FORM 6-K
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 under
the Securities Exchange Act of 1934

For
the month of May, 2024

ICON plc
(Translation of registrant's name into English)

333-08704
(Commission file number)

South County Business Park, Leopardstown, Dublin 18, D18 X5R3, Ireland
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F___**X**___ Form 40-F_____

Indicate by check mark whether the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Yes_____ No___**X**___

Indicate by check mark whether the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Yes_____ No___**X**___

ICON plc

This report on Form 6-K is hereby incorporated by reference in the registration statement on Form F-3 (Registration No. 333-278943) of ICON plc and this report on Form 6-K shall be deemed a part of each such registration statement from the date on which this report is furnished, to the extent not superseded by documents or reports subsequently filed or furnished by ICON plc under the Securities Act of 1933 or the Securities Exchange Act of 1934.

EXHIBIT INDEX

Exhibit Number	Description
1.1	Underwriting Agreement, dated April 30, 2024, among ICON Investments Six Designated Activity Company, ICON public limited company, the other guarantors party thereto and the several underwriters named in Schedule 1 thereto
4.1	Indenture, dated May 8, 2024, among ICON Investments Six Designated Activity Company, ICON public limited company and Citibank, N.A., as trustee
4.2	First Supplemental Indenture, dated May 8, 2024, among ICON Investments Six Designated Activity Company, ICON public limited company, the other guarantors party thereto, Citibank N.A., as trustee and Citibank, N.A., London Branch, as notes collateral agent, including the Forms of 5.809% Senior Secured Note due 2027, 5.849% Senior Secured Note due 2029 and 6.000% Senior Secured Note due 2034
5.1	Opinion of Cahill Gordon & Reindel LLP
5.2	Opinion of A&L Goodbody
5.3	Opinion of Loyens & Loeff Luxembourg SARL
5.4	Opinion of McGuireWoods LLP
5.5	Opinion of Locke Lord LLP
22.1	List of Subsidiary Guarantors and Issuer of Guaranteed Debt Securities and Affiliates Whose Securities Collateralize Securities of ICON Investments Six Designated Activity Company
23.1	Consent of Cahill Gordon & Reindel LLP (included in Exhibit 5.1 above)
23.2	Consent of A&L Goodbody (included in Exhibit 5.2 above)
23.3	Consent of Loyens & Loeff Luxembourg SARL (included in Exhibit 5.3 above)
23.4	Consent of McGuireWoods LLP (included in Exhibit 5.4 above)
23.5	Consent of Locke Lord LLP (included in Exhibit 5.5 above)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ICON plc

/s/Brendan Brennan

Date: May 8, 2024

Brendan Brennan

Chief Financial Officer

Exhibit 1.1

Execution Version

ICON Investments Six Designated Activity Company

$ 750,000,000 5.809% Senior Secured Notes due 2027

$ 750,000,000 5.849% Senior Secured Notes due 2029

$ 500,000,000 6.000% Senior Secured Notes due 2034

Underwriting Agreement

April 30, 2024

Citigroup Global Markets Inc.
HSBC Securities (USA) Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
Santander US Capital Markets LLC

As Representatives of the
several Underwriters listed
in Schedule 1 hereto

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o HSBC Securities (USA) Inc.
66 Hudson Boulevard
New York, New York 10001

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

c/o Santander US Capital Markets LLC
437 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

ICON Investments Six Designated Activity Company ("Company"), a designated activity company limited by shares in Ireland with company registration number 761517 and wholly-owned subsidiary of ICON plc, a public limited company in Ireland with company registration number 145835 ("ICON" or "Parent"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), $750,000,000 principal amount of its 5.809% Senior Secured Notes due 2027 (the "2027 Notes"), $750,000,000 principal amount of its 5.849% Senior Secured Notes due 2029 (the "2029 Notes"), $500,000,000 principal amount of its 6.000% Senior Secured Notes due 2034 (the "2034 Notes" and, together with the 2027 Notes and the 2029 Notes, the "Securities"). The Securities will be issued pursuant to an Indenture, to be dated as of May 8, 2024 (the "Base Indenture"), among the Company, the Parent, and Citibank, N.A., London Branch, as trustee (the "Trustee"), as supplemented by one or more Supplemental Indentures, to be dated as of May 8, 2024 (the "Supplemental Indentures" and, together with the Base Indenture, the "Indenture"), each by and among the Company, the Parent, the subsidiary guarantors listed in Schedule 2 hereto (together with the Parent, the "Guarantors"), and the Trustee, as trustee and collateral agent (the "Notes Collateral Agent"), and will be guaranteed on a senior secured basis by each of the Guarantors (the "Guarantees").

The Company and the Guarantors hereby confirm their agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Parent on behalf of the Company has prepared and filed with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form F-3 (File No. 333-278943), including a base prospectus ("Base Prospectus"), relating to the Securities. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act, the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term "Prospectus" means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Any reference in this agreement (this "Agreement") to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 6 of Form F-3 under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to April 30, 2024, the time when sales of the Securities were first made (the "Time of Sale"), the Company had prepared the following information (collectively, the "Time of Sale Information"): a Preliminary Prospectus dated April 30, 2024, and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

The Securities will be secured by a perfected first-priority security interest in certain assets of the Company and the Guarantors, as described in the Time of Sale Information and the Prospectus (the "Collateral") in each case subject to the Agreed Security Principles (as set out in an annex to the Indenture) and certain exceptions and permitted liens (the "Permitted Liens"). The liens and security interests in favor of the Notes Collateral Agent will be granted pursuant to (i) one or more pledge agreements and security agreements, each to be dated as of the Closing Date (as defined below) (or, as contemplated by the Indenture or the Collateral Documents, after the Closing Date) (collectively, the "Security Agreements"), to be entered into among the Parent, the Company and/or the Guarantors, as applicable, and the Notes Collateral Agent and (ii) all other instruments, agreements or other documents executed and delivered by the Parent, the Company or any other Guarantor granting (or purporting to grant) to the Notes Collateral Agent, a lien on or security interest in the Collateral (together with the Security Agreements, the "Collateral Documents"). On the Closing Date, the Notes Collateral Agent will enter into a joinder (the "Joinder") to the Intercreditor Agreement, dated as of July 1, 2021, by and among CITIBANK, N.A., as administrative agent under the Credit Agreement (as defined below), CITIBANK, N.A., London Branch, as collateral agent under the Credit Agreement, and Citibank, N.A., London Branch, as collateral agent under the indenture governing the Company's existing notes, and acknowledged by the Parent and the other grantors party thereto.

The Company intends to use the proceeds of the offering of the Securities to prepay a portion of the term loans under its Credit Agreement, dated as of July 1, 2021 (together with all exhibits and schedules attached thereto, and as amended by that certain First Amendment to Credit Agreement, dated as of November 29, 2022, that certain Second Amendment to Credit Agreement, dated as of May 2, 2023, and that certain Third Amendment, dated as of March 14, 2024, the "Credit Agreement"), by and among the Borrowers (as defined therein), the guarantors party thereto, Citibank, N.A., as administrative agent and the lenders from time to time party thereto.

As used herein, the "Transaction Documents" shall collectively mean this Agreement, the Securities, the Guarantees, the Indenture (including each Guarantee set forth therein) and the Collateral Documents.

2. Purchase and Sale of the Securities.

(a) The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to (i) in the case of the 2027 Notes, 99.750% of the principal amount thereof plus accrued interest, if any, from May 8, 2024 to the Closing Date, (ii) in the case of the 2029 Notes, 99.650% of the principal amount thereof plus accrued interest, if any, from May 8, 2024 to the Closing Date, and (iii) in the case of the 2034 Notes, 99.446% of the principal amount thereof plus accrued interest, if any, from May 8, 2024 to the Closing Date. The Company will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) The Company understands that the Underwriters intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Securities on the terms set forth in the Time of Sale Information. The Company acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(c) Payment for and delivery of the Securities will be made at the offices of Latham & Watkins LLP at 10:00 A.M., New York City time, on May 8, 2024, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(d) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Company to the Representatives against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer or similar taxes payable in connection with the sale of the Securities duly paid by the Company. The Global Note will be made available for inspection by the Representatives not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

(e) The Company and the Guarantors acknowledge and agree that each Underwriter is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, none of the Representatives or any other Underwriter is advising the Company, the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company or the Guarantors with respect thereto. Any review by the Representatives or any Underwriter of the Company, the Guarantors, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representatives or such Underwriter, as the case may be, and shall not be on behalf of the Company or the Guarantors, as the case may be, or any other person.

3. Representations and Warranties of the Company and the Guarantors. Each of the Company, the Parent and the other Guarantors, jointly and severally, represents and warrants to each of the Underwriters, as follows:

(a) *Preliminary Prospectus*. No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the Securities Act and did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company and the Guarantors in writing by such Underwriter through the Representatives expressly for use in any Preliminary Prospectus.

(b) *Time of Sale Information*. The Time of Sale Information, at the Time of Sale did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company and the Guarantors in writing by such Underwriter through the Representatives expressly for use in the Preliminary Prospectus, the Time of Sale Information or the Prospectus. No statement of material fact included in the Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus has been omitted therefrom**.**

(c) *Issuer Free Writing Prospectus.* The Company and the Guarantors (including their agents and representatives, other than the Underwriters in their capacity as such) have not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company and the Guarantors or their agents and representatives (other than a communication referred to in clauses (i) (ii) and (iii) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the documents listed on Annex A hereto, including a Pricing Term Sheet substantially in the form of Annex B hereto, which constitute part of the Time of Sale Information and (v) any electronic road show or other written communications, in each case approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complies in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, at the Time of Sale, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company and the Guarantors in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus**.**

(d) *Registration Statement and Prospectus*. The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or threatened by the Commission; as of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement complied and will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto.

(e) *Incorporated Documents.* The documents incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information, when they became effective or were filed with the Commission conformed in all material respects to the requirements of the Exchange Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements*. The financial statements of the Parent and its consolidated subsidiaries included or incorporated by reference in the Time of Sale Information and the Prospectus present fairly the financial condition, results of operations and cash flows of the Parent as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of Regulation S-X (as defined below) and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

(g) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus, (i) there has not been any change in the capital stock or long-term debt of the Company, the Parent or any of their respective subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company, the Parent on any class of capital stock, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, financial position or results of operations of the Company, the Parent and their respective subsidiaries taken as a whole; and (ii) neither the Company, the Parent nor any of their respective subsidiaries has entered into any transaction or agreement that is material to the Company, the Parent and their respective subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company, the Parent and their respective subsidiaries taken as a whole, except in each case as otherwise disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(h) *Organization and Good Standing*. Each of the Company, the Parent and its Significant Subsidiaries (as defined in Rule 1-02 of Regulation S-X under the Securities Act ("Regulation S-X")) has been duly organized or incorporated, as the case may be, and is validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Time of Sale Information and the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing (to the extent the concept is applicable in such jurisdiction) under the laws of each jurisdiction that requires such qualification except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect (as defined below).

(i) *Capitalization*. All the outstanding shares of capital stock or other equity interests of the Parent and each subsidiary of the Parent have been duly authorized and validly issued and are fully paid and nonassessable, and, except as otherwise set forth in the Time of Sale Information and the Prospectus, all outstanding shares of capital stock of the subsidiaries are owned by the Parent either directly or through wholly owned subsidiaries free and clear of any security interest, claim, lien or encumbrance (other than Permitted Liens).

(j) *Due Authorization.* The Company and each of the Guarantors have full right, power and authority to execute and deliver this Agreement, the Securities, the Guarantees, the Indenture (including each Guarantee set forth therein) and the Collateral Documents (collectively, the "Transaction Documents"), including granting the Liens and security interests to be granted by it pursuant to the Indenture and the Collateral Documents and to perform their respective obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(k) *Indenture*. The Base Indenture has been duly authorized by the Company and the Parent and, assuming due authorization, execution and delivery thereof by the Trustee, when executed and delivered by the Company and the Parent, will, subject to the Legal Reservations (as defined below), constitute a legal, valid, binding instrument enforceable against the Company and the Parent in accordance with its terms, except that the enforcement thereof may be subject as to the enforcement of remedies, to (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (ii) the effect of foreign laws, rules and regulations as they relate to pledges of Equity Interests in or Indebtedness owed by Foreign Subsidiaries (other than with respect to those pledges and security interests made under the laws of the jurisdiction of formation of the applicable Foreign Subsidiary) (the "Enforceability Exceptions"). Each Supplemental Indenture has been duly authorized by the Company and the Guarantors and, assuming due authorization, execution and delivery thereof by the Trustee, when executed and delivered by the Company and the Guarantors, will, subject to the Legal Reservations, constitute a legal, valid, binding instrument enforceable against the Company and the Guarantors in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions. "Legal Reservations" means (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, court protection, liquidation, reorganization, court schemes, moratoria, examinership, rescue process, administration and other laws generally affecting the rights of creditors, the time barring of claims, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defenses of set-off or counterclaim, (b) any payment made in compensation for a breach of the Transaction Documents may be a penalty and may not be enforceable in whole or in part and (c) similar principles, rights and defenses under the laws of any relevant jurisdiction.

(l) *The Securities and the Guarantees*. The Company has all requisite power and authority to execute, deliver and perform its obligations under the Securities. The Securities, when issued, will be in the form contemplated by the Indenture. The Securities have been duly and validly authorized by the Company and, when executed by the Company and authenticated by the Trustee in accordance with the provisions of the Indenture and, in the case of the Securities, when delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture; and the Guarantees have been duly authorized by each of the Guarantors and, when the Securities have been duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be valid and legally binding obligations of each of the Guarantors, and enforceable against each of the Guarantors in accordance with their terms, subject to the Enforceability Exceptions.

(m) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors.

(n) *Collateral Documents.* On the Closing Date, each of the Company, the Parent and the other Guarantors will have all requisite power and authority to execute, deliver and perform its obligations under the Collateral Documents to which it is a party. On the Closing Date (or, as contemplated by the Indenture or the Collateral Documents, after the Closing Date), each Collateral Document will have been duly and validly authorized by the Company, the Parent and each Guarantor party thereto and, when executed and delivered by the Company, the Parent and the other Guarantors party thereto (assuming the due authorization, execution and delivery by the Notes Collateral Agent), will, subject to the Legal Reservations, constitute a legal and binding agreement of the Company, the Parent and each other Guarantor party thereto in accordance with its terms, except that the enforcement thereof may be subject to the Enforceability Exceptions. Upon the execution and delivery of the Collateral Documents by the Company, the Parent or the applicable other Guarantor and each other party thereto, each Collateral Document, will (subject to notification or similar requirements that will, as contemplated in the relevant Collateral Document, be fulfilled after the Closing Date) create in favor of the Notes Collateral Agent for the benefit of itself, the Trustee and the holders of the Securities, valid and enforceable security interests in and liens on the Collateral and, subject to limitations under the Agreed Guarantee and Security Principles (as defined in the Indenture) and to the extent set forth in the Indenture and the Collateral Documents, upon (i) the Underwriters' payment for the Securities in accordance with the terms hereof and (ii) the filing of appropriate Uniform Commercial Code financing statements or such similar statements in the jurisdiction of the applicable Guarantor and the taking of the other actions, in each case as further described herein, in the Collateral Documents and in the Indenture, the security interests in and liens on the rights of the Company, the Parent or the applicable other Guarantor in such Collateral will be perfected security interests and the liens will have the priority described in the Time of Sale Information and Prospectus (subject to liens permitted under the Indenture or the Collateral Documents), in each case subject to the Enforceability Exceptions.

(o) *No Violation or Default.* None of the Company, the Parent or the other Guarantors is in violation or default of (i) any provision of its charter or bylaws or comparable constituting documents; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement or instrument to which it is a party or bound or to which its property is subject; or (iii) any law or regulation applicable to the Parent or any of its Significant Subsidiaries, except, in the case of clauses (ii) and (iii), where such violation or default would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(p) *No Conflicts.* None of the execution and delivery of this Agreement, the Supplemental Indentures, the Base Indenture or any of the Collateral Documents, the issuance and sale of the Securities, or the consummation of any other of the transactions herein or therein contemplated, or the fulfillment of the terms hereof or thereof will conflict with, result in a material breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company, the Parent, the other Guarantors or any of their respective subsidiaries pursuant to, (i) the charter or by-laws or comparable constituting documents of the Company, the Parent, or the other Guarantors; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other material agreement, obligation, condition, covenant or material instrument (except such non-compliance that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect) to which the Company, the Parent or the other Guarantors is a party or bound or to which its or their property is subject; or (iii) any, law or regulation applicable to the Company, the Parent or the other Guarantors or any of its or their properties (except such non-compliance that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect).

(q) *No Consents Required.* No consent, approval, authorization, filing with or order of any governmental agency or body is required in connection with the transactions contemplated herein or in the Indenture, except such as (x) have been obtained or made and are in full force and effect, (y) for filings, notifications or registrations necessary to perfect Liens created pursuant to the Security Documents, and (z) may be required under the blue sky laws of any jurisdiction in which the Securities are offered and sold.

(r) *Legal Proceedings*. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Parent, the other Guarantors or any of their respective subsidiaries or its or their property is pending or, to the knowledge of the Company or the Parent, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement, the Indenture or the consummation of any of the transactions contemplated hereby or thereby or (ii) could reasonably be expected, individually or in the aggregate, to have a material adverse effect on the assets, property or financial condition of the Parent and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "Material Adverse Effect"), except, in each case, as set forth in or contemplated in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto).

(s) *Independent Accountants*. KPMG ("KPMG"), who have certified certain financial statements of the Parent and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements included or incorporated by reference in the Time of Sale Information and the Prospectus, are independent registered public accounting firm with respect to the Parent in accordance with local accounting rules and within the meaning of the Securities Act.

(t) *Title to Real and Personal Property*. The Company, the Parent and the other Guarantors and each of their respective Significant Subsidiaries has good and marketable title in fee simple to all real property and good title to all personal property (other than intellectual property, which is considered in clause (u)) owned by them, in each case free and clear of all liens, encumbrances and defects, except Permitted Liens and such liens, encumbrances and defects (i) as secured by the Credit Agreement, (ii) as are described in the Time of Sale Information or the Prospectus, and such as do not materially affect the value of such property, (iii) that do not materially interfere with the use made and proposed to be made of such property by the Company, the Parent, the other Guarantors or any of their respective Significant Subsidiaries or (iv) as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, all real property held under lease by the Company, the Parent, the other Guarantors or any of their respective Significant Subsidiaries is held by them under valid, subsisting and enforceable leases, with such exceptions as do not materially interfere with the use made and proposed to be made of such assets by the Company, the Parent, the other Guarantors or any of their respective subsidiaries.

(u) *Intellectual Property*. The Company, the Parent, the Guarantors and their respective Significant Subsidiaries own, possess or can acquire on reasonable terms sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "Intellectual Property Rights") reasonably necessary to conduct their businesses as now conducted; except to the extent failure to own, possess or acquire such Intellectual Property Rights would not result in a Material Adverse Effect. Neither the Company, the Parent, the Guarantors nor any of their respective Significant Subsidiaries has received, or has any reason to believe that it will receive, any notice of infringement or conflict with asserted Intellectual Property Rights of others. Except as would not be reasonably likely to result, individually or in the aggregate, in a Material Adverse Effect or except as disclosed in the Time of Sale Information: (i) to the Company's, the Parent's and the Guarantors' knowledge, there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Company, the Parent or the Guarantors; (ii) there is no pending or, to the Company's, the Parent's and the Guarantors' knowledge, threatened action, suit, proceeding or claim by others challenging the rights of the Company, the Parent, the Guarantors and their respective Significant Subsidiaries in or to any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim, that would, individually or in the aggregate, together with any other claims in this paragraph (u) result in a Material Adverse Effect; (iii) the Intellectual Property Rights owned by the Company, the Parent, the Guarantors and their respective Significant Subsidiaries and, to the Company's, the Parent's and the Guarantors' knowledge, the Intellectual Property Rights licensed to the Company, the Parent, the Guarantors and their respective Significant Subsidiaries have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or, to the Company's, the Parent's and the Guarantors' knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this paragraph (u) result in a Material Adverse Effect; (iv) there is no pending or, to the Company's, the Parent's and the Guarantors' knowledge, threatened action, suit, proceeding or claim by others that the Company, the Parent, the Guarantors or their respective Significant Subsidiaries infringe, misappropriate or otherwise violate any Intellectual Property Rights or other proprietary rights of others, the Company, the Parent, the Guarantors and their respective Significant Subsidiaries have not received any written notice of such claim and the Company is unaware of any other facts which would form a reasonable basis for any such claim that would reasonably be expected, individually or in the aggregate, together with any other claims in this paragraph (tt) to result in a Material Adverse Effect; and (v) to the Company's, the Parent's and the Guarantors' knowledge, no employee of the Company or a Significant Subsidiary of the Company is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company, the Parent, the Guarantors or a Significant Subsidiary of the Company, the Parent or the Guarantors, or actions undertaken by the employee while employed with the Company, the Parent, the Guarantors or a Significant Subsidiary of the Company, the Parent or the Guarantors and would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. To the Company's, the Parent's and the Guarantors' knowledge, all material technical information developed by and belonging to the Company, the Parent, the Guarantors and their respective Significant Subsidiaries for which they have not sought, and do not intend to seek, to patent or otherwise protect pursuant to applicable intellectual property laws has been kept confidential or disclosed only under obligations of confidentiality. The Company, the Parent, the Guarantors and their respective Significant Subsidiaries are not parties to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Time of Sale Information and the Prospectus and are not described therein. None of the technology employed by the Company, the Parent, the Guarantors or any of their respective Significant Subsidiaries has been obtained or is being used by the Company the Parent, the Guarantors or any of their respective Significant Subsidiaries in violation of any contractual obligation binding on the Company, the Parent, the Guarantors or any of their respective Significant Subsidiaries or, to the Company's, the Parent's and the Guarantors' knowledge, any of its Significant Subsidiaries' officers, directors or employees or otherwise in violation of the rights of any persons, except in each case for such violations that would not reasonably be expected to result in a Material Adverse Effect.

(v) *Investment Company Act*. None of the Parent, the Company, or any of the other Guarantors is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Time of Sale Information and the Prospectus will be, an "investment company" as defined in the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the "Investment Company Act").

(w) *Taxes*. Each of the Company, the Parent, and the other Guarantors has filed all applicable tax returns that are required to have been filed by it or has requested extensions thereof (except in any case in which the failure so to file would not be reasonably expected to have a Material Adverse Effect and except as set forth in or contemplated in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto)), and has paid all taxes required to have been paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith and for which appropriate reserves have been established in accordance with generally accepted accounting principles or as would not be reasonably expected to have a Material Adverse Effect and except as set forth in or contemplated in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto).

(x) *Licenses and Permits*. The Company, Parent, the other Guarantors and each of their respective Significant Subsidiaries possess all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct their respective businesses other than those the failure to possess or own would not result in a Material Adverse Effect, and neither the Company, Parent, the other Guarantors nor any of their respective Significant Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, except as set forth in or contemplated in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto).

(y) *No Labor Disputes*. No labor dispute with the employees of the Company, the Parent, the other Guarantors or any of their respective Significant Subsidiaries exists or, to the knowledge of the Company or the Parent, is threatened or imminent, except as would not reasonably be expected individually or in the aggregate, to have a Material Adverse Effect and except as set forth in or contemplated in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto).

(z) *Certain Environmental Matters*. The Company, the Parent, other Guarantors and each of their respective Significant Subsidiaries (i) are in compliance with any and all applicable laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) have not received written notice of any actual or potential liability under any Environmental Law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability would not, individually or in the aggregate, have a Material Adverse Effect, and except as set forth in the Time of Sale Information and the Prospectus (exclusive of any amendment or supplement thereto). Except as would not have a Material Adverse Effect, and except as set forth in the Time of Sale Information and the Prospectus, neither the Parent nor any of its Significant Subsidiaries has been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(aa) *Compliance with ERISA*. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) the minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), if applicable, has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Parent and/or one or more of its respective subsidiaries, and the trust forming part of each such plan which is intended to be qualified under Section 401 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder is so qualified; (ii) each of the Parent and its respective subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; (iii) each pension plan and welfare plan established or maintained by the Parent and/or one or more of its respective subsidiaries is in compliance in all material respects with the currently applicable provisions of ERISA; and (iv) neither the Parent nor any of its respective subsidiaries has incurred or could reasonably be expected to incur any withdrawal liability under Section 4201 of ERISA, any liability under Section 4062, 4063, or 4064 of ERISA, or any other liability under Title IV of ERISA.

(bb) *Disclosure Controls*. The Parent employs disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Parent in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Parent's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(cc) *Accounting Controls*. The Parent maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Time of Sale Information and the Prospectus, since the end of the Parent's most recent audited fiscal year, there has been (1) no material weakness in the Parent's internal control over financial reporting (whether or not remediated) and (2) no change in the Parent's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Parent's internal control over financial reporting.

(dd) *Insurance*. The Company, the Parent, the other Guarantors and each of their respective subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for the business for which it is engaged. The Company, the Parent and the other Guarantors have no reason to believe that they or any of their respective subsidiaries will not be able (i) to renew their existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct their respective businesses as now conducted and at a cost that would not result in a Material Adverse Change.

(ee) *No Unlawful Payments*. Neither the Company, the Parent or any of their respective subsidiaries nor, to the knowledge of the Company or the Parent, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company, the Parent or any of their respective subsidiaries is aware of or has taken any action, directly or indirectly, that could result in a material violation or a sanction for violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Company, the Parent and its subsidiaries have instituted and maintain policies and procedures designed to ensure compliance therewith. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

(ff) *Compliance with Anti-Money Laundering Laws*. The operations of the Company, the Parent and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Parent or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company or the Parent, threatened.

(gg) *No Conflicts with Sanctions Laws*. Neither the Company, the Parent or any of their respective subsidiaries nor, to the knowledge of the Company or the Parent, any director, officer, agent, employee or affiliate of the Company, the Parent or any of its subsidiaries (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, a member state of the European Union or by His Majesty's Treasury of the United Kingdom or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons" and each such person, a "Sanctioned Person"), (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (at the time of this Agreement, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea, and Syria) (collectively, "Sanctioned Countries" and each, a "Sanctioned Country") or (iii) will, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

Neither the Company, the Parent or any of their respective subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding 3 years, nor does the Company, the Parent or any of their respective subsidiaries have any plans to engage in dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country.

(hh) *No Stabilization*. None of the Parent, the Company or any of the other Guarantors has taken, directly or indirectly (without giving effect to the activities of the Underwriters), any action designed to or that has constituted or that might reasonably be expected to cause or result, under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder or otherwise, in stabilization or manipulation of the price of any security of the Company or the Parent to facilitate the sale or resale of the Securities.

(ii) *Stabilizing Rules*. To the extent that information is required to be publicly disclosed under the U.K. Financial Services Authority's Price Stabilising Rules (the "Stabilizing Rules") before stabilizing transactions can be undertaken in compliance with the safe harbor provided under such Stabilizing Rules, such information has been adequately publicly disclosed (within the meaning of the Stabilizing Rules).

(jj) *Cybersecurity; Data Protection.* The Parent and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") operate and perform in all respects in conformance with their specifications or contracted requirements as required in connection with the operation of the business of the Parent and its subsidiaries as currently conducted, and to the knowledge of the Company or Parent, the IT Systems are free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, other than as would not reasonably expected to have a Material Adverse Effect. The Parent and its subsidiaries maintain commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data") used in connection with their businesses, including as processed and stored thereon, and there have been no breaches, incidents, violations, outages, compromises or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person or that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, nor any material incidents under internal review or investigations relating to the same. The Parent and its subsidiaries have during the past three (3) years complied, and are presently in compliance, with all applicable laws or statutes and all applicable judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(kk) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Parent and any of the Parent's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(ll) *Status under the Securities Act*. The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Securities Act, in each case at the times specified in the Securities Act in connection with the offering of the Securities.

(mm) *Compensation for Solicitation*. None of the Parent, the Company or any of the other Guarantors has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Parent or the Company (except as contemplated in this Agreement).

(nn) *Federal Income Tax and Description of Notes*. The statements in the Preliminary Prospectus and the Prospectus under the headings "Certain U.S. Federal Income Tax Considerations for U.S. Holders" and "Description of the Notes" fairly summarize the matters therein described in all material respects.

(oo) *Stamp*. There are no stamp or other issuance or transfer taxes or duties or other similar fees or charges imposed under the laws of Luxembourg or Ireland (or, in each case, any political subdivision thereof or therein) required to be paid in respect of the execution and delivery of this Agreement or the issuance or sale of the Securities by the Company or the issuance of the Guarantees by the Guarantors except in Luxembourg for any fixed or ad valorem registration duty in Luxembourg (i) upon voluntary registration (*présentation à l'enregistrement*) of the Agreement and any related documents before the Registration Duties, Estates and VAT Authority (*Administration de l'enregistrement, des domains et de la TVA*) in Luxembourg, or (ii) if the Agreement and any related documents are (a) enclosed to a compulsory registrable deed under Luxembourg law (*acte obligatoirement enregistrable*) or (b) deposited with the official records of a notary (*déposé au rang des minutes d'un notaire*).

(pp) *No Withholding Tax*. Except as disclosed in each of the Preliminary Prospectus and the Prospectus, under current law, no payment to be made by or on behalf of the Company under or with respect to the Notes will be subject to withholding or deduction of any taxes, levies, imposts, duties, assessments, withholdings or similar charges imposed by any governmental authority of (1) any jurisdiction in which the Company is incorporated, organized, engaged in business or resident for tax purposes or any political subdivision thereof or therein or (2) any jurisdiction from or through which payment is made by or on behalf of the Company.

(qq) *Subsidiaries*. The subsidiaries listed on Schedule 3 attached hereto are, with respect to the Parent , the only Significant Subsidiaries.

Any certificate signed by any officer of the Company, the Parent or any other Guarantor and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, the Parent or such other Guarantor, as to matters covered thereby, to each Underwriter.

4. Further Agreements of the Company and the Guarantors. The Company and the Guarantors jointly and severally covenant and agree with each Underwriter that:

(a) *Required Filings.* The Company and the Guarantors will file the final prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet referred to in Annex B hereto) to the extent required by Rule 433 under the Securities Act; and the Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request. The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) *Delivery of Copies.* The Company will deliver, without charge, to each Underwriter during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein) and each Issuer Free Writing Prospectus as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements; Issuer Free Writing Prospectuses.* Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, whether before or after the time that the Registration Statement becomes effective the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably objects.

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus or any Issuer Free Writing Prospectus or any amendment to the Prospectus or any Issuer Free Writing Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission or any other governmental or regulatory authority of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, the Prospectus, any Time of Sale Information or any Issuer Free Writing Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, any of the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; and (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Time of Sale Information, Issuer Free Writing Prospectus or the Prospectus, or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Time of Sale Information.* If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Time of Sale Information (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented (including such documents to be incorporated by reference therein) will not, in the light of the circumstances under which they were made, be misleading or so that any of the Time of Sale Information will comply with law.

(f) *Ongoing Compliance*. If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as so amended or supplemented including such documents to be incorporated by reference therein will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

(g) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that neither the Company nor any of the Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Earning Statement.* The Company will make generally available to its security holders and the Representatives as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(i) *Clear Market.* During the period from the date hereof through and including the Closing Date, the Company and each of the Guarantors will not, without the prior written consent of J.P. Morgan Securities LLC, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or any of the Guarantors and having a tenor of more than one year.

(j) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities as described in each of the Registration Statement, the Time of Sale Information and the Prospectus under the heading "Use of Proceeds".

(k) *DTC*. The Company will assist the Underwriters in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Stabilization.* Neither the Company nor any of the Guarantors will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(m) *Exchange Listing.* The Company and each of the Guarantors will use their reasonable best efforts to cause the Securities to be listed on The International Stock Exchange (the "Exchange").

(n) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(o) *Tax Gross-Up.* The Company and each of the Guarantors agree with each of the Underwriters to make all payments to the Underwriters under this Agreement without withholding or deduction for or on account of any present or future taxes, levies, imposts, duties, assessments, withholdings or similar charges imposed by any Tax Jurisdiction, unless the Company or any such Guarantor, as the case may be, is required by law to deduct or withhold any such taxes, levies, imposts, duties, assessments, withholdings or similar charges. In that event, the Company or such Guarantor, as the case may be, shall pay such additional amounts as may be necessary in order that the net amounts received by each applicable Underwriter after such withholding or deduction will equal the amounts that would have been received if no withholding or deduction has been made, except to the extent that such taxes, levies, imposts, duties, assessments, withholdings or similar charges (a) were imposed due to any connection of an Underwriter with the applicable Tax Jurisdiction other than the mere entering into of this Agreement or receipt of payments hereunder, (b) would not have been imposed but for the failure of such Underwriter, upon reasonable request from the Company, to comply with any reasonable certification, identification or other reporting requirements concerning the nationality, residence, identity, treaty eligibility, or connection with the Tax Jurisdiction of the Underwriter, or other relevant information regarding the Underwriter, if such compliance is required or imposed by law as a precondition to an exemption from, or reduction in, such taxes, levies, imposts, duties, assessments, withholdings or similar charges, (c) were imposed by the United States (or any political subdivision thereof or therein) or (d) were imposed as a result of the Luxembourg law of 23 December 2005.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Annex A or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus"). Notwithstanding the foregoing, the Underwriters may use the Pricing Term Sheet referred to in Annex B hereto without the consent of the Company.

(b) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

(c) It has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 any Securities, in circumstances in which Section 21(1) of the FSMA does not apply to the Company.

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

(e) It acknowledges that additional restrictions on the offer and sale of the Securities are described in the Time of Sale Information and the Prospectus.

(f) It has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the European Economic Area. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of MiFID II: or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"); and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities.

(g) It has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the United Kingdom. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in pont (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the performance by the Company and each of the Guarantors of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations and Warranties.* The representations and warranties of the Company and the Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company, the Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries by any "nationally recognized statistical rating organization", as such term is defined under Section 3(a)(62) under the Exchange Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in each of the Time of Sale Information (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

(e) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date a certificate of an executive officer of the Parent who has specific knowledge of the Parent's financial matters and is satisfactory to the Representatives (i) confirming that such officer has carefully reviewed the Registration Statement, the Time of Sale Information and Prospectus and, to the knowledge of such officer, the representations set forth in Sections 3(b) and 3(e) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company and the Guarantors in this Agreement are true and correct and that the Company and the Guarantors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (a), (c) and (d) above.

(f) *Comfort Letters.* On the date of this Agreement and on the Closing Date, KPMG shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(g) *Opinion and 10b-5 Statement of Counsel for the Company.* Cahill Gordon & Reindel LLP, counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives. If the Collateral Documents are executed and delivered on the Collateral Closing Date (as defined below) instead of the Closing Date, Cahill Gordon & Reindel LLP, counsel for the Company, shall furnish, at the request of the Company, a separate written opinion regarding the Collateral Documents and the Collateral, dated the Collateral Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinions of Local Counsel*. (x) A&L Goodbody LLP, counsel for the Company in Ireland, shall have furnished to the Representatives, at the request of the Company, its written opinion, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, (y) Loyens & Loeff Luxembourg S.À R.L., counsel for the Company in Luxembourg, shall have furnished to the Representatives, at the request of the Company, its written opinion, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, and (z) McGuireWoods LLP, counsel for the Company in the State of Virginia, USA, shall have furnished to the Representatives, at the request of the Company, its written opinion, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives. If the Collateral Documents are executed and delivered on the Collateral Closing Date instead of the Closing Date, (x) A&L Goodbody LLP, counsel for the Company in Ireland, (y) Loyens & Loeff Luxembourg S.À R.L., counsel for the Company in Luxembourg, and (z) McGuireWoods LLP, counsel for the Company in the State of Virginia, USA, each shall furnish, at the request of the Company, a separate written opinion regarding the Collateral Documents and the Collateral, dated the Collateral Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(i) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date an opinion and 10b-5 statement, addressed to the Underwriters, of Latham & Watkins LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(j) *Opinions of Local Counsels for the Underwriters.* The Representatives shall have received on and as of the Closing Date opinions, addressed to the Underwriters, of (y) Matheson LLP, Ireland counsel for the Underwriters and (z) NautaDutilh Avocats Luxembourg S.à r.l., Luxembourg counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(k) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees.

(l) *Good Standing*. The Representatives shall have received on and as of the Closing Date satisfactory evidence of the good standing, existence or the equivalent, as applicable and as available, of the Company and the Guarantors, including the Parent, in their respective jurisdictions of organization or incorporation, as applicable, and their good standing, existence or the equivalent, as applicable and as available, in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication, from the appropriate governmental authorities of such jurisdictions.

(m) *DTC*. The Securities shall be eligible for clearance and settlement through DTC.

(n) *Indenture and Securities*. The Indenture shall have been duly executed and delivered by a duly authorized officer of the Company, each of the Guarantors, the Trustee and the Notes Collateral Agent, and the Securities shall have been duly executed and delivered by a duly authorized officer of the Company and duly authenticated by the Trustee.

(o) *Collateral Documents and Joinder*. Within 120 days after the Closing Date (the "Collateral Closing Date"), the Representatives shall have received conformed counterparts of each of the Collateral Documents and the Joinder that shall have been executed and delivered by duly authorized officers of each party thereto in form and substance reasonably satisfactory to the Representatives.

(p) *Filings, Registrations and Recordings*. Except as otherwise contemplated by the applicable Collateral Documents, each document (including any Uniform Commercial Code financing statement) required by the applicable Collateral Documents, or under law or reasonably requested by the Representatives, in each case, to be filed, registered or recorded, or delivered for filing on or prior to the Closing Date, including filings in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, in order to create in favor of the Notes Collateral Agent, for the benefit of the holders of the Securities a perfected lien and security interest in the manner contemplated by the applicable Collateral Documents, that can be perfected by the making of such filings, registrations or recordations, prior and superior to the right of any other person (other than certain Permitted Liens), shall be executed and in proper form for filing, registration or recordation.

(q) *Additional Documents*. On or prior to the Closing Date, the Company shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters*. The Company and each of the Guarantors jointly and severally agree to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein.

(b) *Indemnification of the Company and the Guarantors*. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of the Guarantors, its directors and officers each of its respective directors and officers who signed the Registration Statement and each person, if any, who controls the Company or the Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, it being understood and agreed that the only such information consists of the following paragraphs in the Preliminary Prospectus and the Prospectus (each set forth under the heading "Underwriting"): (A) the first and third sentence of the fourth paragraph, (B) the fifth sentence of the sixth paragraph and (C) seventh and the eighth paragraphs.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by J.P. Morgan Securities LLC and any such separate firm for the Company, the Guarantors, its directors and officers their respective directors and officers who signed the Registration Statement and any control persons of the Company and the Guarantors shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraph (a) or (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantors on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Underwriters on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company and the Guarantors from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Guarantors on the one hand and the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or any Guarantor or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective as of the date first written above.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the Nasdaq Global Select Market or the New York Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

10. Defaulting Underwriter.

(a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, the Time of Sale Information and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement, the Time of Sale Information and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company or the Guarantors, except that the Company and each of the Guarantors will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company, the Guarantors or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company and each of the Guarantors jointly and severally agree to pay or cause to be paid all costs and expenses incident to the performance of their respective obligations (in addition to any applicable VAT, to the extent not recoverable) hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any stamp, issue, transfer or similar taxes payable in respect thereof; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, any Issuer Free Writing Prospectus, any Time of Sale Information and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Notes Collateral Agent, the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) the fees and expenses incurred with respect to creating, documenting and perfecting the security interests in the Collateral as contemplated by the Collateral Documents (including the related fees and expenses of (A) U.S. counsel to the Underwriters for up to $100,000, (B) Irish counsel to the Underwriters for up to €9,000 (in addition to any VAT, to the extent not recoverable, and outlay) and (C) Luxembourg counsel to the Underwriters for up to €6,000 (in addition to any VAT, to the extent not recoverable, and outlay)) for all periods prior to, on and after the Closing Date; (ix) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, the Financial Industry Regulatory Authority, and the approval of the Securities for book-entry transfer by DTC; (x) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; and (xi) all expenses and application fees related to the listing of the Securities on the Exchange.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company and each of the Guarantors jointly and severally agree to reimburse the Underwriters for all accountable out-of-pocket costs and expenses (including the reasonable and documented fees and expenses of their counsel) actually incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Underwriters contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors or the Underwriters.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. Miscellaneous.

(a) *Authority of the Representatives.* Any action by the Underwriters hereunder may be taken by Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Santander US Capital Markets LLC on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives hereto as follows:

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel
Facsimile: (646) 291-1469

HSBC Securities (USA) Inc.
66 Hudson Boulevard
New York, New York 10001
Attention: Transaction Management Group

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Investment Grade Syndicate Desk
Facsimile: (212) 834-6081

Morgan Stanley & Co. LLC
1585 Broadway, 29th Floor
New York, New York 10036
Attention: Investment Banking Division
Facsimile: (212) 507-8999

Santander US Capital Markets LLC
437 Madison Avenue,
New York, New York 10022
Attention: Debt Capital Markets
Facsimile: (212) 407-0930
E-mail: DCMAmericas@santander.us

Notices to the Company, the Parent or the other Guarantors shall be given to them at:

ICON plc
South County Business Park
Leopardstown, Dublin 18
Ireland
Attention: Simon Hollywood
E-mail: Simon.Hollywood@iconplc.com

(c) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Submission to Jurisdiction*. The Company and each of the Guarantors hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each of the Guarantors waive any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. Each of the Company and each of the Guarantors agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and each Guarantor, as applicable, and may be enforced in any court to the jurisdiction of which Company and each Guarantor, as applicable, is subject by a suit upon such judgment. The Company and each of the Guarantors that are incorporated or organized outside the United States (the "Foreign Entities") irrevocably appoint ICON US Holdings Inc. (731 Arbor Way, Suite 100, Blue Bell, PA 19422) upon which process may be served in any such suit or proceeding, and agree that service of process upon such authorized agent, and written notice of such service to the Foreign Entities, as the case may be, by the person serving the same to the address provided in this Section 16, shall be deemed in every respect effective service of process upon the Foreign Entities in any such suit or proceeding. The Foreign Entities hereby represent and warrant that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Foreign Entities further agree to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement.

(e) *Waiver of Jury Trial*. Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(f) *Recognition of the U.S. Special Resolution Regimes*.

(i) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 16(f):

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(g) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(h) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(i) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(j) *Judgment Currency.* The Company and each of the Guarantors, jointly and severally, agree to indemnify each Underwriter, its directors, officers, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "judgment currency") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the judgment currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

(k) *Waiver of Immunity.* To the extent that the Company or any Guarantor has or hereafter may acquire any immunity (sovereign or otherwise) from jurisdiction of any court of (i) Ireland, or any political subdivision thereof, (ii) Luxembourg, or any political subdivision thereof, (iii) the United States or the State of New York, (iv) any jurisdiction in which it owns or leases property or assets or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, set-off or otherwise) with respect to themselves or their respective property and assets or this Agreement, the Company and each Guarantor hereby irrevocably waive such immunity in respect of its obligations under this Agreement to the fullest extent permitted by applicable law.

[*Signature Pages Follow*]

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

ICON PUBLIC LIMITED COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

ACCELLACARE LIMITED
DOCS RESOURCING LIMITED
ICON GLOBAL TREASURY UNLIMITED COMPANY
ICON CLINICAL RESEARCH LIMITED
ICON HOLDINGS UNLIMITED COMPANY
ICON CLINICAL INTERNATIONAL UNLIMITED COMPANY
ICON CLINICAL RESEARCH PROPERTY DEVELOPMENT (IRELAND) LIMITED
ICON OPERATIONAL HOLDINGS UNLIMITED COMPANY
ICON OPERATIONAL FINANCING UNLIMITED COMPANY
ICON INVESTMENTS FOUR UNLIMITED COMPANY
ICON CLINICAL GLOBAL HOLDINGS UNLIMITED COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

PRA HEALTH SCIENCES, INC.
ICON US HOLDINGS INC.
BEACON BIOSCIENCE, INC.
ICON CLINICAL RESEARCH LLC
ICON LABORATORY SERVICES, INC.
PRICESPECTIVE LLC
ICON EARLY PHASE SERVICES, LLC
MOLECULARMD CORP.
DOCS GLOBAL, INC.
ACCELLACARE US INC.
CLINICAL RESOURCE NETWORK, LLC
CRN HOLDINGS, LLC
RESEARCH PHARMACEUTICAL SERVICES, INC.
SOURCE HEALTHCARE ANALYTICS, LLC
SYMPHONY HEALTH SOLUTIONS CORPORATION
PHARMACEUTICAL RESEARCH ASSOCIATES, INC.
PRA HOLDINGS, INC.
PRA INTERNATIONAL, LLC
RPS GLOBAL HOLDINGS, LLC
RPS PARENT HOLDING LLC
ROY RPS HOLDINGS LLC
ICON CLINICAL INVESTMENTS, LLC

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorized Person

ICON LUXEMBOURG S.À R.L.

By: /s/ Emer Lyons
Name: Emer Lyons
Title: Authorised Signatory

Accepted: As of the date first written above

CITIGROUP GLOBAL MARKETS INC.

For itself and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

By: /s/ Adam Bordner
Authorized Signatory

[*Signature Page to Underwriting Agreement*]

HSBC SECURITIES (USA) INC.

