject to the Conditions endorsed on the Note to which this Coupon relates, which shall be binding upon the holder of this Coupon whether or not it is for the time being attached to such Note) at the specified offices of the Paying Agents set out on the reverse hereof (or any further or other Paying Agents or specified offices duly appointed or nominated and notified to the Noteholders).

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.

GIVEN under the common seal of

daa finance plc

and **DELIVERED** as a **DEED**

Director

Director / secretary

| Cp No. | Denomination | ISIN | Series | Certif. No. |
|--------|--------------|------|--------|-------------|
|--------|--------------|------|--------|-------------|

On the back:

PRINCIPAL PAYING AGENT
[PRINCIPAL PAYING AGENT]

[ADDRESS OF PRINCIPAL PAYING AGENT]

PAYING AGENTS
[PAYING AGENTS AND ADDRESSES]

SCHEDULE 2
FORMS OF TEMPORARY GLOBAL NOTE AND NEW GLOBAL NOTE

PART 1
FORM OF TEMPORARY GLOBAL NOTE

ISIN: XS2384714783

daa finance plc
(Incorporated with limited liability in Ireland)
€150,000,000
1.554 per cent. Guaranteed Notes due 2028
guaranteed by
daa plc
(Incorporated with limited liability in Ireland)

Temporary Global Note

This is to certify that the bearer is entitled to the sum of

€150,000,000

on 7 June 2028 (or such earlier date as such principal sum may become payable in accordance with the Trust Deed (as defined below) and with the terms and conditions (the “**Additional Notes Conditions**”) of the Additional Notes designated above (the “**Additional Notes**”) set out in Schedule 1 to the supplemental trust deed dated 14 September 2021 (the “**Supplemental Trust Deed**”, which is supplemental to the trust deed dated 7 June 2016, the “**Original Trust Deed**” and, together with the Supplemental Trust Deed, the “**Trust Deed**”) between daa finance plc (the “**Issuer**”), daa plc as Guarantor and BNP Paribas Trust Corporation UK Limited as trustee) upon presentation and surrender of this Temporary Global Note and to interest at the rate of 1.554 per cent. per annum on such principal sum in accordance with the method of calculation provided for in the Additional Notes Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes.

The nominal amount of Additional Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) (together the “**relevant Clearing Systems**”). The records of the relevant Clearing Systems (which expression in this Temporary Global Note means the records that each relevant Clearing System holds for its accountholders which reflect the amount of such accountholders’ interest in the Additional Notes) shall be conclusive evidence of the nominal amount of Additional Notes represented by this Temporary Global Note and, for these purposes, a statement issued by a relevant Clearing System stating the nominal amount of Additional Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On or after 24 October 2021 (the “**Exchange Date**”) this Temporary Global Note may be exchanged in whole or part (free of charge to the holder) by its presentation and, on exchange in full, surrender to or to the order of the Principal Paying Agent for interests recorded in the records of the relevant Clearing System in a new permanent global note (the “**New Global Note**”) in bearer form in an aggregate principal amount equal to the principal amount of this Temporary Global Note and the existing €400,000,000 1.554 per cent. Guaranteed Notes due 2028 issued on 7 June 2016

represented by the original permanent global note submitted for exchange with respect to which there shall be presented to the Principal Paying Agent a certificate dated no earlier than the Exchange Date from the Relevant Clearing System substantially to the following effect:

**“CERTIFICATE
daa finance plc
€150,000,000**

**1.554 per cent. Guaranteed Notes due 2028
Common Code 238471478 ISIN XS2384714783 (the “Additional Notes”)**

This is to certify that, based solely on certificates we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set out below (our **“Member Organisations”**) substantially to the effect set out in the temporary global Note in respect of the Additional Notes, as of the date hereof, [●] principal amount of the Additional Notes (1) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (**“United States persons”**), (2) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv) (**“financial institutions”**)) purchasing for their own account or for resale, or (b) acquired the Additional Notes through foreign branches of United States financial institutions and who hold the Additional Notes through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (3) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7), and to the further effect that United States or foreign financial institutions described in clause (3) above (whether or not also described in clause (1) or (2)) have certified that they have not acquired the Additional Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of such temporary global Note excepted in such certificates and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisation with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certificate is required in connection with certain tax laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Yours faithfully

[EUROCLEAR BANK SA/NV] or [CLEARSTREAM BANKING S.A.]