For itself and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

By: /s/ Patrice Altongy

Authorized Signatory

[*Signature Page to Underwriting Agreement*]

J.P. MORGAN SECURITIES LLC

For itself and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

By: /s/ Som Bhattacharyya
Authorized Signatory

[*Signature Page to Underwriting Agreement*]

MORGAN STANLEY & CO. LLC

For itself and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

By: /s/ Tammy Serbee

Authorized Signatory

SANTANDER US CAPITAL MARKETS LLC

For itself and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

By: /s/ Richard Zobkiw

Authorized Signatory

Schedule 1

Underwriter	Principal Amount		
	2027 Notes	2029 Notes	2034 Notes
Citigroup Global Markets Inc	$ 150,000,000	$ 150,000,000	$ 100,000,000
HSBC Securities (USA) Inc.	$ 150,000,000	$ 150,000,000	$ 100,000,000
J.P. Morgan Securities LLC	$ 150,000,000	$ 150,000,000	$ 100,000,000
Morgan Stanley & Co. LLC	$ 150,000,000	$ 150,000,000	$ 100,000,000
Santander US Capital Markets LLC	$ 150,000,000	$ 150,000,000	$ 100,000,000
Total	$ 750,000,000	$ 750,000,000	$ 500,000,000

Schedule 2

Subsidiary Guarantors

Legal Name	**Jurisdiction of Formation**
ICON Global Treasury Unlimited Company	Ireland
ICON Clinical Research Limited	Ireland
ICON Holdings Unlimited Company	Ireland
DOCS Resourcing Limited	Ireland
ICON Clinical International Unlimited Company	Ireland
ICON Clinical Research Property Development (Ireland) Limited	Ireland
Accellacare Limited	Ireland
ICON Operational Holdings Unlimited Company	Ireland
ICON Operational Financing Unlimited Company	Ireland
ICON Investments Four Unlimited Company	Ireland
ICON Clinical Global Holdings Unlimited Company	Ireland
ICON Luxembourg S.à r.l.	Luxembourg
ICON Early Phase Services, LLC	USA - Texas
Beacon Bioscience, Inc.	USA- Delaware
ICON Clinical Research LLC	USA- Delaware
ICON Laboratory Services, Inc.	USA- Delaware
MolecularMD Corp.	USA- Delaware
ICON US Holdings Inc.	USA- Delaware
PriceSpective LLC	USA- Delaware
DOCS Global, Inc.	USA- New Jersey
Accellacare US Inc.	USA- North Carolina
Clinical Resource Network, LLC	USA- Illinois

Legal Name	Jurisdiction of Formation
CRN Holdings, LLC	USA- Delaware
ICON Clinical Investments, LLC	USA- Delaware
PRA Health Sciences, Inc.	USA- Delaware
ReSearch Pharmaceutical Services, Inc.	USA- Delaware
Source Healthcare Analytics, LLC	USA- Delaware
Symphony Health Solutions Corporation	USA- Delaware
Pharmaceutical Research Associates, Inc.	USA- Virginia
PRA Holdings, Inc.	USA- Delaware
PRA International, LLC	USA- Delaware
Roy RPS Holdings LLC	USA- Delaware
RPS Global Holdings, LLC	USA- Delaware
RPS Parent Holding LLC	USA- Delaware

Schedule 3

Significant Subsidiaries of Parent

Legal Name	**Jurisdiction of Formation**
ICON Clinical Research S.A.	Argentina
RPS Research S.A.	Argentina
Pharmaceutical Research Associates Pty Limited	Australia
ICON Clinical Research PTY Limited	Australia
Medpass International Pty Ltd	Australia
ICON Clinical Research Austria GmbH	Austria
RPS Research Austria GmbH	Austria
IMP-Logistics Bel, FLLC	Belarus
Pharmaceutical Research Associates Belgium B.V.	Belgium
DOCS International Belgium N.V.	Belgium
RPS Bermuda, Ltd.	Bermuda
ICON Pesquisas Clínicas LTDA.	Brazil
Pharmaceutical Research Associates Ltda.	Brazil
RPS do Brasil Serviços de Pesquisas LTDA.	Brazil
RPS China Inc.	British Virgin Islands
Pharmaceutical Research Associates Bulgaria EOOD	Bulgaria
ICON Clinical Research EOOD	Bulgaria
Services de Recherche Pharmaceutique Srl	Canada
3065613 Nova Scotia Company	Canada
ICON Clinical Research (Canada) Inc.	Canada
Pharmaceutical Research Associates ULC	Canada
Oxford Outcomes LTD.	Canada
ICON Life Sciences Canada Inc.	Canada- Ontario
ICON Chile Limitada	Chile
PRA Health Sciences Chile SpA	Chile
PRA Health Sciences China, Inc.	China
ICON Clinical Research (Beijing No.2) Co., Ltd	China
ICON Clinical Research (Beijing) Co., Ltd	China

Legal Name	Jurisdiction of Formation
PRA Health Sciences Colombia Ltda.	Colombia
Research Pharmaceutical Services Costa Rica, LTDA.	Costa Rica
ICON Research Ltd.	Croatia
Pharm Research Associates d.o.o. za klinicka ispitivanja	Croatia
ICON Clinical Research Czech Republic s.r.o.	Czech Republic
ICON Clinical Research s.r.o.	Czech Republic
Pharmaceutical Research Associates Denmark ApS	Denmark
DOCS International Nordic Countries A/S	Denmark
ICON Clinical Research Egypt Limited Liability Company	Egypt
RPS Estonia OÜ	Estonia
Pharmaceutical Research Associates Finland Oy	Finland
DOCS International Finland Oy	Finland
ReSearch Pharmaceutical Services France S.A.S.	France
ICON Clinical Research S.A.R.L.	France
Mapi Research Trust	France
Oncacare France SAS	France
IMP Logistics Georgia LLC	Georgia
Pharmaceutical Research Associates Georgia LLC	Georgia
ICON Clinical Research Germany GmbH	Germany
Oncacare (Germany) GmbH	Germany
Averion Europe GmbH i.L	Germany
Pharmaceutical Research Associates Greece A.E.	Greece
RPS Guatemala, S.A.	Guatemala
PRA Health Sciences (Hong Kong) Limited	Hong Kong
ICON Clinical Research Hong Kong Limited	Hong Kong
Pharmaceutical Research Associates Hungary Research and Development Ltd.	Hungary
ICON Clinical Research Limited Liability Company	Hungary
RPS Iceland ehf.	Iceland
Pharmaceutical Research Associates India Private Limited	India
ICON Clinical Research India Private Limited	India
ICON Clinical International Unlimited Company	Ireland

Legal Name	Jurisdiction of Formation
ICON Clinical Research Limited	Ireland
ICON Clinical Research Property Development (Ireland) Limited	Ireland
ICON Holdings Clinical Research International Limited	Ireland
ICON Investments Five Unlimited Company	Ireland
ICON Investments Four Unlimited Company	Ireland
ICON Holdings Unlimited Company	Ireland
Accellacare Limited	Ireland
DOCS Resourcing Limited	Ireland
ICON (LR) Limited	Ireland
ICON Clinical Global Holdings Unlimited Company	Ireland
ICON Clinical Research Property Holdings (Ireland) Limited	Ireland
ICON Operational Financing Unlimited Company	Ireland
ICON Operational Holdings Unlimited Company	Ireland
OncaCare Limited	Ireland
Research Pharmaceutical Services (Outsourcing Ireland) Limited	Ireland
ICON Clinical Research Holdings (Ireland) Unlimited Company	Ireland
ICON Global Treasury Unlimited Company	Ireland
PRA Clinical Limited	Ireland
Pharmaceutical Research Associates Israel Ltd.	Israel
ICON Clinical Research Israel LTD.	Israel
Pharmaceutical Research Associates Italy S.r.l.	Italy
Oncacare Italy S.r.l	Italy
ICON Clinical Research GK	Japan
ICON Investments Limited	Jersey
PRA Health Sciences Kenya Limited	Kenya
RPS Latvia SIA	Latvia
UAB RPS Lithuania	Lithuania
ICON Luxembourg S.à r.l.	Luxembourg
RPS Malaysia Sdn. Bhd.	Malaysia
ICON CRO Malaysia SDN. BHD.	Malaysia
RPS Research Mexico, S. de R.L. de C.V.	Mexico
RPS Research Servicios, S. de R.L. de C.V.	Mexico

Legal Name	Jurisdiction of Formation
ICON Clinical Research Mexico, S.A. de C.V.	Mexico
Pharmaceutical Research Associates Mexico S. de R.L. de C. V.	Mexico
DOCS International B.V.	Netherlands
ReSearch Pharmaceutical Services Netherlands B.V.	Netherlands
Pharmaceutical Research Associates Group B.V.	Netherlands
PRA International Operations B.V.	Netherlands
Pharmaceutical Research Associates New Zealand Limited	New Zealand
ICON Clinical Research (New Zealand) Limited	New Zealand
RPS Research Norway AS	Norway
RPS Panama Inc.	Panama
ICON Clinical Research Perú S.A.	Peru
RPS Perú S.A.C.	Peru
RPS Research Philippines, Inc.	Philippines
ICON Clinical Research Services Philippines, Inc.	Philippines
Pharmaceutical Research Associates Sp. z o.o.	Poland
Symphony Clinical Research Sp z.o.o.	Poland
ICON Clinical Research Poland Sp z o.o.	Poland
PRA International Portugal, Unipessoal, Lda.	Portugal
Research Pharmaceutical Services Puerto Rico, Inc.	Puerto Rico
Pharmaceutical Research Associates Romania S.R.L.	Romania
ICON Clinical Research S.R.L.	Romania
Joint Stock Company IMP Logistics	Russia
ICON Clinical Research (Rus) LLC	Russia
ICON Clinical Research d.o.o. Beograd	Serbia
Pharmaceutical Research Associates doo Belgrade	Serbia
Pharmaceutical Research Associates Singapore Pte. Ltd.	Singapore
ICON Clinical Research (Pte) Limited	Singapore
Mapi Life Sciences Singapore Pte. Ltd.	Singapore
Pharmaceutical Research Associates SK s.r.o.	Slovakia
ICON Clinical Research Slovakia, s.r.o.	Slovakia
PRA Pharmaceutical S A (Proprietary) Limited	South Africa
RPS Research South Africa (Proprietary) Limited	South Africa

Legal Name	Jurisdiction of Formation
Accellacare South Africa (PTY) LTD	South Africa
Mapi Korea Yuhan Hoesa/ Mapi Korea LLC	South Korea
ICON Clinical Research Korea Ltd.	South Korea
Pharmaceutical Research Associates Korea Limited	South Korea
RPS ReSearch Ibérica, S.L.U.	Spain
Oncacare (Spain), S.L.	Spain
RPS Spain S.L.	Spain
ICON Clinical Research España, S.L.	Spain
Pharmaceutical Research Associates España, S.A.U.	Spain
Accellacare España S.L.	Spain
PRA International Sweden AB	Sweden
DOCS International Sweden AB	Sweden
DOCS International Switzerland GmbH	Switzerland
ICON Clinical Research (Switzerland) GmbH	Switzerland
PRA Switzerland AG	Switzerland
ICON Clinical Research Taiwan Limited	Taiwan
Pharmaceutical Research Associates Taiwan, Inc.	Taiwan
ICON Clinical Research (Thailand) Limited	Thailand
RPS Research (Thailand) Co., Ltd.	Thailand
ICON Ankara Klinik Arastirma Dis Ticaret Anonim Sirketi	Turkey
Pra Turkey Sağlik Araştirma Ve Geliştirme Limited Şirketi	Turkey
ICON Clinical Research LLC	Ukraine
IMP-Logistics Ukraine, LLC	Ukraine
DOCS Ukraine LLC	Ukraine
Pharmaceutical Research Associates Ukraine, LLC	Ukraine
Accellacare UK Limited	United Kingdom
ICON Clinical Research (U.K.) Limited	United Kingdom
ICON Clinical Research (U.K.) No. 4 Limited	United Kingdom
ICON Clinical Research (U.K.) No. 5 Limited	United Kingdom
ICON Clinical Research Holdings (U.K.) Limited	United Kingdom
MeDiNova Lakeside Clinical Research Limited	United Kingdom
MeDiNova Merc (UK) Limited	United Kingdom

Legal Name	Jurisdiction of Formation
VSK (Kenilworth) Limited	United Kingdom
Improving Treatments Limited	United Kingdom
Aptiv Solutions (UK) Ltd	United Kingdom
DOCS International UK Limited	United Kingdom
ICON (LR) Limited	United Kingdom
ICON Clinical Research (U.K.) No. 2 Limited	United Kingdom
ICON Clinical Research (U.K.) No. 3 Limited	United Kingdom
ICON Development Solutions Limited	United Kingdom
ICON Investments (UK) Ltd	United Kingdom
IMP Logistics UK Limited	United Kingdom
Medeval Group Limited	United Kingdom
OncaCare (U.K.) Limited	United Kingdom
Pharm Research Associates (UK) Limited	United Kingdom
Sterling Synergy Systems Limited	United Kingdom
ICON Clinical Research (U.K.) No. 6 Limited	United Kingdom
RPS Global S.A.	Uruguay
RPS Latin America S.A	Uruguay
VirtualScopics, LLC	USA - Delaware
BioTel Research, LLC	USA - Delaware
Humanfirst LLC	USA - Delaware
ICON Early Phase Services, LLC	USA - Texas
Pharmaceutical Research Associates, Inc.	USA - Virginia
ClinStar LLC	USA - California
Nextrials, Inc.	USA - California
Pharmaceutical Research Associates CIS, LLC	USA - California
Pharmaceutical Research Associates Eastern Europe, LLC	USA - California
Addplan, Inc.	USA - Delaware
Beacon Bioscience, Inc	USA - Delaware
C4 MedSolutions, LLC	USA - Delaware
Care Innovations, Inc.	USA - Delaware
Care Innovations, LLC	USA - Delaware
CHC Group, LLC	USA - Delaware

Legal Name	Jurisdiction of Formation
CRI NewCo, Inc.	USA - Delaware
CRI Worldwide, LLC	USA - Delaware
CRN Holdings, LLC	USA - Delaware
CRN NORTH AMERICA, LLC	USA - Delaware
Global Pharmaceutical Strategies Group, LLC	USA - Delaware
ICON Clinical Investments, LLC	USA - Delaware
ICON Clinical Research LLC	USA - Delaware
ICON Laboratory Services, Inc.	USA - Delaware
ICON Tennessee, LLC	USA - Delaware
ICON US Holdings Inc.	USA - Delaware
MMMM Consulting, LLC	USA - Delaware
MMMM Group, LLC	USA - Delaware
MolecularMD Corp.	USA - Delaware
Parallel 6, Inc.	USA - Delaware
PRA Early Development Research, Inc.	USA - Delaware
PRA Health Sciences, Inc.	USA - Delaware
PRA Holdings, Inc.	USA - Delaware
PRA Receivables, LLC	USA - Delaware
PriceSpective LLC	USA - Delaware
PubsHub LLC	USA - Delaware
ReSearch Pharmaceutical Services, Inc.	USA - Delaware
Source Healthcare Analytics, LLC	USA - Delaware
Symphony Health Solutions Corporation	USA - Delaware
ICON Clinical Research, LP	USA - Delaware
International Medical Technical Consultants, LLC	USA - Delaware
Oncacare, Inc.	USA - Delaware
PRA International, LLC	USA - Delaware
ReSearch Pharmaceutical Services, LLC	USA - Delaware
Roy RPS Holdings LLC	USA - Delaware
RPS Global Holdings, LLC	USA - Delaware
RPS Parent Holding LLC	USA - Delaware
Sunset Hills, LLC	USA - Delaware

Legal Name	Jurisdiction of Formation
Clinical Resource Network, LLC	USA - Illinois
Accellacare of Christie Clinic, LLC	USA - Illinois
CRI International, LLC	USA - New Jersey
DOCS Global, Inc.	USA - New Jersey
Managed Care Strategic Solutions, L.L.C.	USA - New Jersey
Accellacare US Inc.	USA - North Carolina
Accellacare of Charlotte, LLC	USA - North Carolina
Accellacare of Hickory, LLC	USA - North Carolina
Accellacare of Raleigh, LLC	USA - North Carolina
Accellacare of Rocky Mount, LLC	USA - North Carolina
Accellacare of Salisbury, LLC	USA - North Carolina
Accellacare of Wilmington, LLC	USA - North Carolina
Accellacare of Winston-Salem, LLC	USA - North Carolina
Complete Healthcare Communications LLC	USA - Pennsylvania
Complete Publication Solutions, LLC	USA - Pennsylvania
Accellacare of Charleston, LLC	USA - South Carolina
Accellacare of Bristol, LLC	USA - Tennessee
Lifetree Clinical Research, LC	USA - Utah
ICON Government and Public Health Solutions, Inc.	USA - Virginia

Annex A

Time of Sale Information

- Pricing Term Sheet, dated April 30, 2024, substantially in the form of Annex B.

Annex B

Pricing Term Sheet

[See Attached]

Issuer Free Writing Prospectus, dated April 30, 2024
Filed Pursuant to Rule 433 under the Securities Act of 1933, as amended
Supplementing the Preliminary Prospectus Supplement, dated April 26, 2024
Registration No. 333-278943

ICON Investments Six Designated Activity Company

Pricing Term Sheet

$2,000,000,000
$750,000,000 5.809% Senior Secured Notes due 2027 (the "2027 Notes")
$750,000,000 5.849% Senior Secured Notes due 2029 (the "2029 Notes")
$500,000,000 6.000% Senior Secured Notes due 2034 (the "2034 Notes"
and, together with the 2027 Notes and the 2029 Notes, the "Notes")

April 30, 2024

Terms Related to all Notes

Issuer:	ICON Investments Six Designated Activity Company (the "Company")
Trade Date:	April 30, 2024
Settlement Date:	May 8, 2024 (T+6)*
Interest Payment Dates:	May 8 and November 8 of each year, commencing on November 8, 2024
Use of Proceeds:	We intend to use the net proceeds from the issuance and sale of the Notes (i) to provide funds to the U.S. borrower and Luxembourg borrower under our Senior Secured Credit Facilities (as defined in the Preliminary Prospectus Supplement), through intercompany loans and other means, to repay a portion of the senior secured term loans outstanding under the Senior Secured Credit Facilities and (ii) to pay fees, costs and expenses related to this offering.

Change of Control:	Subject to certain exceptions as set forth in the Preliminary Prospectus Supplement, if a Change of Control Triggering Event (as defined in the Preliminary Prospectus Supplement) occurs, unless the Company has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes as set forth in the Preliminary Prospectus Supplement, within 30 days following such Change of Control Triggering Event, the Company will make an offer to purchase all of the Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but not including, the date of purchase.
Securities Ratings (Moody's / S&P):**	Baa3 / BBB-
Joint Book-Running Managers:	Citigroup Global Markets Inc. HSBC Securities (USA) Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC Santander US Capital Markets LLC
Denomination:	$200,000 and in integral multiples of $1,000 in excess thereof

Terms Related to the 2027 Notes

Securities:	5.809% Senior Secured Notes due 2027
Principal Amount:	$750,000,000
Maturity Date:	May 8, 2027
Benchmark Treasury:	UST 4.500% due April 15, 2027
Benchmark Treasury Price / Yield:	99-00 ⅝ / 4.859%
Spread to Benchmark Treasury:	+95 basis points
Yield to Maturity:	5.809%
Coupon (Interest Rate):	5.809%
Price to Public:	100.000%

Optional Redemption Provision:	Prior to April 8, 2027 (one month prior to their maturity date) (the "2027 Par Call Date"), the Company may redeem the 2027 Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2027 Notes to be redeemed matured on the 2027 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Preliminary Prospectus Supplement) plus 15 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the 2027 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the redemption date. On or after the 2027 Par Call Date, the Company may redeem the 2027 Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the 2027 Notes being redeemed plus accrued and unpaid interest on the 2027 Notes to be redeemed to, but not including, the redemption date.
CUSIP/ISIN:	45115A AA2 / US45115AAA25

Terms Related to the 2029 Notes

Securities:	5.849% Senior Secured Notes due 2029
Principal Amount:	$750,000,000
Maturity Date:	May 8, 2029
Benchmark Treasury:	UST 4.625% due April 30, 2029
Benchmark Treasury Price / Yield:	99-21+ / 4.699%
Spread to Benchmark Treasury:	+115 basis points
Yield to Maturity:	5.849%
Coupon (Interest Rate):	5.849%
Price to Public:	100.000%

Optional Redemption Provision:	Prior to April 8, 2029 (one month prior to their maturity date) (the "2029 Par Call Date"), the Company may redeem the 2029 Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2029 Notes to be redeemed matured on the 2029 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Preliminary Prospectus Supplement) plus 20 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the 2029 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the redemption date. On or after the 2029 Par Call Date, the Company may redeem the 2029 Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the 2029 Notes being redeemed plus accrued and unpaid interest on the 2029 Notes to be redeemed to, but not including, the redemption date.
CUSIP/ISIN:	45115A AB0 / US45115AAB08

Terms Related to the 2034 Notes

Securities:	6.000% Senior Secured Notes due 2034
Principal Amount:	$500,000,000
Maturity Date:	May 8, 2034
Benchmark Treasury:	UST 4.000% due February 15, 2034
Benchmark Treasury Price / Yield:	94-26¼ / 4.664%
Spread to Benchmark Treasury:	+135 basis points
Yield to Maturity:	6.014%
Coupon (Interest Rate):	6.000%
Price to Public:	99.896%

Optional Redemption Provision:	Prior to February 8, 2034 (three months prior to their maturity date) (the "2034 Par Call Date"), the Company may redeem the 2034 Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the 2034 Notes to be redeemed matured on the 2034 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Preliminary Prospectus Supplement) plus 25 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the 2034 Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the redemption date. On or after the 2034 Par Call Date, the Company may redeem the 2034 Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the 2034 Notes being redeemed plus accrued and unpaid interest on the 2034 Notes to be redeemed to, but not including, the redemption date.
CUSIP/ISIN:	45115A AC8 / US45115AAC80

*We expect that delivery of the Notes will be made to investors on or about May 8, 2024, which will be the sixth business day following the date of confirmation of orders with respect to the Notes (this settlement cycle being referred to as "T+6"). Under Rule 15c6-1 of the SEC under the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to the date that is two business days preceding the settlement date will be required, by virtue of the fact that the Notes will initially settle in T+6, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes before their delivery should consult their own advisor.

**Note: A securities rating is not a recommendation to buy, sell or hold a security and may be subject to revision or withdrawal at any time.

The Company has filed a registration statement (including the Preliminary Prospectus Supplement and a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the Preliminary Prospectus Supplement and prospectus in that registration statement and other documents the Company has filed with the SEC for more complete information about the Company and this offering. You may get these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by contacting Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, Telephone: (800) 831-9146, E-mail: prospectus@citi.com; HSBC Securities (USA) Inc., Telephone: (866) 811-8049; J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York, 10179, Attention: Investment Grade Syndicate Desk, 3rd Floor, Telephone Collect: (212) 834-4533; Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, NY 10036, Attention: Investment Banking Division, Facsimile: (212) 507-8999; Santander US Capital Markets LLC, 437 Madison Avenue, New York, NY 10022, Attention: Debt Capital Markets, Facsimile: (212) 407-0930, E-mail: DCMAmericas@santander.us.

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Exhibit 4.1

Execution Version

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

and

ICON PLC

INDENTURE

Dated as of May 8, 2024

CITIBANK, N.A.,

as Trustee

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318(a)	12.01
(b)	Not Applicable
(c)	12.01

*This Cross-Reference Table is not part of the Indenture.

INDENTURE (this "*Base Indenture*") dated as of May 8, 2024, among ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY, a designated activity company limited by shares in Ireland, ICON PUBLIC LIMITED COMPANY, a public limited company in Ireland and CITIBANK, N.A., a national banking association, as trustee (in such capacity the "*Trustee*").

The Issuer, the Parent and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined herein) of the Notes issued from time to time under this Indenture.

ARTICLE 1
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 *Definitions.*

"*Additional Notes*" with respect to a Series of Notes shall have the meaning assigned to such term in the Board Resolution, supplemental indenture or Officer's Certificate pursuant to which such Series of Notes are issued.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "*control*," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "*controlling*," "*controlled by*" and "*under common control with*" have correlative meanings.

"*Agent*" means any Registrar, co-Registrar, Paying Agent, additional paying agent, or transfer agent.

"*Authentication Order*" means a written order signed in the name of the Issuer by at least one Officer.

"*Bankruptcy Code*" means Title 11 of the United States Code entitled "Bankruptcy", as now or hereafter in effect, and any successor thereto.

"*Bankruptcy Custodian*" means any receiver, interim receiver, receiver and manager, trustee, assignee, liquidator, examiner, custodian or similar official under any Bankruptcy Law.

"*Bankruptcy Law*" means the Bankruptcy Code or any similar federal or state law for the relief of debtors or similar foreign law (including, without limitation, laws of Ireland relating to bankruptcy, insolvency, receivership, winding up, liquidation, examinership, reorganization or relief of debtors).

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the board of directors of the general partner of the partnership;

(3) with respect to a limited liability company managed by the member or members, the managing member or members or any controlling committee of managing members thereof;

(4) with respect to a limited liability company managed by a manager or managers, the manager or managers and any controlling committee of managers; and

(5) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Board Resolution*" means a copy of a resolution certified by an Officer of the Issuer to have been adopted by the Board of Directors of the Issuer or pursuant to authorization or delegation of authority by the Board of Directors of the Issuer and to be in full force and effect on the date of the certificate and delivered to the Trustee.

"*Business Day*" means, unless otherwise specified with respect to any Series of Notes, any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"*Capital Stock*" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, partnership interests (whether general or limited), limited liability company interests, shares (parts sociales) in a Luxembourg private limited liability company, beneficial interests in a trust and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any Preferred Stock.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended.

"*Companies Act*" means the Companies Act 2014 of Ireland (as amended).

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Corporate Trust Office of the Trustee*" will be at the address of the Trustee specified in Section 12.02 hereof or such other address as to which the Trustee may give notice to the Issuer.

"*Custodian*" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Depositary*" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.04 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"*DTC*" means The Depository Trust Company.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*GAAP*" means generally accepted accounting principles in the United States of America.

"*Global Note*" or "*Global Notes*" means a Note or Notes, as the case may be, in the form established pursuant to Section 2.02 or 2.15 evidencing all or part of a Series of Notes, issued to the Depositary for such Series or its nominee, and registered in the name of such Depositary or nominee.

"*Government Securities*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option.

"*Governmental Authority*" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into for the purpose of assuring in any other manner the obligee against loss in respect thereof (in whole or in part);

provided, *however*, that the term "*Guarantee*" shall not include endorsements for collection or deposit in the ordinary course of business.

The terms "*Guarantee*" and "*Guaranteed*" shall have correlative meanings.

"*Guarantor*" means collectively, with respect to the Notes of any Series, the Parent Guarantor or any Subsidiary Guarantor, until such Note Guarantee is released in accordance with the terms of this Indenture.

"*Holder*" means a Person in whose name a Note is registered.

"*Indenture*" means, with respect to any Series of Notes, this Indenture, as amended or supplemented from time to time in respect of such Series of Notes, and will include the form and terms of such Series of Notes established as contemplated hereunder. For the avoidance of doubt, for purposes of determining the rights of Holders of any Series of Notes, and the terms applicable to such Series of Note, references herein to "this Indenture" shall mean the Indenture with respect to such Series.

"*Issue Date*" means the effective date of the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which the first Series of Notes is issued under this Base Indenture.

"*Issuer*" means ICON Investments Six Designated Activity Company, a designated activity company limited by shares incorporated in Ireland, and not any of its Subsidiaries, until a successor Person shall have become such in accordance with the applicable provisions of this Indenture, and thereafter "Issuer" shall mean such successor Person.

"*Lien*" means, with respect to any asset, (a) any mortgage, deed of trust, lien, license, pledge, hypothecation, encumbrance, assignment, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities; provided that in no event shall any operating lease or any non-exclusive license, sub-license or cross-license to intellectual property be deemed to constitute a Lien.

"*Luxembourg*" means the Grand Duchy of Luxembourg.

"*Note Guarantee*" means, with respect to the Notes of any Series, the Guarantee by each Guarantor of the obligations of the Issuer with respect to the Notes of such Series under this Indenture and under the applicable Series of Notes.

"*Notes*" means the debentures, notes or other debt instruments of the Issuer of any Series authenticated and delivered under this Indenture.

"*Officer*" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, any Vice-President, the Treasurer, any Assistant Treasurer, the Controller, any assistant Controller, the Secretary, any Assistant Secretary, any Director or authorized signatory of such Person.

"*Officer's Certificate*" means a certificate signed by an Officer of the Parent or the Issuer, as applicable, and delivered to the Trustee.

"*Opinion of Counsel*" means an opinion meeting the requirements of this Indenture from legal counsel who is reasonably acceptable to the Trustee and delivered to the Trustee. The counsel may be an employee of or counsel to the Issuer or any Subsidiary of the Issuer.

"*Parent*" means ICON Public Limited Company, a public limited company incorporated in Ireland, and not any of its Subsidiaries, until a successor Person shall have become such in accordance with the applicable provisions of this Indenture, and thereafter "Parent" shall mean such successor Person.

"*Parent Guarantor*" means, with respect to the Notes of any Series, the Parent that Guarantees the obligations of the Issuer under such Notes.

"*Person*" means any individual, corporation, company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Place of Payment*", when used with respect to the Notes, means the place or places where the principal of (and premium, if any) and interest on the Notes are payable as contemplated by Section 4.02 hereof.

"*Preferred Stock*", as applied to the Capital Stock of any Person, means Capital Stock of any class of classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Responsible Officer*" when used with respect to the Trustee, means any officer within the corporate trust department of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and, in each case, who shall have direct responsibility for the administration of this Indenture.

"*SEC*" means the Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Series*" or "*Series of Notes*" means each series of debentures, notes or other debt instruments of the Issuer created pursuant to Sections 2.01 and 2.02 hereof.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such indebtedness as of its date of issue, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary*" means, with respect to any Person (the "parent") at any date, (i) any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held; and (ii) in the case of any Person incorporated in Ireland, any subsidiary of that Person within the meaning of Section 7 of the Irish Companies Act 2014 or Regulation 4 of the European Communities (Companies Group Accounts) Regulations 1992.

"*Subsidiary Guarantor*" means, with respect to the Notes of any Series, any subsidiary of the Parent (other than the Issuer) that Guarantees the obligations of the Issuer under such Notes.

"*Tax*" means all present or future taxes, levies, imposts, duties, assessments, withholdings or similar charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended.

"*Trustee*" means Citibank, N.A., until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person of the class or classes that has the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

Section 1.02 *Other Definitions.*

Term	**Defined in Section**
"*Additional Amounts*"	4.06
"*Applicable Premium Deficit*"	8.04(a)
"*Covenant Defeasance*"	8.03
"*Event of Default*"	6.01
"*Legal Defeasance*"	8.02
"*Paying Agent*"	2.04
"*Registrar*"	2.04
"*Tax Jurisdiction*"	4.06

Section 1.03 *Rules of Construction*.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) "will" shall be interpreted to express a command;

(f) provisions apply to successive events and transactions; and

(g) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time.

Section 1.04 *Incorporation by Reference of Trust Indenture Act.*

Whenever this Indenture refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made a part of this Indenture.

The following Trust Indenture Act terms used in this Indenture have the following meanings:

"*indenture securities*" means the Notes;

"*indenture security Holder*" means a Holder of a Note;

"*indenture to be qualified*" means this Indenture;

"*indenture trustee*" or "*institutional trustee*" means the Trustee; and

"*obligor*" on the Notes and the Note Guarantees means the Issuer and the Guarantors, respectively, and any successor obligor upon the Notes and the Note Guarantees, respectively.

All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act and not otherwise defined herein are used herein as so defined.

ARTICLE 2
THE NOTES

Section 2.01 *Issuable in Series.*

The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more Series. All Notes of a Series will be identical except as may be set forth or determined in the manner provided in a Board Resolution, supplemental indenture or Officer's Certificate detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution. In the case of Notes of a Series to be issued from time to time, the Board Resolution, Officer's Certificate or supplemental indenture detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution may provide for the method by which specified terms (such as interest rate, maturity date, record date or date from which interest will accrue) are to be determined. Notes may differ between Series in respect of any matters, but otherwise all Series of Notes are equally and ratably entitled to the benefits of this Base Indenture.

Section 2.02 *Establishment of Terms of Series of Notes.*

At or prior to the issuance of any Notes within a Series, the following will be established (as to such Series generally, in the case of Section 2.02(a) and either as to such Notes within such Series or as to such Series generally in the case of Sections 2.02(b) through 2.02(w)) by or pursuant to a Board Resolution, and set forth or determined in the manner provided in a Board Resolution, supplemental indenture or Officer's Certificate:

(a) the title of the Series (which will distinguish the Notes of that particular Series from the Notes of any other Series);

(b) the total principal amount of the Notes of the Series issued and any limit on the future issuance of additional securities of that Series;

(c) any stock exchange on which the Notes will be listed;

(d) whether the Notes will be issued in individual certificates to each Holder or in the form of temporary or permanent Global Notes held by a Depositary on behalf of Holders;

(e) the date or dates on which the principal of and any premium on the Notes of the Series is payable;

(f) any interest rate, which may be fixed or variable, the date from which interest will accrue, interest payment dates and record dates for interest payments;

(g) the place or places where the principal of and interest, if any, on the Notes of the Series will be payable;

(h) any right to extend or defer the interest payment periods and the duration of the extension;

(i) any mandatory or optional sinking funds or analogous provisions or provisions for redemption at the option of the Holder;

(j) whether and under what circumstances any additional amounts with respect to the Notes will be payable;

(k) any provisions for optional redemption or early repayment, including conditions precedent for such optional redemption;

(l) any provisions that would require the redemption, repurchase or repayment of Notes;

(m) whether payments on the Notes will be payable in currency or currency units or another form and whether payments will be payable by reference to any index or formula;

(n) the portion of the principal amount of Notes that will be payable if the Stated Maturity is accelerated, if other than the entire principal amount;

(o) any additional means of defeasance of the Notes, any additional conditions or limitations to defeasance of the Notes or any changes to those conditions or limitations;

(p) any addition to or change in the Events of Default which applies to any Notes of the Series and any change in the right of the Trustee or the requisite Holders of such Notes to declare the principal amount thereof due and payable pursuant to Section 6.02;

(q) any addition to, deletion of, or change in the covenants set forth in Articles 4 and 5 hereof which applies to Notes of the Series;

(r) any restrictions or other provisions relating to the transfer or exchange of Notes;

(s) the provisions, if any, relating to conversion of any Notes of such Series, including if applicable, the conversion price, the conversion period, provisions as to whether conversion will be mandatory, at the option of the Holders thereof or at the option of the Issuer, the events requiring an adjustment of the conversion price and provisions affecting conversion if such Series of Notes are redeemed;

(t) the currency of payment and the denominations in which the Notes will be issuable;

(u) whether the Notes of such Series are entitled to the benefits of the Note Guarantee of any Subsidiary Guarantor pursuant to this Indenture, including, without limitation, any release mechanisms and deletions from, or modifications or additions to, the provisions of Article 10 or any other provisions of this Indenture in connection with the Guarantees of the Notes of such Series;

(v) whether the Notes of such Series or, if applicable, any Note Guarantees of such Series, will be secured by any collateral and, if so, the provisions and release mechanisms related thereto;

(w) the forms of the Notes of the Series and whether the Notes will be issuable as Global Notes; and

(x) any other terms of the Notes of the Series (which may supplement, modify or delete any provision of this Indenture insofar as it applies to such Series, regardless of whether this Indenture expressly contemplates such supplement, modification or deletion).

All Notes of any one Series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to the Board Resolution, supplemental indenture hereto or Officer's Certificate referred to above.

Section 2.03 *Execution and Authentication.*

At least one Officer must sign the Notes for the Issuer by manual, facsimile or electronic (including PDF) signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note will nevertheless be valid.

A Note will not be valid until authenticated by the manual, facsimile or electronic (including PDF) signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee will at any time, and from time to time, authenticate Notes for original issue in the principal amount provided in the Board Resolution, supplemental indenture hereto or Officer's Certificate, upon receipt by the Trustee of an Authentication Order. Such Authentication Order may authorize authentication and delivery pursuant to written instructions from the Issuer or its duly authorized agent or agents. Each Note will be dated the date of its authentication unless otherwise provided by a Board Resolution, a supplemental indenture hereto or an Officer's Certificate.

The aggregate principal amount of Notes of any Series outstanding at any time may not exceed any limit upon the maximum principal amount for such Series set forth in the Board Resolution, supplemental indenture hereto or Officer's Certificate delivered pursuant to Section 2.02, except as provided in Section 2.08.

Prior to the issuance of Notes of any Series, the Trustee will have received: (a) the Board Resolution, supplemental indenture hereto or Officer's Certificate establishing the form and the terms of the Notes of that Series or of Notes within that Series, (b) an Officer's Certificate complying with Section 12.05, and (c) an Opinion of Counsel complying with Section 12.05.

The Trustee will have the right to decline to authenticate and deliver any Notes of such Series if (a) the Trustee, being advised by counsel, determines that such action may not be taken lawfully or (b) a trust committee of directors and/or vice-presidents of the Trustee determines in good faith that such action would expose the Trustee to personal liability to Holders of any then outstanding Series of Notes.

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such authenticating agent. An authenticating agent has the same rights as an Agent to deal with Holders, the Issuer or an Affiliate of the Issuer.

Section 2.04 *Registrar and Paying Agent.*

The Issuer will maintain, with respect to each Series of Notes, an office or agency where Notes may be presented for registration of transfer or for exchange ("*Registrar*") and an office or agency where Notes of such Series may be presented for payment ("*Paying Agent*"). The Registrar will keep a register of each Series of Notes and of their transfer and exchange. The Issuer may appoint one or more co-Registrars and one or more additional paying agents. The term "*Registrar*" includes any co-Registrar and the term "*Paying Agent*" includes any additional paying agent. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer will notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

If a Holder has given wire transfer instructions to the Issuer and the Issuer is the Paying Agent, the Issuer will pay all principal, interest and premium, if any, on that Holder's Notes in accordance with these instructions until given written notice to the contrary. All other payments on the Notes of any Series will be made at the Corporate Trust Office of the Trustee, unless the Issuer elects to make interest payments by checks mailed to the Holders at their addresses in the books and records of the Registrar.

The Issuer initially appoints the Trustee to act as the Registrar and Paying Agent and to act as custodian of any Global Note (or Global Notes) with respect to each Series unless another Registrar or Paying Agent, as the case may be, is appointed prior to the time Notes of that Series are first issued. The Issuer may change the Paying Agent or Registrar with respect to the Notes of any Series without prior notice to the Holders.

Section 2.05 *Paying Agent to Hold Money.*

The Issuer will require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Holders of any Series of Notes or the Trustee, all money held by the Paying Agent for the payment of principal of, premium on, if any, or interest on such Series of Notes, and will notify the Trustee in writing of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it with respect to such series of Notes to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it with respect to such series of Notes to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or any of its Subsidiaries) will have no further liability for such money. If the Issuer or a Subsidiary acts as Paying Agent, it will segregate and hold in a separate trust fund for the benefit of the Holders of any Series of Notes all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee will serve as Paying Agent for the Notes. The Issuer shall two (2) Business Days prior to the day on which the Paying Agent is to receive any payment of principal, premium, if any, and interest on the Notes, email (or equivalent message) to the Paying Agent that the payment instructions relating to such payment have been sent to the Paying Agent. For the avoidance of doubt, the Paying Agent and the Trustee shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent and Trustee (i) for which payment instructions are not made or that are not otherwise deposited by the respective times set forth in this Section 2.05; and (ii) until the Paying Agent and Trustee have confirmed receipt of funds sufficient to make such relevant payment.

Section 2.06 *Holder Lists.*

The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of each Series of Notes and will otherwise comply with Trust Indenture Act § 312(a). If the Trustee is not the Registrar, the Issuer will furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of each Series of Notes.

Section 2.07 *Transfer and Exchange.*

When Notes of a Series are presented to the Registrar or a co-Registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes of the same Series of other denominations, the Registrar will register the transfer or make the exchange as requested if its requirements for such transactions are met. To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Notes at the Registrar's request. A Holder may transfer or exchange Notes only in accordance with this Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents. No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Issuer and/or the Trustee may require payment of a sum sufficient to cover any transfer Tax, any other reasonable expenses (including the reasonable fees and expenses of the Trustee or Registrar) or similar governmental charge payable in connection therewith (other than any such transfer Tax or similar governmental charge payable upon exchanges pursuant to Sections 2.11, 3.06 or 9.04).

Neither the Issuer nor the Registrar will be required (a) to issue, register the transfer or purchase of, or exchange Notes of any Series for the period beginning at the opening of business 15 days immediately preceding the sending of a notice of redemption of Notes of that Series selected for redemption and ending at the close of business on the day such notice is sent or (b) to issue, register the transfer or purchase of, or exchange Notes of any Series selected for redemption.

Section 2.08 *Replacement Notes.*

If any mutilated Note is surrendered to the Trustee or the Issuer and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Issuer will issue and the Trustee, upon receipt of an Authentication Order, will authenticate and deliver a replacement Note of the same Series and of like tenor and principal amount in exchange and substitution for the mutilated Note if the Trustee's requirements are met. Upon written request for replacement of a Note by a Holder, the Trustee and the Issuer shall receive an indemnity bond sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer may charge the Holder for its expenses in replacing a Note, with any expense of the Trustee to be reimbursed in accordance with the terms of this Indenture.

Every replacement Note is an additional obligation of the Issuer and will be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes of such Series duly issued hereunder.

Section 2.09 *Outstanding Notes.*

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those paid under this Indenture, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.09 as not outstanding. Except as set forth in Section 2.10 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.08 hereof, it ceases to be outstanding and shall be deemed cancelled for all purposes unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding, shall be deemed cancelled, and interest on it ceases to accrue.

If the Paying Agent (other than the Issuer, a Subsidiary or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes will be deemed to be no longer outstanding, shall be deemed cancelled, and will cease to accrue interest.

Section 2.10 *Treasury Notes.*

In determining whether the Holders of the required principal amount of Notes of a Series have concurred in any direction, waiver or consent, Notes owned by the Issuer or any Guarantor, or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or any Guarantor, will be considered as though not outstanding, except that for the purposes of determining whether the Trustee will be protected in conclusively relying on any such direction, waiver or consent, only Notes of a Series that a Responsible Officer of the Trustee actually knows are so owned will be so disregarded.

Section 2.11 *Temporary Notes.*

Until certificates representing Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, will authenticate temporary Notes. Temporary Notes will be substantially in the form of certificated Notes but may have variations that the Issuer considers appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer will prepare and the Trustee will, upon receipt of an Authentication Order, authenticate definitive Notes in exchange for temporary Notes. Holders of temporary Notes will be entitled to all of the benefits of this Indenture.

Section 2.12 *Cancellation.*

The Issuer or its agents or representatives at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, redemption, purchase, cancellation, replacement or payment. The Trustee and no one else will promptly cancel all Notes surrendered for registration of transfer, exchange, redemption, purchase, payment, replacement or cancellation and will dispose of such canceled Notes (subject to the record retention requirement of the Exchange Act) and in accordance with the Trustee's customary procedures. Upon written request and at the expense of the Issuer, certification of the cancellation of such Notes will be delivered to the Issuer. The Issuer may not issue new Notes to replace Notes that they have paid or that have been delivered to the Trustee for cancellation.

Section 2.13 *Persons Deemed Owners.*

The Issuer, the Trustee and any agent of the Issuer or the Trustee shall (subject to Section 2.15(e)) treat the Person in whose name such Global Note is registered as the absolute owner of such Global Note for all purposes, including for the purpose of receiving payment of principal of, and any premium and any interest, if any, on, such Global Note and for all other purposes whatsoever, whether or not such Global Note be overdue, and neither the Issuer nor Trustee nor any of their respective agents shall be affected by notice to the contrary.

Neither the Issuer, nor the Trustee, nor any of their respective agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests of a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Section 2.14 *Defaulted Interest.*

If the Issuer defaults in a payment of interest on a Series of Notes, it will pay the defaulted interest in any lawful manner plus, to the extent lawful, any interest payable on the defaulted interest, to the Persons who are Holders of the Notes of such Series on a subsequent special record date. The Issuer will notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Issuer will fix or cause to be fixed each such special record date and payment date; *provided*, that no such special record date may be less than 10 days prior to the related payment date for such defaulted interest. At least 10 days before such special record date, the Issuer will deliver or cause to be delivered to Holders of the applicable Series of Notes a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.15 *Global Notes.*

(a) Terms of Notes. A Board Resolution, a supplemental indenture hereto or an Officer's Certificate will establish whether the Notes of a Series will be issued in whole or in part in the form of one or more Global Notes and the Depositary, if any, for such Global Note or Notes.

(b) Legend. Any Global Note issued hereunder will bear a legend in substantially the following form:

> "THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY."

(c) Acts of Holders. The Depositary, as a Holder, may appoint agents and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action which a Holder is entitled to give or take under this Indenture.

(d) Payments. Notwithstanding the other provisions of this Indenture, unless otherwise specified as contemplated by Section 2.02, payment of the principal of and premium, if any and interest, if any, on any Global Note will be made to the Holder thereof.

(e) Rights of Beneficial Owners. No beneficial owner of a beneficial interest in any Global Note held on its behalf by a Depositary shall have any rights under this Indenture with respect to such Global Note, and such Depositary shall be treated by the Issuer, the Trustee, and any agent of the Issuer or the Trustee as the sole beneficial owner of such Note for all purposes whatsoever.

Section 2.16 *CUSIP, ISIN and Common Code Numbers.*

The Issuer in issuing the Notes may use "CUSIP," "ISIN" and/or "Common Code" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP," "ISIN" and/or "Common Code" numbers in notices of redemption as a convenience to Holders; *provided*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP," "ISIN" and/or "Common Code" numbers.

Section 2.17 *Agents.*

(a) *Actions of Agents*. The rights, powers, duties and obligations and actions of each Agent under this Indenture are several and not joint or joint and several.

(b) *Agents of the Trustee*. The Issuer and the Agents acknowledge and agree that in the event of a Default or Event of Default, the Trustee may, by notice in writing to the Issuer and the Agents, require that the Agents act as agents of, and take instructions exclusively from, the Trustee. Until they have received such written notice from the Trustee, the Agents shall act solely as agents of the Issuer and need have no concern for the interests of Holders.

(c) *Publication of Notices*. For so long as the Notes are held as Book-Entry Interests in Global Notes, any obligation the Agents may have to publish a notice to Holders on behalf of the Issuer will be satisfied upon delivery of the notice to DTC.

(d) *Instructions to Agents*. In the event that instructions given to any Agent are not reasonably clear, then such Agent shall be entitled to seek clarification from the Issuer or other party entitled to give the Agents instructions under this Indenture by written request promptly and in any event within one Business Day of receipt by such Agent of such instructions. If an Agent has sought clarification in accordance with this Section 2.17, then such Agent shall be entitled to take no action until such clarification is provided, and shall not incur any liability for not taking any action pending receipt of such clarification.