By:

Dated:

Any person appearing in the records of Euroclear or Clearstream, Luxembourg as entitled to an interest in this Temporary Global Note may require the exchange of an appropriate part of this Temporary Global Note for an equivalent interest in the New Global Note by delivering or causing to be delivered to Euroclear or Clearstream, Luxembourg a certificate dated not more than 15 days before the Exchange Date in substantially the following form (copies of which will be available at the office of Euroclear in Brussels and Clearstream, Luxembourg in Luxembourg):

**“CERTIFICATE
daa finance plc
€150,000,000**

**1.554 per cent. Guaranteed Notes due 2028
Common Code 238471478 ISIN XS2384714783 (the “Additional Notes”)**

To: Euroclear Bank SA/NV or Clearstream Banking S.A.

This is to certify that as of the date hereof, and except as set out below, the Additional Notes held by you for our account (1) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (“**United States person(s)**”), (2) are owned by United States person(s) that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv) (“**financial institutions**”)) purchasing for their own account or for resale, or (b) acquired the Additional Notes through foreign branches of United States financial institutions and who hold the Additional Notes through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (3) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Additional Notes is a United States or foreign financial institution described in clause (3) above (whether or not also described in clause (1) or (2)) this is to further certify that such financial institution has not acquired the Additional Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, “**United States**” means the United States of America (including the States and the District of Columbia) and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex on or prior to that date on which you intend to submit your certificate relating to the Additional Notes held by you for our account in accordance with your documented procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certificate applies as of such date.

This certificate excepts and does not relate to [●] principal amount of such interest in the Additional Notes in respect of which we are not able to certify and as to which we understand exchange for an equivalent interest in the New Global Note (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certificate is required in connection with certain tax laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceeding.

Dated:

By:[Name of person giving certificate]

As, or as agent for the beneficial owner(s) of the above Additional Notes to which this certificate relates.”

Upon any exchange of a part of this Temporary Global Note for an equivalent interest recorded in the records of the relevant Clearing Systems in the New Global Note, the Issuer shall procure that details of the portion of the principal amount hereof so exchanged shall be entered *pro rata* in the records of the relevant Clearing Systems and interests represented by this Temporary Global Note shall be reduced by an amount equal to such portion so exchanged.

The New Global Note will be exchangeable in accordance with its terms for definitive Notes (the “**Definitive Notes**”) in bearer form with Coupons attached.

This Temporary Global Note is subject to the Additional Notes Conditions (which shall be binding upon the holder of this Temporary Global Note whether or not they are for the time being attached to it) and the Trust Deed and until the whole of this Temporary Global Note shall have been exchanged for equivalent interests in the New Global Note its holder shall be entitled to the same benefits as if he were the holder of the New Global Note for interests in which it may be exchanged (or the relevant part of it as the case may be) except that (unless exchange of this Temporary Global Note for the relevant interest in the New Global Note shall be improperly withheld or refused by or on behalf of the Issuer) no person shall be entitled to receive any payment on this Temporary Global Note.

This Temporary Global Note shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent and effectuated by the entity appointed as Common Safekeeper by the relevant Clearing Systems.

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

Dated 14 September 2021

GIVEN under the common seal of

daa finance plc

and **DELIVERED** as a **DEED**

Director

Director / secretary

Certificate of Authentication

This Temporary Global Note is authenticated by or on behalf of the Principal Paying Agent.

BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH

as Principal Paying Agent

By:

Authorised Signatory

For the purposes of authentication only.

Effectuation

This Temporary Global Note is effectuated by or on behalf of the Common Safekeeper.

CLEARSTREAM BANKING S.A.

as Common Safekeeper

By:

Authorised Signatory

For the purposes of effectuation only.

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.