(e) *Duty of Agents*. Save as provided in this Section 2.17, no Agent shall be under any duty (fiduciary or otherwise) or other obligation towards, or have any relationship of agency or trust for or with, any person other than the Issuer. The Agents shall only be obliged to perform those duties expressly set out in this Indenture and no implied obligations shall be read into this Indenture against the Agents.

(f) *Payments Made by Agents*. No Agent shall be required to make any payment under this Indenture unless and until it has received the full amount to be paid in accordance with the terms of this Indenture. To the extent that an Agent has made a payment for which it did not receive the full amount, the Issuer will reimburse the Agent the full amount of any shortfall.

(g) *Roles of the Agents*. The roles, duties and functions of the Agents are of a mechanical nature and each Agent shall only perform those acts and duties as specifically set out in this Indenture and no other acts, covenants, obligations or duties shall be implied or read into this Indenture against any of the Agents.

(h) *Mutual Undertaking Regarding Information Reporting and Collection Obligations*. Each party to this Indenture shall, within 10 Business Days of a written request by another party to this Indenture, supply to such other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; *provided*, *however*, that no party to this Indenture shall be required to provide any forms, documentation or other information pursuant to this Section 2.17(h) to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this Section 2.17(h), "*Applicable Law*" shall be deemed to include (i) any published rule or published practice of any Governmental Authority by which any party to this Indenture is bound or with which it is accustomed to comply; (ii) any agreement between any Governmental Authorities; and (iii) any agreement between any Governmental Authority and any party to this Indenture that is customarily entered into by institutions of a similar nature, in each case, which facilitates the implementation of any information reporting or exchange of information regime.

(i) *[Reserved]*.

(j) *Agent Right to Withhold*. Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Governmental Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Governmental Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Section 2.17(j).

(k) *Issuer Right to Redirect*. In the event that the Issuer determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the Issuer may, at its option, redirect or reorganize any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding provided that, any such redirected or reorganized payment is made through a recognized institution of international standing and otherwise made in accordance with this Agreement. The Issuer will promptly notify the Agents and the Trustee in writing of any such redirection or reorganization. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Section 2.17(k).

(l) *Resignation of Agent*. Any Agent may resign and be discharged from its duties under this Indenture at any time by giving thirty (30) days' prior written notice of such resignation to the Trustee and Issuer. The Trustee or Issuer may remove any Agent at any time by giving thirty (30) days' prior written notice to any Agent. Upon such notice, a successor Agent shall be appointed by the Issuer, who shall provide written notice of such to the Trustee. Such successor Agent shall become the Agent hereunder upon the resignation or removal date specified in such notice. If the Issuer is unable to replace the resigning Agent within thirty (30) days after such notice, the Agent shall deliver any funds then held hereunder in its possession to the Trustee or such Agent may itself appoint as its replacement any reputable and experienced financial institution or may apply to a court of competent jurisdiction for the appointment of a successor Agent or for other appropriate relief. The costs and expenses (including its counsels' fees and expenses) incurred by the Agent in connection with such proceeding shall be paid by the Issuer. Upon receipt of the identity of the successor Agent, the Agent shall deliver any funds then held hereunder to the successor Agent, less the Agent's fees, costs and expenses or other obligations owed to the Agent. Upon its resignation and delivery of any funds, the Agent shall be discharged of and from any and all further obligations arising in connection with this Indenture, but shall continue to enjoy the benefit of Section 7.07.

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01 *Notices to Trustee.*

The Issuer may, with respect to any Series of Notes, reserve the right, or may covenant, to redeem and pay such Series of Notes or any part thereof prior to the Stated Maturity thereof at such time and on such terms as provided for in the Board Resolution, Officer's Certificate or supplemental indenture relating to such Series. If a Series of Notes is redeemable and the Issuer wants or is obligated to redeem prior to the Stated Maturity thereof all or part of the Series of Notes pursuant to the terms of such Notes, it must furnish to the Trustee, at least 10 days (or such shorter period as may be permitted by the Trustee) but not more than 60 days before a redemption date, an Officer's Certificate setting forth:

(1) the redemption date;

(2) the principal amount of Notes of a Series to be redeemed; and

(3) the redemption price.

Section 3.02 *Selection of Notes to Be Redeemed or Purchased.*

Unless otherwise indicated for a particular Series in the Board Resolution, Officer's Certificate or supplemental indenture under which such Series of Notes is issued or in the form of Note for such Series, if less than all of the Notes of a Series are to be redeemed at any time, Notes of such Series to be redeemed will be selected on a *pro rata* pass-through distribution or by lot basis unless otherwise required by law or applicable stock exchange or Depositary requirements. In the event of partial redemption by lot, the particular Notes of a Series to be redeemed will be selected, unless otherwise provided herein, not less than 10 days (or such shorter period as may be permitted by the Trustee) but not more than 60 days prior to the redemption date by the Trustee from the outstanding Notes of such Series not previously called for redemption.

In the case of Notes issued in definitive form, upon selection, the Trustee will promptly notify the Issuer in writing of the Notes of a Series selected for redemption or purchase and, in the case of any Note of such Series selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes of a Series and portions of Notes of a Series selected will be in minimum amounts of $200,000 or whole multiples of $1,000 in excess thereof or, with respect to Notes of any Series issuable in other denominations pursuant to Section 2.02(n), the minimum principal denomination for each Series and integral multiples thereof; except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes of such Series held by such Holder shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes of a Series called for redemption or purchase. Unless otherwise specified pursuant to Section 2.02(n), no Notes of $200,000 or less can be redeemed in part.

Section 3.03 *Notice of Redemption.*

Unless otherwise indicated for a particular Series in the Board Resolution, Officer's Certificate or supplemental indenture under which such Series of Notes is issued or in the form of Note for such Series, at least 10 days but not more than 60 days before a redemption date, the Issuer will send electronically, or mail by first-class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes of a Series or a satisfaction and discharge of the Notes of any Series pursuant to Articles 8 or 11 hereof.

The notice will identify the Notes (by CUSIP, ISIN and/or Common Code, if applicable) to be redeemed and will state:

(a) the redemption date and whether the redemption is conditioned on any transaction or event;

(b) the redemption price;

(c) if any Note is being redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of such Note that is to be redeemed and that, if Notes are issued in definitive form, after the redemption date upon surrender of such Note, a new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder of Notes upon cancellation of the original Note;

(d) that, on and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption;

(e) the name and address of the Paying Agent;

(f) that Notes of the Series called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(g) that, unless the Issuer defaults in making such redemption payment, interest on Notes of the Series called for redemption ceases to accrue on and after the redemption date;

(h) if such notice is conditioned upon the occurrence of one or more conditions precedent, the nature of such conditions precedent;

(i) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(j) that no representation is made as to the correctness or accuracy of the CUSIP, ISIN and/or Common Code number, if any, listed in such notice or printed on the Notes; and

(k) any other information as may be required by the terms of the particular Series of the Notes of the Series being redeemed.

At the Issuer's written request, the Trustee will give the notice of redemption in the Issuer's name and at the Issuer's expense; *provided*, *however*, that the Issuer has delivered to the Trustee, at least 10 days prior to the redemption date, an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04 *Effect of Notice of Redemption.*

Once notice of redemption is delivered in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price, subject to the satisfaction of any conditions precedent contained in such notice of redemption.

Section 3.05 *Deposit of Redemption or Purchase Price.*

On or before 10:00 a.m., New York City time, on the redemption or purchase date (or such other time as specified in the supplemental indenture, Officer's Certificate or Board Resolutions with respect to any Series of Notes), the Issuer will deposit with the Trustee money sufficient to pay the redemption or purchase price of and accrued interest, if any, on all Notes to be redeemed or purchased on that date. Upon payment of any amount in connection with redemption, the Trustee will promptly return to the Issuer any money so deposited with the Trustee by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest, if any, on, all Notes to be redeemed or purchased.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06 *Notes Redeemed or Purchased in Part.*

If the Notes are issued in definitive form, upon surrender of a Note that is redeemed or purchased in part, the Issuer will issue and, upon receipt of an Authentication Order, the Trustee will authenticate for the Holder at the expense of the Issuer a new Note of the same Series and equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered.

ARTICLE 4
COVENANTS

Section 4.01 *Payment of Notes.*

The Issuer will pay or cause to be paid the principal of, premium on, if any, and interest on, the Notes of each Series on the dates and in the manner provided in the Notes of such Series. Principal, premium, if any, and interest will be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary thereof, holds on or before 12:00 noon, New York City time, on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest, if any, then due.

The Issuer will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the then applicable interest rate on the Notes to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest, if any (without regard to any applicable grace period), at the same rate to the extent lawful.

Section 4.02 *Maintenance of Office or Agency.*

The Issuer will maintain in each Place of Payment for Notes an office or agency where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer fails to maintain any such required office or agency or fails to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission will in any manner relieve the Issuer of its obligation to maintain an office or agency in each Place of Payment for Notes for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuer hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Issuer in accordance with Section 2.04 hereof.

Section 4.03 *SEC Reports; Financial Statements.*

If the Issuer or the Parent is subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Issuer or the Parent, as the case may be, shall file with the Trustee, within 15 days after it files the same with the SEC, copies of the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that the Issuer or the Parent is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. If this Indenture is qualified under the Trust Indenture Act, but not otherwise, the Issuer and the Parent shall also comply with the provisions of Trust Indenture Act § 314(a). Delivery of such reports, information and documents to the Trustee shall be for informational purposes only, and the Trustee's receipt thereof shall not constitute constructive notice or actual knowledge of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates or certificates delivered pursuant to Section 4.05). The Trustee is under not duty to examine such reports, information or documents to ensure compliance with the provisions of this Indenture or to ascertain the correctness or otherwise of the information or the statements contained therein.

Notwithstanding the foregoing, to the extent the Issuer or the Parent files the information and reports referred to in the preceding paragraph with the SEC and such information is publicly available on the internet, the Issuer and the Parent shall be deemed to be in compliance with its obligations to furnish such information to the Trustee pursuant to this Section 4.03.

Section 4.04 *Stay, Extension and Usury Laws.*

The Issuer and each of the Guarantors covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer and each of the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.05 *Compliance Certificate.*

The Parent shall deliver to the Trustee, in compliance with Trust Indenture Act § 314(a)(4), within one hundred twenty (120) days after the end of each fiscal year of the Parent (commencing with the fiscal year ending December 31, 2024), an Officer's Certificate, stating that a review of the activities of the Issuer and the Guarantors during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuer and each Guarantor has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to his or her knowledge the Issuer and each Guarantor has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge).

So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee, within 30 days after becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto unless such Default or Event of Default has been cured or waived in such period.

Section 4.06 *Additional Amounts*.

All payments made by or on behalf of the Issuer or any Guarantor under or with respect to the Notes or any Guarantee will be made without withholding or deduction for, or on account of, any present or future Taxes unless the withholding or deduction of such Taxes is then required by law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of (1) any jurisdiction in which the Issuer or any Guarantor (including any successor entity) is then incorporated, organized, engaged in business or resident for Tax purposes or any political subdivision or Governmental Authority thereof or therein or (2) any jurisdiction from or through which payment is made by or on behalf of the Issuer or any Guarantor (including any successor entity), including, without limitation, the jurisdiction of any Paying Agent or any political subdivision or Governmental Authority thereof or therein (each of (1) and (2), a "*Tax Jurisdiction*"), will at any time be required to be made from any payments by or on behalf of the Issuer or any Guarantor under or with respect to the Notes or any Note Guarantee, including, without limitation, payments of principal, redemption price, interest or premium, the Issuer or the relevant Guarantor, as applicable, will pay such additional amounts (the "*Additional Amounts*") to the applicable Holder as may be necessary in order that the net amounts received in respect of such payments by the applicable beneficial owner of Notes after such withholding or deduction by any applicable withholding agent will equal the amounts that would have been received in respect of such payments in the absence of such withholding or deduction; *provided* that no Additional Amounts will be payable with respect to:

(a) any Taxes, to the extent such Taxes would not have been imposed but for the Holder or the beneficial owner of the Notes (or a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Holder or beneficial owner, if such Holder or beneficial owner is an estate, trust, partnership or corporation) being or having been a citizen or resident or national of, being or having been incorporated or organized or being or having been engaged in a trade or business in or having any other present or former connection with the relevant Tax Jurisdiction other than a connection arising solely as a result of the acquisition or holding of any note, the exercise or enforcement of rights under any Note or this Indenture or any Guarantee or the receipt of any payment in respect of any Note or Guarantee;

(b) any Taxes, to the extent such Taxes were imposed as a result of the presentation of a Note for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the Holder (except to the extent that the Holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period);

(c) any estate, inheritance, gift, wealth, sales, transfer, or similar Taxes;

(d) any Taxes withheld or deducted as a result of the presentation of any Note for payment by or on behalf of a Holder of Notes who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent designated by the Issuer under this Indenture;

(e) any Taxes imposed other than by deduction or withholding from payments by or on behalf of the Issuer or any Guarantor under, or with respect to, the Notes or any Guarantee;

(f) any Taxes to the extent such Taxes are imposed or withheld by reason of the failure of the Holder or beneficial owner of Notes to accurately comply with a reasonable request from an applicable withholding agent to meet any certification, identification, information or other reporting requirements, whether required by statute, treaty, regulation or administrative practice of a Tax Jurisdiction, as a precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the relevant Tax Jurisdiction, but in each case, only to the extent the Holder or beneficial owner is legally eligible to comply with such requirements;

(g) any Taxes imposed or withheld by reason of the failure of the Holder or beneficial owner of the Notes to comply with the requirements of Sections 1471 through 1474 of the Code, as of the Issue Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) and any intergovernmental agreement, treaty, convention or similar agreement among Governmental Authorities (and related legislation, official regulations or other administrative guidance) implementing any of the foregoing;

(h) any Taxes imposed on or with respect to any payment by or on behalf of the Issuer or any Guarantor to the Holder if such Holder is a fiduciary, partnership, limited liability company or Person other than the sole beneficial owner of such payment to the extent that such Taxes would not have been imposed had such beneficial owner been the Holder; or

(i) any combination of the foregoing clauses (a) through (h) above.

In addition to the foregoing, the Issuer will also pay and indemnify the Holder for any present or future stamp, court, documentary, intangible, recording, registration, filing or similar Taxes which are levied by any Tax Jurisdiction on the execution, delivery, issuance, or registration of any of the Notes, this Indenture, any Guarantee or any other document referred to therein, or the receipt of any payments with respect thereto, or the enforcement of any Note or Guarantee; provided solely in the case of any such Taxes imposed in respect of the receipt of any payment, that such Tax is not a Tax described in clauses (a) through (i) above other than clause (e).

If the Issuer or any Guarantor becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes or any Guarantee, the Issuer or the relevant Guarantor, as the case may be, will deliver to the Trustee (with a copy to the Paying Agent) on a date that is at least 30 days prior to the date of that payment (unless the obligation to pay Additional Amounts arises after the 30th day prior to that payment date, in which case the Issuer or the relevant Guarantor shall notify the Trustee (with a copy to the Paying Agent) promptly thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate must also set forth any other information reasonably necessary to enable the Paying Agents to pay Additional Amounts on the relevant payment date. The Trustee and the Paying Agent shall be entitled to rely on an Officer's Certificate as conclusive proof that such payments are necessary. The Issuer or the relevant Guarantor will provide the Trustee (with a copy to the Paying Agent) with documentation reasonably satisfactory to the Trustee evidencing the payment of Additional Amounts.

The Issuer or the relevant Guarantor will make all withholdings and deductions (within the time period and in the minimum amount) required by law and will remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law. The Issuer or the relevant Guarantor will use its reasonable efforts to obtain Tax receipts from each Tax authority evidencing the payment of any Taxes so deducted or withheld. Upon request, the Issuer or the relevant Guarantor will furnish to the Trustee (or to a Holder upon request), within 60 days after the date the payment of any Taxes so deducted or withheld is made, certified copies of Tax receipts evidencing payment by the Issuer or such Guarantor, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the Trustee) by such entity.

Whenever in this Indenture or the Notes there is mentioned, in any context, the payment of amounts based upon the principal amount of such Notes or of principal, interest or of any other amount payable under, or with respect to, any of the Notes or any Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The above obligations will survive any termination, defeasance or discharge of this Indenture and any transfer by a Holder or beneficial owner of its Notes, and will apply, *mutatis mutandis*, to any jurisdiction in which any successor Person to the Issuer or any Guarantor is incorporated, organized, engaged in business or resident for tax purposes, any jurisdiction from or through which payment is made by or on behalf of such Person, and, in each case, any political subdivision or Governmental Authority thereof or therein.

ARTICLE 5
SUCCESSORS

Section 5.01 *Consolidation, Merger or Sale of Assets.*

(a) The Parent will not: (1) consolidate with or merge or amalgamate with or into another Person (whether or not the Parent is the surviving Person), or (2) directly or indirectly, sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the assets of the Parent and its Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Parent is the surviving Person; or (b) the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent) or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia, Luxembourg or Ireland;

(2) the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Parent under the Note Guarantee and this Indenture;

(3) immediately after such transaction, no Event of Default exists; and

(4) with respect to any Series of Notes that are secured, if applicable, to the extent any assets of the Person which is merged, consolidated or amalgamated with or into the Parent are assets of the type which would constitute collateral with respect to the Notes of any Series, the Parent or the surviving Person, as applicable, will take such action, if any, as may be reasonably necessary to cause such property and assets to be made subject to a Lien on the collateral with respect to the Notes of such Series in the manner and to the extent required by this Indenture or under the related security documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable security documents.

(b) In the event that any Person shall become the owner of 100% of the Voting Stock of the Parent, such Person may, but is not obligated to, assume the performance of the Parent's covenants and obligations under this Indenture as a Guarantor under the Notes (a "*Voluntary Assumption*").

(c) The Issuer shall not consolidate or merge with or into another Person (whether or not the Issuer is the surviving Person) unless:

(1) either: (a) the Issuer is the surviving Person; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia, Luxembourg, Ireland or a country that is a member of the Organization of Economic Cooperation and Development (or any successor); and, if such Person is not a corporation, a co-obligor of the Notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Issuer under the Notes and this Indenture;

(3) immediately after such transaction, no Event of Default exists; and

(4) with respect to any Series of Notes that are secured, if applicable, to the extent any assets of the Person which is merged, consolidated or amalgamated with or into the Issuer are assets of the type which would constitute collateral with respect to the Notes of any Series, the Issuer or the surviving Person, as applicable, will take such action, if any, as may be reasonably necessary to cause such property and assets to be made subject to a Lien on the collateral with respect to the Notes of such Series in the manner and to the extent required by this Indenture or under related security documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the applicable security documents.

This Section 5.01 will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets that is between or among the Parent and its Subsidiaries. Section 5.01(a)(3) will not apply to any merger, amalgamation or consolidation of the Parent with or into one of its Subsidiaries for any purposes or with or into an affiliate solely for the purpose of reincorporating the Parent in another jurisdiction. Section 5.01(c) will not apply to any merger or consolidation of the Issuer (1) with or into one of the Parent's Subsidiaries for any purpose so long as the surviving Person becomes a primary obligor of the Notes or (2) with or into an Affiliate solely for the purpose of reorganizing the Issuer in another jurisdiction so long as the surviving Person becomes a primary obligor of the Notes; *provided*, *however*, if such Person is not a corporation, a co-obligor of the Notes is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia, Luxembourg, Ireland or a country that is a member of the Organization for Economic Cooperation and Development (or any successor).

Section 5.02 *Successor Corporation Substituted.*

Upon any Voluntary Assumption, consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Issuer in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof, the Person undertaking a Voluntary Assumption or the successor Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent or the Issuer) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition is made shall succeed to, and be substituted for, and may exercise every right and power of the Parent or the Issuer, as the case may be, under this Indenture and the Parent or the Issuer, except in the case of a lease, shall be released from the obligation to pay the principal of, premium on, if any, and interest on, the Notes.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01 *Events of Default.*

Each of the following is an "*Event of Default*" in respect of the Notes of any Series, unless in the establishing Board Resolution, Officer's Certificate or supplemental indenture, it is provided that such Series shall not have the benefit of such Event of Default:

(1) default for 30 days in the payment when due of interest on the Notes of any Series;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes of any Series;

(3) failure by the Issuer or the Guarantors to comply with any of the other agreements in this Indenture (other than a failure that is the subject of clause (1) or (2) above) for 90 days after receipt by the Parent of written notice of such failure from the Trustee (or receipt by the Parent and the Trustee of written notice of such failure from the Holders of at least 25% in aggregate then-outstanding principal amount of the Notes of such Series voting as a single class);

(4) the Parent or the Issuer:

(A) commences a voluntary insolvency proceeding,

(B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding,

(C) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; and

(5) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Parent or the Issuer in an involuntary insolvency proceeding;

(B) appoints a Bankruptcy Custodian of the Parent or the Issuer for all or substantially all of the property of the Parent or the Issuer; or

(C) orders the liquidation of the Parent or the Issuer; and the order or decree remains unstayed and in effect for 90 consecutive days; or

(6) any other Event of Default provided with respect to the Notes of that Series occurs.

A Default under one Series of Notes issued under this Indenture will not necessarily be a Default under another Series of Notes issued under this Indenture.

Section 6.02 *Acceleration.*

If there is a continuing Event of Default (other than an Event of Default specified in Sections 6.01(4) and 6.01(5) hereof with respect to the Parent or the Issuer) with respect to any Series of Notes, either the Trustee or the Holders of at least 25% of the outstanding principal amount of such Series of Notes affected thereby may declare the principal amount of all of the Notes of such Series to be due and payable immediately. However, at any time after the Trustee or the Holders, as the case may be, declare an acceleration with respect to any Series of Notes, but before the applicable person has obtained a judgment or decree based on such acceleration, the Holders of a majority in principal amount of the outstanding Notes of such Series may, under certain conditions, cancel such acceleration if the Parent has cured all Events of Default (other than the nonpayment of accelerated principal) with respect to the Notes of such Series or all such Events of Default have been waived as provided in this Indenture. If an Event of Default specified in Sections 6.01(4) and 6.01(5) hereof with respect to the Parent or the Issuer occurs, all outstanding Notes shall become due and payable without any further action or notice.

Section 6.03 *Other Remedies.*

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, premium on, if any, or interest on, such Series of Notes or to enforce the performance of any provision of the Notes of such Series or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes of such Series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note of such Series in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Subject to the duties of the Trustee to act with the required standard of care, if there is a continuing Event of Default, the Trustee need not exercise any of its rights or powers under this Indenture at the written request or direction of any of the Holders of such Series of Notes, unless such Holders have offered to the Trustee security and/or indemnity satisfactory to the Trustee. Subject to such provisions for security and/or indemnification of the Trustee and certain other conditions, the Holders of a majority in principal amount of the outstanding Notes of such Series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power the Trustee holds with respect to the Notes of such Series.

Section 6.04 *Waiver of Past Defaults.*

The Holders of not less than a majority in aggregate principal amount of the then outstanding Notes of any Series by written notice to the Trustee may, on behalf of the Holders of all of the Notes of such Series, waive any existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the Notes of such Series; *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05 *Control by Majority.*

Holders of a majority in aggregate principal amount of the then outstanding Notes of any Series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee with respect to the Notes of such Series. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes of such Series (*provided*, *however*, that the Trustee shall have no obligation to determine whether any action or inaction is prejudicial to the rights of any Holder) or that may involve the Trustee in personal liability.

Section 6.06 *Limitation on Suits.*

No Holder of any Note of any Series will have any right to institute any proceeding with respect to this Indenture or for any remedy unless:

(a) the Trustee has failed to institute such proceeding for 60 days after the Holder has previously given to the Trustee written notice of a continuing Event of Default with respect to such Notes;

(b) the Holders of at least 25% in principal amount of the then-outstanding Notes of the applicable Series have made a written request to the Trustee, and offered indemnity and/or security satisfactory to the Trustee, to institute such proceeding as Trustee; and

(c) the Trustee has not received from the Holders of a majority in principal amount of the outstanding Notes of such Series a direction inconsistent with such request.

Section 6.07 *Rights of Holders of Notes to Receive Payment.*

Notwithstanding any other provision of this Indenture, the Holder of any Note will have an absolute and unconditional right to institute suit for the enforcement of any payment of the principal of, and any premium on, if any, or interest on such Note, on or after the date or dates they are to be paid as expressed in such Note.

Section 6.08 *Collection Suit by Trustee.*

If an Event of Default in payment of principal, premium or interest specified in Section 6.01(1) or (2) hereof occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer (or any other obligor on the Notes) for the whole amount of unpaid principal and accrued interest remaining unpaid.

Section 6.09 *Trustee May File Proofs of Claim.*

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the compensation (as agreed in writing by the Issuer and the Trustee), expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the compensation (as agreed in writing by the Issuer and the Trustee), expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under this Indenture. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under this Indenture out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 *Priorities.*

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, the Agents, and their respective agents and attorneys for amounts due under this Indenture, including payment of all compensation, expenses and liabilities incurred (including attorney's fees), and all advances made, by such parties and the costs and expenses of collection;

Second: to Holders of Notes of such Series for amounts due and unpaid on the Notes of such Series for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal, premium, if any, and interest, respectively; and

Third: to the Issuer or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11 *Undertaking for Costs.*

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.08 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

Section 6.12 *Restoration of Rights and Remedies.*

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuer, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

ARTICLE 7
TRUSTEE

Section 7.01 *Duties of Trustee.*

(a) If an Event of Default has occurred and is continuing with respect to any Series of Notes, the Trustee will exercise such of the rights and powers expressly vested in it by this Indenture with respect to such Series of Notes, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default with respect to the Notes of any Series:

(1) the duties of the Trustee will be determined solely by the express provisions of this Indenture with respect to such Series of Notes and the Trustee need perform only those duties that are specifically set forth in this Indenture with respect to such Series of Notes and no others, and no implied covenants or obligations shall be read into this Indenture with respect to such Series of Notes against the Trustee; and

(2) in the absence of gross negligence, willful misconduct or bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture with respect to such Series of Notes. However, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture with respect to such Series of Notes (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(2) the Trustee will not be liable for any error of judgment made in good faith, by a Responsible Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(3) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it under this Indenture.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section 7.01.

(e) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability. The Trustee will be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee will not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02 *Rights of Trustee.*

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel will be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and will not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer will be sufficient if signed by an Officer of the Issuer.

(f) The Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request of any Holders of Notes unless such Holders have offered to the Trustee indemnity and/or security satisfactory to it against any losses, liabilities or expenses.

(g) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(h) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(i) The Trustee may request that the Issuer deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(j) The rights, privileges, protections, immunities and benefits given to the Trustee hereunder, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, each Agent and each agent, custodian and other Person employed to act hereunder.

(k) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(l) The permissive right of the Trustee to take the actions permitted by this Indenture shall not be construed as an obligation or duty to do so.

(m) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(n) Notwithstanding anything else herein contained, the Trustee may refrain without liability from doing anything that would in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the State of New York, the European Union, the United States of America or, in each case, any jurisdiction forming a part of it, and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

Section 7.03 *Individual Rights of Trustee.*

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. If the Trustee becomes a creditor of the Issuer or any Guarantor, this Indenture limits the right of the Trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days of the date such conflict arises, apply to the SEC for permission to continue as trustee (if this Indenture has been qualified under the Trust Indenture Act) or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04 *Trustee's Disclaimer.*

The Trustee does not assume any responsibility for any failure or delay in performance or any breach by the Issuer or any Guarantor under this Indenture. The Trustee shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in this Indenture or in any certificate, report, statement, or other document referred to or provided for in, or received by the Trustee under or in connection with this Indenture; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its obligations under this Indenture.

Section 7.05 *Notice of Defaults.*

If a Default or Event of Default occurs and is continuing with respect to the Notes of any Series and if the Trustee has received written notice of such Default or Event of Default at the Corporate Trust Office of the Trustee and such notice references the Notes, the Issuer and the Indenture, the Trustee will deliver to Holders of Notes of that Series a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium on, if any, or interest, on, any Note of any Series, the Trustee may withhold the notice if and so long as it in good faith determines that withholding the notice is in the interests of the Holders of that Series.

Section 7.06 *Reports by Trustee to Holders of the Notes.*

(a) Within 60 days after March 9 in each year, the Trustee will send to all Holders, as their names and addresses appear on the register kept by the Registrar, a brief report dated as of such anniversary date, in accordance with, and to the extent required under, Trust Indenture Act § 313(a).

(b) A copy of each report at the time of its being sent to Holders of Notes of any Series will be sent by the Trustee to the Issuer and filed by the Trustee with the SEC and each stock exchange on which the Notes of that Series are listed in accordance with Trust Indenture Act § 313(d). The Issuer will promptly notify the Trustee when Notes of any Series are listed on any stock exchange.

Section 7.07 *Compensation and Indemnity.*

(a) The Issuer and each Guarantor, jointly and severally, will pay to the Trustee from time to time compensation, as agreed in writing between the Issuer and the Trustee, for its acceptance of this Indenture and services hereunder. The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. The Issuer will reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses will include the compensation, as agreed in writing by the Issuer and the Trustee, and reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Issuer and the Guarantors will, jointly and severally, indemnify and hold harmless the Trustee (which for purposes of this Section 7.07 shall include its officers, directors, employees and agents) against any and all losses, claims, damages, expenses, fees, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses (including attorney's fees and expenses) of enforcing this Indenture against the Issuer and the Guarantors (including this Section 7.07) and defending itself against any claim (whether asserted by the Issuer, the Guarantors, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its gross negligence or willful misconduct. The Trustee will notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer will not relieve the Issuer or any of the Guarantors of their obligations hereunder. The Issuer or such Guarantor will defend the claim and the Trustee will cooperate in the defense. The Trustee may have separate counsel and the Issuer will pay the reasonable fees and expenses of such counsel. Neither the Issuer nor any Guarantor need pay for any settlement made without its consent, which consent will not be unreasonably withheld.

(c) The obligations of the Issuer and the Guarantors under this Section 7.07 will survive the satisfaction and discharge of this Indenture as to any Series of Notes and the resignation, removal or replacement of the Trustee or any Agent, as applicable.

(d) To secure the Issuer's and the Guarantors' payment obligations in this Section 7.07, the Trustee will have a Lien prior to the Notes of any Series on all money or property held or collected by the Trustee, except that held in trust to pay principal of, premium on, if any, or interest on, particular Notes of that Series. Such Lien will survive the satisfaction and discharge of this Indenture as to any Series of Notes and the earlier resignation or removal of the Trustee.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(6) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

(f) The Trustee will comply with the provisions of Trust Indenture Act § 313(b)(2) to the extent applicable.

(g) The Trustee shall have no liability or responsibility for any action or inaction on the part of any Paying Agent, transfer agent, Registrar, authenticating agent, Custodian (aside from the Trustee acting in such capacities and subject to the terms hereof).

Section 7.08 *Replacement of Trustee.*

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign with respect to the Notes of one or more Series in writing at any time and be discharged from the trust hereby created by so notifying the Issuer at least 30 days prior to the effective date of such resignation. The Holders of a majority in aggregate principal amount of the then outstanding Notes of any Series may remove the Trustee by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee with respect to the Notes of one or more Series if:

(1) the Trustee fails to comply with Section 7.10 hereof;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a custodian or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to the Notes of one or more Series, the Issuer will promptly appoint a successor Trustee with respect to the Notes of that Series. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

(d) If a successor Trustee with respect to the Notes of any one or more Series does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer, or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes of such Series may petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee with respect to each Series of Notes for which it is acting as Trustee under this Indenture. The successor Trustee will deliver a notice of its succession to each Holder of each Series. The retiring Trustee will promptly transfer all property held by it as Trustee to the successor Trustee; *provided*, all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuer's obligations under Section 7.07 hereof will continue for the benefit of the retiring Trustee. The Trustee shall have no responsibility for any action or inaction of any successor Trustee.

Section 7.09 *Successor Trustee by Merger, etc.*

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act will be the successor Trustee.

Section 7.10 *Eligibility; Disqualification.*

There will at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition. This Indenture will always have a Trustee who satisfies the requirements of Trust Indenture Act § 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act § 310(b).

Section 7.11 *Preferential Collection of Claims Against Issuer.*

The Trustee is subject to Trust Indenture Act § 311(a), excluding any creditor relationship listed in Trust Indenture Act § 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act § 311(a) to the extent indicated therein.

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 *Option to Effect Legal Defeasance or Covenant Defeasance.*

The Issuer may at any time elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes of any Series upon compliance with the conditions set forth below in this Article 8.

Section 8.02 *Legal Defeasance and Discharge.*

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Issuer and each of the Guarantors will, with respect to Notes of any Series, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to this Indenture and all outstanding Notes of such Series (including the Note Guarantees and, if applicable, the Liens securing such Notes and/or Note Guarantees) on the date the conditions set forth below are satisfied (hereinafter, "*Legal Defeasance*"). For this purpose, Legal Defeasance means that the Issuer and the Guarantors will be deemed to have paid and discharged the entire indebtedness represented by such outstanding Notes of such Series (including the Note Guarantees), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in clauses (a) and (b) below, and to have satisfied all their other obligations under such Notes, the Note Guarantees and this Indenture (and the Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of outstanding Notes of such Series to receive payments in respect of the principal of, premium on, if any, or interest on, such Notes when such payments are due from the trust referred to in Section 8.04 hereof;

(b) the Issuer's obligations with respect to the Notes under Sections 2.06, 2.07, 2.10 and 4.02 hereof;

(c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's and the Guarantors' obligations in connection therewith; and

(d) this Article 8.

Subject to compliance with this Article 8, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03 *Covenant Defeasance.*

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Issuer and each of the Guarantors will, with respect to Notes of any Series and subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from each of their obligations under clause (a)(3) of Section 5.01 hereof and the covenants contained in any Board Resolution, supplemental indenture or Officer's Certificate with respect to the outstanding Notes of such Series on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes of such Series will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to this Indenture and outstanding Notes of a Series and related Note Guarantees, the Issuer and the Guarantors may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3) and (4) hereof will not constitute Events of Default.

Section 8.04 *Conditions to Legal or Covenant Defeasance.*

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.02 or 8.03 hereof with respect to Notes of any Series:

(a) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of such Series, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, and interest on, the outstanding Notes of such Series on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Issuer must specify whether such Notes are being defeased to such stated date for payment or to a particular redemption date; *provided* that upon any redemption that requires the payment of a premium, the amount deposited will be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the premium calculated as of the date of the notice of redemption, with any deficit as of the date of redemption (any such amount, the "*Applicable Premium Deficit*") only required to be deposited with the Trustee on or prior to the date of redemption; *provided, however,* that the Trustee shall have no liability whatsoever in the event that such deposit is not made after the Trustee has discharged this Indenture. Any Applicable Premium Deficit will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such Applicable Premium Deficit that confirms that such Applicable Premium Deficit will be applied toward such redemption;

(b) in the case of an election of Legal Defeasance under Section 8.02 hereof, the Issuer must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions:

(1) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(2) since the date Notes of such Series were first issued, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the beneficial owners of the outstanding Notes of such Series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of an election of Covenant Defeasance under Section 8.03 hereof, the Issuer must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the beneficial owners of the outstanding Notes of such Series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture and the agreements governing any other indebtedness being defeased, discharged or replaced) to which the Issuer or any of the Guarantors is a party or by which the Issuer or any of the Guarantors is bound;

(e) the Issuer must deliver to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders of Notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or others; and

(f) the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Notwithstanding the foregoing provisions of this Section 8.04, the conditions set forth in the foregoing subsections (b), (c), (d), (e) and (f) of this Section 8.04 need not be satisfied so long as, at the time the Issuer makes the deposit described in subsection (a), (i) no Default under Section 6.01(1), (2), (5) and (6) has occurred and is continuing on the date of such deposit and after giving effect thereto and (ii) all Notes not previously delivered to the Trustee for cancellation (x) have become due and payable, (y) will become due and payable at their Stated Maturity within one year or (z) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer. If the conditions in the preceding sentence are satisfied, the Issuer shall be deemed to have exercised its Covenant Defeasance option.

Section 8.05 *Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.*

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "*Trustee*") pursuant to Section 8.04 hereof in respect of the outstanding Notes of a Series will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer will pay and indemnify the Trustee against any Tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such Tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes of such Series.

Notwithstanding anything in this Article 8 to the contrary, the Trustee will deliver or pay to the Issuer from time to time upon the written request of the Issuer any money or non-callable Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 *Repayment to Issuer.*

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium on, if any, or interest on, any Note of a Series and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Issuer on its written request or (if then held by the Issuer) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, will thereupon cease.

Section 8.07 *Reinstatement.*

If the Trustee or Paying Agent is unable to apply any U.S. dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and the Guarantors' obligations under this Indenture with respect to the Notes of such Series and under the Notes of such Series and the corresponding Note Guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; *provided*, *however*, that, if the Issuer makes any payment of principal of, premium on, if any, or interest on, any Note following the reinstatement of its obligations, the Issuer will be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

Section 9.01 *Without Consent of Holders of Notes.*

Notwithstanding Section 9.02, without the consent of any Holder of Notes, the Issuer, the Guarantors of the Notes of any Series and the Trustee may amend or supplement this Indenture with respect to such Series, the Notes of such Series or the related Note Guarantees:

(a) to cure any ambiguity, omission, mistake, defect or inconsistency;

(b) to provide for uncertificated Notes in addition to or in place of certificated Notes (*provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code);

(c) to provide for the assumption of the Issuer's or a Guarantor's obligations to Holders of Notes of such Series and related Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, as applicable;

(d) to effect the release of a Guarantor from its Note Guarantee in respect of such Series of Notes and the termination of such Note Guarantee, all in accordance with the provisions of this Indenture governing such release and termination;

(e) to add any Guarantor or Note Guarantee or to provide for collateral to secure the Notes or any Series or any Note Guarantee in respect of the Notes of any Series;

(f) to make any change that would provide any additional rights or benefits to the Holders of the Notes of any Series or that does not materially adversely affect the legal rights under this Indenture of any Holder;

(g) to comply with any requirement to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(h) to change or eliminate any of the provisions of this Indenture with respect to such Series, *provided* that any such change or elimination shall not become effective with respect to any outstanding Notes of any Series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;

(i) to provide for the issuance of and establish forms and terms and conditions of a new Series of Notes as permitted by this Indenture;

(j) to conform the text of this Indenture, the Notes or the Note Guarantees to any provision of the "Description of the Notes" section of the offering circular, offering memorandum, prospectus, prospectus supplement or other offering document applicable to such Notes, to the extent that the Trustee has received an Officer's Certificate to the effect that such text constitutes an unintended conflict with the description of the corresponding provision in such "Description of the Notes;"

(k) to provide for the issuance of Additional Notes of any Series, *provided* that such Additional Notes have the same terms as, and be deemed part of the same Series as, the applicable Series of Notes to the extent required under this Indenture;

(l) to evidence and provide for the acceptance of and appointment by a successor trustee or collateral trustee with respect to the Notes of such Series and to add to or change any of the provisions of this Indenture with respect to such Series as shall be necessary to provide for or facilitate the administration of the trust by more than one trustee;

(m) to add additional co-issuers (to the extent such entities are organized under the laws of the United States, any state of the United States or the District of Columbia, Luxembourg or Ireland) with respect to the Notes in accordance with the limitations set forth in this Indenture;

(n) add parallel debt or other foreign law provisions that the Issuer determines are necessary or advisable with respect to the jurisdiction of organization or incorporation of any Guarantor.

Upon the request of the Issuer, and upon receipt by the Trustee of the documents described in Sections 7.02 and 9.05 hereof, the Trustee will join with the Issuer and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee will not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02 *With Consent of Holders of Notes.*

Except as provided below in this Section 9.02, each of this Indenture, the Notes of any Series, and the related Note Guarantees of such Series may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes of such Series so amended or supplemented (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, or interest on, the applicable series of Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Notes of any Series and the related Note Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series so waived (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes).

Upon the request of the Issuer, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee will join with the Issuer and the Guarantors in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental indenture.

It is not necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it is sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer will promptly deliver to the Holders of Notes of such Series affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to deliver such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes of any Series then outstanding voting as a single class may waive compliance in a particular instance by the Issuer or any Guarantor with any provision of this Indenture, the Notes of such Series or the related Note Guarantees of such Series. However, without the consent of each Holder of the applicable Series of Notes affected, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(a) reduce the amount of Notes of such Series whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any note or alter or waive any of the provisions with respect to the payment of Additional Amounts;

(c) reduce the rate of or change the time for payment of interest on any Note of any such Series;

(d) waive a Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the Notes of such Series (except a rescission of acceleration of the Notes of such Series by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes of such Series and a waiver of the payment default that resulted from such acceleration);

(e) make any Note of such Series payable in money other than that stated in such Notes;

(f) impair the Holder's right to institute suit for the enforcement of any payment on or with respect to the Notes; or

(g) make any change in the preceding amendment and waiver provisions.

For the avoidance of doubt, any amendment, supplement or waiver to any Series of Notes made with the consent of Holders of such Series of Notes, shall be made with respect to that Series of Notes only, and not any other Series of Notes, unless the Holders of such other Series of Notes consent to such amendment, supplement or waiver to such other Series of Notes.

Section 9.03 *Compliance with Trust Indenture Act.*

Every amendment or supplement to this Indenture or the Notes of one or more Series will be set forth in a Board Resolution, Officer's Certificate, or amended or supplemental indenture that complies with the Trust Indenture Act as then in effect, except as may be set forth in such such Board Resolution, Officer's Certificate, or amended or supplemental indenture, to the extent the Trust Indenture Act is then applicable hereto.

Section 9.04 *Revocation and Effect of Consents.*

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder of each Series affected.

Section 9.05 *Notation on or Exchange of Notes.*

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note of any Series thereafter authenticated. The Issuer in exchange for all Notes of that Series may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes of that Series that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06 *Trustee to Sign Amendments, etc.*

The Trustee will sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuer may not sign an amended or supplemental indenture until the Board of Directors of the Issuer approves it. In executing any amended or supplemental indenture, the Trustee will receive and (subject to Section 7.01 hereof) will be fully protected in conclusively relying upon, in addition to the documents required by Section 12.04 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such supplemental indenture constitutes the valid and binding obligation of the Issuer and any Guarantors party thereto, enforceable against such parties in accordance with its terms, subject to customary exceptions.

ARTICLE 10
NOTE GUARANTEES

Section 10.01 *Guarantee*.

(a) Notwithstanding any provision of this Article 10 to the contrary, the provisions of this Article 10 related to Subsidiary Guarantors will be applicable only to, and inure solely to the benefit of, the Notes of any Series designated, pursuant to Section 2.02(t), as entitled to the benefits of the Note Guarantee of each Subsidiary Guarantor identified in such designation.

(b) Subject to this Article 10, each of the Guarantors hereby jointly and severally, unconditionally guarantees to each Holder of a Series of Notes authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(1) the principal of, premium on, if any, and interest on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium on, if any, and interest on, the Notes, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(c) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenant that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(e) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors will have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 10.02 *Limitation on Guarantor Liability.*

Each Guarantor and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal state law or similar foreign law to the extent applicable to any Note Guarantee or unlawful financial assistance within the meaning of Section 82 of the Companies Act. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that (i) the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance under federal, state or similar foreign law, and (ii) this Guarantee does not apply to any liability to the extent that it would result in this Guarantee constituting unlawful financial assistance within the meaning of Section 82 of the Irish Companies Act 2014.

Section 10.03 *Issuance and Delivery of Note Guarantee.*

To evidence its Note Guarantee set forth in Section 10.01, each Guarantor hereby agrees that this Indenture (or, a supplemental indenture to this Indenture) shall be executed on behalf of such Guarantor by an Officer of such Guarantor.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee will be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, will constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors. Upon execution of a supplemental indenture to this Indenture by any Guarantor, the Note Guarantee set forth in this Indenture and such supplemental indenture shall be deemed duly delivered, without any further action by any Person, on behalf of such Guarantor. All the Note Guarantees so issued will in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Section 10.04 *Releases.*

The Parent Guarantor will be automatically and unconditionally released from all obligations under its Note Guarantee in respect of the Notes of each Series, and such Note Guarantee shall thereupon terminate and be discharged and of no further force and effect upon Legal Defeasance, Covenant Defeasance or satisfaction and discharge of an indenture as provided in Articles 8 and 11 hereof.

If so provided pursuant to Section 2.02(t) with respect to the Notes of any Series, the Notes of such Series may have the benefit of Guarantees by Subsidiary Guarantors as may be specified in or pursuant to Section 2.02(t). Any and all terms and provisions applicable to the Guarantees of Subsidiary Guarantors for the Notes of such Series shall also be provided in or pursuant to Section 2.02(t), including, without limitation, provisions for the release of the Guarantees of such Subsidiary Guarantors.

Upon any occurrence giving rise to a release of a Note Guarantee, as specified in this Indenture, the Trustee, upon receipt of an Officer's Certificate from the Issuer in accordance with the provisions of Section 12.04, which the Trustee shall be entitled to rely on absolutely and without further inquiry, will take all necessary actions at the reasonable request and cost of the Issuer, to effectuate any release of a Note Guarantee in accordance with these provisions, subject to customary protections and indemnifications. Each of the releases set forth in this Indenture shall be effected by the Trustee without the consent of the Holders and will not require any other action or consent on the part of the Trustee. None of the Issuer, the Trustee or any Guarantor will be required to make a notation on the Notes of any Series to reflect any such release, termination or discharge. The Issuer may in its sole discretion, and without prejudice to any future election in relation thereto, elect to have any Note Guarantee remain in place as opposed to being released.

Any Guarantor not released from its obligations under its Note Guarantee as provided in this Indenture will remain liable for the full amount of principal of, premium on, if any, and interest on, the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Indenture, subject to the limitations of Section 10.02.

ARTICLE 11
SATISFACTION AND DISCHARGE

Section 11.01 *Satisfaction and Discharge.*

This Indenture will be discharged and will cease to be of further effect as to Notes of any Series and the related Note Guarantees issued hereunder and, if applicable, any Liens securing the Notes of any Series and the related Note Guarantees of such Series will be released without any further action by the Holders of Notes, when:

(a) either:

(1) all Notes of such Series that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(2) all outstanding Notes of such Series not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of such Series of Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes of such Series not delivered to the Trustee for cancellation for principal of, premium on, if any, and interest on, the Notes of such Series to the date of maturity or redemption; *provided* that upon any redemption that requires the payment of a premium, the amount deposited will be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the premium calculated as of the date of the notice of redemption, with any Applicable Premium Deficit only required to be deposited with the Trustee on or prior to the date of redemption; *provided, however*, that the Trustee shall have no liability whatsoever in the event that such deposit is not made after the Trustee has discharged this Indenture. Any Applicable Premium Deficit will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such Applicable Premium Deficit that confirms that such Applicable Premium Deficit will be applied toward such redemption;

(b) the Issuer or any Guarantor has or have paid or caused to be paid all sums payable by it or them under this Indenture in respect of such Series; and

(c) in the case of clause (a)(2) of this Section 11.01, the Issuer has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes of such Series at maturity or on the applicable redemption date, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture with respect to Notes of any Series, if money has been deposited with the Trustee for any Series pursuant to Section 11.01(a)(2), the provisions of Sections 11.02 and 8.06 hereof will survive. In addition, nothing in this Section 11.01 will be deemed to discharge those provisions of Section 7.07 hereof, that, by their terms, survive the satisfaction and discharge of any Series of Notes under this Indenture and the earlier resignation or removal of the Trustee.

Section 11.02 *Application of Trust Money.*

Subject to the provisions of Section 8.06 hereof, all money and Government Securities deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; *provided*, that if the Issuer has made any payment of principal of, premium on, if any, or interest on, any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 12
MISCELLANEOUS

Section 12.01 *Trust Indenture Act Controls* .

To the extent the Trust Indenture Act is applicable to this Indenture at such time, if any provision of this Indenture limits, qualifies or conflicts with another provision which is required or deemed to be included in this Indenture by the Trust Indenture Act, such required or deemed provision will control.

Section 12.02 *Notices.*

Any notice or communication by the Parent, the Issuer, any Guarantor or the Trustee to the others is duly given if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), facsimile transmission or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Parent, Issuer and/or any Guarantor:

ICON plc
South Country Business Park
Leopardstown
Dublin 18
Ireland
Attention: Chief Financial Officer with a copy to General Counsel

If to the Trustee:

Citibank, N.A.
388 Greenwich Street
4th Floor Trading
New York, NY 10013
Email: citi.cspag@citi.com
Attention: NAM – Agency & Trust

With a copy to:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
United States
Attention: Heather Rees

The Parent, the Issuer, any Guarantor or the Trustee by notice to the others, may designate additional or different addresses for subsequent notices or communications.

When the Trustee acts on any communication (including, but not limited to, communication with respect to the delivery Notes or the wire transfer of funds) sent by electronic transmission, the Trustee will not be responsible for or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intend to send (whether due to fraud, distortion or otherwise). Each party hereto understands and agrees that the Trustee cannot determine the identity of the actual sending of such instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an authorized officer of such person have been sent by an authorize officers of such person. Each party hereto shall be responsible for ensuring that only authorized officers transmit such instructions to the Trustee. The Trustee will not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing such instructions, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile or email; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder will be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar; *provided* that notices given to Holders of Global Notes may be given through the facilities of the Depositary. Failure to deliver a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders.

If a notice or communication is delivered in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Parent or the Issuer mail a notice or communication to Holders, it will mail a copy to the Trustee and each Agent at the same time.

Section 12.03 *Communication by Holders of Notes with Other Holders of Notes.*

Holders of any Series may communicate pursuant to Trust Indenture Act § 312(b) with other Holders of that Series or any other Series with respect to their rights under this Indenture or the Notes of that Series or all Series. The Issuer, the Trustee, the Registrar and anyone else will have the protection of Trust Indenture Act §312(c).

Section 12.04 *Certificate and Opinion as to Conditions Precedent.*

Upon any request or application by the Parent and/or the Issuer to the Trustee to take any action under this Indenture, the Parent and/or the Issuer, as applicable, shall furnish to the Trustee, in compliance with the provisions of Trust Indenture Act § 314(c)(1) and (c)(2):

(a) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.05 *Statements Required in Certificate or Opinion.*

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Trust Indenture Act § 314(a)(4)) must comply with the provisions of Trust Indenture Act § 314(e) and must include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 12.06 *Form of Documents Delivered to Trustee.*

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuer or Parent may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his/her certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer or Parent stating that the information with respect to such factual matters is in the possession of the Issuer or Parent, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 12.07 *Rules by Trustee and Agents.*

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.08 *No Personal Liability of Directors, Officers, Employees and Stockholders.*

No director, manager, officer, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, this Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 12.09 *Governing Law; Waiver of Jury Trial; Jurisdiction.*

THIS INDENTURE AND THE NOTES, INCLUDING ANY NOTE GUARANTEES AND THE RIGHTS AND DUTIES OF THE PARTIES THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE ISSUER, GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE ISSUER, GUARANTORS AND THE TRUSTEE HEREBY CONSENT AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THIS INDENTURE, AS SUPPLEMENTED. THE ISSUER, THE GUARANTORS AND THE TRUSTEE WAIVE ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. THE ISSUER AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT ICON US HOLDINGS INC. (ICON US HOLDINGS INC., 731 ARBOR WAY, SUITE 100, BLUE BELL PA 19422), AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

Section 12.10 *No Adverse Interpretation of Other Agreements.*

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Parent or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.11 *Successors.*

All agreements of the Parent, the Issuer and the other Guarantors in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in Section 10.04 hereof.

Section 12.12 *Severability.*

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 12.13 *Counterpart Originals.*

The parties may sign any number of copies of this Indenture. Each signed copy (which may be provided via facsimile or other electronic transmission) will be an original, but all of them together represent the same agreement. This Indenture may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Indenture by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Indenture hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "*Electronic Signatures*" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

Section 12.14 *Table of Contents, Headings, etc.*

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

Section 12.15 *U.S.A. Patriot Act.*

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or disasters, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE 13
SECURITY

Section 13.01 *Security.*

If so provided pursuant to Section 2.02(t) with respect to the Notes of any Series, the Notes of such Series and/or the Guarantees of such Notes may be secured by such property, assets or other collateral as may be specified in or pursuant to Section 2.02(t). Any and all terms and provisions applicable to the security for the Notes of such Series and/or such Guarantees shall also be provided in or pursuant to Section 2.02(t), which may include, without limitation, provisions for the execution and delivery of such security agreements, pledge agreements, collateral agreements and other similar or related agreements as the Issuer or any Guarantor may elect and which may provide for the Trustee (or an affiliate of the Trustee) to act as collateral agent or in a similar or other capacity.

[Signatures on following page]

SIGNATURES

Dated as of May 8, 2024

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

ICON PUBLIC LIMITED COMPANY

By: /s/ Diarmaid Cunningham
Name: Diarmaid Cunningham
Title: Authorised Signatory

CITIBANK, N.A.,
as Trustee

By : /s/ Eva Waite
Name: Eva Waite
Title: Senior Trust Officer

Exhibit 4.2

Execution Version

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY,

ICON PLC,

EACH OF THE SUBSIDIARY GUARANTORS FROM TIME TO TIME PARTY HERETO,

CITIBANK, N.A., as Trustee,

and

CITIBANK, N.A., LONDON BRANCH, as Notes Collateral Agent

FIRST SUPPLEMENTAL INDENTURE

Dated as of May 8, 2024

to

INDENTURE

Dated as of May 8, 2024

5.809% SENIOR SECURED NOTES DUE 2027

5.849% SENIOR SECURED NOTES DUE 2029

6.000% SENIOR SECURED NOTES DUE 2034

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CROSS-REFERENCE TABLE*

Trust Indenture Act Section	**Indenture Section**
314(d)	7.02

*This Cross-Reference Table is not part of the Indenture.

FIRST SUPPLEMENTAL INDENTURE, dated as of May 8, 2024 (this "*First Supplemental Indenture*"), among ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY, a designated activity company limited by shares in Ireland (the "*Issuer*"), ICON PUBLIC LIMITED COMPANY, a public limited company in Ireland (the "*Parent*"), the guarantors from time to time party hereto (together with the Parent, the "*Guarantors*"), CITIBANK, N.A., a national banking association, as Trustee, Paying Agent and Registrar and CITIBANK, N.A., LONDON BRANCH, as notes collateral agent (in such capacity, the "*Notes Collateral Agent*").

WHEREAS, the Issuer has executed and delivered an Indenture, dated as of May 8, 2024 (the "*Base Indenture*"), among the Issuer, the Parent and the Trustee, providing for the issuance from time to time of one or more Series of Securities;

WHEREAS, Section 2.01 of the Base Indenture permits the creation of the Securities of any Series with the terms and in the form permitted in Section 2.02 of the Base Indenture to be established in a supplemental indenture to the Base Indenture;

WHEREAS, the Issuer has requested that the Trustee and the Notes Collateral Agent join with it and the Guarantors in the execution of this First Supplemental Indenture in order to supplement the Base Indenture by, among other things, establishing the forms and certain terms of three Series of Securities to be known as the Issuer's "5.809% Senior Secured Notes due 2027", "5.849% Senior Secured Notes due 2029" and "6.000% Senior Secured Notes due 2034", respectively and adding certain provisions thereto for the benefit of the Holders of the Securities of each such Series;

WHEREAS, the Issuer desires that the Trustee and Notes Collateral Agent join with it in the execution and delivery of this First Supplemental Indenture, and in accordance with Sections 7.02, 9.01, 12.04 and 12.05 of the Base Indenture, the Issuer has delivered to the Trustee, an Officer's Certificate and Opinion of Counsel stating that the execution of this First Supplemental Indenture is permitted by the Base Indenture and that all conditions precedent to its execution have been complied with, and the Base Indenture and this First Supplemental Indenture are valid and binding obligations of the Issuer and are enforceable in accordance with their terms; and

WHEREAS, the Issuer has furnished the Trustee with a duly authorized and executed Authentication Order, dated May 8, 2024, authorizing the issuance of each Series of Securities established hereby.

NOW, THEREFORE, the Issuer, the Guarantors, the Trustee and the Notes Collateral Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of each Series of Securities established hereby:

ARTICLE 1
DEFINITIONS AND INCORPORATION
BY REFERENCE

Section 1.01 *Definitions.*

(a) The Base Indenture, as amended and supplemented in respect of the Notes by this First Supplemental Indenture is collectively referred to as the "*Indenture*". All capitalized terms which are used herein and not otherwise defined herein are defined in the Base Indenture and are used herein with the same meanings as the Base Indenture. If a capitalized term is defined both in the Base Indenture and this First Supplemental Indenture, the definition in this First Supplemental Indenture shall apply to the Notes established hereby (and any Note Guarantee in respect thereof).

(b) With respect to each Series of Notes issued pursuant to this First Supplemental Indenture, the following definitions shall be added to Section 1.01 of the Base Indenture:

"*2027 Notes*" means the Issuer's 5.809% Senior Secured Notes due 2027.

"*2029 Notes*" means the Issuer's 5.849% Senior Secured Notes due 2029.

"*2034 Notes*" means the Issuer's 6.000% Senior Secured Notes due 2034.

"*ACH Indebtedness*" means indebtedness incurred in the ordinary course of business arising in connection with any automated clearinghouse transfers of funds or other payment processing service.

"*Agreed Guarantee and Security Principles*" means the Agreed Guarantee and Security Principles set forth on Annex A. For the avoidance of doubt, the Agreed Guarantee and Security Principles shall only apply to Guarantees proposed to be granted by, assets of the Parent and the Foreign Subsidiaries, and Equity Interests in, the Foreign Subsidiaries.

"*Capital Lease Obligation*" means, with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP; and, for the purposes of the Indenture, the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; *provided* that all obligations of any person that are or would be characterized as operating lease obligations in accordance with GAAP on December 31, 2015 (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations (and not as Capital Lease Obligations) for purposes of the Indenture regardless of any change in GAAP following December 31, 2015 that would otherwise require such obligations to be recharacterized (on a prospective or retroactive basis or otherwise) as Capital Lease Obligations.

"*Cash Equivalents*" means:

(1) (a) United States dollars, Canadian dollars, euro, Pounds Sterling, Yen, Swiss Francs or any national currency of any member state of the European Union; (b) with respect to Parent or any Subsidiary, the national currency of the jurisdiction in which such Person is organized or domiciled, and (c) any other foreign currency held by the Parent and its Subsidiaries in the ordinary course of business;

(2) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or a member state of the European Union (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America or such member state), in each case maturing within eighteen months from the date of acquisition thereof;

(3) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(4) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any domestic or foreign commercial bank having capital and surplus of not less than $250.0 million in the case of U.S. banks and $250.0 million (or the foreign currency equivalent as of the date of determination) in the case of non-U.S. banks;

(5) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clauses (2) and (4) above and entered into with a financial institution satisfying the criteria described in clause (4) above;

(6) marketable short-term money market and similar liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(7) investments with average maturities of 24 months or less from the date of acquisition in money market funds and similar liquid funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(8) securities issued or fully guaranteed by any state, commonwealth or territory of the United States of America or by any political subdivision (including any municipality) or taxing authority of any such state, commonwealth or territory, the securities of which state, commonwealth, territory, political subdivision or taxing authority (as the case may be) are rated at least "A" (or A-1, SP1 or other then equivalent grade) by S&P or at least "A1" (or "Prime-1" or MIG-1 or other then equivalent grade) by Moody's as of the date of acquisition and, in each case, with a maturity of not more than two years from the date of acquisition thereof;

(9) investment funds investing substantially all of their assets in securities of the types described in clauses (1) through (8) above; and

(10) in the case of any the Parent or Foreign Subsidiary, other short-term investments that are analogous to the foregoing, are of comparable credit quality and are customarily used by companies in the jurisdiction of the Parent or such Foreign Subsidiary for cash management purposes.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1); *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within ten business days following the receipt of such amounts.

"*CFC*" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"*Change of Control*" means the occurrence of any of the following:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) other than the Parent or its wholly owned Subsidiaries or its or their employee benefit plans becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Parent or the Issuer, as disclosed in a Schedule TO or any schedule, form or other report under the Exchange Act (other than Form 13F);

(2) the Parent merges with or into another Person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person (other than by way of merger or consolidation), or any Person merges with or into the Parent, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Parent is converted into or exchanged for cash, securities or other property, other than any such transaction where (x) the outstanding Voting Stock of the Parent is converted into or exchanged for Voting Stock of the surviving or transferee corporation and (y) immediately after such transaction no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power represented by the outstanding Voting Stock of the surviving or transferee corporation;

(3) the Parent or the Issuer is liquidated or dissolved or adopts a plan of liquidation or dissolution other than in a transaction which complies with the provisions described under Section 5.01 of the Base Indenture; or

(4) the Issuer ceases to be either a direct or indirect wholly owned Subsidiary of the Parent.

Notwithstanding the foregoing, a transaction will not be deemed to constitute a Change of Control if (1) the Parent or the Issuer becomes a direct or indirect wholly owned Subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Parent's or the Issuer's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

"*Change of Control Triggering Event*" means the occurrence of both a Change of Control and a Rating Event.

"*Collateral*" means all of the assets and property of the Issuer or any Guarantor, whether real, personal or mixed securing or purported to secure any First Priority Notes Obligations, other than Excluded Assets. Notwithstanding the foregoing, with respect to the Guarantors organized in Luxembourg, the Collateral will be limited to the Capital Stock of its Subsidiaries organized in the United States, material bank accounts and material intercompany loans, in each case, of such Guarantor.

"*Collateral Documents*" means the security documents pursuant to which the Issuer and the Guarantors grant liens in favor of the Notes Collateral Agent to secure Obligations under the Indenture and each Series of Notes.

"*Collateral Release Event*" shall occur on the first date when (A) there is no Equally and Ratably Secured Indebtedness outstanding (or, all Equally and Ratably Secured Indebtedness outstanding on such date shall cease to constitute Equally and Ratably Secured Indebtedness substantially concurrently with the release of the Liens on the Collateral securing the Notes and the Note Guarantees), and (B) the Issuer has delivered an Officer's Certificate to the Trustee certifying that the condition set forth in clause (A) above is satisfied.

"*Consolidated Total Assets*" means, with respect to any Person, the total amount of assets (less applicable reserves and other properly deductible items) as set forth on the most recent consolidated balance sheet of the Parent and computed in accordance with GAAP.

"*Covered Jurisdiction*" means each of the United States (including any state or subdivision thereof), Luxembourg, Ireland and any other jurisdiction designated by the Parent and approved by the Credit Agreement Administrative Agent, acting reasonably and in good faith.

"*Credit Agreement Administrative Agent*" means Citibank, N.A., together with its permitted successors and assigns, as administrative agent under the Senior Secured Credit Facilities.

"*Credit Agreement Collateral Agent*" means Citibank, N.A., London Branch, together with its permitted successors and assigns, as collateral agent under the Senior Secured Credit Facilities.

"*Domestic Subsidiary*" means a Subsidiary organized under the laws of the United States, any state thereof or the District of Columbia.

"*Equally and Ratably Secured Indebtedness*" means, as of any time of determination, all Indebtedness For Borrowed Money of the Parent or a Subsidiary of the Parent that is, at such time of determination, secured by any Lien on any assets of the Parent or any of its Subsidiaries, which Lien is not a Permitted Lien. As of the Issue Date, Indebtedness For Borrowed Money outstanding under the Senior Secured Credit Facilities and the Existing Notes shall constitute Equally and Ratably Secured Indebtedness.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any indebtedness that is convertible into, or exchangeable for, Capital Stock).

"*Excluded Accounts*" means (i) accounts used exclusively for payroll, (ii) accounts used exclusively for payroll taxes and/or withheld income taxes, (iii) accounts used exclusively for employee wage and benefit payments, (iv) escrow accounts and trust accounts, in each case entered into in the ordinary course of business and consistent with prudent business practice conduct where the Issuer or the applicable Guarantor holds the funds exclusively for the benefit of one or more unaffiliated third parties, (v) accounts exclusively used to secure letters of credit, bank guarantees, obligations under Treasury Management Arrangements and obligations under Swap Agreements, in each case, to the extent constituting Permitted Liens and (vi) accounts exclusively used to hold deposits from customers that are required pursuant to agreements with such customers to be held in a segregated account that, pursuant to such agreements, is not permitted to be subject to a Lien securing the Obligations in respect of the Notes and the Note Guarantees.

"*Excluded Assets*" means (i) any fee-owned real property and any leasehold interests in real property (other than the Headquarters); (ii) motor vehicles and other assets subject to certificates of title; (iii) pledges and security interests prohibited by applicable law, rule or regulation (including any requirement to obtain the consent of any governmental authority or third party) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or similar provisions under applicable law and other than proceeds and receivables thereof the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition (iv) Margin Stock and Equity Interests in any Person other than wholly-owned Subsidiaries, to the extent a pledge of such Equity Interests is prohibited by the organizational documents, or agreements with other equity holders, of such equity; (v) voting Equity Interests in any "Restricted Subsidiary" (or the equivalent thereof) under the credit agreement governing the Senior Secured Credit Facilities of any U.S. Corporate Subsidiary that is a CFC or FSHCO to the extent such Equity Interest exceeds 65% of the outstanding voting Equity Interests of such CFC or FSHCO; (vi) assets to the extent a security interest in such assets could reasonably result in a material adverse Tax consequence to the Parent or any of its "Restricted Subsidiary" (or the equivalent thereof) under the credit agreement governing the Senior Secured Credit Facilities (including as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction) as reasonably determined by the Issuer; (vii) any lease, license or other agreement and any property subject to a permitted purchase money security interest or similar permitted arrangement or Lien permitted by clauses (4), (5), (7) (solely in respect of Liens referenced in clauses (4), (5) and (11) of the definition of "Permitted Liens" in the credit agreement governing the Senior Secured Credit Facilities), (9) (with respect to cash collateral or deposits), (11), (16), (19), (22) (with respect to cash collateral or deposits with a value not in excess of $50,000,000), (27), and (34) of the definition of "Permitted Liens" in the credit agreement governing the Senior Secured Credit Facilities to the extent that a grant of a security interest therein would violate or invalidate such lease, license, contract, property right or agreement or purchase money arrangement or the documents governing such Permitted Lien or create a right of termination in favor of any other party thereto (other than a the Issuer or any Guarantor), in each case (other than with respect to property subject to such purchase money interests or similar arrangements or Lien permitted by clauses (4), (5), (7) (solely in respect of Liens referenced in clauses (4), (5) and (11) of the definition of "Permitted Liens" in the credit agreement governing the Senior Secured Credit Facilities) or clause (11) of the definition of "Permitted Liens" in the credit agreement governing the Senior Secured Credit Facilities), after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or similar provisions under applicable law other than proceeds and receivables thereof and only so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of such credit agreement; (viii) those assets as to which the Issuer reasonably determines that the cost (including, without limitation, costs of notarization, taxes, stamp duties, registration or other applicable fees), consequences or burden of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the holders of the security to be afforded thereby; (ix) any of the capital stock of a "Restricted Subsidiary" (or the equivalent thereof) under the credit agreement governing the Senior Secured Credit Facilities not owned directly by the Issuer or a Guarantor; (x) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the UCC or similar provisions under applicable law, and other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition (xi) any assets to the extent expressly excluded pursuant to the Agreed Guarantee and Security Principles; (xii) any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("PTO"), or any successor office thereto or any successor office thereto, prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal Law; (xiii) any Excluded Accounts; (xiv) letter-of-credit rights (except to the extent a security interest therein can be perfected by the filing of UCC financing statements or similar filings under applicable law) (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a Uniform Commercial Code financing statement or applicable filings under applicable law); (xv) any commercial tort claim with a value not in excess of $10,000,000; (xvi) [reserved]; (xvii) [reserved]; (xviii) Equity Interests in any "Unrestricted Subsidiary" (or the equivalent thereof) under the credit agreement governing Senior Secured Credit Facilities; and (xiv) Equity Interests in Securitization Subsidiaries, to the extent a pledge of such Equity Interests is prohibited by the applicable Qualified Securitization Financing and Securitization Assets subject to Qualified Securitization Financing or a Qualified Receivables Factoring and (xv) so long as the Senior Secured Credit Facilities are outstanding, any asset that is not pledged to secure obligations arising in respect to the Senior Secured Credit Facilities (whether pursuant to the terms of the credit agreement governing the Senior Secured Credit Facilities (and any related documents)) or as a result of any determination made thereunder, or by amendment, waiver or otherwise (other than a release in connection with payment in full thereof). In addition notwithstanding anything to the contrary in the Indenture or any Collateral Document, the following assets shall not be required to be subject to a fixed charge in Ireland: (a) all plant and equipment, in each case, located in Ireland and (b) customer contracts or other agreements with third parties (including, without limitation, distribution agreements, license agreements or similar agreements), provided that, for the avoidance of doubt, the Headquarters shall be subject to a fixed charge in Ireland.

"*Excluded Subsidiary*" means (a) any Foreign Subsidiary of any U.S. Corporate Subsidiary and, in the case of any such Foreign Subsidiary that is a CFC, any Subsidiary of such CFC; (b) any FSHCO, (c) any Subsidiary that is prohibited or restricted by applicable law, rule or regulation or by any contractual obligation existing on the Issue Date or at the time of acquisition thereof after the Issue Date and not in contemplation thereof, in each case, from guaranteeing the Notes or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received or a Subsidiary a guarantee from which could reasonably result in a material adverse tax consequence to Issuer or any of its Subsidiaries (including as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction) as reasonably determined by the Issuer, (d) not-for-profit Subsidiaries, if any, (e) certain special purpose entities, (f) captive insurance companies, if any, (g) any Subsidiary where the Issuer reasonably determines in good faith that the cost, consequences or burden of obtaining a guarantee by such Subsidiary would be excessive in light of the practical benefit afforded thereby, (h) IGPHS and each other Subsidiary listed on Schedule 1.01D of the Senior Secured Credit Facilities, (i) any non-wholly-owned Subsidiaries, (j) at the option of Issuer, an "Immaterial Subsidiary" under the credit agreement governing the Senior Secured Credit Facilites and (k) any Securitization Subsidiary.

"*Existing Notes*" means the $500.0 million aggregate principal amount of 2.875% Senior Secured Notes due 2026, issued by PRA Health Sciences, Inc.

"*Existing Notes Collateral Agent*" means Citibank, N.A., London branch (together with its permitted successors).

"*First Lien Intercreditor Agreement*" means that certain First Lien Intercreditor Agreement, dated as of July 1, 2021, among the Parent, the Issuer, the other Guarantors (as defined therein) party thereto, the Credit Agreement Administrative Agent, the Credit Agreement Collateral Agent, the Existing Notes Collateral Agent, the Notes Collateral Agent (by way of joinder, dated the Issue Date) and each additional authorized representative and collateral agent from time to time party thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time in accordance with its terms.

"*First Priority Obligations*" means the obligations under the Senior Secured Credit Facilities, the Existing Notes and each other type of outstanding (now or in the future) indebtedness that has a *pari passu* Lien on the Collateral with respect to the Notes, the holders of which are subject to the First Lien Intercreditor Agreement.

"*Fitch*" means Fitch Inc., and its successors.

"*Foreign Subsidiary*" means any Subsidiary that is not a Domestic Subsidiary.

"*FSHCO*" means any Domestic Subsidiary of any U.S. Corporate Subsidiary that has no material assets other than equity interests and/or indebtedness of one or more (1) Foreign Subsidiaries of any U.S. Corporate Subsidiary that were Foreign Subsidiaries of a U.S. Corporate Subsidiary on the Issue Date or (2) entities described in clause (1).

"*Group*" means the Parent and its Subsidiaries.

"*Headquarters*" means the corporate headquarters of the Parent as of the Issue Date, located in Dublin, Ireland.

"*IGPHS*" means ICON Government and Public Health Solutions, Inc.

"*Indebtedness For Borrowed Money*" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments and (c) all Guarantee obligations of such Person with respect to indebtedness of the type described in clauses (a) and (b) above of others. The Indebtedness For Borrowed Money of any Person shall include the Indebtedness For Borrowed Money of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other contractual relationship with such entity, except to the extent the terms of such Indebtedness For Borrowed Money provide that such Person is not liable therefor.

"*Insolvency or Liquidation Proceeding*" means, with respect to any Person, (a) any voluntary or involuntary case or proceeding under any debtor relief law with respect to any such Person, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization, examinership, rescue process, administration or other similar event, case, process, action or proceeding or private or judicial foreclosure with respect to any such Person or with respect to all or any material portion of its assets, (c) any liquidation, dissolution, examinership, rescue process, reorganization or winding up of any such Person whether voluntary or involuntary or otherwise and whether or not involving insolvency or bankruptcy or (d) any assignment for the benefit of creditors or any other marshalling of all or any material part of the assets and liabilities of any such Person. In addition, in respect of any Guarantor incorporated in Luxembourg or having its "centre of main interests" in Luxembourg, "Insolvency or Liquidation Proceeding" shall also mean a Luxembourg Insolvency Event.

"*Investment Grade Rating*" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's), BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) and a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch) or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Parent.

"*Issue Date*" means May 8, 2024.

"*Lien*" means, with respect to any asset, (a) any mortgage, deed of trust, lien, license, pledge, hypothecation, encumbrance, assignment, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities; provided that any precautionary UCC financing statements or similar filings (including any filing of a UCC financing statement or other filing with a Governmental Authority in respect of an operating lease or a consignment) and any filings with any Governmental Authority in respect of any license shall not constitute Liens to the extent that such operating lease, consignment or license to which the filings relate are otherwise Permitted Liens hereunder; provided that in no event shall any operating lease or any non-exclusive license, sub-license or cross-license to intellectual property be deemed to constitute a Lien.

"*Luxembourg Guarantor*" means ICON Luxembourg, S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, having its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B66588 and any Guarantor incorporated under the laws of Luxembourg and/or having its registered office and its "centre of main interests" (as this term is used in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceeds (recast)) in Luxembourg, in each case, until the Note Guarantee of such Luxembourg Guarantor is released in accordance with the terms of this First Supplemental Indenture.

"*Luxembourg Insolvency Event*" means, in relation to any entity incorporated or existing under the laws of Luxembourg or any of their assets, any corporate action, legal proceedings or other procedure or step in relation to bankruptcy (*faillite*), insolvency, judicial or voluntary liquidation (*liquidation judiciaire ou volontaire*), moratorium or reprieve from payment (*sursis de paiement*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), fraudulent conveyance (*action paulienne*), out-of-court mutual agreement (*réorganisation extra-judiciaire par accord amiable*), judicial reorganisation in the form of a stay to enter into a mutual agreement (*sursis en vue de la conclusion d'un accord amiable*), judicial reorganisation by collective agreement (*réorganisation judiciaire par accord collectif*), judicial reorganisation by transfer of assets or activities (*réorganisation judiciaire par transfert sous autorité de justice*), conciliation (*conciliation*) or protective measures (*mesures en vue de préserver les entreprises*), general settlement with creditors, reorganisation or any other similar proceedings affecting the rights of creditors generally, the appointment of a *juge-commissaire*, a *mandataire judiciaire*, a *conciliateur*, an *administrateur provisoire*, a *liquidateur* or a *curateur*.

"*Margin Stock*" has the meaning assigned to such term in Regulation U of the Board of Governors of the Federal Reserve System of the United States of America.

"*Moody's*" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Notes*" means, collectively, the 2027 Notes, the 2029 Notes and the 2034 Notes, including, in each case, any Additional Notes.

"*Obligations*" means any principal, interest (including all post-petition interest, fees, and expenses, whether or not allowed or allowable in the applicable Insolvency or Liquidation Proceeding), penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness For Borrowed Money.

"*Offer to Purchase*" means a Change of Control Offer or Alternate Change of Control Offer.

"*Permitted Liens*" means:

(1) Liens to secure obligations with regard to Treasury Management Arrangements and hedging obligations;

(2) Liens in favor of the Parent or any Subsidiary;

(3) Liens on property or Equity Interests of another Person existing at the time such other Person becomes a Subsidiary of the Parent or is merged with or into or consolidated with the Parent or any Subsidiary of the Parent; *provided* that such Liens (a) are not incurred in contemplation thereof and (b) do not extend to any other property owned by the Parent or any of the Subsidiaries (other than after acquired property of such Person (to the extent required to become subject to such Liens under the terms of the applicable agreements as in effect at the time such Person becomes a Subsidiary of the Parent) assets and property affixed or appurtenant thereto);

(4) Liens on property (including Equity Interests) existing at the time of acquisition of the property by the Parent or any Subsidiary of the Parent; *provided* that such Liens were in existence prior to such acquisition and not incurred in contemplation of, such acquisition;

(5) Liens (a) to secure the performance of, or arising in connection with, public or statutory obligations (including worker's compensation laws, unemployment insurance laws or similar legislation), insurance, surety or appeal bonds, performance bonds or other obligations of a like nature, good faith deposits in connection with bids, tenders, contracts (other than for the payment of indebtedness) or leases, deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business (including Liens to secure letters of credit or similar instruments issued to assure payment or performance of such obligations), (b) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Parent or any Subsidiary supporting obligations of the type set forth in clause (a) above and (c) Liens on cash and Cash Equivalents securing letters of credit issued in the ordinary course of business;

(6) Liens on securities that are the subject of repurchase agreements permitted hereunder;

(7) Liens (a) to secure Capital Lease Obligations or in connection with any sale and leaseback arrangements or finance lease obligations and (b) on indebtedness (including Capital Lease Obligations) incurred to finance the acquisition, construction, installation, maintenance, service, repair, replacement, remodeling, modernization, expansion, upgrade, development, update or improvement of property (real or personal), equipment or other assets (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets) used or useful in the business of the Parent and its Subsidiaries; *provided* that such Liens attach concurrently with or within 365 days after the acquisition, construction, installation, maintenance, service, repair, replacement, remodeling, modernization, expansion, upgrade, development, update or improvement of the property subject to such Liens; *provided*, *further*, that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(8) Liens existing on the Issue Date (other than Liens securing the Senior Secured Credit Facilities, the Existing Notes and the related note guarantees and any modifications, replacements, renewals or extensions thereof; *provided* that such modified, replacement, renewal or extension Lien does not extend to any additional property other than (x) after-acquired property that is affixed or incorporated into the property covered by such Lien and (y) proceeds and products thereof);

(9) Liens for taxes, assessments or other governmental charges or claims that are (a) not yet delinquent, or (b) being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established in accordance with, and to the extent required by, applicable accounting standards;

(10) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens, in each case, either (a) incurred in the ordinary course of business or (b) for sums not yet due or being contested in good faith by appropriate proceedings;

(11) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of their properties which were not incurred in connection with indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(12) Liens securing the Notes and the Note Guarantees;

(13) Liens on insurance policies, premiums and proceeds thereof, or other deposits, to secure insurance premium financings and other liabilities to insurance carriers;

(14) Liens arising from UCC financing statement filings regarding operating leases or consignments entered into by the Parent and the Subsidiaries and other precautionary UCC financing statements or similar filings;

(15) Liens securing or arising out of judgments, decrees, orders, awards or notices of lis pendens and associated rights related to litigation with respect to which such Person shall then be proceeding with an appeal or other proceedings for review, or in respect of which the period within which such appeal or proceedings may be initiated shall not have expired, and Liens on litigation proceeds securing obligations to pay expenses incurred in connection with such litigation;

(16) Liens arising by virtue of any statutory or common law provisions relating to banker's liens and rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository or financial institution or as to purchase orders and other agreements entered into with customers in the ordinary course of business;

(17) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of indebtedness;

(18) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(19) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(20) Liens securing obligations in respect of obligations under or in respect of Swap Agreements;

(21) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(22) Liens on equipment or inventory of the Parent or any Subsidiary granted in the ordinary course of business to the Parent's or such Subsidiary's supplier at which such equipment or inventory is located;

(23) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture, minority investment or similar arrangement pursuant to any joint venture, shareholder, investor rights or similar agreement;

(24) leases, subleases, non-exclusive licenses or non-exclusive sublicenses granted to third parties entered into in the ordinary course of business which do not materially interfere with the conduct of the business of the Parent and the Subsidiaries and which do not secure any indebtedness;

(25) Liens (a) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (b) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business, including Liens encumbering reasonable customary initial deposits and margin deposits;

(26) ground leases in respect of real property on which facilities owned or leased by the Parent or any of its Subsidiaries are located and other Liens affecting the interest of any landlord (and any underlying landlord) of any real property leased by the Parent or any Subsidiary;

(27) Liens to secure contractual payments (contingent or otherwise) payable by the Parent or its Subsidiaries to a seller after the consummation of an acquisition of a product, business, license or other assets;

(28) Liens on any assets held by a Trustee (i) under any indenture or other debt instrument where the proceeds of the securities issued thereunder are held in escrow pursuant to customary escrow arrangements pending the release thereof, and (ii) under any indenture pursuant to customary discharge, redemption or defeasance provisions;

(29) any interest or title of a lessor or licensor under any lease, sublease, license or sublicense entered into by the Parent or any Subsidiary (A) existing on the Issue Date (but not created in contemplation hereof), (B) entered into in the ordinary course of its business or (C) entered into in connection with an acquisition;

(30) usual and customary Liens incurred to secure ACH Indebtedness, business credit card programs, and netting services, overdrafts and related liabilities arising from treasury, depositary and cash management services and Liens in the nature of the right of setoff in favor of counterparties to contractual agreements with the Parent and its Subsidiaries in the ordinary course of business;

(31) Liens on deposits or other amounts held in escrow to secure payments (contingent or otherwise) payable by the Parent or any of its Subsidiaries with respect to the settlement, satisfaction, compromise or resolution or judgments, litigation, arbitration or other disputes;

(32) other Liens securing Indebtedness For Borrowed Money to the extent such Indebtedness For Borrowed Money, when taken together with all other Indebtedness For Borrowed Money secured by Liens incurred pursuant to this clause (32) that are at that time outstanding, do not exceed the greater of (a) $1,000.0 million and (b) 5% of Consolidated Total Assets of the Parent and its Subsidiaries as of the most recent balance sheet of the Parent;

(33) Liens on Securitization Assets in connection with Qualified Securitization Financing or a Qualified Receivables Factoring or Liens existing by reason of other contractual requirements of a Securitization Subsidiary or any Qualified Securitization Financing or Qualified Receivables Factoring;

(34) purchase options, calls and similar rights of, and restrictions for the benefit of, a third party with respect to Equity Interests held by the Parent or any Subsidiary in joint ventures; and

(35) Liens securing the Headquarters arising as a result of a Sale and Leaseback Transaction thereof.

For the avoidance of doubt, the inclusion of any specific Lien in the definition of Permitted Liens shall not give rise to any implication that the obligations secured by such Lien constitute Indebtedness For Borrowed Money.

For purposes of determining compliance with this definition, (A) Permitted Liens need not be incurred solely by reference to one category of Permitted Liens described above but are permitted to be incurred in part under any combination thereof and (B) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens described above, the Parent may, in its sole discretion, classify or reclassify such item of Permitted Liens (or any portion thereof) in any manner that complies with this definition and the Parent may divide and classify a Lien in more than one of the types of Permitted Liens in one of the above clauses.

"*Pounds Sterling*" means the lawful currency of the United Kingdom.

"*Qualified Receivables Factoring*" means any transaction or series of transactions that may be entered into by the Parent or any Subsidiary pursuant to which the Parent or such Subsidiary may sell, convey, assign or otherwise transfer Securitization Assets (which may include a backup or precautionary grant of security interest in such Securitization Assets so sold, conveyed, assigned or otherwise transferred or purported to be so sold, conveyed, assigned or otherwise transferred) to any Person other than a Securitization Subsidiary, which may include Standard Securitization Undertakings. The grant of a security interest in any accounts receivable of the Parent or any of its Subsidiaries to secure the Obligations shall not be deemed to be a Qualified Receivables Factoring.

"*Qualified Securitization Financing*" means any Securitization Financing of a Securitization Subsidiary that meets the following conditions: (a) such Qualified Securitization Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Parent and the Securitization Subsidiary as determined by the Parent in good faith and (b) all sales and/or contributions of Securitization Assets and related assets to the Securitization Subsidiary are made at fair market value as determined by the Parent in good faith. The grant of a security interest in any Securitization Assets of the Parent or any of its Subsidiaries (other than a Securitization Subsidiary) to secure Indebtedness For Borrowed Money under any indenture prior to engaging in any Securitization Financing shall not be deemed a Qualified Securitization Financing.

"*Rating Agencies*" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Parent as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

"*Rating Event*" means (1) with respect to the 2027 Notes, the rating on the 2027 Notes is lowered by at least two of the three Rating Agencies and the 2027 Notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies, (2) with respect to the 2029 Notes, the rating on the 2029 Notes is lowered by at least two of the three Rating Agencies and the 2029 Notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies, and (3) with respect to the 2034 Notes, the rating on the 2034 Notes is lowered by at least two of the three Rating Agencies and the 2034 Notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies, in each case, on any date from the date of the first public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following such public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the applicable Notes is under publicly announced consideration for possible downgrade by at least two of the Rating Agencies); *provided* that a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform us that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Rating Event). The Trustee shall not be responsible for monitoring our rating status, making any request upon any Rating Agency, or determining whether any Rating Event with respect to the Notes has occurred.

"*Receivables Repurchase Obligation*" means any obligation of a seller of receivables in a Qualified Receivables Factoring or Qualified Securitization Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller, in each case, that are customary (as determined in good faith by the Parent) for non-recourse receivables financings.

"*S&P*" means S&P Global Ratings, a business unit of S&P Global Inc., and any successor to its rating agency business.

"*Sale and Leaseback Transaction*" means any sale or other transfer of any property or asset by any Person with the intent to lease such property or asset as lessee.

"*Securities*" means the "Notes" as defined in the Base Indenture.

"*Securitization Assets*" means (a) the accounts receivable, royalty or other revenue streams and other rights to payment and other assets related thereto and the proceeds thereof and (b) contract rights, lockbox accounts and records with respect to such accounts receivable and any other assets customarily transferred together with accounts receivable in a securitization financing.

"*Securitization Financing*" means any transaction or series of transactions that may be entered into by the Parent or any of its Subsidiaries pursuant to which the Parent or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Securitization Subsidiary (in the case of a transfer by the Parent or any of its Subsidiaries) or (b) any other Person (in the case of a transfer by a Securitization Subsidiary), or may grant a security interest in (which in either case may include a backup or precautionary grant) any Securitization Assets of the Parent or any of its Subsidiaries, and any assets related thereto, including all collateral securing such Securitization Assets, all contracts and all guarantees or other obligations in respect of such Securitization Assets, proceeds of such Securitization Assets and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving Securitization Assets.

"*Securitization Subsidiary*" means a wholly-owned Subsidiary of the Parent (or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Parent or any Subsidiary of the Parent makes an investment and to which the Parent or any Subsidiary of the Parent transfers Securitization Assets and related assets) that engages in no activities other than in connection with the financing of Securitization Assets of the Parent or its Subsidiaries, all proceeds thereof and all rights (contingent and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors or such other Person (as provided below) as a Securitization Subsidiary.

"*Security Agreement*" means that certain U.S. Pledge and Security Agreement, to be entered into by and among each of the grantors party thereto and the Notes Collateral Agent.

"*Senior Secured Credit Facilities*" means the revolving credit facility and term loan facilities under the Credit Agreement, dated as of July 1, 2021, as amended on November 29, 2022, May 2, 2023, March 14, 2024 and as further amended, restated, modified and supplemented from time to time, including, in each case, any related notes, mortgages, letters of credit, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any appendices, exhibits, annexes or schedules to any of the foregoing (as the same may be in effect from time to time) and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof (whether with the original agents and lenders or other agents or lenders or otherwise, and whether provided under the original credit agreement or other credit agreements or otherwise) and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that extend, replace, refund, replace, exchange, refinance, renew or defease any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding, exchange or refinancing facility or indenture that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds "Restricted Subsidiaries" (as defined therein) as additional borrowers or guarantors thereunder and whether by the same or any other agent, Trustee, lender or group of lenders, investors, holders or otherwise.

"*Series of First Priority Obligations*" means (i) the Notes, (ii) the obligations under the Senior Secured Credit Facilities, (iii) the obligations under the Existing Notes and (iv) each other issuance or incurrence of indebtedness constituting First Priority Obligations that is secured on a *pari passu* basis with the foregoing.

"*Shared Collateral*" means, at any time, Collateral in which the holders of two or more Series of First Priority Obligations (or their respective collateral agents) hold a valid and perfected security interest at such time. If more than two Series of First Priority Obligations are outstanding at any time and the holders of less than all Series of First Priority Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of First Priority Obligations that hold a valid and perfected security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in such Collateral at such time.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X under the Securities Act.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by the Parent or any Subsidiary of the Parent that are customary (as determined by the Parent in good faith) in a Securitization Financing or a Qualified Receivables Factoring, including without limitation those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that a Receivables Repurchase Obligations shall be deemed to be a Standard Securitization Undertaking.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness For Borrowed Money, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness For Borrowed Money as of its date of issue, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Swap Agreement*" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Parent or its Subsidiaries shall be a Swap Agreement.

"*Treasury Management Arrangement*" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse transfers, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting, trade finance services and other cash management services.

"*UCC*" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"*U.S. Corporate Subsidiary*" means a Domestic Subsidiary of the Parent that is treated as a corporation for U.S. federal income tax purposes.

Section 1.02 *Other Definitions.*

Term	**Defined in Section**
"*Additional Notes*"	2.03
"*Alternate Offer*"	4.02
"*Change of Control Offer*"	4.02
"*Change of Control Payment*"	4.02
"*Junior Lien Intercreditor Agreement*"	8.02
"*Par Call Date*"	3.01
"*Purchase Date*"	3.04
"*Tax Redemption Date*"	3.02
"*Treasury Rate*"	3.01

Section 1.03 *Rules of Construction.*

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) "will" shall be interpreted to express a command;

(f) provisions apply to successive events and transactions; and

(g) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time.

Section 1.04 *Luxembourg Terms.*

Words in the English language used in this First Supplemental Indenture to describe Luxembourg law concepts only intend to describe such concepts and the consequences of the use of those words in English law or any other foreign law are to be disregarded.

Without prejudice to the generality of any provision of this First Supplemental Indenture, to the extent this First Supplemental Indenture relates to any Luxembourg Guarantor or any entity incorporated or existing under the laws of Luxembourg, a reference to: (a) a winding-up, administration or dissolution includes, without limitation, bankruptcy (*faillite*), insolvency, liquidation, moratorium or reprieve from payment (*sursis de paiement*), administrative dissolution without liquidation (*dissolution administrative sans liquidation*), fraudulent conveyance (*actio pauliana*), out-of-court mutual agreement (réorganisation extra-judiciaire *par accord amiable*), judicial reorganisation in the form of a stay to enter into a mutual agreement (*sursis en vue de la conclusion d'un accord amiable*), judicial reorganisation by collective agreement(*réorganisation judiciaire par accord collectif*), judicial reorganisation by transfer of assets or activities (*réorganisation judiciaire par transfert sous autorité de justice*), conciliation (*conciliation*) or protective measures (*mesures en vue de préserver les entreprises*)**,** general settlement with creditors, reorganization or similar laws affecting the rights of creditors generally; (b) a receiver, administrative receiver, administrator, trustee, custodian, sequestrator, conservator or similar officer appointed for the reorganization or liquidation of the business of a Person includes, without limitation, a *juge-commissaire*, *mandataire judiciaire*, conciliateur, *liquidateur,* or *curateur*; (c) a lien or security interest includes any *hypothèque, nantissement, gage, privilège, sûreté réelle, droit de rétention* and any type of security in rem (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security; (d) a person being unable to pay its debts includes that person being in a state of *cessation de paiements*; (e) creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*); (f) by-laws or constitutional documents includes its up-to-date (restated) articles of association (*statuts coordonnés*) and (g) a director, a manager or officer includes an *administrateur* or a *gérant*.