SCHEDULE 2

PART 2 FORM OF NEW GLOBAL NOTE

ISIN: XS1419674525

daa finance plc
(Incorporated with limited liability in Ireland)
€550,000,000
1.554 per cent. Guaranteed Notes due 2028
guaranteed by
daa plc
(Incorporated with limited liability in Ireland)

New Global Note

This is to certify that the bearer is entitled to a principal sum not exceeding

€550,000,000

on 7 June 2028 (or such earlier date as such principal sum may become payable in accordance with (i) the terms and conditions (the “**Original Conditions**”) of the €400,000,000 1.554 per cent. Guaranteed Notes due 2028 (the “**Original Notes**”) set out in Schedule 1 to the trust deed dated 7 June 2016 (the “**Original Trust Deed**”) and (ii) the terms and conditions (the “**Additional Conditions**”, together with the Original Conditions, the “**Conditions**”) of the €150,000,000 1.554 per cent. Guaranteed Notes due 2028 (the “**Additional Notes**”, together with the Original Notes, the “**Notes**”) set out in Schedule 1 to the supplemental trust deed dated 14 September 2021 (the “**Supplemental Trust Deed**”, together with the Original Trust Deed, the “**Trust Deed**”) each between daa finance plc (the “**Issuer**”), daa plc as Guarantor and BNP Paribas Trust Corporation UK Limited as trustee (the “**Trustee**”) upon presentation and surrender of this New Global Note and to interest at the rate of 1.554 per cent. per annum on such principal sum in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes.

The aggregate principal amount from time to time of this New Global Note shall be that amount not exceeding €550,000,000 equal to the aggregate nominal amount of the Notes from time to time entered in the records of both Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or any permitted Alternative Clearing System (together, the “**relevant Clearing Systems**”), which shall be completed and/or amended as the case may be by or on behalf of the Principal Paying Agent upon exchange of the whole or a part of (i) the original permanent global note representing the interests in the Original Notes and (ii) the Temporary Global Note initially representing the Additional Notes, for a corresponding interest herein or upon the redemption or purchase and cancellation of Notes represented hereby or exchanged for Definitive Notes as described below.

The records of the relevant Clearing Systems (which expression in this New Global Note means the records that each relevant Clearing System holds for its accountholders which reflect the amount of such accountholders’ interests in the Notes) shall be conclusive evidence of the nominal amount of the Notes represented by this New Global Note and, for these purposes, a statement issued by a relevant Clearing System stating the nominal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of that relevant Clearing System at that time.

This New Global Note is exchangeable in whole but not in part (free of charge to the holder) for the Definitive Notes described below if this New Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or the Alternative Clearing System and any such 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 by such holder giving notice to the Principal Paying Agent.

On or after the Exchange Date the holder of this New Global Note may surrender this New Global Note to or to the order of the Principal Paying Agent. In exchange for this New 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 this New Global Note.

“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 Euroclear and Clearstream, Luxembourg or, if relevant, the Alternative Clearing System are located.

Except as otherwise described herein, this New Global Note is subject to the Conditions (which shall be binding upon the holder of this New Global Note whether or not they are for the time being attached to it) and the Trust Deed and, until it is exchanged for Definitive Notes, its holder shall be entitled to the same benefits as if it were the holder of the Definitive Notes for which it may be exchanged and as if such Definitive Notes had been issued on the date of this New Global Note.

The Conditions shall be modified with respect to Notes represented by this New Global Note by the following provisions:

Payments

Principal and interest in respect of this New Global Note shall be paid to its holder against presentation and (if no further payment falls to be made on it) surrender of it to or to the order of the Principal Paying Agent in respect of the Notes (or to or to the order of such other Paying Agent as shall have been notified to the Noteholders for this purpose) and each payment so made will discharge the Issuer's obligations in respect thereof. The Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant Clearing Systems, but any failure to make the entries in the records of the relevant Clearing Systems shall not affect the discharge referred to above. References in the Conditions to Coupons and Couponholders shall be construed accordingly. No person shall however be entitled to receive any payment on this New Global Note falling due after the Exchange Date, unless exchange of this New Global Note for Definitive Notes is improperly withheld or refused by or on behalf of the Issuer.

For the purposes of any payments made in respect of this New Global Note, Condition 6.5 (*Payments on business days*) shall not apply, and all such payments shall be made on a day on which commercial banks and foreign exchange markets are open in the financial centre of the currency of the Notes.