ARTICLE 2
THE NOTES

Section 2.01 *Creation of Notes; Designations.*

In accordance with Section 2.01 of the Base Indenture, the Issuer hereby creates three Series of Notes issued pursuant to the Indenture. The Notes of these Series shall be known and designated as the "5.809% Senior Secured Notes due 2027", "5.849% Senior Secured Notes due 2029" and "6.000% Senior Secured Notes due 2034", respectively, of the Issuer. The Notes of each Series shall be entitled to the benefits of the Note Guarantee of each Guarantor signatory hereto, or that may hereafter execute a supplemental indenture in accordance with Section 10.03 of the Base Indenture, each such Note Guarantee to be governed by Article 10 of the Base Indenture (including, without limitation, the provisions for release of such Note Guarantee in respect of the Notes of these Series pursuant to Section 10.04 of the Base Indenture, as supplemented by Article 5 of this First Supplemental Indenture).

Section 2.02 *Forms Generally.*

(a) General. The 2027 Notes and the Trustee's certificate of authentication with respect to the 2027 Notes will be substantially in the form of Exhibit A hereto. The 2029 Notes and the Trustee's certificate of authentication with respect to the 2029 Notes will be substantially in the form of Exhibit B hereto. The 2034 Notes and the Trustee's certificate of authentication with respect to the 2034 Notes will be substantially in the form of Exhibit C hereto. The Notes of each Series may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note of each Series will be dated the date of its authentication. The Notes of each Series shall be in minimum denominations of $200,000 and integral multiples of $1,000.

The terms and provisions contained in the Notes of each Series will constitute, and are hereby expressly made, a part of this First Supplemental Indenture and the Issuer, the Guarantors and the Trustee, by their execution and delivery of this First Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any such Note conflicts with the express provisions of this First Supplemental Indenture, the provisions of this First Supplemental Indenture shall govern and be controlling.

(b) Global Notes. The 2027 Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). The 2027 Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). The 2029 Notes issued in global form will be substantially in the form of Exhibit B hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). The 2029 Notes issued in definitive form will be substantially in the form of Exhibit B hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). The 2034 Notes issued in global form will be substantially in the form of Exhibit C hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). The 2034 Notes issued in definitive form will be substantially in the form of Exhibit C hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note will represent such of the outstanding Notes of each Series as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes of each Series from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes of each Series represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes of each Series represented thereby will be made by the Trustee or the Notes Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof.

Section 2.03 *Title and Terms of Notes.*

The aggregate principal amount of (i) 2027 Notes which shall be authenticated and delivered on the Issue Date under the Indenture shall be $750,000,000, (ii) 2029 Notes which shall be authenticated and delivered on the Issue Date under the Indenture shall be $750,000,000 and (iii) 2034 Notes which shall be authenticated and delivered on the Issue Date under the Indenture shall be $500,000,000; *provided*, *however*, the Issuer from time to time, without giving notice to or seeking the consent of the Holders of Notes of any Series, may issue additional notes ("*Additional Notes*") of a Series in any amount having the same terms as Notes of such Series in all respects, except for the issue date, the issue price and the initial interest payment date. Any such Additional Notes shall be authenticated by the Trustee upon receipt of an Authentication Order to that effect, and when so authenticated, will constitute "*Notes*" for all purposes of the Indenture and will (together with all other Notes of such Series issued under the Indenture) constitute a single Series of Notes of such Series under the Indenture; *provided* that if such Additional Notes are not fungible with the Notes of such Series for U.S. federal income tax purposes, as applicable, as determined by the Issuer, such Additional Notes may have a separate CUSIP number.

(2) (i) The 2027 Notes issued on the Issue Date will be issued at an issue price of 100.000% of the principal amount thereof, (ii) the 2029 Notes issued on the Issue Date will be issued at an issue price of 100.000% of the principal amount thereof and (iii) the 2034 Notes issued on the Issue Date will be issued at an issue price of 99.896% of the principal amount thereof.

(3) The principal amount of the 2027 Notes is due and payable in full as set forth in Exhibit A. The principal amount of the 2029 Notes is due and payable in full as set forth in Exhibit B. The principal amount of the 2034 Notes is due and payable in full as set forth in Exhibit C.

(4) The rate or rates at which the Notes of each Series shall bear interest, the date or dates from which such interest shall accrue, the interest payment dates on which any such interest shall be payable and the regular record date for any interest payable on any interest payment date, in each case, shall be as set forth in the form of the Note as set forth in Exhibit A (in the case of 2027 Notes), Exhibit B (in the case of 2029 Notes) and Exhibit C (in the case of 2034 Notes).

(5) Other than as provided in Article 3 of this First Supplemental Indenture and Article 3 of the Base Indenture, the Notes of each Series issued hereunder shall not be redeemable.

(6) The Notes of each Series will initially be evidenced by one or more Global Notes issued in the name of Cede & Co., as nominee of The Depository Trust Company.

Section 2.04 *Collateral Documents; Intercreditor Agreements.*

By their acceptance of the Notes, each Holder of Notes hereby authorize and direct the Trustee and the Notes Collateral Agent, as the case may be, to execute and deliver a joinder to the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, if any, and any other Collateral Documents in which the Trustee or the Notes Collateral Agent, as applicable, is named as a party, including any Collateral Documents executed on or after the Issue Date. It is hereby expressly acknowledged and agreed that, in doing so, the Trustee and the Notes Collateral Agent are not responsible for the terms or contents of such agreements, or for the validity or enforceability thereof, or the sufficiency thereof for any purpose. Whether or not so expressly stated therein, in entering into, or taking (or forbearing from) any action under, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, if any, or any other Collateral Documents, the Trustee and the Notes Collateral Agent each shall have all of the rights, privileges, benefits, immunities, indemnities and other protections granted to it under the Indenture (in addition to those that may be granted to it under the terms of such other agreement or agreements).

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01 *Optional Redemption.*

Prior to the applicable Par Call Date with respect to each Series of Notes, the Issuer may redeem the Notes of such Series at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming that such Notes matured on their applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined below) plus 15 basis points in the case of the 2027 Notes, 20 basis points in the case of the 2029 Notes and 25 basis points in the case of the 2034 Notes, less unpaid interest accrued to the date of redemption (any excess of the amount described in this bullet point over the amount described in Section 3.01(b), the "*Applicable Premium*"); and

(b) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date, as calculated by the Issuer, which the Trustee shall not be required to review, investigate or verify.

On or after the applicable Par Call Date with respect to each Series of Notes, the Issuer may redeem the Notes of such Series, in whole or in part, at any time or from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

"*Par Call Date*" means (i) with respect to the 2027 Notes, April 8, 2027 (one month prior to the maturity date of the 2027 Notes), (ii) with respect to the 2029 Notes, April 8, 2029 (one month prior to the maturity date of the 2029 Notes) and (iii) with respect to the 2034 Notes, February 8, 2034 (three months prior to the maturity date of the 2034 Notes).

"*Treasury Rate*" means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

Section 3.02 *Mandatory Redemption.*

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Section 3.03 *Optional Redemption for Changes in Taxes.*

The Issuer may redeem the Notes of any Series, in whole but not in part, at its discretion at any time upon giving not less than 10 nor more than 60 days' notice to the Holders thereof (which notice shall be irrevocable and given in accordance with the procedures described in Sections 3.02 and 3.03 of the Base Indenture), at a redemption price equal to 100% of the principal amount of Notes redeemed, plus accrued and unpaid interest to, but not including, the date of redemption (a "*Tax Redemption Date*") and all Additional Amounts (if any) then due and that may become due on the Tax Redemption Date as a result of the redemption or otherwise (subject to the right of Holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof if such Notes have not been redeemed or repurchased prior to such date), if, as a result of any change in, or amendment to, the laws, regulations, rulings or treaties of any relevant Tax Jurisdiction affecting taxation, or any change in, or amendment to, the official position regarding the application, administration or interpretation of such laws, regulations, rulings or treaties (including by virtue of a holding, judgment or order by a court of competent jurisdiction or a change in official administrative practice), which change or amendment has not been publicly announced before, and which becomes effective after, the Issue Date (or, if the relevant Tax Jurisdiction became a Tax Jurisdiction on a date after the Issue Date, such later date):

(a) on the next date on which any amount would be payable in respect of such Notes, the Issuer or any Guarantor is or would be required to pay Additional Amounts, and the Issuer or such Guarantor (but, in the case of a Guarantor, only if the payment giving rise to such requirement cannot be made by the Issuer or another Guarantor without the obligation to pay Additional Amounts) cannot avoid any such payment obligation by taking reasonable measures available to them (including, for the avoidance of doubt, the appointment of a new Paying Agent); or

(b) the Parent or any of its Subsidiaries would have to deduct or withhold any Tax on any payment to the Issuer to enable the Issuer to make any payment of principal, interest or other amounts on any such Notes and such withholding tax obligation cannot be avoided by the use of reasonable measures available to the Parent or its Affiliates (including, for the avoidance of doubt, the appointment of a new Paying Agent or, if reasonable, the making of any such intercompany payment via a loan or other available means).

The Issuer will not give any such notice of redemption earlier than 60 days prior to the earliest date on which the Issuer or the applicable Guarantor would be obligated to make such payment, deduction or withholding if a payment in respect of the Notes were then due and at the time such notice is given, the obligation to pay Additional Amounts or to make a withholding or deduction, as applicable must remain in effect. Prior to the publication or, where relevant, mailing of any notice of redemption of the Notes of any Series pursuant to the foregoing, the Issuer will deliver to the Trustee an opinion of independent tax counsel of recognized standing (which counsel shall be reasonably acceptable to the Trustee) attesting to the effect that the conditions for redemption specified above have been satisfied (which opinion, for the avoidance of doubt, shall not be required to include an opinion as to whether "reasonable efforts" could be undertaken to avoid the otherwise applicable obligations). In addition, before the Issuer publishes or mails notice of redemption of the Notes pursuant to the forgoing, it will deliver to the Trustee an Officer's Certificate to the effect that it cannot avoid the obligation to pay Additional Amounts or to deduct or withhold, as applicable, by taking reasonable measures available to it.

The Trustee will accept and shall be entitled to conclusively rely on such Officer's Certificate and opinion of counsel as sufficient evidence of the existence and satisfaction of the conditions as described above, in which event it will be conclusive and binding on all of the holders.

Section 3.04 *Optional Redemption Procedures.*

The provisions of Article 3 of the Base Indenture shall apply in the case of a redemption pursuant to Article 3 of this First Supplemental Indenture solely for the benefit of the Holders of the Notes; *provided* that this Section 3.04 shall not become part of the terms of any other Series of Securities:

(a) The following language shall be added after the end of the final paragraph of Section 3.03 of the Base Indenture:

"Notice of any redemption of the Notes of a Series in connection with a corporate transaction may, at the Issuer's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the redemption date may be delayed until such time (including more than 60 days after the date the notice of redemption or offer to purchase was sent) as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the redemption date, or by the redemption date as so delayed. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person."

Section 3.05 *Offer to Purchase.*

In the event that, pursuant to Section 4.02 hereof, the Issuer is required to commence an Offer to Purchase, it will follow the procedures specified below.

In connection with any Offer to Purchase, the Issuer will mail a notice to each Holder describing the transaction or transactions that give rise to such Offer to Purchase and offering to repurchase Notes on the date specified in the notice (the "*Purchase Date*"), which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed. The purchase price for the Offer to Purchase shall be as set forth in Section 4.02; provided that if the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date.

The notice will contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Offer to Purchase. The notice, which will govern the terms of the Offer to Purchase, will state:

(a) that the Offer to Purchase is being made pursuant to this Section 3.05 and Section 4.02 hereof and the length of time the Offer to Purchase will remain open;

(b) the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment will continue to accrete or accrue interest;

(d) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Offer to Purchase will cease to accrete or accrue interest after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to an Offer to Purchase may elect to have Notes purchased in denominations of $200,000 or an integral multiple of $1,000 in excess thereof;

(f) that Holders electing to have Notes purchased pursuant to any Offer to Purchase will be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Issuer, a Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(g) that Holders whose Notes were purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On the applicable Purchase Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Offer to Purchase;

(2) deposit with the Paying Agent an amount equal to the purchase price in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer pursuant to this Section 3.05 and a written order to cancel those Notes (in accordance with the Trustee's procedures).

The Issuer, the Depositary or the Paying Agent, as the case may be, will promptly deliver to each Holder of Notes properly tendered the purchase price for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Offer to Purchase on or as soon as practicable after the Purchase Date.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Offer to Purchase. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture governing such Offer to Purchase, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under such provisions of the Indenture by virtue of such compliance.

The provisions under this First Supplemental Indenture relative to the Issuer's obligation to make any Offer to Purchase may be waived or modified with the consent of the Holders of a majority in principal amount of the Notes.

ARTICLE 4
CERTAIN COVENANTS

Unless otherwise noted, the following covenants will apply to the Notes in addition to the covenants in Article 4 of the Base Indenture:

Section 4.01 *Liens.*

(a) The Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or permit to exist any Lien on any of its assets (including Equity Interests of a Subsidiary), whether owned at the Issue Date or thereafter acquired, securing Indebtedness For Borrowed Money, other than Permitted Liens, without effectively providing that the Notes shall be secured, equally and ratably, on such assets of the Parent or such Subsidiary with (or senior or prior to) the Indebtedness For Borrowed Money so secured for so long as such Indebtedness For Borrowed Money is so secured.

(b) Any Lien created for the benefit of the Holders of the Notes pursuant to clause (a) immediately above shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien that gave rise to such Lien created for the benefit of the Holders of the Notes.

(c) Additionally, prior to a Collateral Release Event, the Parent will not, and will not permit any Subsidiary to, directly or indirectly, incur any Lien on any of its assets (including Equity Interests of a Subsidiary), whether owned at the Issue Date or thereafter acquired, to secure Equally and Ratably Secured Indebtedness without effectively providing that the Notes shall be secured equally and ratably on the assets of the Parent or such Subsidiary with (or senior or prior to) the Equally and Ratably Secured Indebtedness so secured for so long as such indebtedness is so secured.

(d) Any Lien created for the benefit of the Holders of the Notes pursuant to clause (c) immediately above will provide by its terms that such Lien will be automatically and unconditionally released and discharged upon the release and discharge of the Lien that gave rise to such Lien created for the benefit of the Holders of the Notes.

(e) This Section 4.01 requires only equal and ratable treatment in the application of proceeds of Collateral and does not require that the trustee have any ability to control the Collateral or the enforcement of remedies.

(f) The reference to assets in clauses (a) and (c) above means the assets of the Parent or any Subsidiary at the time of creation, incurrence or assumption of the Lien.

(g) The foregoing restrictions do not apply to extensions, renewals or replacements of any Indebtedness For Borrowed Money (and any successive extensions, renewals or replacements of such Indebtedness For Borrowed Money) secured by the foregoing types of Liens, so long as the principal amount of Indebtedness For Borrowed Money secured thereby shall not exceed the amount of such Indebtedness For Borrowed Money secured by the foregoing Liens existing at the time of such extension, renewal or replacement (plus an amount equal to any premiums, accrued interest, fees, expenses or other costs payable in connection therewith).

(h) Further, an increase in the amount of Indebtedness For Borrowed Money in connection with any accrual of interest, accretion of accreted value, amortization of original issue discount, payment of interest in the form of additional Indebtedness For Borrowed Money with the same terms, and accretion of original issue discount and increases in the amount of Indebtedness For Borrowed Money outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness For Borrowed Money, shall not constitute an incurrence or assumption for the purposes of this covenant, so long as the original Liens securing such Indebtedness For Borrowed Money were permitted under the indenture.

Section 4.02 *Offer to Repurchase Upon Change of Control Triggering Event.*

(a) If a Change of Control Triggering Event occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes pursuant to Section 3.01, within 30 days following such Change of Control Triggering Event, the Issuer will make an Offer to Purchase all of the Notes (a "*Change of Control Offer*") on the terms set forth in the Indenture and in compliance with Section 3.05. In the Change of Control Offer, the Issuer will offer to purchase all of the Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but not including, the date of purchase (the "*Change of Control Payment*") (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date if the Notes have not been redeemed or repurchased prior to such date).

(b) Notwithstanding anything to the contrary in this Section 4.02, the Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, (2) in connection with or in contemplation of any Change of Control, the Issuer (or any Affiliate of the Issuer) has made an offer to purchase (an "*Alternate Offer")* any and all Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Notes properly tendered in accordance with the terms of the Alternate Offer or (3) notice of redemption has been given pursuant to Section 3.07 under the Indenture, unless and until there is a default in payment of the applicable redemption price.

Notwithstanding anything to the contrary contained herein, a Change of Control Offer or Alternate Offer may be made in advance of a Change of Control Triggering Event, which may be conditioned upon the consummation of such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control Triggering Event at the time the Change of Control Offer or Alternate Offer is made.

A Change of Control Offer or Alternate Offer may be made at the same time as consents are solicited with respect to an amendment, supplement or waiver of the Indenture, the Notes, the Note Guarantees and/or the Collateral Documents (but the Change of Control Offer may not condition tenders on the delivery of such consents).

Section 4.03 *Additional Note Guarantees.*

Until the occurrence of a Collateral Release Event, if any direct or indirect Subsidiary of the Parent that is not a Guarantor (other than an Excluded Subsidiary or the Issuer) becomes a guarantor or obligor in respect of the Senior Secured Credit Facilities, within 60 days of such event the Parent will, subject to applicable law and the Agreed Guarantee and Security Principles, cause such Subsidiary to enter into (i) a supplemental indenture pursuant to which such Subsidiary shall agree to Guarantee the Issuer's Obligations under the Notes, fully and unconditionally and on a senior secured basis and (ii) supplements or joinders to the Collateral Documents or new Collateral Documents together with any other filings, actions and agreements required by the Collateral Documents to create or perfect the security interests for the benefit of the Holders of the Notes in the Collateral of such Subsidiary subject to the Agreed Guarantee and Security Principles. The Parent also may, at any time, cause a Subsidiary to become a Guarantor by executing and delivering a supplemental indenture providing for the Guarantee of payment of the Notes by such Subsidiary on the basis provided in the Indenture. Any such supplemental indenture may be in the form of such supplemental indenture attached as Exhibit D hereto or such other form as agreed between the Issuer, the applicable Guarantor and the Trustee.

If any Guarantor becomes an Excluded Subsidiary, the Parent shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Excluded Subsidiary to cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Excluded Subsidiary; *provided*, *further*, that such Excluded Subsidiary that ceased to be a Guarantor pursuant to the foregoing shall not be permitted to Guarantee the Senior Secured Credit Facilities, unless it again becomes a Guarantor.

Section 4.04 *Additional Amounts.*

For purposes of this First Supplemental Indenture, Sections 4.06(i) and (j) of the Base Indenture shall be amended and restated as follows, with other information in the Base Indenture deemed to have changed to the extent affected thereby; *provided* that this Section 4.04 shall not become part of the terms of any other Series of Securities:

"(i) any (i) Luxembourg withholding tax due under the so-called Luxembourg Relibi Law dated 23 December 2005 by the Grand-Duchy of Luxembourg or (ii) Luxembourg registration duties (droits d'enregistrement) payable due to a registration, submission or filing by any holder or beneficial owner of any Note or Note Guarantee thereof, except if such registration, submission or filing is required to maintain, establish, enforce or preserve the rights of such holder or beneficial owner under such Note or Note Guarantee thereof; or

(j) any combination of the foregoing clauses (a) through (i) above."

Section 4.05 *After-Acquired Property.*

(a) Subject to the foregoing, prior to a Collateral Release Event, if property that is intended to be Collateral (other than Excluded Assets) is acquired by the Issuer or a Guarantor (including property of a Person that becomes a new Guarantor) after the Issue Date and is not automatically subject to a perfected security interest under the Collateral Documents, then the Issuer or such Guarantor will provide a lien over such property consistent with the Liens granted over similar property in the applicable jurisdiction (or in the case of any jurisdiction where no liens were previously granted, to the extent in a Covered Jurisdiction and consistent with the Agreed Guarantee and Security Principles) (or, in the case of a new Guarantor, such of its property consistent with the Liens granted over similar property in the applicable jurisdiction (or in the case of any jurisdiction where no liens were previously granted, to the extent in a Covered Jurisdiction and consistent with the Agreed Guarantee and Security Principles)) in favor of the Notes Collateral Agent and deliver certain agreements, documents, security instruments and certificates in respect thereof, all as and to the extent required by the Indenture, the First Lien Intercreditor Agreement or the Collateral Documents; *provided* that no Opinions of Counsel will be required to be provided; *provided further* that, while any obligations under the Senior Secured Credit Facilities are outstanding, this paragraph shall only apply to Collateral that is also pledged to secure the obligations under the Senior Secured Credit Facilities (including property of a Person that becomes a new Guarantor) after the Issue Date.

(b) Notwithstanding anything in the Indenture or the Collateral Documents to the contrary, in addition to the other exceptions and limitations described in the Collateral Documents, and notwithstanding any action that is taken in favor of the lenders under the Senior Secured Credit Facilities, none of the Issuer or any Guarantor shall have any obligation to (A) enter into control agreements with respect to any security interest or lien in any Deposit Account or Securities Account (in each case, as defined in the UCC) included in the Collateral or provide fixed security over bank accounts, (B) perfect any security interest or lien in any intellectual property included in the Collateral in any jurisdiction other than in the United States, and solely with respect to Material Intellectual Property, Ireland or Luxembourg, (C) to obtain any landlord waivers, estoppels or collateral access letters, (D) perfect a security interest in any letter of credit rights, other than the filing of a UCC financing statement, (E) pledge Equity Interests of any partnership, joint venture or non-wholly-owned Subsidiary which are not permitted to be pledged pursuant to the terms of such partnership's, joint venture's or non-wholly-owned Subsidiary's organizational, joint venture or equivalent documents (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law) or (F) enter into any Collateral Documents or take any perfection steps outside of the jurisdiction of organization of such Issuer or Guarantor (other than the recordation of patent, trademark and copyright security agreements in the United States Patent and Trademark Office and the United States Copyright Office).

Section 4.06 *No Impairment of the Security Interests.*

Except as otherwise permitted under this First Supplemental Indenture (including, for the avoidance of doubt, pursuant to a transaction otherwise permitted by this First Supplemental Indenture), the First Lien Intercreditor Agreement and the Collateral Documents, none of the Issuer nor any of the Guarantors shall be permitted to take any action, or knowingly omit to take any action, which action or omission would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee, the Notes Collateral Agent and the Holders of the Notes.

ARTICLE 5
NOTE GUARANTEES

Section 5.01 *Guarantees.*

Article 10 of the Base Indenture shall apply to the Notes for the benefit of the Holders of the Notes. The Notes of each Series issued pursuant to this First Supplemental Indenture shall have the benefit of Guarantees by the Subsidiary Guarantors party to this First Supplemental Indenture, including any Subsidiary that becomes a Guarantor pursuant to Section 4.03 hereof; *provided* that this Section 5.01 shall not become part of the terms of any other Series of Securities.

Section 5.02 *Release of Guarantees.*

The Note Guarantee of the Parent shall be released in accordance with Section 10.04 of the Base Indenture. Any Subsidiary Guarantor of each Series of Notes under this First Supplemental Indenture will be automatically and unconditionally released from all obligations under its Note Guarantee for such Series, and such Note Guarantee shall thereupon terminate and be discharged and of no further force and effect:

(a) concurrently with any sale, exchange, disposition or transfer (by merger or otherwise) of any Capital Stock, or all or substantially all assets, of such Guarantor in accordance with the applicable provisions of the Indenture following which such Guarantor is no longer a Subsidiary of the Parent or ceases to be organized in a Covered Jurisdiction;

(b) as to all Guarantors (other than the Parent), at the time of any Collateral Release Event;

(c) upon Legal Defeasance, Covenant Defeasance or satisfaction and discharge of this First Supplemental Indenture as to such Series of Notes as provided in Articles 8 and 11 of the Base Indenture; or

(d) upon the merger, amalgamation or consolidation of any Subsidiary Guarantor with an into the Parent, the Issuer or another Subsidiary Guarantor or upon the liquidation, dissolution or winding up of such Subsidiary Guarantor;

(e) upon the release of such Subsidiary Guarantor from its guarantee under the Senior Secured Credit Facilities (except in the case of a release from the repayment in full of the Senior Secured Credit Facilities); or

(f) upon such Subsidiary Guarantor becoming an Excluded Subsidiary.

Upon any occurrence giving rise to a release of a Note Guarantee, as specified in this Section 5.02, the Trustee, upon receipt of an Officer's Certificate from the Issuer in accordance with the provisions of Section 9.02 hereof, which the Trustee shall be entitled to rely on absolutely and without further inquiry, will take all necessary actions at the reasonable request and cost of the Issuer, to effectuate any release of a Note Guarantee in accordance with these provisions, subject to customary protections and indemnifications. Each of the releases set forth above shall be effected by the Trustee without the consent of the Holders and will not require any other action or consent on the part of the Trustee. None of the Issuer, the Trustee or any Guarantor will be required to make a notation on the Notes to reflect any such release, termination or discharge. The Issuer may in its sole discretion, and without prejudice to any future election in relation thereto, elect to have any Note Guarantee remain in place as opposed to being released.

Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 5.02 will remain liable for the full amount of principal of, premium on, if any, and interest on, the Notes for such Series and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Base Indenture.

Section 5.03 *Luxembourg Guarantee Limitation Language.*

(a) Notwithstanding anything to the contrary contained in this First Supplemental Indenture, the aggregate obligations and exposure of a Luxembourg Guarantor in respect of the Note Guarantees for the obligations of the Issuer shall be limited at any time to an aggregate amount not exceeding 95% of the greater of:

(1) An amount equal to the sum of the Luxembourg Guarantor's net assets (*capitaux propres*) (as referred to in Annex I to the Grand-Ducal regulation dated 18 December 2015 setting out the form and content of the presentation of the balance sheet and profit and loss account, enforcing the Luxembourg act of 19 December 2002 on the trade and companies register and the accounting and annual accounts of undertakings, as amended) (the "*Own Funds*"), as amended and its subordinated debt (*dettes subordonnées*), as reflected in the financial information of the Luxembourg Guarantor publicly available at the date of this First Supplemental Indenture (or its accession as a Luxembourg Guarantor, as the case may be), including, without limitation, its most recently and duly approved financial statements (*comptes annuels)* and any (unaudited) interim financial statements signed by its board of managers (*gérants*) or directors (*administrateurs*) (as the case may be); and

(2) an amount equal to the sum of the Luxembourg Guarantor's Own Funds and its subordinated debt (*dettes subordonnées*), as reflected in the financial information of the Luxembourg Guarantor available as at the date the guarantee is called, including, without limitation, its most recently and duly approved financial statements (*comptes annuels*) and any (unaudited) interim financial statements signed by its board of managers (*gérants*) or directors (*administrateurs*) (as the case may be).

(b) The limitation set forth at paragraph (a) above shall not apply to any amounts received under the Notes and made available, in any form whatsoever, to such Luxembourg Guarantor or any of its direct or indirect subsidiaries.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01 *Events of Default*. Section 6.01 of the Base Indenture shall be superseded in its entirety by the following language with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Section 6.01 shall not become part of the terms of any other Series of Securities:

Each of the following is an "*Event of Default*":

(1) default for 30 days in the payment when due of interest on the Notes of any Series;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes of any Series;

(3) failure by the Issuer or the Guarantors to comply with any of the other agreements in the Indenture (other than a failure that is the subject of clause (1) or (2)) for 60 days after receipt by the Parent of written notice of such failure from the Trustee (or receipt by the Parent and the Trustee of written notice of such failure from the Holders of at least 25% in aggregate principal amount of the then-outstanding Notes of such Series voting as a single class);

(4) one or more defaults shall have occurred under any of the agreements, indentures or instruments under which the Parent, the Issuer or any Significant Subsidiary has outstanding Indebtedness For Borrowed Money in excess of $250.0 million, individually or in the aggregate, and either (a) such default results from the failure to pay such Indebtedness For Borrowed Money at its stated final maturity and such default has not been cured or the Indebtedness For Borrowed Money repaid in full within 60 days of the default or (b) such default or defaults have resulted in the acceleration of the maturity of such Indebtedness For Borrowed Money and such acceleration has not been rescinded or such Indebtedness For Borrowed Money repaid in full within 60 days of the acceleration; *provided* that this clause (4) shall not apply to (i) secured Indebtedness For Borrowed Money that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness For Borrowed Money, (ii) any redemption, repurchase, conversion, exchange or settlement with respect to any debt securities or other Indebtedness For Borrowed Money, the terms of which provide for conversion into, or exchange for, Equity Interests of the Parent, cash in lieu thereof or a combination of Equity Interests and cash in lieu thereof pursuant to its terms unless such redemption, repurchase, conversion, exchange or settlement results from a default thereunder or an event of the type that constitutes an Event of Default, (iii) any early payment requirement or unwinding or termination with respect to any Hedge Agreement (other than any such payment requirement or termination resulting from a default by Parent or any Subsidiary) or (iv) Indebtedness For Borrowed Money of any Person whose Equity Interests are being acquired in a transaction otherwise permitted under the Indenture and which Indebtedness For Borrowed Money becomes due because of such transaction;

(5) any Note Guarantee by the Parent or a Significant Subsidiary shall for any reason cease to be, or shall for any reason be held in any judicial proceeding not to be, or asserted in writing by the Parent or such Significant Subsidiary not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated by the Indenture and any such Note Guarantee, and any such default continues for 10 days;

(6) the Parent, the Issuer or any Significant Subsidiary:

(A) commences a voluntary insolvency proceeding,

(B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding,

(C) consents to the appointment of a Bankruptcy Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors;

provided, *however*, that the liquidation of any Restricted Subsidiary into another Restricted Subsidiary, other than as part of a credit reorganization, shall not constitute an Event of Default under this Section 6.01(6);

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: and

(A) is for relief against the Parent, the Issuer or any Significant Subsidiary in an involuntary insolvency proceeding;

(B) appoints a Bankruptcy Custodian of the Parent, the Issuer or any Significant Subsidiary for all or substantially all of the property of the Parent, the Issuer or any Significant Subsidiary; or

(C) orders the liquidation of the Parent, the Issuer or any Significant Subsidiary; and the order or decree remains unstayed and in effect for 90 consecutive days.

(8) unless such Liens have been released in accordance with the provisions of the Collateral Document, liens with respect to all or substantially all of the Collateral cease to be valid or enforceable, or the Issuer shall assert or any Guarantor shall assert, in any pleading in any court of competent jurisdiction, that any such security interest are invalid or unenforceable and, in the case of any such Guarantor, the Issuer fails to cause such Guarantor to rescind such assertions within 30 days after the Issuer has actual knowledge of such assertions.

Section 6.02 *Waiver of Past Defaults.* Section 6.04 of the Base Indenture shall be amended by adding the following paragraph at the end thereof, with respect to, and solely for the benefit of the Holders of, the Notes; provided that this Section 6.02 shall not become part of the terms of any other Series of Securities:

"In the event of any Event of Default specified in Section 6.01(4) of the First Supplemental Indenture, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if after such Event of Default arose:

(a) the Indebtedness For Borrowed Money or guarantee that is the basis for such Event of Default has been discharged;

(b) the requisite number of Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(c) the default that is the basis for such Event of Default has been cured."

ARTICLE 7
COLLATERAL

Section 7.01 *Collateral Documents*

(a) Prior to a Collateral Release Event, the due and punctual payment of the principal of, premium and interest (including Additional Amounts, if any) on the Notes of each Series when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium and interest on the Notes of such Series and performance of all other Obligations of the Issuer and the Guarantors to the Holders or the Trustee under the Indenture, the Notes, the Note Guarantees and the Collateral Documents, according to the terms hereunder or thereunder, shall be secured as provided in the Collateral Documents, which define the terms of the Liens that secure the Obligations, subject to the terms of the First Lien Intercreditor Agreement. The Trustee and the Issuer hereby acknowledge and agree that the Notes Collateral Agent hold the Collateral in trust for the benefit of the Holders and the Trustee and pursuant to the terms of this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement. Each Holder, by accepting a Note of such Series, and each beneficial owner of an interest in a Note, consents and agrees to the terms of the Collateral Documents (including the provisions providing for the possession, use, release and foreclosure of Collateral) and the First Lien Intercreditor Agreement as the same may be in effect or may be amended from time to time in accordance with their terms and this First Supplemental Indenture and the First Lien Intercreditor Agreement, and authorizes and directs the Notes Collateral Agent to enter into the Collateral Documents and the First Lien Intercreditor Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith. Subject to the Agreed Guarantee and Security Principles, the Issuer shall deliver to the Notes Collateral Agent copies of all documents required to be filed pursuant to the Collateral Documents to which the Notes Collateral Agent is a party, and will do or cause to be done all such acts and things as may be reasonably required by the next sentence of this Section 7.01, to provide to the Notes Collateral Agent the security interest in the Collateral contemplated hereby and/or by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this First Supplemental Indenture and of the Notes of each Series secured hereby, according to the intent and purposes herein expressed. Subject to the Agreed Guarantee and Security Principles, the Issuer and the Guarantors shall take any and all actions and make all filings (including the filing of UCC financing statements, continuation statements and amendments thereto (or analogous procedures under the applicable laws in the relevant Covered Jurisdiction)) required to cause the Collateral Documents to create and maintain, as security for the First Priority Notes Obligations of the Issuer and the Guarantors to the First Lien Notes Secured Parties, a valid and enforceable perfected Lien and security interest in and on all of the Collateral (subject to the terms of the First Lien Intercreditor Agreement and the Collateral Documents), in favor of the Notes Collateral Agent for the benefit of the First Lien Notes Secured Parties subject to no Liens other than Permitted Liens.

(b) To the extent any assets owned by the Issuer or any Guarantor on the Issue Date (other than Excluded Assets) may not subject to a valid Lien in favor of the Notes Collateral Agent on or prior to the Issue Date or subject to a Lien in favor of the Notes Collateral Agent that is not granted or perfected on or prior to the Issue Date, the Issuer and the Guarantors shall use their commercially reasonable efforts to enter into Collateral Documents to create such Liens (including all Collateral Documents governed by the laws of each Covered Jurisdiction, except where pursuant to laws governing such assets or local practice applicable to such assets, such assets that were pledged to the Credit Agreement Administrative Agent are not capable of being pledged to the Notes Collateral Agent at the same time) and have all such Liens and any Liens created but not perfected (including by appropriate filings with the United States Patent and Trademark Office and United States Copyright Office) on or prior to the Issue Date perfected, subject to any limitations set forth in this First Supplemental Indenture and the Collateral Documents, including the Agreed Guarantee and Security Principles, within 120 days (subject to extension to be reasonably agreed upon by the Notes Collateral Agent), after the Issue Date.

Section 7.02 *Release of Collateral*

(a) The Liens securing the Notes of each Series, as applicable, will be automatically released, all without delivery of any instrument or performance of any act by any party, at any time and from time to time as provided by this Section 7.02. Upon such release, subject to the terms of the Collateral Documents, all rights in the released Collateral securing First Priority Notes Obligations shall revert to the Issuer and the Guarantors, as applicable. The Collateral securing the Notes of any Series shall be released from the Lien and security interest created by the Collateral Documents and the Notes Collateral Agent (subject to its receipt of an Officer's Certificate as provided below) shall execute documents evidencing such release, and the Trustee shall instruct the Notes Collateral Agent in writing to execute, as applicable, the same at the Issuer's sole cost and expense, under one or more of the following circumstances:

(i) in whole upon:

(A) payment in full of the principal of, together with accrued and unpaid interest (including Additional Amounts, if any) in respect of the Notes of such Series and all other Obligations under the Indenture, the Note Guarantees and the Collateral Documents (for the avoidance of doubt, other than contingent Obligations in respect of which no claims have been made) that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid with respect to such Series of Notes;

(B) satisfaction and discharge of the Indenture with respect to such Series of Notes as set forth under Section 11.01 of the Base Indenture;

(C) a Legal Defeasance or Covenant Defeasance of the Indenture with respect to such Series of Notes as set forth under Sections 8.02 or 8.03 of the Base Indenture, as applicable; or

(D) upon a Collateral Release Event;

(ii) in whole or in part, with the consent of Holders of the Notes of such Series in accordance with Article 9 of the Base Indenture including consents obtained in connection with a tender offer or exchange offer for, or purchase of, such Notes;

(iii) in part, as to any asset:

(A) (I) constituting Collateral that is sold or otherwise disposed of by the Issuer or any of the Guarantors to any Person that is not the Issuer or a Guarantor (or to a Person that is an Issuer or a Guarantor, in any jurisdiction outside of the United States, where, in order to effect a Disposition of such Collateral, the Lien on such assets is required to be released (provided that in the case of such Disposition to a Person that is the Issuer or a Guarantor outside of the United States, such other Person shall concurrently (or on such later date after the use of commercially reasonable efforts) grant a security interest on the released Collateral)), or

(II) constituting Shared Collateral, in accordance with the provisions of the First Lien Intercreditor Agreement,

(B) that is held by a Guarantor that ceases to be a Guarantor in accordance with the terms of this First Supplemental Indenture,

(C) that becomes Excluded Assets, including any asset that is not pledged to secure obligations arising in respect of the Senior Secured Credit Facilities (whether pursuant to the terms of the Senior Secured Credit Facilities (and any related documents) or as a result of any determination made thereunder, or by amendment, waiver or otherwise (other than releases in connection with the payment in full thereof),

(D) that is otherwise released in accordance with, and as expressly provided for by the terms of, this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents,

(E) in accordance with Section 4.01(b) and (d), or

(F) of the Issuer or a Guarantor that is a Securitization Asset subject to a Qualified Securitization Financing or a Qualified Receivables Factoring.

provided that, in the case of clause (iii)(A)(II), the proceeds of such Shared Collateral shall be applied in accordance with the First Lien Intercreditor Agreement.

(a) With respect to any release of Collateral or release of the Series of the Notes from the Liens securing such Notes, upon receipt of an Officer's Certificate stating that all conditions precedent under this First Supplemental Indenture and the Collateral Documents and the First Lien Intercreditor Agreement, as applicable, to such release have been met and that it is permitted for the Trustee and/or the Notes Collateral Agent to execute and deliver the documents requested by the Issuer in connection with such release, and any necessary or proper instruments of termination, satisfaction, discharge or release prepared by the Issuer, the Trustee shall, or shall cause the Notes Collateral Agent to, execute, deliver or acknowledge (at the Issuer's expense) such instruments or releases (whether electronically or in writing) to evidence, and shall do or cause to be done all other acts reasonably necessary to effect, in each case as soon as reasonably practicable, the release and discharge of any Collateral or any Notes of such Series permitted to be released pursuant to this First Supplemental Indenture or the Collateral Documents or the First Lien Intercreditor Agreement. Neither the Trustee nor the Notes Collateral Agent shall be liable for any such release undertaken in reliance upon any such Officer's Certificate, and notwithstanding any term hereof or in any Collateral Document or in the First Lien Intercreditor Agreement to the contrary, but without limiting any automatic release provided hereunder or under any Collateral Document, the Trustee and the Notes Collateral Agent shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release, satisfaction, discharge or termination, unless and until it receives such Officer's Certificate and Opinion of Counsel.

Any certificate or opinion required by Trust Indenture Act § 314(d) in connection with obtaining the release of Collateral may be made by an Officer of the Parent, except in cases where Trust Indenture Act § 314(d) requires that such certificate or opinion be made by an independent engineer, appraiser or other expert.

Notwithstanding anything to the contrary in this Section 7.02, the Parent and its Subsidiaries will not be required to comply with all or any portion of Trust Indenture Act § 314(d) if they determine in good faith, based on the advice of counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or the relevant portion of Trust Indenture Act § 314(d) is inapplicable to the released Collateral.

Without limiting the generality of the foregoing, certain "no action" letters issued by the SEC have permitted the release of Liens on collateral securing indebtedness issued under an indenture qualified under the Trust Indenture Act without requiring the issuer to provide certificates and other documents under Trust Indenture Act § 314(d) where such release occurs as a result of the release of such collateral from Liens securing a credit facility or other indebtedness. In addition, certain "no action" letters issued by the SEC have permitted the release of collateral from Liens securing indebtedness issued under an indenture qualified under the Trust Indenture Act resulting from transactions in the ordinary course of the Issuer's business without requiring the issuer to provide such certificates and other documents.

Section 7.03 *Suits to Protect the Collateral*

Subject to the provisions of Article 7 of the Base Indenture and the Collateral Documents and the First Lien Intercreditor Agreement, the Trustee, without the consent of the Holders of such Series, on behalf of the Holders, following the occurrence of an Event of Default that is continuing, may or may instruct the Notes Collateral Agent in writing to take all actions it reasonably determines are necessary in order to:

(a) enforce any of the terms of the Collateral Documents; and

(b) collect and receive any and all amounts payable in respect of the Obligations hereunder.

Subject to the provisions of the Collateral Documents and the First Lien Intercreditor Agreement, the Trustee and the Notes Collateral Agent shall have power to institute and to maintain such suits and proceedings as the Trustee may deem expedient to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Documents or this First Supplemental Indenture, and such suits and proceedings as the Trustee may determine to preserve or protect its interests and the interests of the Holders in the Collateral. Nothing in this Section 7.03 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Notes Collateral Agent.

Section 7.04 *Authorization of Receipt of Funds by the Trustee Under the Collateral Documents*

Subject to the provisions of the First Lien Intercreditor Agreement, the Trustee is authorized to receive any funds for the benefit of the Holders of any Series of Notes distributed under the Collateral Documents, and to make further distributions of such funds to the Holders of such Series of Notes according to the provisions of this First Supplemental Indenture.

Section 7.05 *Purchaser Protected*

In no event shall any purchaser or other transferee in good faith of any property or asset purported to be released hereunder be bound to ascertain the authority of the Notes Collateral Agent or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property, asset or rights permitted by this Article 7 to be sold be under any obligation to ascertain or inquire into the authority of the Issuer or the applicable Guarantor to make any such sale or other transfer.

Section 7.06 *Powers Exercisable by Receiver or Trustee*

In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 7 upon the Issuer or a Guarantor with respect to the release, sale or other disposition of such property or asset may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer or a Guarantor or of any Officer or Officers thereof required by the provisions of this Article 7; and if the Trustee shall be in the possession of the Collateral under any provision of this First Supplemental Indenture, then such powers may be exercised by the Trustee.

Section 7.07 *Release Upon Termination of the Issuer's Obligations.*

In the event that the Issuer delivers to the Trustee an Officer's Certificate certifying that (i) payment in full of the principal of, together with accrued and unpaid interest on, any Series of the Notes and all other First Priority Notes Obligations that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid or (ii) the Issuer shall have exercised its Legal Defeasance option or their Covenant Defeasance option, in each case in compliance with the provisions of Section 8.02 or 8.03 of the Base Indenture, as applicable, and an Officer's Certificate stating that all conditions precedent to the execution and delivery of such notice by the Trustee have been satisfied, the Trustee shall deliver to the Issuer and the Notes Collateral Agent a notice, in form reasonably satisfactory to the Notes Collateral Agent, stating that the Trustee, on behalf of the Holders of such Series of Notes, disclaims and gives up any and all rights it has in or to the Collateral solely on behalf of the Holders of such Series the Notes without representation, warranty or recourse (other than with respect to funds held by the Trustee pursuant to Section 8.02 or 8.03 of the Base Indenture, as applicable), and any rights it has under the Collateral Documents solely on behalf of the Holders of the Notes and upon receipt by the Notes Collateral Agent of such notice, the Notes Collateral Agent shall be deemed not to hold a Lien in the Collateral on behalf of the Trustee and shall execute and deliver all documents and do or cause to be done (at the expense of the Issuer) all acts reasonably requested by the Issuer to release and discharge such Lien as soon as is reasonably practicable.

Section 7.08 *Notes Collateral Agent.*

(a) The Issuer and each of the Holders of each Series of Notes by acceptance of the Notes of such Series, and each beneficial owner of an interest in a Note, hereby designates and appoints the Notes Collateral Agent as its agent under this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement and the Issuer directs and authorizes and each of the Holders of each Series of Notes by acceptance of the Notes of such Series hereby irrevocably authorizes the Notes Collateral Agent to take such action on its behalf under the provisions of this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement and to exercise such powers and perform such duties as are expressly delegated to the Notes Collateral Agent by the terms of this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement, and consents and agrees to the terms of the First Lien Intercreditor Agreement and each Collateral Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms or the terms of the Base Indenture. The Notes Collateral Agent agrees to act as such on the express conditions contained in this Section 7.08. The provisions of this Section 7.08 are solely for the benefit of the Notes Collateral Agent and none of the Trustee, any of the Holders of such Series of Notes nor any of the Guarantors shall have any rights as a third party beneficiary of any of the provisions contained herein. Each Holder agrees that any action taken by the Notes Collateral Agent in accordance with the provision of this First Supplemental Indenture, the First Lien Intercreditor Agreement and/or the applicable Collateral Documents, and the exercise by the Notes Collateral Agent of any rights or remedies set forth herein and therein shall be authorized and binding upon all Holders of such Series of Notes. Notwithstanding any provision to the contrary contained elsewhere in this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement, the duties of the Notes Collateral Agent shall be ministerial and administrative in nature, and the Notes Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein and in the other Notes Documents to which the Notes Collateral Agent is a party, nor shall the Notes Collateral Agent have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder or any Guarantor of such Series of Notes, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this First Supplemental Indenture, the Collateral Documents and the First Lien Intercreditor Agreement or otherwise exist against the Notes Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this First Supplemental Indenture with reference to the Notes Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Notes Collateral Agent may perform any of its duties with respect to each Series of Notes under this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement by or through receivers, agents, employees, attorneys-in-fact or with respect to any specified Person, such Person's Affiliates, and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates, (a "*Related Person*") and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. The Notes Collateral Agent shall not be responsible for the negligence or willful misconduct of any receiver, agent, employee, attorney-in-fact or Related Person that it selects as long as such selection was made in good faith.

(c) Neither the Notes Collateral Agent nor any of its Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this First Supplemental Indenture or the transactions contemplated hereby (except for its own gross negligence or willful misconduct) or under or in connection with any Collateral Document or the First Lien Intercreditor Agreement or the transactions contemplated thereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to any of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Issuer or any other Guarantor or Affiliate of any Guarantor, or any Officer or Related Person thereof, contained in this First Supplemental Indenture, or any other Notes Documents, or the validity, effectiveness, genuineness, enforceability or sufficiency of this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement, or for any failure of any Guarantor or any other party to this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement to perform its obligations hereunder or thereunder. Neither the Notes Collateral Agent nor any of its Related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement or to inspect the properties, books, or records of any Guarantor or any Guarantor's Affiliates.

(d) The Notes Collateral Agent shall be entitled (in the absence of bad faith) to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Issuer or any other Guarantor), independent accountants and/or other experts and advisors selected by the Notes Collateral Agent. The Notes Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document. Unless otherwise expressly required hereunder or pursuant to any Collateral Document, the Notes Collateral Agent shall be fully justified in failing or refusing to take any action under this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement unless it shall first receive such written advice or concurrence of the Trustee or the Holders of a majority in aggregate principal amount of such Series of Notes of the Notes of such Series as it determines and, if it so requests, it shall first be indemnified and/or secured to its satisfaction by the Holders of such Series of Notes against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Notes Collateral Agent shall in all cases be fully protected from claims by any Holders of such Series of Notes in acting, or in refraining from acting, under this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement in accordance with a request, direction, instruction or consent of the Trustee or the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders of such Series of Notes. The Notes Collateral Agent shall be entitled to seek directions, instructions and clarifications from any instructing party and is entitled to refrain from acting in the absence of such instructions and/or clarifications. The Notes Collateral Agent will not incur any liability for any action it takes or refrains from taking on such instructions of an instructing party; *provided* that the Notes Collateral Agent may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct.

(e) The Notes Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless a Responsible Officer of the Notes Collateral Agent shall have received written notice from the Trustee or the Issuer referring to this First Supplemental Indenture, describing such Default or Event of Default and stating that such notice is a "notice of default." The Notes Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article 6 of the Base Indenture or the Holders of a majority in aggregate principal amount of the Notes of such Series (subject to this Section 7.08).

(f) The Notes Collateral Agent may resign at any time by notice to the Trustee and the Issuer, such resignation to be effective upon the acceptance of a successor agent to its appointment as Notes Collateral Agent. If the Notes Collateral Agent resigns under this First Supplemental Indenture, the Issuer shall appoint a successor collateral agent. If no successor collateral agent is appointed prior to the intended effective date of the resignation of the Notes Collateral Agent (as stated in the notice of resignation), the Notes Collateral Agent may appoint, subject to the consent of the Issuer (which shall not be unreasonably withheld and which shall not be required during a continuing Event of Default), a successor collateral agent. If no successor collateral agent is appointed and consented to by the Issuer pursuant to the preceding sentence within thirty (30) days after the intended effective date of resignation (as stated in the notice of resignation) the Notes Collateral Agent shall be entitled to petition a court of competent jurisdiction to appoint a successor. Upon the acceptance of its appointment as successor collateral agent hereunder, such successor collateral agent shall succeed to all the rights, powers and duties of the retiring Notes Collateral Agent, and the term "Notes Collateral Agent" shall mean such successor collateral agent, and the retiring Notes Collateral Agent's appointment, powers and duties as a Notes Collateral Agent shall be terminated. After the retiring Notes Collateral Agent's resignation hereunder, the provisions of this Section 7.08 (and Section 7.08 of the Base Indenture) shall continue to inure to its benefit and the retiring Notes Collateral Agent shall not by reason of such resignation be deemed to be released from liability as to any actions taken or omitted to be taken by it while it was a Notes Collateral Agent under this First Supplemental Indenture.

(g) The Issuer and each of the Holders of each Series of Note by its acceptance of the Notes of such Series, and each beneficial owner of an interest in a Note of such Series, hereby authorizes the Trustee and the Notes Collateral Agent, respectively, to appoint sub-agents (and, in each case, appointment of such person shall be reflected in documentation, which the Trustee and the Notes Collateral Agent are hereby authorized to enter into). Except as otherwise explicitly provided herein or in the Collateral Documents or the First Lien Intercreditor Agreement, no Notes Collateral Agent nor any of its respective officers, directors, employees or agents or other Related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Notes Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Notes Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

(h) The Notes Collateral Agent is authorized and directed to (i) enter into the Collateral Documents to which it is party, whether executed on or after the Issue Date, (ii) enter into the First Lien Intercreditor Agreement and the Junior Lien Intercreditor Agreement, (iii) make the representations of the Holders of each Series of Notes set forth in the Collateral Documents and First Lien Intercreditor Agreement, (iv) bind the Holders of each Series of Notes on the terms as set forth in the Collateral Documents and the First Lien Intercreditor Agreement and (v) perform and observe its obligations under the Collateral Documents and the First Lien Intercreditor Agreement.

(i) [Reserved].

(j) If applicable, the Notes Collateral Agent is each Holder's of each Series of Notes agent for the purpose of perfecting such Holders' security interest in assets which, in accordance with Article 9 of the UCC can be perfected only by possession. Should the Trustee obtain possession of any such Collateral, upon request from the Issuer, the Trustee shall notify the Notes Collateral Agent thereof and promptly shall deliver such Collateral to the Notes Collateral Agent or otherwise deal with such Collateral in accordance with the Notes Collateral Agent's instructions.

(k) The Notes Collateral Agent shall not have any obligation whatsoever to the Trustee or any of the Holders of any Series of Notes to assure that the Collateral exists or is owned by any Guarantor or is cared for, protected, or insured or has been encumbered, or that the Notes Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or the Guarantor's property constituting collateral intended to be subject to the Lien and security interest of the Collateral Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Notes Collateral Agent pursuant to this First Supplemental Indenture, any Collateral Document or the First Lien Intercreditor Agreement other than pursuant to the instructions of the Trustee or the Holders of a majority in aggregate principal amount of the Notes of such Series or as otherwise provided in the Collateral Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, the Notes Collateral Agent shall not have any other duty or liability whatsoever to the Trustee or any Holder of such Series of Notes or any other Notes Collateral Agent as to any of the foregoing.

(l) If the Issuer or any Guarantor (i) incurs any obligations in respect of First Priority Obligations at any time when no First Lien Intercreditor Agreement is in effect or at any time when Indebtedness constituting First Priority Obligations entitled to the benefit of an existing First Lien Intercreditor Agreement is concurrently retired, or incurs any other obligations permitted hereunder and required to be subject to an intercreditor agreement, and (ii) delivers to the Notes Collateral Agent an Officer's Certificate so stating and requesting the Notes Collateral Agent to enter into an intercreditor agreement (on substantially the same terms as the First Lien Intercreditor Agreement) in favor of a designated agent or representative for the holders of the First Priority Obligations so incurred, or on reasonable and customary terms with respect to any other such intercreditor agreement, the Notes Collateral Agent and the Trustee (as applicable) shall (and are hereby authorized and directed to) enter into such intercreditor agreement (at the sole expense and cost of the Issuer, including legal fees and expenses of the Notes Collateral Agent), bind the Holders of such Series of Notes on the terms set forth therein and perform and observe its obligations thereunder.

(m) If the Issuer or any Guarantor (i) incurs any obligations in respect of Indebtedness on which a junior lien on the Collateral is to be granted, and (ii) delivers to the Notes Collateral Agent an Officer's Certificate so stating and requesting the Notes Collateral Agent to enter into an intercreditor agreement (including any Junior Lien Intercreditor Agreement) with a designated agent or representative for the holders of such Indebtedness or other obligations so incurred, and stating that such intercreditor agreement is on customary terms (as determined by the Issuer), the Notes Collateral Agent and the Trustee (as applicable) shall (and are hereby authorized and directed to) enter into such intercreditor agreement (including any Junior Lien Intercreditor Agreement) (at the sole expense and cost of the Issuer, including legal fees and expenses of the Notes Collateral Agent), bind the Holders of such Series of Notes on the terms set forth therein and perform and observe its obligations thereunder.

(n) No provision of this First Supplemental Indenture, the First Lien Intercreditor Agreement or any Collateral Document shall require the Notes Collateral Agent (or the Trustee) to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders of such Series of Notes (or the Trustee in the case of the Notes Collateral Agent) unless it shall have first received indemnity and/or security satisfactory to the Notes Collateral Agent against potential costs and liabilities incurred by the Notes Collateral Agent relating thereto. Notwithstanding anything to the contrary contained in this First Supplemental Indenture, the First Lien Intercreditor Agreement or the Collateral Documents, in the event the Notes Collateral Agent is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Notes Collateral Agent shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Notes Collateral Agent has determined that the Notes Collateral Agent may incur personal liability as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances unless the Notes Collateral Agent has received security and/or indemnity from the Holders of such Series of Notes in an amount and in a form all satisfactory to the Notes Collateral Agent in its sole discretion, protecting the Notes Collateral Agent from all such liability. The Notes Collateral Agent shall at any time be entitled to cease taking any action described in this paragraph (n) if it no longer reasonably deems any indemnity, security or undertaking from the Issuer or the Holders of such Series of Notes to be sufficient. For the avoidance of doubt, in commencing any such proceeding or taking any other action, the Notes Collateral Agent shall not be responsible or liable (i) for the payment of any taxes or stamp duty as a result of holding and/or enforcing against the Collateral, (ii) for deducting or withholding taxes in respect of any amounts paid from enforcement proceeds and (iii) for paying premiums in respect of any insurance policies.

(o) The Notes Collateral Agent (i) shall not be liable for any action taken or omitted to be taken by it in connection with this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents or instrument referred to herein or therein, except to the extent that any of the foregoing are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from its own gross negligence or willful misconduct, (ii) shall not be liable for interest on any money received by it except as the Notes Collateral Agent may agree in writing with the Issuer (and money held in trust by the Notes Collateral Agent need (a) shall be held uninvested without liability for interest, unless otherwise agreed in writing, (b) shall be held in a non-interest bearing trust account and (c) not be segregated from other funds except to the extent required by law) and (iii) may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Notes Collateral Agent shall not be construed to impose duties to act. For the avoidance of doubt, in commencing any such proceeding or taking any other action, the Notes Collateral Agent shall not be responsible or liable (i) for the payment of any taxes or stamp duty as a result of holding and/or enforcing against the Collateral, (ii) for deducting or withholding taxes in respect of any amounts paid from enforcement proceeds and (iii) for paying premiums in respect of any insurance policies.

(p) Neither the Notes Collateral Agent nor the Trustee shall be liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Neither the Notes Collateral Agent nor the Trustee shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(q) The Notes Collateral Agent shall not assume any responsibility for any failure or delay in performance or any breach by the Issuer or any other Guarantor under this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents. The Notes Collateral Agent shall not be responsible to the Holders of such Series of Notes or any other Person for any recitals, statements, information, representations or warranties contained in any Notes Documents or in any certificate, report, statement, or other document referred to or provided for in, or received by the Notes Collateral Agent under or in connection with, this First Supplemental Indenture, the First Lien Intercreditor Agreement or any Collateral Document; the execution, validity, genuineness, effectiveness or enforceability of the First Lien Intercreditor Agreement and any Collateral Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its Obligations under this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents. The Notes Collateral Agent shall not have any obligation to any Holder of such Series of Notes or any other Person to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any obligor of any terms of this First Supplemental Indenture, the First Lien Intercreditor Agreement, the Credit Agreement or the Collateral Documents, or the satisfaction of any conditions precedent contained in this First Supplemental Indenture, the First Lien Intercreditor Agreement or any Collateral Documents. The Notes Collateral Agent shall not be required to initiate or conduct any litigation or collection or other proceeding under this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents unless expressly set forth hereunder or thereunder. Without limiting its obligations as expressly set forth herein, the Notes Collateral Agent shall have the right at any time to seek instructions from the Holders of such Series of Notes with respect to the administration of the Notes Documents.

(r) The parties hereto and the Holders of each Series of Notes hereby agree and acknowledge that the Notes Collateral Agent shall not assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this First Supplemental Indenture, the First Lien Intercreditor Agreement, the Collateral Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders of such Series of Notes hereby agree and acknowledge that in the exercise of its rights under this First Supplemental Indenture, the First Lien Intercreditor Agreement and the Collateral Documents, the Notes Collateral Agent may hold or obtain indicia of ownership primarily to protect the security interest of the Notes Collateral Agent in the Collateral and that any such actions taken by the Notes Collateral Agent shall not be construed as or otherwise constitute any participation in the management of such Collateral. However, if the Notes Collateral Agent is required to acquire title to an asset pursuant to this First Supplemental Indenture which in the Notes Collateral Agent's reasonable discretion may cause the Notes Collateral Agent to be considered an "owner or operator" under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., or otherwise cause the Notes Collateral Agent to incur liability under CERCLA or any equivalent federal, state or local law, the Notes Collateral Agent reserves the right, instead of taking such action, to either resign as the Notes Collateral Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

(s) Upon the receipt by the Notes Collateral Agent of an Officer's Certificate, the Notes Collateral Agent is hereby authorized to execute and enter into, and shall execute and enter into, without the further consent of any Holder of such Series of Notes or the Trustee, any Collateral Document to be executed after the Issue Date. Such Officer's Certificate shall (i) state that it is being delivered to the Notes Collateral Agent pursuant to this Section 7.08(s), and (ii) instruct the Notes Collateral Agent to execute and enter into such Collateral Document. Any such execution of a Collateral Document shall be at the direction and expense of the Issuer, upon delivery to the Notes Collateral Agent of an Officer's Certificate stating that all conditions precedent (if any) to the execution and delivery of the Collateral Document have been satisfied. The Holders of such Series of Notes, by their acceptance of the Notes of such Series, hereby authorize and direct the Notes Collateral Agent to execute such Collateral Documents.

(t) Subject to the provisions of the applicable Collateral Documents and the First Lien Intercreditor Agreement, each Holder of such Series of Notes, by acceptance of the Notes of such Series, agrees that the Notes Collateral Agent shall execute and deliver the First Lien Intercreditor Agreement and the Collateral Documents to which it is a party and all agreements, documents and instruments incidental thereto (including any releases permitted hereunder), and act in accordance with the terms thereof. For the avoidance of doubt, the Notes Collateral Agent shall not be required to exercise discretion under this First Supplemental Indenture, the First Lien Intercreditor Agreement or the Collateral Documents and shall not be required to make or give any determination, consent, approval, request or direction without the written direction of the Holders of a majority in aggregate principal amount of the then outstanding Notes or the Trustee, as applicable, except as otherwise expressly provided for herein or in any Collateral Document.

(u) After the occurrence of an Event of Default, the Trustee may direct the Notes Collateral Agent in connection with any action required or permitted by this First Supplemental Indenture, the Collateral Documents or the First Lien Intercreditor Agreement.

(v) The Notes Collateral Agent is authorized to receive any funds for the benefit of itself, the Trustee and the Holders of such Series of Notes distributed under the Collateral Documents or the First Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement and to the extent not prohibited under the First Lien Intercreditor Agreement, for turnover to the Trustee to make further distributions of such funds to itself, the Trustee and the Holders of such Series of Notes in accordance with the provisions of Section 6.10 of the Base Indenture and the other provisions of this First Supplemental Indenture.

(w) Subject to the terms of the Collateral Documents, in each case that the Notes Collateral Agent may or is required hereunder or under any other Notes Document to take any action (an "*Action*"), including without limitation to make any determination, to give consents, to exercise rights, powers or remedies, to release or sell Collateral or otherwise to act hereunder or under any other Notes Document, the Notes Collateral Agent may seek direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series. The Notes Collateral Agent shall not be liable with respect to any Action taken or omitted to be taken by it in accordance with the direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series. Subject to the terms of the Collateral Documents, if the Notes Collateral Agent shall request direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series with respect to any Action, the Notes Collateral Agent shall be entitled to refrain from such Action unless and until the Notes Collateral Agent shall have received direction from the Holders of a majority in aggregate principal amount of Notes of such Series of the then outstanding Notes of such Series, and the Notes Collateral Agent shall not incur liability to any Person by reason of so refraining.

(x) Notwithstanding anything to the contrary in this First Supplemental Indenture or any other Notes Document, in no event shall the Notes Collateral Agent or the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, registering, perfection, protection or maintenance of the security interests or Liens intended to be created by this First Supplemental Indenture or the other Notes Documents (including without limitation the filing or continuation of any UCC financing or continuation statements or similar documents or instruments (or analogous procedures under the applicable laws in the relevant Covered Jurisdiction), nor shall the Notes Collateral Agent or the Trustee be responsible for, and neither the Notes Collateral Agent nor the Trustee makes any representation regarding, the validity, effectiveness or priority of any of the Collateral Documents or the security interests or Liens intended to be created thereby.

(y) Before the Notes Collateral Agent acts or refrains from acting in each case at the request or direction of the Issuer, the Note Guarantors, or the Trustee, it may require an Officer's Certificate and an Opinion of Counsel, which shall conform to the provisions of Section 12.05 of the Base Indenture. The Notes Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

(z) Notwithstanding anything to the contrary contained herein, the Notes Collateral Agent shall act pursuant to the instructions of the Holders of such Series of Notes and/or the Trustee solely with respect to the Collateral Documents and the Collateral.

(aa) The Issuer shall pay compensation to, reimburse expenses of and indemnify the Notes Collateral Agent in accordance with Section 7.07 of the Base Indenture. Accordingly, the reference to the "Trustee" in Section 6.10, Section 7.07 and Section 7.08 of the Base Indenture shall be deemed to include the reference to the Notes Collateral Agent.

(bb) The Issuer and each of the Holders of each Series of Notes by acceptance of the Notes of such Series acknowledges and directs that the benefits, indemnities, privileges, protections, and rights of the Notes Collateral Agent shall extend to (and may be claimed directly or by the Notes Collateral Agent on behalf of) each sub-agent, as the case may be.

(cc) The Notes Collateral Agent and entities associated with the Notes Collateral Agent shall be permitted to engage in business/contractual relationships with the Issuer and its affiliates and subsidiaries and profit therefrom without being obliged to account for such profits.

(dd) The Issuer and each Guarantor shall promptly, at the reasonable request of the Notes Collateral Agent, and at the expense of the Issuer, do all such acts and things reasonably necessary or desirable to assist the Notes Collateral Agent in carrying out its duties and obligations hereunder.

ARTICLE 8
AMENDMENT, SUPPLEMENT AND WAIVER

Section 8.01 *Amendments Without Consent of Holders.*

For purposes of this First Supplemental Indenture, the following provisions shall be included in Section 9.01 of the Base Indenture; *provided* that this Section 8.01 shall not become part of the terms of any other Series of Securities:

"(o) to make any amendment to the provisions of the indenture relating to the transfer and legending of notes as permitted by the indenture, including to facilitate the issuance and administration of notes; provided, however, that such amendment does not adversely affect the rights of holders to transfer notes in any material respect;

(p) to secure the Notes or the Note Guarantees or to add additional assets as Collateral;

(q) in the case of any Collateral Document, include therein any legend required to be set forth therein pursuant to the First Lien Intercreditor Agreement or to modify any such legend as required by the First Lien Intercreditor Agreement;

(r) mortgage, pledge, hypothecate or grant (including by entry into additional Collateral Documents) any other Lien in favor of the Trustee or the Notes Collateral Agent for the benefit of the Holders, as additional security for the payment and performance of all or any portion of the Obligations in respect of the Notes and the Note Guarantees, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a Lien is required to be granted to or for the benefit of the Trustee or the Notes Collateral Agent pursuant to this Indenture, any of the Collateral Documents or otherwise;

(s) provide for the succession of any parties to the Collateral Documents (and other amendments that are administrative or ministerial in nature) in connection with an amendment, renewal, extension, substitution, refinancing, restructuring, replacement, supplementing or other modification from time to time of the Senior Secured Credit Facilities, the Existing Notes or any other agreement that is not prohibited by this Indenture; or

(t) to release Collateral from the Lien pursuant to this Indenture, the Collateral Documents and the First Lien Intercreditor Agreement when permitted or required by this Indenture, the Collateral Documents or the First Lien Intercreditor Agreement;

In addition, the Issuer, the Trustee and the Notes Collateral Agent may amend the First Lien Intercreditor Agreement and the Collateral Documents to provide for the addition of any creditors to such agreements to the extent a *pari passu* lien for the benefit of such creditor is permitted by the terms of this Indenture and may enter into a junior lien intercreditor agreement with creditors for whom a junior lien on the Collateral is to be granted (a "*Junior Lien Intercreditor Agreement*"); *provided* the Issuer delivers an Officer's Certificate to the Trustee and the Notes Collateral Agent certifying that such agreement is substantially in the form of the junior lien intercreditor agreement attached to the Senior Secured Credit Facilities (with such changes that are not materially adverse to the senior creditors thereunder) or the terms thereof are customary and that the Trustee and the Notes Collateral Agent are authorized to enter into the Junior Lien Intercreditor Agreement."

Section 8.02 *Amendments With Consent of Holders*.

For purposes of this First Supplemental Indenture, the following changes shall be made to Section 9.02 of the Base Indenture; *provided* that this Section 8.02 shall not become part of the terms of any other Series of Securities:

(a) clause (b) of the fourth paragraph of Section 9.02 of the Base Indenture shall be amended to add the following language at the end thereof:

"or the redemption of such Notes"

(b) clause (c) of the fourth paragraph of Section 9.02 of the Base Indenture shall be amended and restated as follows:

"reduce the rate of or change the time for payment of interest, including default interest, on any Note of any such Series;"

(c) clause (f) of the fourth paragraph of Section 9.02 of the Base Indenture shall be superseded by the following language:

"make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, premium on, if any, or interest on, the Notes"

(d) the following clauses (h) and (i) shall be added to the end of the fourth paragraph of Section 9.02 of the Base Indenture:

"(h) waive a redemption payment with respect to any Note (other than a payment required by Section 4.02 hereof); or

(i) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture."

(e) the following paragraph shall be added immediately before the final paragraph of Section 9.02 of the Base Indenture:

"In addition, without the consent of Holders of at least 66 2/3% in aggregate principal amount of the applicable Series of Notes then outstanding (including, without limitation, Additional Notes, if any) (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), no amendment or supplement may modify any Collateral Documents or the provisions in this Indenture dealing with Collateral or the Collateral Documents to the extent that such amendment or supplement would have the effect of releasing all or substantially all of the Liens securing the Notes of such Series (except as permitted by the terms of this Indenture and the Collateral Documents) or change or alter the priority of the security interests in the Collateral securing such Series of Notes".

ARTICLE 9
DEFEASANCE

Section 9.01 *Covenant Defeasance*.

Section 8.03 of the Base Indenture shall be superseded in its entirety by the following language with respect to, and solely for the benefit of the Holders of the Notes; provided that this Section 9.01 shall not become part of the terms of any other Series of Securities:

Upon the Issuer's exercise under Section 8.01 of the Base Indenture of the option applicable to this Section 9.01, the Issuer and each of the Guarantors will, with respect to the Notes of any Series and subject to the satisfaction of the conditions set forth in Section 8.04 of the Base Indenture, be released from each of their obligations under Sections 3.05, 4.01 and 4.02, 4.03, 4.05 of this First Supplemental Indenture and Section 4.03 and clauses (a)(3) and (c)(3) of Section 5.01 of the Base Indenture with respect to the outstanding Notes of such Series and have Liens on the Collateral securing such Notes and Note Guarantees released, in each case, on and after the date the conditions set forth in Section 8.04 of the Base Indenture are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes of such Series will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to this First Supplemental Indenture and outstanding Notes of a Series and related Note Guarantees, the Issuer and the Guarantors may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 of this First Supplemental Indenture, but, except as specified above, the remainder of the Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 of the Base Indenture of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 of this , Sections 6.01(3), (4), (5), (6) (only as such clause 7 applies to Significant Subsidiaries) and (7) (only as such clause 7 applies to Significant Subsidiaries) of this First Supplemental Indenture will not constitute Events of Default.

ARTICLE 10
MISCELLANEOUS

Section 10.01 *Effect of the First Supplemental Indenture*.

This First Supplemental Indenture is a supplemental indenture within the meaning of Section 2.02 of the Base Indenture, and the Base Indenture shall (notwithstanding Section 12.12 thereof or Section 6.04 hereof) be read together with this First Supplemental Indenture and shall have the same effect over the Notes of each Series, in the same manner as if the provisions of the Base Indenture and this First Supplemental Indenture were contained in the same instrument.

Article 7 of the Base Indenture is hereby incorporated by reference herein, *mutatis mutandis.*

Section 10.02 *No Adverse Interpretation of Other Agreements*.

This First Supplemental Indenture may not be used to interpret any other indenture, loan or debt agreement of the Parent or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this First Supplemental Indenture.

Section 10.03 *Successors*.

All agreements of the Parent, the Issuer and the other Guarantors in this First Supplemental Indenture and the Notes will bind its successors. All agreements of the Trustee in this First Supplemental Indenture will bind its successors. All agreements of each Guarantor in this First Supplemental Indenture will bind its successors, except as otherwise provided in Section 10.04 of the Base Indenture.

Section 10.04 *Severability*.

In case any provision in this First Supplemental Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 10.05 *Table of Contents, Headings, etc.*

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this First Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

Section 10.06 *Beneficiaries of this First Supplemental Indenture*.

Nothing in this First Supplemental Indenture or in the Notes of any Series offered hereby, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Holders of the Notes of such Series, any benefit or any legal or equitable right, remedy or claim under this First Supplemental Indenture.

Section 10.07 *Governing Law; Waiver of Jury Trial; Jurisdiction*.

Section 12.09 of the Base Indenture is hereby incorporated by reference herein, *mutatis mutandis*.

[Signatures on following page]

Dated as of May 8, 2024

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

ICON PUBLIC LIMITED COMPANY

By: /s/ Diarmaid Cunningham
Name: Diarmaid Cunningham
Title: Authorised Signatory

ACCELLACARE LIMITED
DOCS RESOURCING LIMITED
ICON GLOBAL TREASURY UNLIMITED COMPANY
ICON CLINICAL RESEARCH LIMITED
ICON HOLDINGS UNLIMITED COMPANY
ICON CLINICAL INTERNATIONAL UNLIMITED COMPANY
ICON CLINICAL RESEARCH PROPERTY DEVELOPMENT (IRELAND) LIMITED
ICON OPERATIONAL HOLDINGS UNLIMITED COMPANY
ICON OPERATIONAL FINANCING UNLIMITED COMPANY
ICON INVESTMENTS FOUR UNLIMITED COMPANY
ICON CLINICAL GLOBAL HOLDINGS UNLIMITED COMPANY

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorised Signatory

PRA HEALTH SCIENCES, INC.
ICON US HOLDINGS INC.
BEACON BIOSCIENCE, INC.
ICON CLINICAL RESEARCH LLC
ICON LABORATORY SERVICES, INC.
PRICESPECTIVE LLC
ICON EARLY PHASE SERVICES, LLC
MOLECULARMD CORP.
DOCS GLOBAL, INC.
ACCELLACARE US INC.
CLINICAL RESOURCE NETWORK, LLC
CRN HOLDINGS, LLC
RESEARCH PHARMACEUTICAL SERVICES, INC.
SOURCE HEALTHCARE ANALYTICS, LLC
SYMPHONY HEALTH SOLUTIONS CORPORATION
PHARMACEUTICAL RESEARCH ASSOCIATES, INC.
PRA HOLDINGS, INC.
PRA INTERNATIONAL, LLC
RPS GLOBAL HOLDINGS, LLC
RPS PARENT HOLDING LLC
ROY RPS HOLDINGS LLC
ICON CLINICAL INVESTMENTS, LLC

By: /s/ Simon Hollywood
Name: Simon Hollywood
Title: Authorized Person

ICON LUXEMBOURG S.À R.L.

By: /s/ Emer Lyons
Name: Emer Lyons
Title: Manager

CITIBANK, N.A.,
as Trustee

By: /s/ Eva Waite
Name: Eva Waite
Title: Senior Trust Officer

CITIBANK, N.A., LONDON BRANCH,
as Notes Collateral Agent

By: /s/ Rebecca Clear
Name: Rebecca Clear
Title: Vice President

AGREED GUARANTEE AND SECURITY PRINCIPLES

Unless otherwise defined herein, capitalized terms used herein and defined in the Indenture to which this Annex A is attached (the "*Indenture*") or the Security Agreement (as defined in the Indenture), are used herein as defined in the Indenture or the Security Agreement, as applicable.

(A) Considerations

1. In determining (x) what Liens will be granted by the Foreign Grantors or in respect of Foreign Assets to secure the Secured Obligations, (y) any limitations on the amount or scope of Guarantees by the Foreign Grantors of the Secured Obligations and (z) any limitations on the amount or scope of the Secured Obligations to be secured by any Foreign Assets, the following matters will be taken into account. For the avoidance of doubt, these Agreed Guarantee and Security Principles shall not apply to the Guarantees or grants of security provided by any Domestic Subsidiary of Parent that is a Guarantor. Liens shall not be created or perfected to the extent that they would:

   (a) result in any breach of corporate benefit, financial assistance, related or connected person transaction, fraudulent preference, thin capitalisation laws, capital maintenance rules, general statutory limitations, retention of title claims, "earnings stripping," "controlled foreign corporation", minority shareholder protection/equal treatment of shareholder rules or the laws or regulations (or analogous restrictions) of any applicable jurisdiction or any similar principles which may limit the ability of any Foreign Grantor to provide a guarantee or security or may require that that the guarantee or security be limited by an amount or scope or otherwise;

   (b) result in any (x) risk to the officers of the relevant grantor of Liens of contravention of any legal prohibition, statutory duty in such capacity or their fiduciary duties and/or (y) risk to the officers of the relevant grantor of Liens of personal, civil or criminal liability (in each case, other than arising from fraud, gross negligence or willful misconduct of the relevant officer);

   (c) result in costs that are disproportionate to the benefit obtained by the First Priority Notes Secured Parties by reference to the costs of providing the Guarantee or creating or perfecting the lien versus the value of the assets being secured, as reasonably determined by the Parent;

   (d) impose an undue administration burden on, or material inconvenience to the ordinary course of operations of, the provider of the Lien, in each case which is disproportionate to the benefit obtained by the beneficiary of the Lien, as reasonably determined by the Issuer;

   (e) create Liens over any assets subject to third party arrangements which are permitted by the Notes Documents to the extent (and for so long as) such arrangements prevent those assets from being charged and so long as such arrangements are not overridden by applicable law; or

   (f) require the consent of any works council of the applicable subsidiary or similar employee body or regulatory authority in the jurisdiction of any Foreign Grantor.

2. These Agreed Guarantee and Security Principles embody recognition by all parties that there may be certain legal, regulatory and practical difficulties (including those in paragraph 1 above) in obtaining security and/or Guarantees from all Foreign Grantors or Foreign Assets in every jurisdiction in which Foreign Grantors or Foreign Assets are located, in particular:

(a) such Foreign Grantor will use commercially reasonable efforts to ensure perfection of liens, when required, and other legal formalities will be completed within the time periods specified in the Notes Documents or (if earlier or to the extent no such time periods are specified in the Notes Documents) within the time periods specified by applicable law in order to ensure due perfection, in each case subject to such longer period as may be agreed by the Credit Agreement Administrative Agent under the Senior Secured Credit Facilities. Perfection of security will not be required if it would have a material adverse effect on the ability of the relevant Foreign Grantor to conduct its operations and business in the ordinary course as otherwise permitted by the Notes Documents;

(b) the maximum granted or secured amount may be limited to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties where the benefit of increasing the granted or secured amount is disproportionate to the level of such fees, taxes and duties; or

(c) where a class of assets to be secured includes material and immaterial assets, if the costs of granting security over the immaterial assets is disproportionate to the benefit of such security, security will be granted over the material assets only.

For the avoidance of doubt, in these Agreed Guarantee and Security Principles, "cost" includes, but is not limited to, income tax cost, registration taxes payable on the creation or enforcement or for the continuance of any Liens, stamp duties, the cost of maintaining capital for regulatory purposes, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant grantor of Liens or any of its direct or indirect owners, subsidiaries or Affiliates.

(B) **Obligations to be Guaranteed and Secured**

Subject to paragraph (A) above, the obligations to be secured are the Secured Obligations. The Liens are to be granted in favor of the Notes Collateral Agent on behalf of each First Priority Notes Secured Party (or equivalent local procedure and unless otherwise necessary in any jurisdictions). Subject to paragraph (A) above, the obligations to be guaranteed by Foreign Grantors are the Secured Obligations.

For ease of reference, the definitions of the "Secured Obligations" and "First Priority Notes Secured Parties" set forth in the Security Agreement should, where relevant and to the extent legally possible, be incorporated into each other Collateral Document (with the capitalized terms used in them having the meaning given to them in the Indenture or Security Agreement, as applicable).

(C) **General**

1. Where appropriate, defined terms in the Collateral Documents should mirror those in the Indenture and the Security Agreement, as applicable.

2. The parties to the Indenture agree to negotiate the form of each Collateral Document in good faith in a manner consistent with these Agreed Guarantee and Security Principles. The form of supplemental indenture is set forth as Exhibit E to the Indenture and, with respect to any Foreign Grantor, shall be subject to any limitations as set out in any supplemental indenture applicable to such Foreign Grantor as may be required in order to comply with local laws in accordance with these Agreed Guarantee and Security Principles.

3. The Liens granted by any Foreign Grantor in favor of the Notes Collateral Agent on behalf of each First Priority Notes Secured Party shall, to the extent possible under local law, be enforceable only upon the acceleration of any of the Obligations under the Indenture and the Notes pursuant to Article 6 thereof or non-payment of the Obligations on the maturity date thereof (an "Enforcement Event").

4. Notwithstanding anything herein to the contrary, in no event shall (1) deposit or securities account control agreements or control, lockbox or similar arrangements be required with respect to deposit accounts, securities accounts or commodities accounts, (2) landlord, mortgagee and bailee waivers or subordination agreements be required, or (3) notices be required to be sent to account debtors or other contractual third parties unless an Enforcement Event has occurred and is continuing, except for (i) notices to be sent to any debtors under a Luxembourg receivables pledge agreement and (ii) notices to be sent to any account bank under a Luxembourg account pledge agreement.

5. For the avoidance of doubt, no Foreign Grantor shall be required to (1) grant Liens over any Excluded Assets or (2) enter into any Collateral Documents or take any perfection steps outside of the jurisdiction of organization of such Foreign Grantor (other than in Covered Jurisdictions, including the recordation of patent, trademark and copyright security agreements in the United States Patent and Trademark Office and the United States Copyright Office).

(D) **Covenants/Representations and Warranties**

Any representations, warranties or covenants which are required to be included in any Collateral Document shall reflect (to the extent to which the subject matter of such representation, warranty and covenant is the same as the corresponding representation, warranty and undertaking in the Indenture) the commercial deal set out in the Indenture and the Security Agreement (except to the extent that the Parent's and the Notes Collateral Agent's, as applicable, local counsel agree that it is necessary to include any further provisions (or deviate from those contained in the Indenture or the Security Agreement) in order to create, protect or preserve the Liens granted to the Notes Collateral Agent on behalf of each First Priority Notes Secured Party). Accordingly, the Collateral Documents shall not include, repeat or extend clauses set out in the Indenture including the representations or undertakings in respect of insurance, maintenance of assets, information, indemnities or the payment of costs or impose additional affirmative or negative covenants, in each case, unless applicable local counsel advise it necessary in order to ensure the validity of any Collateral Document or the perfection of any Lien granted thereunder.

(E) **Liens over Equity Interests**

1. Subject to paragraphs (A), (B) and (C) above, equitable share charges (or the equivalent in local jurisdictions) will be made over Equity Interests in Foreign Grantors that are not Immaterial Subsidiaries to the extent provided to the Credit Agreement Collateral Agent under the Senior Secured Credit Facilities.

2. Subject to paragraphs (A), (B) and (C) above, any equitable share charges (or the equivalent in local jurisdictions) over Equity Interests in Foreign Grantors will be granted pursuant to which the Notes Collateral Agent on behalf of each First Priority Notes Secured Party will be entitled, subject to local laws, to transfer the Equity Interests and satisfy the Secured Obligations out of the proceeds of such sale upon enforcement of the Lien.

3. Subject to paragraphs (A), (B) and (C) above, to the extent permitted under local law, share pledges should contain provisions to ensure that, unless an Enforcement Event has occurred and is continuing, the grantor of the Lien is entitled to receive dividends and exercise voting rights in any shareholders' meeting of the relevant company (except if exercise would be materially adverse to the validity or enforceability of the Lien created or would materially impair the value of the shares charged) and if an Enforcement Event has occurred and is continuing the voting and dividend receipt rights may only be exercised by the Trustee or the Notes Collateral Agent, as applicable, on behalf of each First Priority Notes Secured Party, it being understood that if such Enforcement Event is subsequently remedied or waived, the right to receive dividends and the voting rights in any shareholders' meeting of the relevant company shall return to the grantor of the Lien.

4. Liens over Equity Interests will, where possible, automatically charge further Equity Interests issued or otherwise contemplate a procedure for the extension (at the cost of the relevant Issuer or Guarantor) of Liens over newly-issued shares.

5. Liens will not be created over minority shareholdings or Equity Interests in joint ventures which are not permitted to be pledged pursuant to the terms of such joint venture's organizational, joint venture or equivalent documents (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law).

(F) **Liens over Receivables of Foreign Grantors**

1. Except where an Enforcement Event has occurred and is continuing, unless necessary to ensure the creation of valid and/or perfected security interests, (and notwithstanding that the Lien may be expressed as a first fixed charge) the proceeds of Receivables shall not be paid into a nominated account unless the relevant Foreign Grantor is able freely to withdraw such money and the Foreign Grantor shall be free to deal with those receivables in the course of its business.

2. Each relevant Foreign Grantor shall not be required to notify third party debtors to any contracts that have been assigned and/or charged under a Collateral Document unless so required by the Notes Collateral Agent if an Enforcement Event has occurred and is continuing, other than with respect to a Luxembourg receivables pledge agreement which shall be notified to the relevant debtors in accordance with its provisions. The Trustee or Notes Collateral Agent, as applicable, shall however be entitled to give such notice if an Enforcement Event has occurred and is continuing.

3. No Lien will be granted under local law over any Receivables to the extent (and for so long as) such Receivable cannot be secured under the terms of the relevant contract (unless such prohibition is overridden by applicable law).

(G) **Insurances**

1. Subject to paragraphs (A), (B) and (C) above, proceeds of material insurance policies owned by each relevant Foreign Grantor (excluding third party liability insurance policies) are to be assigned by way of security or pledged to the Notes Collateral Agent on behalf of each First Priority Notes Secured Party. Proceeds of insurance shall be collected and retained by the relevant Foreign Grantor (without the further consent of the First Priority Notes Secured Parties) (i) unless such insurance proceeds must be applied to mandatory prepayment in accordance with Section 2.11(c) of the credit agreement governing the Senior Secured Credit Facilities, subject to any reinvestment rights therein or (ii) unless an Enforcement Event has occurred and is continuing.

2. If required by local law to create or perfect the security, notice of the security will be served on the insurance provider within 20 Business Days of the security being granted (or such longer period as the Credit Agreement Collateral Agent may agree under the Senior Secured Credit Facilities) and, to the extent so required, the Foreign Grantor shall use its reasonable endeavors to obtain an acknowledgement of that notice within 30 Business Days of service. If a Foreign Grantor has used its reasonable endeavors but has not been able to obtain acknowledgement its obligations to obtain acknowledgement shall cease on the expiry of that 30 Business Days period.

(H) **Material Agreements And Claims**

1. No Foreign Grantor shall be required to notify the counterparties to any contracts that have been charged/assigned under a Collateral Document that such contract has been so charged/assigned unless required by the Notes Collateral Agent if an Enforcement Event has occurred and is continuing. Liens should not be created over contracts, leases or licenses which prohibit assignment or the creation of such Liens or which require the consent of third parties for the creation of such Liens or such assignment unless the contracts are material, such consent has been obtained (and only for so long as such consent is in effect) or such prohibitions on assignment are overridden by applicable law.

2. Proceeds of Material Agreements (as defined in the credit agreement governing the Senior Secured Credit Facilities) and claims shall be collected and retained by the relevant Foreign Grantor (without the further consent of the First Priority Notes Secured Parties) (i) unless such insurance proceeds must be applied to mandatory prepayment in accordance with Section 2.11(c) of the credit agreement governing the Senior Secured Credit Facilities, subject to any reinvestment rights therein or (ii) unless an Enforcement Event has occurred and is continuing.

(I) **Liens Over Foreign Intellectual Property**

1. Subject to paragraphs (A), (B) and (C) above, Liens over all registered Foreign Intellectual Property (other than any applications for trademarks or service marks filed in the United States Patent and Trademark Office ("PTO"), or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)) owned by each relevant Notes Party are to be given, and recordation is to be made in all relevant registries of a Covered Jurisdiction in which the grantor of the Liens is resident (in each case to the extent such Foreign Intellectual Property is registered in such jurisdiction) unless the granting of such Liens would contravene any legal or contractual prohibition. Where any relevant Notes Party has the right to the use of any Foreign Intellectual Property through contractual arrangements to which it is a party, a Lien over such contract and/or any rights arising thereunder shall be given in favor of the Notes Collateral Agent on behalf of each First Priority Notes Secured Party, except to the extent (and for so long as) the giving over of such Liens would contravene any legal or contractual prohibition. Notwithstanding anything to the contrary herein, Liens should not be created over intellectual property or any contractual relationships described above (or any rights arising thereunder) where such Lien or assignment is prohibited or the consent of third parties would be required for the creation of such Lien or such assignment unless such consent has been obtained (and only for so long as such consent is in effect) or such prohibition is overridden by applicable law. Liens over intellectual property will only be required to be perfected in the United States of America, except with respect to Foreign Intellectual Property issued or registered by, or applied-for in Ireland or Luxembourg.

2. If a Foreign Grantor grants a Lien over any of its intellectual property, it will be free to deal with those assets in the course of its business (including without limitation, allowing any intellectual property to lapse or become abandoned if, in the reasonable good faith judgment of Parent, it is no longer useful, valuable, or material to the conduct of the business of Parent and its Subsidiaries, taken as a whole) until an Enforcement Event has occurred and is continuing.

(J) **Liens Over Bank Accounts**

1. No Foreign Grantor shall have any obligation to provide fixed security over bank accounts. The Notes Parties shall have no obligation to notify any bank at which a bank account of a Notes Party is held of any Lien on such bank account unless (i) an Enforcement Event has occurred and is continuing and (ii) with respect to any Luxembourg law governed account pledge agreement. Such Foreign Grantor shall be free to deal with those accounts in the course of its business until an Enforcement Event has occurred and is continuing.

2. With respect to any Luxembourg law governed account pledge agreement notice of the security will be served on the account bank within one (1) Business Day of the date of execution of the relevant Collateral Document and, to the extent so required, the Foreign Grantor shall use its reasonable endeavors to obtain an acknowledgement of that notice within three (3) Business Days of service.

3. Any security over bank accounts shall be subject to any prior security interests in favor of the account bank which are created either by law or in the standard terms and conditions of the account bank, unless these are waived under the terms of the relevant Collateral Document (including with respect to any Luxembourg law governed account pledge agreement). The notice of security shall request these are waived by the account bank but the Foreign Grantor shall not be required to change its banking arrangements if these security interests are not waived or only partially waived.

4. Notwithstanding the foregoing, the provisions of this paragraph (J) shall not apply to Excluded Accounts. For the avoidance of doubt, no control agreements or other lockbox or control or similar agreements or arrangements shall be required with respect to the perfection of any security interest or Lien in any Deposit Accounts or Securities Accounts (in each case, as defined in the UCC).

(K) **Other Assets**

1. Liens shall be given over any other material assets of any relevant Foreign Grantor from time to time, according to the principles set out herein. Such Foreign Grantor shall be free to deal with those assets in the course of its business until an Enforcement Event has occurred and is continuing.

2. To the extent any Notes Party owns any Foreign Assets that are located in a jurisdiction other than a Covered Jurisdiction, no action under the laws of such jurisdiction shall be required to grant or perfect Liens in such Foreign Assets.

(L) **Perfection of Liens**

1. Where customary, a Collateral Document may contain a power of attorney allowing the Notes Collateral Agent to perform on behalf of the grantor of the Lien, its obligations under such Collateral Document only if an Enforcement Event has occurred and is continuing.

2. Subject to paragraphs (A), (B), (C) and (I) above, where obligatory or customary under the relevant local law all registrations and filings necessary in relation to the Collateral Documents and/or the Liens evidenced or created thereby are to be undertaken within applicable time limits, by the appropriate local counsel (based on local law and custom as included in the relevant Collateral Document), unless otherwise agreed between Parent and the Credit Agreement Collateral Agent and, in each case, subject to such longer period as the Credit Agreement Collateral Agent may agree in its reasonable discretion.

3. Subject to paragraphs (A), (B) and (C) above, where obligatory, documents of title relating to the applicable assets charged will be required to be delivered within 90 days or such later date after the use of commercially reasonable efforts of such charge to the Credit Agreement Collateral Agent.

4. Except as explicitly provided herein, notice, acknowledgement or consent to be obtained from a third party will only be required where the efficacy of the Lien requires it or where it is practicable and reasonable having regard to the costs involved, the commercial impact on the Foreign Grantor in question and the likelihood of obtaining the acknowledgement, in each case, as reasonably determined by Parent in good faith, and, when possible without prejudicing the validity of the Lien concerned, such perfecting procedures shall be delayed until an Enforcement Event has occurred and is continuing.

(M) **Liens**

Notwithstanding anything to the contrary contained in the Indenture, no provision contained herein shall prejudice the right of the Notes Parties to benefit from the permitted exceptions set out in Section 4.22 of the Indenture regarding the granting of Liens over assets.

(N) **Proceeds**

The Collateral Documents will state that the proceeds of enforcement of such Collateral Document will be applied as specified in Section 9.2 of the Security Agreement, subject to the First Lien Intercreditor Agreement.

(O) **Regulatory consent**

The enforcement of security over shares and the exercise by the Notes Collateral Agent of voting rights in respect of such shares may be subject to regulatory consent. Accordingly, enforcement of any security over any shares subject to such a restriction, and the exercise by the Notes Collateral Agent of the voting rights in respect of any such shares, will be expressed to be conditional upon obtaining any consents required by law or regulation.

As used herein:

"Covered Jurisdiction" means each Covered Jurisdiction (as defined in the Indenture) and each other jurisdiction in which any the Issuer or any Guarantor is organized or incorporated.