Notices

So long as this New Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or the Alternative Clearing System, notices required to be given to Noteholders may be given by their being delivered to Euroclear and/or Clearstream, Luxembourg and/or, as the case may be, the Alternative Clearing System, rather than by 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 plc, trading as Euronext Dublin (**“Euronext Dublin”**), any notice shall also be published in accordance

with the relevant guidelines of Euronext Dublin by a notification in writing to the Company Announcements Office of Euronext Dublin.

Prescription

Claims in respect of principal and interest in respect of this New 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

For the purposes of any meeting of Noteholders, the holder hereof shall (unless this New Global Note represents only one Note) be treated as 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 principal amount of Notes for which this New Global Note may be exchanged.

Purchase and Cancellation

On cancellation of any Note represented by this New Global Note which is required by the Conditions to be cancelled, the Issuer 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 nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this New Global Note shall be reduced by the aggregate nominal amount of the Notes so cancelled. Notes may only be purchased by any Group Company if they are purchased together with the right to receive interest thereon.

Trustee's Powers

In considering the interests of Noteholders in circumstances where this New Global Note is held on behalf of any one or more of the relevant Clearing Systems, the Trustee may, to the extent it considers it appropriate to do so in the circumstances, (a) have regard to such information as may have been made available to it by or on behalf of each relevant Clearing System or its operator as to the identity of its accountholders (either individually or by way of category) with entitlements in respect of this New Global Note and (b) consider such interests on the basis that such accountholders were the holder of this New Global Note.

Redemption at the option of the Issuer

The option of the Issuer provided for in Conditions 5.3 and 5.4 shall be exercised by the Issuer giving notice to the Noteholders and the relevant Clearing Systems (or procuring that such notice is given on its behalf) within the time limits set out in and containing the information required by that Condition. Following the exercise of any such option, the Issuer shall procure that the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this New Global Note shall be reduced accordingly.

This New Global Note shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent and effectuated by the entity appointed as Common Safekeeper by the relevant Clearing Systems.

Redemption at the option of Noteholders

The option of the Noteholders provided for in Condition 5.3 may be exercised by the holder of this New Global Note giving notice to the Paying Agent within the time limits set out in Condition 5.3 substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the certificate numbers of the Notes in respect of which the option has been exercised. Following the exercise of any such option, the Issuer, failing whom the Guarantor,

shall procure that the principal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this New Global Note shall be reduced by the aggregate principal amount stated in the relevant exercise notice.

This New Global Note and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with the laws of Ireland.

Dated 14 September 2021

GIVEN under the common seal of

daa finance plc

and **DELIVERED** as a **DEED**

Director

Director / secretary

Certificate of Authentication

This Global Note is authenticated by or on behalf of the Principal Paying Agent.

BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH

as Principal Paying Agent

By:

Authorised Signatory

For the purposes of authentication only.

Effectuation

This Global Note is effectuated by or on behalf of the Common Safekeeper.

CLEARSTREAM BANKING S.A.

as Common Safekeeper

By:

Authorised Signatory

For the purposes of effectuation only.

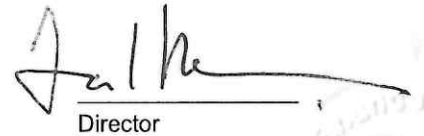
ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

This instrument is executed and delivered as a deed on the date stated at the beginning.

GIVEN under the common seal

of **daa finance plc**

and **DELIVERED** as a **DEED**



Director

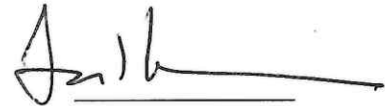


Director / secretary

GIVEN under the common seal

of **daa plc**

and **DELIVERED** as a **DEED**



Director



Director / secretary

EXECUTED AS A DEED BY

BNP PARIBAS TRUST CORPORATION UK
LIMITED acting by ANDREW BROWN

an Authorised Signatory in the presence of



Authorised Signatory



Witness

Name: SORAYA MOSTEFAI

Occupation: TRUST OFFICER

Address: 10 HAREWOOD AVENUE
LONDON NW1 6AA