"Foreign Assets" means (a) assets owned by the Foreign Grantors, (b) Foreign Intellectual Property, (c) Equity Interests issued by Foreign Grantors or other Persons that are not organized under the laws of a jurisdiction located in the United States of America, and (d) assets located in jurisdictions outside the United States of America.

"Foreign Grantors" has the meaning assigned to such term in the Security Agreement.

"Foreign Intellectual Property" means (x) intellectual property owned by the Foreign Grantors or (y) any non-U.S. intellectual property of any Notes Parties that are Domestic Subsidiaries, in each case, that constitute Material Intellectual Property.

"Secured Obligations" has the meaning assigned to such term in the Security Agreement.

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Face of Note]

CUSIP 45115A AA2
ISIN US45115AAA25

5.809% SENIOR SECURED NOTES DUE 2027

No. _____ $_____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

promises to pay to _____ or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [_____ DOLLARS] on _____.

Original Issue Date: May 8, 2024.

Interest Payment Dates: May 8 and November 8.

Record Dates: April 24 and October 23.

Interest Rate: 5.809%.

Additional provisions of this Note are set forth on the other side of this Note.

Dated: _____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: _____
Name:
Title:

[Signature Page to 5.809% Senior Secured Note due 2027]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to
in the within-mentioned Indenture:

CITIBANK, N.A.,
as Trustee

By: _____
Authorized Signatory

[Signature Page to 5.809% Senior Secured Note due 2027]

[Form of Reverse Side of Initial Note]

5.809% Senior Secured Notes due 2027 (the "*Notes*")

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) *INTEREST*.

The Issuer promises to pay interest semi-annually in arrears May 8 and November 8 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "*Interest Payment Date*"). Interest on the Notes (computed on the basis of a 360-day year consisting of twelve 30-day months) will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date (shown on the face of this Note) until maturity at a rate per annum equal to 5.809%; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further* that the first Interest Payment Date shall be November 8, 2024. If an interest payment date or the maturity date falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date the payment was due, and no interest shall accrue for the intervening period.

(2) *METHOD OF PAYMENT*.

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the April 24 or October 23 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.14 of the Base Indenture with respect to defaulted interest. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Paying Agent maintained for such purpose within the City and State of New York, or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their addresses set forth in the books and records of the Registrar; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of and interest and premium, if any, on, all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment will be in such money of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) *PAYING AGENT AND REGISTRAR*.

Initially, Citibank, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

(4) *INDENTURE*.

The Issuer issued the Notes pursuant to an Indenture, dated as of May 8, 2024 (the "*Base Indenture*"), among the Issuer, Parent and the Trustee, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, dated as of May 8, 2024 (the "*First Supplemental Indenture*"; the Base Indenture, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, the "*Indenture*").

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and to the Trust Indenture Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are senior secured obligations of the Issuer. The Indenture does not limit the aggregate principal amount of Notes that may be issued thereunder.

The Issuer's obligations under the Notes are unconditionally guaranteed on a senior secured basis, to the extent set forth in the Indenture and the Collateral Documents, by each of the Guarantors to the extent set forth in the Indenture.

(5) *OPTIONAL REDEMPTION*.

Prior to April 8, 2027 (the "*Par Call Date*"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming that such Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined below) plus 15 basis points, less unpaid interest accrued to the date of redemption (any excess of the amount described in this bullet point over the amount described in the immediately succeeding bullet point, the "*Applicable Premium*"); and

(b) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date, as calculated by the Issuer, which the Trustee shall not be required to review, investigate or verify.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

"*Treasury Rate*" means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of Notes to be redeemed.

The Trustee shall have no responsibility for calculating the redemption price for the Notes.

Unless the Issuer defaults in the payment of the redemption price, on and after its redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. At or before 10:00 a.m. (New York time) on the redemption date, the Issuer will deposit with the Trustee or a paying agent money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on such date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected in accordance with the procedures of DTC.

(6) *MANDATORY REDEMPTION*.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

(7) *NOTICE OF REDEMPTION*.

Notice of redemption will be sent at least 10 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notes in denominations larger than $200,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed.

(8) *REPURCHASE AT THE OPTION OF HOLDER*.

If a Change of Control Triggering Event occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes pursuant to Section 3.01 of the First Supplemental Indenture, within 30 days following such Change of Control Triggering Event, the Issuer will make a Change of Control Offer on the terms set forth in the Indenture and in compliance with Section 3.05 of the First Supplemental Indenture. In the Change of Control Offer, the Issuer will offer to purchase all of the Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but not including, the date of purchase (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date if the Notes have not been redeemed or repurchased prior to such date).

(9) *DENOMINATIONS, TRANSFER, EXCHANGE*.

The Notes are in registered form without coupons in minimum denominations of $200,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer or exchange of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Notes (i) for a period beginning at the opening of business 15 days immediately preceding the sending of notice of redemption of Notes selected for redemption and ending at the close of business on the day such notice is sent or (ii) during the period between a record date and the corresponding Interest Payment Date.

(10) *PERSONS DEEMED OWNERS*. The registered Holder of a Note may be treated as its owner for all purposes.

(11) *AMENDMENT, SUPPLEMENT AND WAIVER*. The Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Notes and the Note Guarantees may be amended, supplemented or waived as provided in the Indenture.

(12) *DEFAULTS AND REMEDIES*. If there is a continuing Event of Default (other than an Event of Default specified in Sections 6.01(6) and 6.01(7) of the Indenture with respect to the Parent or the Issuer) with respect to the Notes, either the Trustee or the Holders of at least 25% of the outstanding principal amount of such Notes affected thereby may declare the principal amount of all of such Notes to be due and payable immediately. However, at any time after the Trustee or the Holders, as the case may be, declare an acceleration with respect to any such Notes, but before the applicable person has obtained a judgment or decree based on such acceleration, the Holders of a majority in principal amount of the outstanding Notes may, under certain conditions, cancel such acceleration if the Parent has cured all Events of Default (other than the nonpayment of accelerated principal) with respect to the Notes or all such Events of Default have been waived as provided in the Indenture. If an Event of Default specified in Sections 6.01(6) and 6.01(7) of the First Supplemental Indenture with respect to the Parent or the Issuer occurs, all outstanding Notes shall become due and payable without any further action or notice.

(12) *TRUSTEE DEALINGS WITH ISSUER*. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuer or its respective Affiliates, and may otherwise deal with the Issuer or its respective Affiliates, as if it were not the Trustee.

(13) *NO RECOURSE AGAINST OTHERS*. No past, present or future director, officer, member, manager, partner, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(14) *AUTHENTICATION*. This Note will not be valid until authenticated by the manual, facsimile or electronic (including PDF) signature of the Trustee or an authenticating agent.

(15) ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(16) *CUSIP NUMBERS*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed thereon. No redemption will be affected by any defect in or omission of such numbers.

(17) *COLLATERAL*. The Notes and the related Note Guarantees will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Collateral Documents. The Trustee and the Notes Collateral Agent, as the case may be, hold the Collateral in trust for the benefit of the Holders, in each case pursuant to the Collateral Documents and the First Lien Intercreditor Agreement and Junior Lien Intercreditor Agreement, if any. Each Holder, by accepting this Note, consents and agrees to the terms of the Collateral Documents (including the provisions providing for the foreclosure and release of Collateral) and the First Lien Intercreditor Agreement and Junior Lien Intercreditor Agreement, if any, each as may be in effect or may be amended from time to time in accordance with their terms and the Indenture, and authorizes and directs the Notes Collateral Agent to enter into the Collateral Documents and the First Lien Intercreditor Agreement and Junior Lien Intercreditor Agreement, if any, on the Issue Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

(18) *GOVERNING LAW*. THE INDENTURE, THIS NOTE AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE ISSUER, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THIS NOTE OR THE TRANSACTIONS CONTEMPLATED THEREBY OR HEREBY.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Icon Investments Six Designated Activity Company
South County Business Park, Leopardstown
Dublin 18, D18 X5R3, Ireland
Attention: FAO Group Treasurer
Phone: +353 1 291 2000

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:_____
(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, sign and return this form as directed.

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, state the amount you elect to have purchased:

$

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $[_____].

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	**Amount of decrease in Principal Amount of this Global Note**	**Amount of increase in Principal Amount of this Global Note**	**Principal Amount of this Global Note following such decrease (or increase)**	**Signature of authorized officer of Trustee or Notes Custodian**

* *This schedule should be included only if the Note is issued in global form.*

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Face of Note]

CUSIP 45115A AB0
ISIN US45115AAB08

5.849% SENIOR SECURED NOTES DUE 2029

No. _____ $_____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

promises to pay to _____ or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [_____ DOLLARS] on _____.

Original Issue Date: May 8, 2024.

Interest Payment Dates: May 8 and November 8.

Record Dates: April 24 and October 23.

Interest Rate: 5.849%.

Additional provisions of this Note are set forth on the other side of this Note.

Dated: _____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: _____
Name:
Title:

[Signature Page to 5.849% Senior Secured Note due 2029]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to
in the within-mentioned Indenture:

CITIBANK, N.A.,
as Trustee

By: _____
Authorized Signatory

[Signature Page to 5.849% Senior Secured Note due 2029]

[Form of Reverse Side of Initial Note]

5.849% Senior Secured Notes due 2029 (the "*Notes*")

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) *INTEREST*.

The Issuer promises to pay interest semi-annually in arrears May 8 and November 8 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "*Interest Payment Date*"). Interest on the Notes (computed on the basis of a 360-day year consisting of twelve 30-day months) will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date (shown on the face of this Note) until maturity at a rate per annum equal to 5.849%; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further* that the first Interest Payment Date shall be November 8, 2024. If an interest payment date or the maturity date falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date the payment was due, and no interest shall accrue for the intervening period.

(2) *METHOD OF PAYMENT*.

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the April 24 or October 23 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.14 of the Base Indenture with respect to defaulted interest. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Paying Agent maintained for such purpose within the City and State of New York, or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their addresses set forth in the books and records of the Registrar; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of and interest and premium, if any, on, all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment will be in such money of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) *PAYING AGENT AND REGISTRAR*.

Initially, Citibank, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

(4) *INDENTURE*.

The Issuer issued the Notes pursuant to an Indenture, dated as of May 8, 2024 (the "*Base Indenture*"), among the Issuer, Parent and the Trustee, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, dated as of May 8, 2024 (the "*First Supplemental Indenture*"; the Base Indenture, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, the "*Indenture*").

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and to the Trust Indenture Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are senior secured obligations of the Issuer. The Indenture does not limit the aggregate principal amount of Notes that may be issued thereunder.

The Issuer's obligations under the Notes are unconditionally guaranteed on a senior secured basis, to the extent set forth in the Indenture and the Collateral Documents, by each of the Guarantors to the extent set forth in the Indenture.

(5) *OPTIONAL REDEMPTION*.

Prior to April 8, 2029 (the "*Par Call Date*"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming that such Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined below) plus 20 basis points, less unpaid interest accrued to the date of redemption (any excess of the amount described in this bullet point over the amount described in the immediately succeeding bullet point, the "*Applicable Premium*"); and

(b) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date, as calculated by the Issuer, which the Trustee shall not be required to review, investigate or verify.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

"*Treasury Rate*" means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of Notes to be redeemed.

The Trustee shall have no responsibility for calculating the redemption price for the Notes.

Unless the Issuer defaults in the payment of the redemption price, on and after its redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. At or before 10:00 a.m. (New York time) on the redemption date, the Issuer will deposit with the Trustee or a paying agent money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on such date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected in accordance with the procedures of DTC.

(6) *MANDATORY REDEMPTION*.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

(7) *NOTICE OF REDEMPTION*.

Notice of redemption will be sent at least 10 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notes in denominations larger than $200,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed.

(8) *REPURCHASE AT THE OPTION OF HOLDER*.

If a Change of Control Triggering Event occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes pursuant to Section 3.01 of the First Supplemental Indenture, within 30 days following such Change of Control Triggering Event, the Issuer will make a Change of Control Offer on the terms set forth in the Indenture and in compliance with Section 3.05 of the First Supplemental Indenture. In the Change of Control Offer, the Issuer will offer to purchase all of the Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but not including, the date of purchase (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date if the Notes have not been redeemed or repurchased prior to such date).

(9) *DENOMINATIONS, TRANSFER, EXCHANGE*.

The Notes are in registered form without coupons in minimum denominations of $200,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer or exchange of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Notes (i) for a period beginning at the opening of business 15 days immediately preceding the sending of notice of redemption of Notes selected for redemption and ending at the close of business on the day such notice is sent or (ii) during the period between a record date and the corresponding Interest Payment Date.

(10) *PERSONS DEEMED OWNERS*. The registered Holder of a Note may be treated as its owner for all purposes.

(11) *AMENDMENT, SUPPLEMENT AND WAIVER*. The Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Notes and the Note Guarantees may be amended, supplemented or waived as provided in the Indenture.

(12) *DEFAULTS AND REMEDIES*. If there is a continuing Event of Default (other than an Event of Default specified in Sections 6.01(6) and 6.01(7) of the Indenture with respect to the Parent or the Issuer) with respect to the Notes, either the Trustee or the Holders of at least 25% of the outstanding principal amount of such Notes affected thereby may declare the principal amount of all of such Notes to be due and payable immediately. However, at any time after the Trustee or the Holders, as the case may be, declare an acceleration with respect to any such Notes, but before the applicable person has obtained a judgment or decree based on such acceleration, the Holders of a majority in principal amount of the outstanding Notes may, under certain conditions, cancel such acceleration if the Parent has cured all Events of Default (other than the nonpayment of accelerated principal) with respect to the Notes or all such Events of Default have been waived as provided in the Indenture. If an Event of Default specified in Sections 6.01(6) and 6.01(7) of the First Supplemental Indenture with respect to the Parent or the Issuer occurs, all outstanding Notes shall become due and payable without any further action or notice.

(12) *TRUSTEE DEALINGS WITH ISSUER*. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuer or its respective Affiliates, and may otherwise deal with the Issuer or its respective Affiliates, as if it were not the Trustee.

(13) *NO RECOURSE AGAINST OTHERS*. No past, present or future director, officer, member, manager, partner, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(14) *AUTHENTICATION*. This Note will not be valid until authenticated by the manual, facsimile or electronic (including PDF) signature of the Trustee or an authenticating agent.

(15) ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(16) *CUSIP NUMBERS*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed thereon. No redemption will be affected by any defect in or omission of such numbers.

(17) *COLLATERAL*. The Notes and the related Note Guarantees will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Collateral Documents. The Trustee and the Notes Collateral Agent, as the case may be, hold the Collateral in trust for the benefit of the Holders, in each case pursuant to the Collateral Documents and the First Lien Intercreditor Agreement. Each Holder, by accepting this Note, consents and agrees to the terms of the Collateral Documents (including the provisions providing for the foreclosure and release of Collateral) and the First Lien Intercreditor Agreement, each as may be in effect or may be amended from time to time in accordance with their terms and the Indenture, and authorizes and directs the Notes Collateral Agent to enter into the Collateral Documents and the First Lien Intercreditor Agreement on the Issue Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

(18) *GOVERNING LAW*. THE INDENTURE, THIS NOTE AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE ISSUER, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THIS NOTE OR THE TRANSACTIONS CONTEMPLATED THEREBY OR HEREBY.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Icon Investments Six Designated Activity Company
South County Business Park, Leopardstown
Dublin 18, D18 X5R3, Ireland
Attention: FAO Group Treasurer
Phone: +353 1 291 2000

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, sign and return this form as directed.

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, state the amount you elect to have purchased:

$

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $[_____].

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	**Amount of decrease in Principal Amount of this Global Note**	**Amount of increase in Principal Amount of this Global Note**	**Principal Amount of this Global Note following such decrease (or increase)**	**Signature of authorized officer of Trustee or Notes Custodian**

* *This schedule should be included only if the Note is issued in global form.*

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Face of Note]

CUSIP 45115A AC8
ISIN US45115AAC80

6.000% SENIOR SECURED NOTES DUE 2034

No. _____ $_____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

promises to pay to _____ or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [_____ DOLLARS] on _____.

Original Issue Date: May 8, 2024.

Interest Payment Dates: May 8 and November 8.

Record Dates: April 24 and October 23.

Interest Rate: 6.000%.

Additional provisions of this Note are set forth on the other side of this Note.

Dated: _____

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: _____
Name:
Title:

[Signature Page to 6.000% Senior Secured Note due 2034]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to
in the within-mentioned Indenture:

CITIBANK, N.A.,
as Trustee

By: _____
Authorized Signatory

[Signature Page to 6.000% Senior Secured Note due 2034]

[Form of Reverse Side of Initial Note]

6.000% Senior Secured Notes due 2034 (the "*Notes*")

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) *INTEREST*.

The Issuer promises to pay interest semi-annually in arrears May 8 and November 8 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "*Interest Payment Date*"). Interest on the Notes (computed on the basis of a 360-day year consisting of twelve 30-day months) will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Original Issue Date (shown on the face of this Note) until maturity at a rate per annum equal to 6.000%; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further* that the first Interest Payment Date shall be November 8, 2024. If an interest payment date or the maturity date falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date the payment was due, and no interest shall accrue for the intervening period.

(2) *METHOD OF PAYMENT*.

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the April 24 or October 23 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.14 of the Base Indenture with respect to defaulted interest. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Paying Agent maintained for such purpose within the City and State of New York, or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their addresses set forth in the books and records of the Registrar; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of and interest and premium, if any, on, all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment will be in such money of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) *PAYING AGENT AND REGISTRAR*.

Initially, Citibank, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

(4) *INDENTURE*.

The Issuer issued the Notes pursuant to an Indenture, dated as of May 8, 2024 (the "*Base Indenture*"), among the Issuer, Parent and the Trustee, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, dated as of May 8, 2024 (the "*First Supplemental Indenture*"; the Base Indenture, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, the "*Indenture*").

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and to the Trust Indenture Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are senior secured obligations of the Issuer. The Indenture does not limit the aggregate principal amount of Notes that may be issued thereunder.

The Issuer's obligations under the Notes are unconditionally guaranteed on a senior secured basis, to the extent set forth in the Indenture and the Collateral Documents, by each of the Guarantors to the extent set forth in the Indenture.

(5) *OPTIONAL REDEMPTION*.

Prior to February 8, 2034 (the "*Par Call Date*"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming that such Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined below) plus 25 basis points, less unpaid interest accrued to the date of redemption (any excess of the amount described in this bullet point over the amount described in the immediately succeeding bullet point, the "*Applicable Premium*"); and

(b) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to the redemption date, as calculated by the Issuer, which the Trustee shall not be required to review, investigate or verify.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

"*Treasury Rate*" means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the "*Remaining Life*"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of Notes to be redeemed.

The Trustee shall have no responsibility for calculating the redemption price for the Notes.

Unless the Issuer defaults in the payment of the redemption price, on an after its redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. At or before 10:00 a.m. (New York time) on the redemption date, the Issuer will deposit with the Trustee or a paying agent money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on such date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected in accordance with the procedures of DTC.

(6) *MANDATORY REDEMPTION*.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

(7) *NOTICE OF REDEMPTION*.

Notice of redemption will be sent at least 10 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed, except that redemption notices may be sent or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notes in denominations larger than $200,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed.

(8) *REPURCHASE AT THE OPTION OF HOLDER*.

If a Change of Control Triggering Event occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes pursuant to Section 3.01 of the First Supplemental Indenture, within 30 days following such Change of Control Triggering Event, the Issuer will make a Change of Control Offer on the terms set forth in the Indenture and in compliance with Section 3.05 of the First Supplemental Indenture. In the Change of Control Offer, the Issuer will offer to purchase all of the Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but not including, the date of purchase (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date if the Notes have not been redeemed or repurchased prior to such date).

(9) *DENOMINATIONS, TRANSFER, EXCHANGE*.

The Notes are in registered form without coupons in minimum denominations of $200,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer or exchange of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Notes (i) for a period beginning at the opening of business 15 days immediately preceding the sending of notice of redemption of Notes selected for redemption and ending at the close of business on the day such notice is sent or (ii) during the period between a record date and the corresponding Interest Payment Date.

(10) *PERSONS DEEMED OWNERS*. The registered Holder of a Note may be treated as its owner for all purposes.

(11) *AMENDMENT, SUPPLEMENT AND WAIVER*. The Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Notes and the Note Guarantees may be amended, supplemented or waived as provided in the Indenture.

(12) *DEFAULTS AND REMEDIES*. If there is a continuing Event of Default (other than an Event of Default specified in Sections 6.01(6) and 6.01(7) of the Indenture with respect to the Parent or the Issuer) with respect to the Notes, either the Trustee or the Holders of at least 25% of the outstanding principal amount of such Notes affected thereby may declare the principal amount of all of such Notes to be due and payable immediately. However, at any time after the Trustee or the Holders, as the case may be, declare an acceleration with respect to any such Notes, but before the applicable person has obtained a judgment or decree based on such acceleration, the Holders of a majority in principal amount of the outstanding Notes may, under certain conditions, cancel such acceleration if the Parent has cured all Events of Default (other than the nonpayment of accelerated principal) with respect to the Notes or all such Events of Default have been waived as provided in the Indenture. If an Event of Default specified in Sections 6.01(6) and 6.01(7) of the First Supplemental Indenture with respect to the Parent or the Issuer occurs, all outstanding Notes shall become due and payable without any further action or notice.

(12) *TRUSTEE DEALINGS WITH ISSUER*. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuer or its respective Affiliates, and may otherwise deal with the Issuer or its respective Affiliates, as if it were not the Trustee.

(13) *NO RECOURSE AGAINST OTHERS*. No past, present or future director, officer, member, manager, partner, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the First Lien Intercreditor Agreement, the Collateral Documents, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(14) *AUTHENTICATION*. This Note will not be valid until authenticated by the manual, facsimile or electronic (including PDF) signature of the Trustee or an authenticating agent.

(15) ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(16) *CUSIP NUMBERS*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed thereon. No redemption will be affected by any defect in or omission of such numbers.

(17) *COLLATERAL*. The Notes and the related Note Guarantees will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Collateral Documents. The Trustee and the Notes Collateral Agent, as the case may be, hold the Collateral in trust for the benefit of the Holders, in each case pursuant to the Collateral Documents and the First Lien Intercreditor Agreement. Each Holder, by accepting this Note, consents and agrees to the terms of the Collateral Documents (including the provisions providing for the foreclosure and release of Collateral) and the First Lien Intercreditor Agreement, each as may be in effect or may be amended from time to time in accordance with their terms and the Indenture, and authorizes and directs the Notes Collateral Agent to enter into the Collateral Documents and the First Lien Intercreditor Agreement on the Issue Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

(18) *GOVERNING LAW*. THE INDENTURE, THIS NOTE AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE ISSUER, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THIS NOTE OR THE TRANSACTIONS CONTEMPLATED THEREBY OR HEREBY.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Icon Investments Six Designated Activity Company
South County Business Park, Leopardstown
Dublin 18, D18 X5R3, Ireland
Attention: FAO Group Treasurer
Phone: +353 1 291 2000

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, sign and return this form as directed.

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 4.02 of the First Supplemental Indenture, state the amount you elect to have purchased:

$

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $[_____].

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Notes Custodian

* *This schedule should be included only if the Note is issued in global form.*

EXHIBIT D

[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of [_____], among (the "*Guaranteeing Entity*"), a parent or subsidiary of the Parent (as defined below), the other Guarantors (as defined in the Indenture referred to herein) and Citibank, N.A., as trustee (the "*Trustee*") and Citibank, N.A., London Branch, as notes collateral agent (the "*Notes Collateral Agent*") under the Indenture referred to below.

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the "*Base Indenture*"), dated as of May 8, 2024, among ICON Investments Six Designated Activity Company, ICON public limited company (the "*Parent*") and the Trustee, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, dated as of May 8, 2024 (the "*First Supplemental Indenture*"; the Base Indenture, as amended and supplemented with respect to the Notes by the First Supplemental Indenture, the "*Indenture*"), providing for the issuance of 5.809% Senior Secured Notes due 2027, 5.849% Senior Secured Notes due 2029 and 6.000% Senior Secured Notes due 2034 (collectively, the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Entity shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Entity shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, pursuant to Section 9.01 of the Base Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Entity and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement To Guarantee. The Guaranteeing Entity hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 of the Base Indenture.

3. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. NEW YORK LAW TO GOVERN; WAIVER OF JURY TRIAL. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE ISSUER AND THE GUARANTORS CONSENTS AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK IN RELATION TO ANY LEGAL ACTION OR PROCEEDING (I) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE INDENTURE, AS SUPPLEMENTED, THE NOTES, THE GUARANTEES AND ANY RELATED DOCUMENTS AND/OR (II) ARISING UNDER ANY U.S. FEDERAL OR U.S. STATE SECURITIES LAWS IN RESPECT OF THE NOTES, THE GUARANTEES AND ANY SECURITIES ISSUED PURSUANT TO THE TERMS OF THE INDENTURE, AS SUPPLEMENTED. THE ISSUER AND THE GUARANTORS WAIVES ANY OBJECTION TO PROCEEDINGS IN ANY SUCH COURTS, WHETHER ON THE GROUND OF VENUE OR ON THE GROUND THAT THE PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM. THE ISSUER AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT ICON US HOLDINGS INC. (ICON US HOLDINGS INC., 731 ARBOR WAY, SUITE 100, BLUE BELL PA 19422), AS ITS AGENT FOR SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE ISSUER AND THE GUARANTORS AGREES TO DELIVER, UPON THE EXECUTION AND DELIVERY OF THIS SUPPLEMENTAL INDENTURE, A WRITTEN ACCEPTANCE BY SUCH AGENT OF ITS APPOINTMENT AS SUCH AGENT. THE ISSUER AND THE GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, FURTHER AGREES TO TAKE ANY AND ALL ACTION, INCLUDING THE FILING OF ANY AND ALL SUCH DOCUMENTS AND INSTRUMENTS, AS MAY BE REASONABLY NECESSARY TO CONTINUE SUCH DESIGNATION AND APPOINTMENT OF CT CORPORATION SYSTEM IN FULL FORCE AND EFFECT FOR SO LONG AS THE INDENTURE, AS SUPPLEMENTED, REMAINS IN FORCE. THE ISSUER, THE TRUSTEE AND EACH OF THE GUARANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy (which may be provided via facsimile or other electronic transmission) shall be an original, but all of them together represent the same agreement.

6. Effect Of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Entity and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated:

[GUARANTEEING ENTITY]

By: _____
Name:
Title:

[ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY]

By: _____
Name:
Title:

[EXISTING GUARANTORS]

By: _____
Name:
Title:

[CITIBANK, N.A.],
as Trustee

By: _____
Name:
Title:

[Signature Page to Supplemental Indenture]

Exhibit 5.1

CAHILL GORDON & REINDEL LLP
32 OLD SLIP
NEW YORK, NY 10005

TELEPHONE: (212) 701-3000
WWW.CAHILL.COM

1990 K STREET, N.W.
WASHINGTON, DC 20006-1181
(202) 862-8900

CAHILL GORDON & REINDEL (UK) LLP
20 FENCHURCH STREET
LONDON EC3M 3BY
+44 (0) 20 7920 9800

WRITER'S DIRECT NUMBER

(212) 701-3000

May 8, 2024

ICON public limited company
South County Business Park, Leopardstown
Dublin 18, D18 X5R3
Ireland

Ladies and Gentlemen:

We have acted as special counsel to ICON plc, an Irish public limited company (the "Company") and ICON Investments Six Designated Activity Company, an Irish designated activity company (the "Issuer") in connection with the Issuer's offering pursuant to a registration statement on Form F-3 (No. 333-278943), dated as of April 26, 2024 (including the documents incorporated by reference therein, the "Registration Statement") and filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act") and the prospectus, dated as of April 26, 2024, as supplemented by the prospectus supplement thereto, dated as of April 30, 2024 (together, the "Prospectus"), of (i) $750,000,000 aggregate principal amount of 5.809% Senior Secured Notes due 2027 (the "2027 Notes"), (ii) $750,000,000 aggregate principal amount of 5.849% Senior Secured Notes due 2029 (the "2029 Notes") and (iii) $500,000,000 aggregate principal amount of 6.000% Senior Secured Notes due 2034 (the "2034 Notes" and, together with the 2027 Notes and the 2029 Notes, the "Notes"). The Notes were issued under a base indenture, dated as of May 8, 2024 (the "Base Indenture"), among the Issuer, the Company, and Citibank, N.A., as Trustee (in such capacity, the "Trustee") as supplemented by that certain First Supplemental Indenture, dated as of May 8, 2024 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), among the Issuer, the Company, the other guarantors from time to time party thereto (together with the Company, the "Guarantors"), the Trustee and Citibank, N.A., London Branch, as notes collateral agent.

In rendering the opinions set forth herein, we have examined, among other documents, the following documents:

(a) the Registration Statement;

(b) the Prospectus;

(c) an executed copy of the Underwriting Agreement dated April 30, 2024 among the Issuer, the Company, the guarantors party thereto and the several underwriters party thereto;

(d) the Base Indenture;

(e) the Supplemental Indenture;

(f) the Note Guarantees (as defined in the Supplemental Indenture) issued on the date of this letter (the "Guarantees");

(g) copies of the Notes in global form as executed by the Issuer and authenticated by the Trustee; and

(h) copies of the respective organizational documents certified by the secretary (or assistant secretary) of each Subsidiary Guarantor listed on Schedule I hereto and incorporated as a corporation in the State of Delaware (each, a "Delaware Corporate Subsidiary Guarantor") and each Subsidiary Guarantor listed on Schedule I hereto and formed as a limited liability company in the State of Delaware (each, a "Delaware LLC Subsidiary Guarantor" and, together with the Delaware Corporate Subsidiary Guarantors, the "Delaware Guarantors").

In connection with this opinion, we have relied, without independent verification as to all matters of fact, upon certificates and written statements of officers of the Issuer and the Guarantors and we have assumed (i) the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies, (ii) the Issuer and each Guarantor (other than the Delaware Guarantors) has been duly incorporated and is a validly existing company under the laws of its respective jurisdiction of organization, (iii) the Base Indenture has been duly authorized, executed and delivered by the Company and the Issuer, (iv) the Supplemental Indenture has been duly authorized, executed and delivered by the Issuer and the Guarantors (other than the Delaware Guarantors), (v) the Base Indenture has been duly authorized, executed and delivered by the Trustee, (vi) the Supplemental Indenture has been duly authorized, executed and delivered by each of the Trustee and the Notes Collateral Agent and (vii) the opinion letters of (a) A&L Goodbody, which is being furnished as Exhibit 5.2 to the Current Report on Form 6-K of the Company dated May 8, 2024 (the "6-K"), (b) Loyens & Loeff Luxembourg SARL, which is being furnished as Exhibit 5.3 to the 6-K, (c) McGuireWoods LLP, which is being furnished as Exhibit 5.4 to the 6-K and (d) Locke Lord LLP, which is being furnished as Exhibit 5.5 to the 6-K, are accurate at the time of any offer or sale of the Notes and the Guarantee of the Notes by the Guarantors.

Based on the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that, when the Notes are authenticated in accordance with the provisions of the Indenture and delivered and paid for as contemplated in the Registration Statement, as amended:

(i) the Notes will constitute legal, valid and binding obligations of the Issuer thereof, enforceable against the Issuer in accordance with their respective terms, and

(ii) the Guarantees will constitute legal, valid and binding obligations of each Guarantor, enforceable against such Guarantor in accordance with their terms.

The opinions expressed above are subject to the following exceptions, qualifications, limitations, and assumptions:

A. We are members of the bar of the State of New York, and in rendering this opinion we express no opinion as to the laws of any jurisdiction other than the laws of the State of New York, the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act.

B. The opinions above are each subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law and (iii) the effects of the possible judicial application of foreign laws.

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights, (ii) any waiver (whether or not stated as such) under the Indenture or any other applicable document of, or any consent thereunder relating to, unknown future rights or the rights of any party thereto existing, or duties owing to it, as a matter of law, (iii) any waiver (whether or not stated as such) contained in the Indenture or any other applicable document of rights of any party, or duties owing to it, that is broadly or vaguely stated or does not describe the right or duty purportedly waived with reasonable specificity, (iv) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or securities laws or due to the negligence or willful misconduct of an indemnified party, (v) any purported fraudulent transfer “savings” clause, or (vi) any provision to the effect that every right or remedy is cumulative and may be exercised in addition to any other right or remedy or that the election of some particular remedy does not preclude recourse to one or more others.

For purposes of this opinion, we have also examined and relied without investigation upon the accuracy of the opinion letters of (i) A&L Goodbody, dated the date hereof and furnished as Exhibit 5.2 to the 6-K, (ii) Loyens & Loeff Luxembourg SARL, dated the date hereof and furnished as Exhibit 5.3 to the 6-K, (iii) McGuireWoods LLP, dated the date hereof and furnished as Exhibit 5.4 to the 6-K and (iv) Locke Lord LLP, dated the date hereof and furnished as Exhibit 5.5 to the 6-K.

We hereby consent to the use of our firm's name under the caption "Legal Matters" in the Prospectus and to the furnishing of this opinion with the Commission as an exhibit to the 6-K. In giving such consent we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Cahill Gordon & Reindel LLP

Schedule I

Entity:

DELAWARE CORPORATIONS:

Beacon Bioscience, Inc.

ICON Laboratory Services, Inc.

MolecularMD Corp.

ICON US Holdings Inc.

PRA Health Sciences, Inc.

ReSearch Pharmaceutical Services, Inc.

Symphony Health Solutions Corporation

PRA Holdings, Inc.

DELAWARE LIMITED LIABILITY COMPANIES:

ICON Clinical Research LLC

PriceSpective LLC

ICON Clinical Investments, LLC

Source Healthcare Analytics, LLC

CRN Holdings, LLC

PRA International, LLC

Roy RPS Holdings LLC

RPS Global Holdings, LLC

RPS Parent Holding LLC

Exhibit 5.2

A&L Goodbody

A&L Goodbody LLP
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Dublin
Belfast
London
New York
San Francisco
Palo Alto

Date | 8 May 2024

Our ref | 01445620

Your ref |

ICON Public Limited Company
South County Business Park
Leopardstown
Dublin 18
Dublin
D18X5R3

Dear Addressee

We have acted on the behalf of the companies listed in Schedule 1 hereto (the **Companies** and each a **Company**) which have requested us to give you this opinion in connection with the offering by ICON Investments Six DAC (the **Issuer**) of USD$2,000,000,000 aggregate principal amount of: (i) 5.809% USD$750,000,000 Senior Secured Notes due 2027; (ii) 5.849% USD$750,000,000 Senior Secured Notes due 2029; and (iii) 6% USD$500,000,000 Senior Secured Notes due 2034 pursuant to a base indenture between, among others, the Issuer, ICON public limited company (**ICON plc**), and Citibank, N.A., as trustee (the **Trustee**) as supplemented by a supplemental indenture for each series of Notes between, amongst others, the Issuer, ICON plc, the other guarantors party thereto, the Trustee, and Citibank, N.A., London Brach, as notes collateral agent (the **Notes Collateral Agent**) and an underwriting agreement between, amongst others, the Issuer, ICON plc as parent and as a guarantor, the other guarantors as listed therein and Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Santander US Capital Markets LLC as representatives of the underwriters listed therein (the **Transaction**).

The offer and sale of the Notes is being made pursuant to the registration statement on Form S-3 (the **Registration Statement**), filed with the Securities and Exchange Commission (the **SEC**) on 26 April 2024 (File No. 333-278943) by ICON plc and the Issuer which Registration Statement includes a prospectus dated 26 April 2024 (the **Base Prospectus**), as supplemented by the preliminary prospectus dated 26 April 2024 and the final prospectus supplement dated as of 30 April 2024 relating to the issuance by the Issuer of the Notes.

1 We have examined pdf copies of:

1.1 the base indenture dated 8 May 2024, including the guarantees contained therein, between among others, the Issuer, ICON plc, and the Trustee (the **Base Indenture**);

1.2 a supplemental indenture dated 8 May 2024 in respect of the Notes (as defined below), including the guarantees contained therein, between, amongst others, the Issuer, ICON plc, the other Companies as guarantors, the Trustee and the Notes Collateral Agent (the **Supplemental Indenture**)

1.3 the notes issued pursuant to the Base Indenture and the Supplemental Indenture (the **Notes**);

1.4 the underwriting agreement between dated 30 April 2024, amongst others, the Issuer, ICON plc as parent and as a guarantor, the other Companies as guarantors and Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Santander US Capital Markets LLC as underwriters listed therein (the **Underwriting Agreement**);

1.5 the form F-3 registration statement dated 26 April 2024 executed by each of the Companies;

1.6 the preliminary prospectus supplement dated 26 April 2024 relating to the Notes (the **Preliminary Prospectus Supplement**);

1.7 the final prospectus supplement dated 30 April 2024 relating to the Notes (the **Final Prospectus Supplement**);

(the documents above, excluding the Preliminary Prospectus Supplement and the Final Prospectus Supplement, are the **Agreements**); and

1.8 a corporate certificate dated on or about the date hereof (the **Certificate**) of each Company attaching:

1.8.1 copies of the certificate of incorporation, the certificate on change of name (as applicable) and the constitution of each Company;

1.8.2 in respect of the Certificate of ICON plc only, an extract of the minutes of a meeting of the board of directors of ICON plc held on 23 April 2024 and in respect of each other Company, a copy of the minutes of a meeting of the board of directors of such Company held on 25 April 2024;

1.8.3 in respect of the Issuer, a copy of the minutes of a meeting of the board of directors held on 7 May 2024; and

1.8.4 a copy of the power of attorney of each Company dated 25 April 2024;

1.8.5 in respect of the Issuer, a copy of the power of attorney dated 7 May 2024,

and such other documents as we have considered necessary or desirable to examine in order that we may give this opinion.

Capitalised terms used but not defined herein shall have their meaning assigned to them in the Underwriting Agreement.

2 For the purpose of giving this opinion we have assumed:

2.1 the authenticity of all documents submitted to us as originals and the completeness and conformity to the originals of all copies of documents of any kind furnished to us;

2.2 that the copies produced to us of minutes of meetings and/or of resolutions are true copies and correctly record the proceedings of such meetings and/or the subject-matter which they purport to record and that any meetings referred to in such copies were duly convened and held and that all resolutions set out in such minutes were duly passed and are in full force and effect;

2.3 the genuineness of all the signatures (electronic or otherwise), stamps and seals on all original and copy documents which we have examined, and that any signatures (electronic or otherwise) are the signatures of the persons who they purport to be, that each witness to a signature (electronic or otherwise) actually physically witnessed that signature, and that each original was executed in the manner appearing on the copy;

2.4 that each party to each of the Agreements has consented to the execution by each Company by way of electronic signature (where applicable) and that where each Agreement has been executed on behalf of the Company using a software platform, that enables an advanced electronic signature or a qualified electronic signature to be applied to the Agreement, each such signature was applied under the authority and control of the relevant signatory;

2.5 that the constitution and/or memorandum and articles of association of each Company is correct and up to date;

2.6 the accuracy and completeness as to factual matters of the representations and warranties of each Company contained in the Agreements and the accuracy of all Certificates provided to us by each Company;

2.7 that there are no agreements or arrangements in existence which in any way amend or vary the terms of the Transaction as disclosed by the Agreements;

2.8 without having made any investigation, that the terms of the Agreements are lawful and fully enforceable under the laws of the State of New York and any other applicable laws other than the laws of Ireland;

2.9 the accuracy and completeness of all information appearing on public records;

2.10 that each Company has entered into the Transaction and the Agreements in good faith, for its legitimate business purposes, for good consideration, and that it derives commercial benefit from the Transaction commensurate with the risks undertaken by it in the Transaction;

2.11 the Base Indenture and the Supplemental Indenture remain in full force and effect and have not been revoked, rescinded or terminated, or amended or varied save as pursuant to the Agreements;

2.12 that the Notes issued in connection with the Transaction will not be sold or offered for sale to any persons resident in Ireland; and

2.13 that each Company will not, by the entry into the Agreements and the performance of the transactions contemplated thereby, be giving financial assistance for the purposes of Section 82 of the Companies Act.

3 We express no opinion as to any matters falling to be determined other than under the laws of Ireland and, without reference to provisions of other laws imported by Irish private international law, in Ireland as of the date of this letter. Subject to that qualification and to the other qualifications set out herein, we are of the opinion that:

3.1 each Company is duly incorporated under the laws of Ireland (as: in the case of ICON plc, a public limited company; as in the case of ICON Clinical Research Limited, Accellacare Limited, DOCS Resourcing Limited and ICON Clinical Research Property Development (Ireland) Limited, ICON Clinical Research International Limited, ICON Clinical Research Property Holdings (Ireland) Limited, private companies; as in the case of the Issuer, a designated activity company; and as in the case of the Unlimited Companies (as defined below) are unlimited companies) and is a separate legal entity, subject to suit in its own name. Based only on searches carried out in the Irish Companies Registration Office (the **CRO**) and the Central Office of the High Court on the date of this opinion, each Company is validly existing under the laws of Ireland and no steps have been taken or are being taken to appoint a receiver, examiner or liquidator over it or to wind it up;

3.2 each Company has the necessary power and authority, and all necessary corporate and other action has been taken, to enable it to execute, deliver and perform the obligations undertaken by it under the Agreements to which it is a party, and the implementation by each Company of the foregoing will not cause:

3.2.1 any limit on it or on its directors (whether imposed by the documents constituting the relevant Company or by statute or regulation) to be exceeded; or

3.2.2 any law or order to be contravened;

3.3 each of the Agreements to which the relevant Company is party has been duly executed on its behalf;

3.4 no authorisations, approvals, licences, exemptions or consents of governmental or regulatory authorities with respect to the Agreements are required to be obtained by any Company in Ireland; and

3.5 it is not necessary or advisable under the laws of Ireland in order to ensure the validity, enforceability or priority of the obligations or rights of any party to the Agreements that any of the Agreements be filed, registered, recorded, or notarised in any public office or elsewhere or that any other instrument relating thereto be signed, delivered, filed, registered or recorded;

3.6 no Company is entitled to claim any immunity from suit, execution, attachment or other legal process in Ireland;

3.7 in any proceedings taken in Ireland for the enforcement of the Agreements, the choice of the laws of the State of New York as the governing law of the Agreements would be upheld by the Irish courts in accordance with the provisions of the Rome/Regulation EC No. 593/2008 on the Law Applicable to Contractual Obligations;

3.8 the submission on the part of any Company under the Agreements to the jurisdiction of the courts of the State of New York is valid and binding on such Company and will be upheld by the Irish courts;

3.9 in any proceedings taken in Ireland for the enforcement of a judgment obtained against any Company in the courts of the State of New York (a **Foreign Judgment**) the Foreign Judgment should be recognised and enforced by the courts of Ireland save that to enforce such a Foreign Judgment in Ireland it would be necessary to obtain an order of the Irish courts. Such order should be granted on proper proof of the Foreign Judgment without any re-trial or examination of the merits of the case subject to the following qualifications:

3.9.1 that the foreign court had jurisdiction, according to the laws of Ireland;

3.9.2 that the Foreign *Judgment was not obtained by fraud;*

3.9.3 that the Foreign Judgment is not contrary to public policy or natural justice as understood in Irish law;

3.9.4 that the Foreign Judgment is final and conclusive;

3.9.5 that the Foreign Judgment is for a definite sum of money;

3.9.6 that the procedural rules of the court giving the Foreign Judgment have been observed; and

any such order of the Irish courts may be expressed in a currency other than euro in respect of the amount due and payable by the Company but such order may be issued out of the Central Office of the Irish High Court expressed in euro by reference to the official rate of exchange prevailing on the date of issue of such order. However, in the event of a winding up of the Company, amounts claimed by or against the Company in a currency other than the euro (the **Foreign Currency**) would, to the extent properly payable in the winding up, be paid if not in the Foreign Currency in the euro equivalent of the amount due in the Foreign Currency converted at the rate of exchange pertaining on the date of the commencement of such winding up.

4 The opinions set forth in this opinion letter are given subject to the following qualifications:

4.1 an order of specific performance or any other equitable remedy is a discretionary remedy and is not available when damages are considered to be an adequate remedy;

4.2 this opinion is given subject to general provisions of Irish law relating to insolvency, bankruptcy, liquidation, reorganisation, receivership, moratoria, court scheme of arrangement, administration and examination, and the unfair preference of creditors and other Irish law generally affecting the rights of creditors;

4.3 this opinion is subject to the general laws relating to the limitation of actions in Ireland;

4.4 a determination, description, calculation, opinion or certificate of any person as to any matter provided for in the Agreements might be held by the Irish courts not to be final, conclusive or binding if it could be shown to have an unreasonable, incorrect, or arbitrary basis or not to have been made in good faith;

4.5 additional interest imposed by any clause of any Agreement might be held to constitute a penalty and the provisions of that clause imposing additional interest would thus be held to be void. The fact that such provisions are held to be void would not in itself prejudice the legality and enforceability of any other provisions of the relevant Agreements but could restrict the amount recoverable by way of interest under such Agreements;

4.6 claims may be or become subject to defences of set-off or counter-claim;

4.7 an Irish court has power to stay an action where it is shown that there is some other forum having competent jurisdiction which is more appropriate for the trial of the action, in which the case can be tried more suitably for the interests of all the parties and the ends of justice, and where staying the action is not inconsistent with the provisions of Regulation (EU) No. 1215/2012 (recast) on jurisdiction and the recognition and the enforcement of judgments in civil and commercial matters;

4.8 the enforceability of severance clauses is at the discretion of the court and may not be enforceable in all circumstances;

4.9 a waiver of all defences to any proceedings may not be enforceable;

4.10 provisions in any of the Agreements providing for indemnification resulting from loss suffered on conversion of the amount of a claim made in a foreign currency into euro in a liquidation may not be enforceable;

4.11 an Irish court may refuse to give effect to undertakings contained in any of the Agreements that the Company will pay legal expenses and costs in respect of any action before the Irish courts; and

4.12 we express no opinion on any taxation matters or on the contractual terms of the relevant documents other than by reference to the legal character thereof.

This opinion letter is given on the basis that it will be construed in accordance with, and governed in all respects by, the laws of Ireland which shall apply between us and all persons interested. We hereby consent to the filing of this opinion with the SEC as an exhibit to the Issuer's Current Report on Form 6-K to be filed on the date hereof, which Form 6-K will be incorporated by reference into the Registration Statement and to the reference to our firm contained under the heading “Legal Matters” in the Base Prospectus, Preliminary Prospectus Supplement and Final Prospectus Supplement included therein. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 as amended, or the rules and regulations of the SEC.

This Opinion is being delivered to you and may not be relied upon or distributed to any other person without our prior written consent, other than Cahill Gordon & Reindel LLP for the purposes solely of any legal opinion that they may be required to give with respect to the Registration Statement.

This opinion letter speaks only as of the date hereof and we disclaim any obligation to advise you or any other person of changes of law or fact that occur after the date hereof.

Yours faithfully

/s/ A&L Goodbody LLP

A&L Goodbody LLP

SCHEDULE 1

The Companies

1	ICON plc
2	ICON Investments Six Designated Activity Company
3	ICON Clinical Research Limited
4	Accellacare Limited
5	DOCS Resourcing Limited
6	ICON Clinical Research Property Development (Ireland) Limited
7	ICON Clinical Research International Limited
8	ICON Clinical Research Property Holdings (Ireland) Limited
9	ICON Clinical Global Holdings Unlimited Company
10	ICON Holdings Unlimited Company
11	ICON Operational Financing Unlimited Company
12	ICON Operational Holdings Unlimited Company
13	ICON Investments Four Unlimited Company
14	ICON Global Treasury Unlimited Company
15	ICON Clinical International Unlimited Company
16	ICON Clinical Research Holdings (Ireland) Unlimited Company

Each Company listed at 9 to 16 above together are referred to as the **Unlimited Companies** in this opinion letter.

LOYENS & LOEFF
Law & Tax

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To: the Addressees

RE **Luxembourg law legal opinion – ICON Notes Issuance 2024 – F-3 Form Registration Statement**
REFERENCE 70150611

Luxembourg, 8 May 2024

1 INTRODUCTION

We have acted as special legal counsel on certain matters of Luxembourg law to the Company in respect of the Opinion Document and with the filing of the Registration Statement (as defined below). We render this opinion letter regarding the Opinion Document.

2 DEFINITIONS

2.1 Capitalised terms used but not (otherwise) defined herein are used as defined in the Schedules to this opinion letter.

2.2 In this opinion letter:

Act means the United States Securities Act of 1933, as amended.

Addressees means the addressees of this opinion letter, listed in Schedule 1 (Addressees).

Companies Law means the Luxembourg law on commercial companies, dated 10 August 1915.

Company means ICON Luxembourg S.à r.l., with registered address at 61, rue de Rollingergrund, L-2440 Luxembourg, Luxembourg and registered with the RCS under number B66588.

Corporate Documents means the documents listed under paragraph 2.2 of Schedule 2 (Reviewed Documents).

Debt Securities means, collectively, the $750,000,000 Senior Secured Notes due 2027, the $750,000,000 Senior Secured Notes due 2029 and the $500,000,000 Senior Secured Notes due 2034, in each case, issued by the Issuer under the Opinion Document, guaranteed by the guarantors described therein (including the Company) and described in detail in the Prospectus which forms part of the Registration Statement.

Insolvency Proceedings means bankruptcy (*faillite*), suspension of payments (*sursis de paiements*), insolvency, liquidation, dissolution, reorganisation, restructuring, any proceedings and measures under the Luxembourg law of 7 August 2023 on business preservation and modernisation of bankruptcy law, administrative dissolution without liquidation procedure (*procédure de dissolution administrative sans liquidation*), the appointment of a temporary administrator (*administrateur provisoire*), and any similar Luxembourg or non-Luxembourg proceedings, regimes or officers relating to, or affecting, the rights of creditors generally.

Insolvency Regulation means the Regulation (EU) No 2015/848 on insolvency proceedings.

Issuer means ICON Investments Six Designated Activity Company.

Luxembourg means the Grand Duchy of Luxembourg.

Opinion Document means the document listed under paragraph 2 (Opinion Document) of Schedule 2 (Reviewed Documents).

Prospectus means the prospectus dated 26 April 2024, with regard to the offering of the Debt Securities by the Issuer, which forms part of the Registration Statement filed with the SEC by the Issuer and the guarantors described therein (including the Company) on 26 April 2024, as supplemented by the preliminary prospectus supplement dated 26 April 2024, and as further supplemented by the prospectus supplement dated 30 April 2024.

RCS means the Luxembourg Register of Commerce and Companies.

Registration Statement means the document listed under paragraph 1 (Offering Document) of Schedule 2 (Reviewed Documents).

Relevant Date means the date of the Resolutions, the date of the Opinion Document and the date of this opinion letter, as the case may be.

SEC means the United States Securities and Exchange Commission.

Trustee means Citibank, N.A., London Branch.

3 SCOPE OF INQUIRY

3.1 For the purpose of rendering this opinion letter, we have only examined and relied upon electronically transmitted copies of (i) the executed or enacted Opinion Document and the Registration Statement, and (ii) the documents listed in paragraph 2 (Organisational Documents) of Schedule 2 (Reviewed Documents).

3.2 We have not reviewed any documents incorporated by reference or referred to in the Opinion Document and therefore our opinions do not extend to such documents.

4 NATURE OF OPINION

4.1 We only express an opinion on matters of Luxembourg law in force on the date of this opinion letter, excluding unpublished case law. We undertake no obligation to update it or to advise of any changes in such laws or case law, their construction or application.

4.2 Except as expressly stated in this opinion letter, we do not express an opinion on public international law or on the rules of, or promulgated under, any treaty or by any treaty organisation or European law (save for rules implemented into Luxembourg law or directly applicable in Luxembourg), on regulatory and tax matters (including EMIR, AIFMD, MiFID II, MiFIR, SFTR, SFDR, the Securitisation Regulation and DAC 6 (including, in each case, their respective EU and national delegated or implementing legislation or regulation)), as well as on transfer pricing, competition, GDPR) accounting or administrative law, sanction laws and regulations or as to the consequences thereof.

4.3 Our opinion letter is strictly limited to the matters stated herein. We do not express any opinion on matters of fact, on the commercial and other non-legal aspects of the transactions contemplated by the Opinion Document and on any representations, warranties or other information included in the Opinion Document and any other document examined in connection with this opinion letter, except as expressly stated in this opinion letter. We have made no investigation in the Luxembourg register of beneficial owners.

4.4 We express no opinion in respect of the validity and enforceability of the Opinion Document and the creation, validity and perfection of any security interest under the Opinion Document.

4.5 We express no opinion with respect to the Registration Statement nor as regards the accuracy, truth or completeness of the information contained therein except as expressly stated in this opinion letter.

4.6 In this opinion letter, Luxembourg legal concepts are sometimes expressed in English terms and not in their original French or German terms. The concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. In addition, for the purpose of different areas of Luxembourg law, for instance tax law, a term may have a different meaning than for the purpose of other areas of Luxembourg law. The meaning to be attributed to the concepts described by the English terms shall be the meaning to be attributed to the equivalent Luxembourg concepts under the relevant area of Luxembourg law.

4.7 This opinion letter may only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Luxembourg law and be brought exclusively before the courts of the district of Luxembourg-City.

4.8 This opinion letter is issued by Loyens & Loeff Luxembourg SARL. Only Loyens & Loeff Luxembourg SARL can be held liable in connection with this opinion letter.

5 OPINIONS

The opinions expressed in this paragraph 5 (Opinions) should be read in conjunction with the assumptions set out in Schedule 3 (Assumptions) and the qualifications set out in Schedule 4 (Qualifications). On the basis of these assumptions and subject to these qualifications and any factual matters or information not disclosed to us in the course of our investigation, we are of the opinion that as at the date of this opinion letter:

5.1 Corporate status

The Company has been incorporated as a *société anonyme* (public limited liability company) and is existing as a *société à responsabilité limitée* (private limited liability company), for an unlimited duration.

5.2 Corporate power

The Company has the corporate power to execute the Opinion Document.

5.3 Due authorisation

The execution by the Company of the Opinion Document has been duly authorised by all requisite corporate action on the part of the Company.

5.4 Due execution

The Opinion Document has been duly executed by the Company.

5.5 No violation

The execution by the Company of the Opinion Document and the performance by the Company of its obligations thereunder do not conflict with, or result in a violation of the Articles or the Companies Law and any Luxembourg laws applicable to commercial companies generally.

5.6 Choice of law

The choice of the laws of the State of New York as the law governing the contractual rights and obligations contained in the Opinion Document is valid and binding under Luxembourg law.

5.7 Submission to jurisdiction

The submission to the jurisdiction of the courts of the State of New York as provided in the Opinion Document, will be will be recognised by Luxembourg courts.

5.8 Enforcement of court decision

A final and conclusive civil or commercial judgment obtained against the Company in the competent courts of the State of New York in respect of the Opinion Document would be recognised and enforced by Luxembourg courts subject to the applicable enforcement procedure (*exequatur*) as set out in the relevant provisions of the New Luxembourg Civil Procedure Code and in Luxembourg case law. Pursuant to

Luxembourg case law, the granting of exequatur is subject to the following requirements:

(a) the non-Luxembourg court order must be enforceable in the country of origin and must not contradict a court order already enforceable in Luxembourg;

(b) the non-Luxembourg court order must not infringe the exclusive jurisdiction of the Luxembourg courts and there must be a real link ("*lien caractérisé*") between the case and the non-Luxembourg court;

(c) the non-Luxembourg decision must not violate the rights of defence and the right to a fair trial;

(d) the considerations of the non-Luxembourg court order as well as the judgment as such must not contravene Luxembourg international public policy or must not have been given in proceedings of a tax or criminal nature; and

(e) the non-Luxembourg court order must not have been rendered subsequent to an evasion of Luxembourg law or jurisdiction (*fraude à la loi*).

5.9 **Immunity**

The Company is not entitled to any immunity from any legal proceedings in Luxembourg in respect of itself or its assets, in relation to the Opinion Document.

6 ADDRESSEES

6.1 This opinion letter is addressed to you and may only be relied upon by you in connection with the transactions to which the Opinion Document relates and may not be disclosed to and relied upon by any other person without our prior written consent, save that this opinion letter may be disclosed and relied upon by Cahill Gordon & Reindel LLP for the sole purpose of issuing a legal opinion in relation to the Registration Statement.

6.2 Notwithstanding paragraph 6.1 to the extent reasonably required, this opinion letter may be disclosed without our prior written consent to:

(a) any person to whom disclosure is required to be made by applicable law or court order or pursuant to the rules or regulations of any supervisory or regulatory body or in connection with any judicial proceedings;

(b) the officers, employees, auditors and professional advisers of any Addressee;

(c) any person to whom disclosure is required to be made required by the rules of any stock exchange on which the Debt Securities are listed; and

(d) any affiliate of any Addressee and the officers, employees, auditors and professional advisers of such affiliate;

in each case, on the basis that (i) such disclosure is made solely to enable any such person to be informed that an opinion letter has been given and to be made aware of its terms but not for the purposes of reliance, (ii) we do not assume any duty or liability

to any person to whom such disclosure is made and (iii) (other than in relation to disclosure under paragraph (a)) such person agrees not to further disclose this opinion letter or its contents to any other person, other than as permitted above, without our prior written consent.

We consent to the filing of this opinion letter as an exhibit to the Current Report on Form 6-K relating to the Debt Securities and Guarantees (as defined below) to be incorporated by reference in the Shelf Registration Statement relating to the Debt Securities filed on Form F-3 on 26 April 2024. In giving such consent, we do not hereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC thereunder.

LOYENS & LOEFF
Law & Tax

Yours faithfully,

LOYENS & LOEFF LUXEMBOURG SARL

Anne-Marie Nicolas [1]
Avocat à la Cour

Noémi Gémesi[2]
Avocat à la Cour

[1] Acting as representative (*mandataire*) of LOYENS & LOEFF LUXEMBOURG SARL.
[2] Acting as representative (*mandataire*) of LOYENS & LOEFF LUXEMBOURG SARL.

LOYENS & LOEFF
Law & Tax

Schedule 1

ADDRESSEES

(1) The Company.

(2) The Issuer.

Schedule 2

REVIEWED DOCUMENTS

1 OFFERING DOCUMENT

The Form F-3 shelf registration statement under the Act, dated 26 April 2024 and filed with the SEC by the Issuer and the Company on 26 April 2024, including the Prospectus.

2 OPINION DOCUMENT

The New York law governed base indenture, dated 8 May 2024 between, amongst others, ICON plc, the Issuer and Citibank, N.A., as trustee, as supplemented by the New York law governed first supplemental indenture, dated 8 May 2024, among ICON plc, the Issuer, the Company, as a guarantor, the other guarantors party thereto, Citibank, N.A., as trustee and Citibank, N.A., London Branch, as notes collateral agent, including, in each case, the guarantees (the **Guarantees**) contained therein.

3 ORGANISATIONAL DOCUMENTS

3.1 RCS Documents

3.1.1 An excerpt pertaining to the Company delivered by the RCS, dated 7 May 2024 (the **Excerpt**).

3.1.2 A certificate of absence of a judicial decision or an administrative dissolution without liquidation procedure (certificat de non inscription d'une décision judiciaire ou de procédure de dissolution administrative sans liquidation) pertaining to the Company, delivered by the insolvency register (Registre de l'insolvabilité) (Reginsol) held and maintained by the RCS, dated 7 May 2024, with respect to the situation of the Company as at 6 May 2024 (the **RCS Certificate**).

3.2 Corporate Documents

3.2.1 The deed of incorporation of the Company dated 25 September 1998 (the Deed of Incorporation).

3.2.2 The deed of conversion of the Company dated 19 April 2002, executed by Notary Gérard Lecuit, notary residing in Hesperange, Luxembourg at that time, whereby the Company was converted from a public limited liability company (*société anonyme*) to a private limited liability company (*société à responsabilité limitée*) (the **Deed of Conversion**).

3.2.3 The coordinated articles of association (*statuts coordonnés*) of the Company dated 9 December 2022 (the **Articles**).

3.3 Resolutions

The minutes of the meeting of the board of managers of the Company, dated 23 April 2024 in relation to the Opinion Document (the **Resolutions**).

Schedule 3

ASSUMPTIONS

The opinions in this opinion letter are subject to the following assumptions:

1 DOCUMENTS

1.1 All original documents are authentic, all signatures (whether handwritten or electronic) are genuine and were inserted or agreed to be inserted by the relevant individual, and all copies are complete and conform to the originals.

1.2 The information contained and the statements made in the Excerpt, the RCS Certificate, and the Resolutions are true, accurate and complete at the Relevant Date.

2 INCORPORATION, EXISTENCE, CORPORATE POWER

2.1 There were no defects in the incorporation process of the Company (not appearing on the face of the Deed of Incorporation and the Deed of Conversion respectively). The Articles are in full force and effect on the Relevant Date.

2.2 The Company has its central administration (*administration centrale*) and its centre of main interest (as described in the Insolvency Regulation) in Luxembourg and does not have an establishment (as described in the Insolvency Regulation) outside Luxembourg.

2.3 The Company complies with and adheres to all laws and regulations on the domiciliation of companies.

2.4 The Company (a) is not, and will not, as a result of its entry into the Opinion Document or the performance of its obligations thereunder, be in a state of cessation of payments *(cessation des paiements)*, or be deemed to be in such state, and has not lost, and will not, as a result of its entry into the Opinion Document or the performance of its obligations thereunder, lose its creditworthiness (*ébranlement de crédit*), or be deemed to have lost such creditworthiness and no party to the Opinion Document is aware, or may be reasonably expected to have been aware, of such circumstances, (b) does not meet the criteria to be subject to any Insolvency Proceedings and (c) is not, and will not be as a result of its entry into the Opinion Document or the performance of its obligations thereunder, subject to any Insolvency Proceedings.

2.5 The execution, entry into and performance by the Company of the Opinion Document, and the transactions in connection therewith are (a) in its corporate interest, (b) with the intent of pursuing profit (*but lucratif*) and (c) serving the corporate object of the Company.

3 AUTHORISATIONS

3.1 The Resolutions (a) correctly reflect the resolutions adopted by the board of managers of the Company, (b) have been validly adopted, with due observance of the Articles and any applicable by-laws and (c) are in full force and effect.

3.2 The Company is not under any contractual obligation to obtain the consent, approval, co-operation, permission or otherwise of any third party or person in connection with the execution of, entry into, and performance of its obligations under, the Opinion Document.

4 EXECUTION

4.1 The Opinion Document has been signed on behalf of the Company by the persons authorised to that effect.

4.2 To the extent the Opinion Document has been executed by way of electronic signatures, such signatures satisfy the conditions under article 1322-1 of the Luxembourg Civil Code and under the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (the **eIDAS Regulation**).

4.3 All individuals who signed the documents listed in Schedule 2 (Reviewed Documents) have legal capacity and power under all relevant laws and regulations to do so.

5 OTHER PARTIES

5.1 Each party to the Opinion Document, other than the Company, is validly existing under the laws by which it is purported to be governed.

5.2 Each party to the Opinion Document, other than the Company, has all requisite power and capacity (corporate and otherwise and is qualified or licenced to carry on its business in its country of incorporation or establishment) to execute, and to perform its obligations under the Opinion Document and the Opinion Document has been duly authorised, executed and delivered by or on behalf of the parties thereto other than the Company.

5.3 None of the parties to the Opinion Document, other than the Company (a) is subject to Insolvency Proceedings, (b) is domiciled or resident in Luxembourg, nor (c) does it have a permanent establishment, fixed place of business or "permanent representative establishment" in Luxembourg.

6 VALIDITY

Under any applicable laws (other than Luxembourg law, to the extent opined upon herein):

(a) the Opinion Document constitutes legal, valid and binding obligations of the parties thereto, and is enforceable against those parties in accordance with its terms; and

(b) the choice of law and submission to jurisdiction made in the Opinion Document is valid and binding.

7 SECURITY INTERESTS

None of the assets, including any security, right, claim, interest or account, over which a security interest is created, or which are assigned under the Opinion Document, or debtors of claims pledged or assigned under the Opinion Document, are located or deemed to be located in Luxembourg or otherwise governed by Luxembourg law.

8 REGULATORY

The Company does not carry out any activity in the financial sector or in the insurance sector on a professional basis (as referred to in the Luxembourg law dated 5 April 1993 on the financial sector, and the Luxembourg Law dated 7 December 2015 on the insurance sector) nor any activity requiring a business licence under the Luxembourg law dated 2 September 2011 governing the access to the professions of skilled craftsman, tradesman, manufacturer, as well as to certain liberal professions.

9 ISSUE OF DEBT SECURITIES

The Debt Securities will only be offered pursuant to an exemption from the requirement to draw up a prospectus in accordance with the Prospectus Regulation (EU) 2017/1129 and the relevant implementing measures in any Member State or the Debt Securities will only be offered in circumstances which do not constitute an offer of securities to the public within the meaning of the Prospectus Regulation (EU) 2017/1129 as well as the Luxembourg Law of 16 July 2019 on prospectuses for securities.

10 MISCELLANEOUS

10.1 Each transaction entered into pursuant to, or in connection with, the Opinion Document (both together and individually) is based on genuine legal and economic considerations and each payment and transfer made by, on behalf of, or in favour of, the Company is made at arm's length.

10.2 Each party to the Opinion Document entered into and will perform its obligations under the Opinion Document in good faith, for the purpose of carrying out its business and without any intention to defraud or deprive of any legal benefit any other party (including third party creditors) or to circumvent any mandatory law, regulation of any jurisdiction or contractual arrangements.

10.3 There are no provisions in the laws of any jurisdiction (other than Luxembourg) or in the documents mentioned in the Opinion Document, which would adversely affect, or otherwise have any negative impact on this opinion letter.

LOYENS & LOEFF
Law & Tax

Schedule 4

QUALIFICATIONS

The opinions in this opinion letter are subject to the following qualifications:

1 INSOLVENCY

This opinion letter is subject to all limitations resulting from the application of Luxembourg public policy rules, overriding statutes and mandatory laws as well as to all limitations by reasons of Insolvency Proceedings.

2 ACCURACY OF INFORMATION

2.1 Corporate documents of, and court orders affecting, the Company may not be available at the RCS forthwith upon their execution and filing and there may be a delay in the filing and publication of the documents or notices related thereto. We express no opinion as to the consequences of any failure by the Company to comply with its filing, notification, reporting and publication obligations.

2.2 Documents relating to a Luxembourg company the publication of which is required by law will only be valid towards third parties from the day of their publication with the Electronic Register of Companies and Associations (*Recueil Electronique des Sociétés et Associations*), unless the company proves that the relevant third parties had prior knowledge thereof. Third parties may however rely upon such documents which have not yet been published. For 15 days following their publication, such documents will not be valid towards third parties who prove the impossibility for them to have knowledge thereof.

2.3 The Articles, the Excerpt and the RCS Certificate do not constitute conclusive evidence whether or not a winding-up, administration petition or order has been presented or made, a receiver has been appointed, an arrangement with creditors has been proposed or approved or any other Insolvency Proceedings have commenced.

3 INCORPORATION, EXISTENCE AND CORPORATE POWER

3.1 Our opinion that the Company exists is based on the Corporate Documents, the Excerpt and the RCS Certificate (which confirms that no judicial decision or administrative dissolution without liquidation procedure (*procédure de dissolution administrative sans liquidation)* pertaining to the Company have been registered with the RCS, in accordance with article 13, paragraphs 4 to 12, 16 and 17 of the law of 19 December 2002 on the Trade and Companies Register and the accounting and annual accounts of companies).

3.2 Luxembourg companies must deposit annual accounts within one month of their approval by the general meeting of shareholders and no later than seven months after the end of the financial year. The public prosecutor may request the judicial liquidation of the defaulting company.

4 POWERS OF ATTORNEY

Under Luxembourg law, each power of attorney, mandate or appointment of agent (including the appointment made for security purposes included in the Opinion Document), whether or not irrevocable, may terminate by virtue of law without notice upon the occurrence of Insolvency Proceedings and may be revoked despite being expressed to be irrevocable.

5 ENFORCEABILITY

5.1 The opinions expressed herein may be affected by general principles and defences under Luxembourg law, such as the principles of reasonableness and fairness, good faith, abuse of rights, modification on grounds of unforeseen circumstances, limitations by criminal law, undue influence, force majeure, the right to suspend performance as long as the other party is in default in respect of its obligations, the right to set-off and the right to dissolve a transaction upon default by the other party.

5.2 Where obligations are to be performed or observed or are based upon a matter arising in a jurisdiction outside Luxembourg, they may be unenforceable under Luxembourg law if, and to the extent that, such performance or observance would be unlawful, unenforceable, or contrary to public policy under the laws of such jurisdiction.

5.3 Certain obligations may not be remedied through specific performance, but may result in damages only.

5.4 Any provision allowing the conversion of claims between currencies would not be enforceable in case of Insolvency Proceedings, where claims must be converted at the rate in force at the day of opening of the Insolvency Proceedings. Indemnities due to currency conversions may not be enforceable if such conversions are carried out pursuant to mandatory provisions of Luxembourg insolvency laws and any indemnity obligation which purports to continue after the opening of Insolvency Proceedings, may not be enforceable to that extent.

6 LUXEMBOURG COURT PROCEEDINGS

6.1 Enforcement by a Luxembourg court will in any event be subject to the extent to which the relevant obligations are enforceable under their governing law (if other than Luxembourg law), the power or obligation of a Luxembourg court to stay proceedings or decline jurisdiction if prior concurrent proceedings have been brought elsewhere, the rules of civil and commercial procedure as applied by a Luxembourg court and the nature of remedies available under Luxembourg law (specific performance may not always be available).

6.2 Any provision in an agreement permitting concurrent proceedings to be brought in different jurisdictions may not be enforceable.

6.3 Notwithstanding any provision to the contrary, a Luxembourg court would have jurisdiction for any conservatory or provisional action in connection with assets located in Luxembourg and such action would be governed by Luxembourg law.

6.4 Jurisdiction clauses in relation to actions brought for non-contractual claims would be unenforceable before a Luxembourg court.

6.5 Any judgment awarded in Luxembourg courts may be expressed in a currency other than the euro or euro equivalent at the time of judgment or payment. A payment obligation in a non-Luxembourg currency may only be enforced in Luxembourg in the lawful currency of Luxembourg.

6.6 Luxembourg courts would not apply a chosen law if (a) the choice was not made bona fide, (b) such chosen law was not pleaded and proven, (c) such chosen law was pleaded and proven but held contrary to mandatory Luxembourg laws or manifestly incompatible with the public policy rules (*ordre public*) of the forum, (d) at the time that the Opinion Document was entered into, all other elements relevant to the situation were located in a country other than the country of the chosen governing law, to the extent the parties' choice of governing law affects the application of the provisions of the law of that other country which cannot be derogated from by agreement, and which the court may then apply, or (e) the overriding mandatory provisions of the law of the country where the obligations arising out of the Opinion Document have to be, or have been performed, render the performance of the obligations under the Opinion Document unlawful and, regarding the means of enforcement and measures to be taken by a creditor in case of a default in performance, Luxembourg courts may apply the law of the country in which performance is taking place.

6.7 Pursuant to the EC Regulation (593/2008) on the law applicable to contractual obligations (**Rome I**) and subject to the limitations of Rome I, a Luxembourg court may apply the provisions of a law other than the law chosen by the parties.

6.8 A Luxembourg court may refuse to apply the chosen governing law if a person is subject to any Insolvency Proceedings, in which case it would apply the insolvency laws of the jurisdiction in which such insolvency proceedings have been opened to the effects of such insolvency proceedings, without prejudice to the exceptions set forth by Insolvency Regulation.

6.9 Pursuant to the EC Regulation (864/2007) on the law applicable to non-contractual obligations (**Rome II**) and subject to the limitations of Rome II, a Luxembourg court may apply the provisions of a law other than the law chosen by the parties.

7 SECURITY INTERESTS

Under Luxembourg private international law:

(a) the creation, perfection and enforcement of a security interest over assets is governed by the law where such asset is located, notwithstanding the contractual choice of the parties and consequently the effectiveness and enforceability of a security right governed by non-Luxembourg law over assets deemed to be located in Luxembourg or governed by Luxembourg law could be affected and such security right might not be recognised and enforced;

(b) concerning security interests over, and assignments of claims, the relationship between the security provider/assignor and the security taker/assignee will be governed by the chosen law of, or the law otherwise applicable to the agreement between the security provider/assignor and the security taker/assignee

(c) the law governing the claims subject to the security interest or assignment determines (i) the question as to whether or not that claim can be made subject to a security interest or be assigned, (ii) the relationship between the security taker/assignee and the debtor, (iii) the conditions under which the granting of a security interest over, or assignment of, that claim can be enforced against the debtor and (iv) the question whether the debtor's obligations under that claim have been paid and discharged in full; and

(d) since Rome I does not provide explicitly for any conflict of law rules in relation to the enforceability and invokability of a security interest over, or assignment of claims against third parties, a security interest over, or assignment of, claims will become invokable towards third parties (other than the debtor) if the legal formalities applicable in the jurisdiction of the debtor are duly complied with.

8 TRUST

The determination of the governing law and the recognition of trusts by Luxembourg courts (regardless of the location of one or more elements of the trust relationship or the trust assets) will be made in accordance with the Convention of 1 July 1985 on the law applicable to trusts and their recognition (ratified by the Luxembourg law of 27 July 2003 on trust and fiduciary contracts) (the **Hague Convention**), to the extent such trust falls within its scope of application. The law chosen by the parties will in principle be recognised as the governing law, and the effects of the trust (in particular in respect of the segregation of the trust assets) will be recognised in accordance with the Hague Convention, subject to the exceptions established therein (including the non-recognition of the chosen governing law if the situation has a closer link with another jurisdiction which does not recognise trusts, the application of mandatory laws of Luxembourg and other jurisdictions in the matters referred to in article 15 of the Hague Convention and the general exception of public policy).

9 MISCELLANEOUS

9.1 An electronic signature satisfying the provisions of article 1322-1 of the Luxembourg Civil Code or constituting a 'qualified electronic signature' within the meaning of the eIDAS Regulation, has equivalent effect to a handwritten signature, and is, except in certain limited cases, valid for the purpose of the execution of an agreement under private seal *(acte sous seing privé*). An electronic signature, which does not satisfy the above conditions, will not be considered as equivalent to a handwritten signature, but it shall not be denied legal effect and admissibility as evidence in legal proceedings. However, such electronic signature does not benefit from the presumption of equivalence and is not binding upon Luxembourg court, which has full discretion to

accept such signature as evidence. We express no opinion as to the legal qualification of any signature in electronic form.

9.2 A Luxembourg company may only enter into transactions which are in its corporate interest. The question of whether or not a transaction is in a company's corporate interest, is largely dependent on factual considerations and the responsibility for such assessment is that of the board of directors or managers of the relevant company. If any such transaction is subsequently held to be contrary to a company's corporate interest, it could be held to be null and void.

9.3 We express no opinion on general defences under Luxembourg law, such as duress, deceit (*dol*) or mistake (*erreur*).

9.4 The registration of the Opinion Document (and any documents in connection therewith) with the Registration, Estates and VAT Department (*Administration de l'enregistrement, des domaines et de la TVA*) in Luxembourg is required in case the Opinion Document (and any documents in connection therewith) are (i) attached to a deed which itself must be registered (*acte obligatoirement enregistrable*) or (ii) deposited with a notary (*déposé au rang des minutes d'un notaire*). Even if registration is not required by law, the Opinion Document (and any documents in connection therewith) can be registered (*présenté à l'enregistrement*). In that case, registration duties will apply in the form of a fixed amount or an *ad valorem* amount depending on the nature of the document. Luxembourg courts or other Luxembourg authorities may require that the Opinion Document (and any documents in connection therewith) are translated into French, German or Luxembourgish.

Exhibit 5.4

McGuireWoods

May 8, 2024

ICON Investments Six
Designated Activity Company
South County Business Park, Leopardstown
Dublin 18, D18 X5R3
Ireland

ICON Investments Six Designated Activity Company
$750,000,000 5.809% Senior Secured Notes due 2027
$750,000,000 5.849% Senior Secured Notes due 2029
$500,000,000 6.000% Senior Secured Notes due 2034

Ladies and Gentlemen:

We have acted as special counsel to each of the Guarantors identified in Schedule 1 (each, a "Guarantor" and collectively, the "Guarantors") in connection with (i) the Registration Statement on Form F-3 (File No. 333-278943-18) (the "Registration Statement") filed on April 26, 2024, with the Securities and Exchange Commission (the "SEC") by ICON Public Limited Company, a public limited company in Ireland (the "Parent"), ICON Investments Six Designated Activity Company, a designated activity company limited by shares in Ireland (the "Company"), the Guarantors, and the other co-registrants named therein in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of certain securities of the Company, and (ii) the issuance by the Company of (A) $750,000,000 principal amount of its 5.809% Senior Secured Notes due 2027, (B) $750,000,000 principal amount of its 5.849% Senior Secured Notes due 2029, and (C) $500,000,000 principal amount of its 6.000% Senior Secured Notes due 2034 (collectively, the "Notes"), as described in the prospectus dated April 26, 2024 (the "Base Prospectus"), contained in the Registration Statement and the prospectus supplement dated April 30, 2024 (the "Prospectus Supplement" and, together with the Base Prospectus, the "Prospectus"). The Notes are to be fully and unconditionally guaranteed as to the payment of principal, premium and interest by certain subsidiary guarantors, including the Guarantors (the "Note Guarantee"). This opinion letter is being furnished in accordance with the requirements of Item 9 of Form F-3 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Capitalized terms used in this opinion letter and not otherwise defined herein shall have the respective meanings set forth in the Registration Statement or the Indenture (as defined below), as applicable.

The Notes are being issued under the Indenture, dated May 8, 2024 (the "Base Indenture"), among the Company, the Parent, and Citibank, N.A., as trustee (in such capacity, the "Trustee"), as supplemented by the First Supplemental Indenture, dated May 8, 2024 (the "Supplemental Indenture" and the Base Indenture as so supplemented, the "Indenture"), among the Company, the Parent, the Guarantors, the other subsidiary guarantors party thereto, the Trustee, and Citibank, N.A., London Branch, as notes collateral agent. The Notes are being offered and sold to the public in accordance with the Underwriting Agreement, dated April 30, 2024 (the "Underwriting Agreement"), by and among the Company, the Guarantors, the other subsidiary guarantors party thereto, and the several Underwriters listed in Schedule 1 thereto. The Supplemental Indenture contains the Note Guarantee.

Documents Reviewed

In connection with this opinion letter, we have examined the following documents:

(a) the Registration Statement;

(b) the Base Prospectus;

(c) the Prospectus Supplement;

(d) the Base Indenture;

(e) the Supplemental Indenture;

(f) the Notes; and

(g) the Underwriting Agreement.

The documents referred to in clauses (a) through (g) above are referred to, collectively, as the "Subject Documents" and each, individually, as a "Subject Document."

In addition, we have examined and relied upon the following:

(i) in the case of each Guarantor, a certificate dated the date hereof from an authorized representative of such Guarantor certifying as to true and correct copies of the organizational documents of such Guarantor and resolutions of its board of directors or other governing body, as applicable, authorizing, among other actions, the filing of the Registration Statement and the issuance of the Note Guarantee;

(ii) a certificate dated the date hereof issued by the Office of the Secretary of State of the State of Illinois attesting to the limited liability company status of Clinical Resource Network, LLC (the "Illinois Guarantor") in the State of Illinois;

(iii) a certificate dated the date hereof issued by the Office of the Secretary of State of the State of North Carolina attesting to the corporate status of Accellacare US Inc. (the "North Carolina Guarantor") in the State of North Carolina;

(iv) a certificate dated the date hereof issued by the Office of the Secretary of State of the State of Texas attesting to the limited liability company status of ICON Early Phase Services, LLC (the "Texas Guarantor") in the State of Texas;

(v) a certificate dated the date hereof issued by the Clerk of the State Corporation Commission of Virginia attesting to the corporate status of Pharmaceutical Research Associates, Inc. (the "Virginia Guarantor") in the Commonwealth of Virginia; and

(vi) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

The documents referred to in clauses (i) through (vi) above are referred to, collectively, as the "Other Documents" and each, individually, as an "Other Document."

Certain Defined Terms

As used in this opinion letter, the following terms have the respective meanings set forth below:

"Applicable Law" means (i) with respect to the Illinois Guarantor, the laws of the State of Illinois, (ii) with respect to the North Carolina Guarantor, the laws of the State of North Carolina, (iii) with respect to the Texas Guarantor, the laws of the State of Texas, and (iv) with respect to the Virginia Guarantor, the laws of the Commonwealth of Virginia.

"Documents" means, collectively, the Subject Documents and the Other Documents, and a "Document" means any of them.

"Organizational Jurisdiction" means, with respect to any Guarantor, the organizational jurisdiction set forth for such Guarantor in Schedule 1.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) Factual Matters. To the extent that we have reviewed and relied upon (i) certificates of any Guarantor or authorized representatives thereof, (ii) representations of any Guarantor set forth in the Documents and (iii) certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters and all official records (including filings with public authorities) are properly indexed and filed and are accurate and complete.

(b) Authentic and Conforming Documents. All Documents submitted to us as originals are authentic, complete and accurate, and all Documents submitted to us as copies conform to authentic original Documents.

(c) No Mutual Mistake, Amendments, etc. There has not been any mutual mistake of fact, fraud, duress or undue influence in connection with the issuance of the Notes or the Note Guarantee. There are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of any Subject Document, except that the Supplemental Indenture modifies the terms of the Base Indenture.

Our Opinions

Based on and subject to the foregoing and the exclusions, qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

1. Organizational Status. Each Guarantor is a validly existing corporation or limited liability company, as applicable, under the laws of its Organizational Jurisdiction and, if so indicated in Schedule 1 that its Organizational Jurisdiction is an applicable jurisdiction, is in good standing under such laws.

2. Power and Authority; Authorization. Each Guarantor has the corporate or limited liability company, as applicable, power and authority to issue the Note Guarantee and has taken all necessary corporate or limited liability company, as applicable, action to authorize the execution and delivery of, and the performance of the terms and provisions of, the Supplemental Indenture (including the Note Guarantee contained therein).

3. Execution and Delivery. Each Guarantor has duly executed and delivered the Supplemental Indenture (including the Note Guarantee contained therein) in accordance with Applicable Law.

Matters Excluded from Our Opinions

We express no opinion with respect to the validity, binding effect or enforceability of the Base Indenture, the Supplemental Indenture, the Notes, or the Underwriting Agreement.

Qualifications and Limitations Applicable to Our Opinions

The opinions set forth above are subject to the following qualifications and limitations:

(a) Applicable Law. Our opinions are limited to Applicable Law, and we do not express any opinion concerning any other law.

(b) Bankruptcy. Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally.

(c) Equitable Principles. Our opinions are subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including concepts of materiality, reasonableness, good faith and fair dealing.

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter. Our opinions are based on statutes, regulations and administrative and judicial interpretations that are subject to change. We undertake no responsibility to update or supplement our opinions after the date hereof. The headings in this opinion letter are intended for convenience of reference only and shall not affect its interpretation.

We hereby consent to the filing of this opinion letter as Exhibit 5.4 to the Company's Current Report on Form 6-K being filed on the date hereof and to the incorporation by reference of this opinion letter into the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ McGuireWoods LLP

Attachment:

Schedule 1 - Guarantors

Schedule 1

Guarantors

Name	**Type of Entity**	**Organizational Jurisdiction**	**Good Standing Applicable**
Clinical Resource Network, LLC	Limited Liability Company	Illinois	Yes
Accellacare US Inc.	Corporation	North Carolina	N/A
ICON Early Phase Services, LLC	Limited Liability Company	Texas	N/A
Pharmaceutical Research Associates, Inc.	Corporation	Virginia	Yes

Exhibit 5.5

Locke Lord LLP

60 Park Place
Suite 404
Newark, NJ 07102
Telephone: 973-520-2300
Fax: 212-303-2754
www.lockelord.com

May 8, 2024

DOCS Global, Inc.
79 T.W. Alexander Drive
4401 Research Commons, Suite 300
Durham, N.C. 22709

Re: Registration Statement on Form F-3

Ladies and Gentlemen:

We have acted as New Jersey counsel to DOCS Global, Inc., a New Jersey corporation (the "Company") in connection with the filing of a registration statement on Form F-3 by ICON plc, an Irish public limited company ("ICON") (Registration No. 333-278943) (including the documents incorporated by reference therein, the "Registration Statement") with the Securities and Exchange Commission (the "Commission"), relating to the registration pursuant to the Securities Act of 1933, as amended (the "Act"), pursuant to which ICON Investments Six Designated Activity Company, an Irish designated activity company (the "Issuer") is issuing (i) $750,000,000 aggregate principal amount of 5.809% Senior Secured Notes due 2027; (ii) $750,000,000 aggregated principal amount of 5.849% Senior Secured Notes due 2029; and (iii) $500,000,000 aggregate principal amount of 6.000% Senior Secured Notes due 2034 (collectively, the "Securities"), which Securities will be guaranteed by the Company (the "Guarantee") pursuant to Article 5 of the Supplemental Indenture and Article 10 of the Base Indenture (each, as defined below).

The Securities are being issued under an indenture (the "Base Indenture"), dated as of May 8, 2024, entered into among the ICON, the Issuer and Citibank, N.A., as trustee (the "Trustee"), as supplemented by a first supplemental indenture (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), entered into among ICON, the Issuer, the Company, the other guarantors party thereto, the Trustee and Citibank, N.A., London Branch, as notes collateral agent (the "Notes Collateral Agent").

For purposes of the opinions set forth in this opinion letter, we have reviewed copies of the following documents:

(i) the Indenture;

(ii) the Guarantee;

(iii) the Registration Statement and the prospectus dated April 26, 2024 (the "Base Prospectus"), as supplemented by the preliminary prospectus supplement, dated April 26, 2024 (including the documents incorporated therein by reference, together with the Base Prospectus, the "Preliminary Prospectus"), filed pursuant to Rule 424(b) under the Securities Act and the prospectus supplement dated April 30, 2024 (including the documents incorporated therein by reference, together with the Base Prospectus, the "Prospectus"), filed pursuant to Rule 424(b) under the Securities Act;

(iv) the underwriting agreement, dated as of April 30, 2024, among ICON, the Issuer, the Company, the other guarantors party thereto and Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Santander US Capital Markets LLC as underwriters listed therein (the "Underwriting Agreement")

(v) a copy of the Certificate of Incorporation of the Company, as amended to date (the Certificate of Incorporation"), as certified by the New Jersey Division of Revenue and Enterprise Services of the Department of the Treasury of the State of New Jersey (the "Division") on February 13, 2024;

(vi) a copy of the bylaws of the Company, certified by an officer of the Company as being true, complete and correct and in full force and effect;

(vii) a certificate of standing issued by the Division, dated April 12, 2024, and a Status Report, dated May 6, 2024, in each case in respect of the Company (collectively, the "Standing Certificate"); and

(viii) a Secretary's Certificate of the Company dated May 8, 2024.

The documents specified in items (v) and (vi) above are referred to herein collectively herein as the "Governing Documents".

In connection with this opinion, we have relied, without independent verification as to all matters of fact, upon certificates and written statements of officers of the Company and we have assumed that (i) the Registration Statement, and any amendments thereto (including any post effective amendments), will have become effective, (ii) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus, (iii) the Issuer is validly existing and in good standing under the laws of the jurisdiction in which it is organized, (iv) all corporate or other action required to be taken to duly authorize each proposed issuance by the Issuer and any related documentation shall have been duly completed and shall remain in full force and effect, (v) except as provided in our opinions herein, the Underwriting Agreement has been duly authorized and validly executed and delivered by the Issuer and the other parties thereto in accordance with their respective organizational documents and the laws of the respective jurisdictions in which the Issuer and such other parties are organized, (vi) except as provided in our opinions herein, the Indenture has been duly executed and delivered by the Issuer and all other parties thereto and duly qualified under the Trust Indenture Act of 1939, as amended, and (vii) the execution, delivery, issuance and performance, as applicable, by the Issuer of the Underwriting Agreement will not constitute a breach or violation of its organizational documents or violate the law of the jurisdiction in which the Issuer is organized.

We advise you that, (i) we do not represent the Company on a regular basis and there are consequently many matters of a legal nature concerning the Company, as well as other matters about which we have not been consulted and about which we have no knowledge and (ii) we were not involved in the drafting or negotiation of the Registration Statement, the Indenture or the Prospectus or any amendments of supplements to any of them, and express no opinion with respect to any representations, warranties, covenants or facts set forth in any of the foregoing.

In rendering the following opinions, we are expressing no opinion as to Federal or state laws relating to voidable or fraudulent transfers and we are not passing upon, and assume no responsibility for, any disclosure in any registration statement or any related prospectus or other offering material relating to the offer and sale of the Securities.

Based upon the foregoing and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The Company is a corporation validly existing and in good standing under the laws of the State of New Jersey. The Company has all requisite corporate power and authority under the New Jersey Business Corporation Act (Title 14A of the New Jersey Revised Statutes) to enter into, execute, deliver and perform its obligations under the Supplemental Indenture, including the Guarantee contained therein and in the Base Indenture.

2. The execution and delivery by the Company of the Supplemental Indenture (including the Guarantee contained therein), the performance of the Company's obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of the Company.

3. No authorization, consent, approval, order, license or permit from, or filing, registration or qualification with, or exemption by, any New Jersey governmental body or authority, or subdivision thereof or any other person or entity is required to authorize the Company, or is required on the Company's part in connection with the execution, validity, delivery and performance by the Company of the Guarantee under the laws of New Jersey applicable to the Company.

4. The execution, delivery and performance by the Company of the Supplemental Indenture (including the Guarantee contained therein) will not violate or conflict with any provision of, or constitute a default under, the Company's Governing Documents, and will not violate any New Jersey law, rule or regulation applicable to the Company.

The opinions and other matters in this opinion letter are qualified in their entirety and subject to the following:

(A) We are members of the bar of the State of New Jersey, and in rendering this opinion we express no opinion as to the laws of any jurisdiction other than the laws of the State of New Jersey.

(B) This opinion letter and the opinions contained herein are given as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Company or any other person, or any other circumstance. This opinion letter is limited to the matters expressly stated herein and no other opinions are implied or are otherwise to be inferred.

(C) We have not been called upon to, and accordingly do not, express any opinion as to the enforceability of any Transaction Document.

We understand that Cahill Gordon & Reindel LLP ("Cahill") will rely as to matters of New Jersey law, as applicable, upon this opinion in connection with any legal opinion that they may be required to give with respect to the Registration Statement. In connection with the foregoing, we hereby consent to your and Cahill's relying as to matters of New Jersey law, as applicable, upon this opinion.

We consent to the filing of this opinion as an exhibit to ICON's Current Report on Form 6-K to be filed on the date hereof, which Form 6-K will be incorporated by reference into the Registration Statement, and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ LOCKE LORD LLP

Exhibit 22.1

SUBSIDIARY GUARANTORS AND ISSUER OF GUARANTEED SECURITIES AND AFFILIATES WHOSE SECURITIES COLLATERALIZE SECURITIES OF ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

The following subsidiaries of ICON plc, (the "Company") are guarantors of ICON Investments Six Designated Activity Company's (the "Issuer") 5.809% Senior Secured Notes due 2027, 5.849% Senior Secured Notes due 2029 and 6.000% Senior Secured Notes due 2034:

NAME OF SUBSIDIARY	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION
ICON Global Treasury Unlimited Company	Ireland
ICON Clinical Research Limited	Ireland
ICON Holdings Unlimited Company	Ireland
DOCS Resourcing Limited	Ireland
ICON Clinical International Unlimited Company	Ireland
ICON Clinical Research Property Development (Ireland) Limited	Ireland
Accellacare Limited	Ireland
ICON Operational Holdings Unlimited Company	Ireland
ICON Operational Financing Unlimited Company	Ireland
ICON Investments Four Unlimited Company	Ireland
ICON Clinical Global Holdings Unlimited Company	Ireland
ICON Luxembourg S.à r.l.	Luxembourg
ICON Early Phase Services, LLC	Texas
Beacon Bioscience, Inc.	Delaware
ICON Clinical Research LLC	Delaware
ICON Laboratory Services, Inc.	Delaware
MolecularMD Corp.	Delaware
ICON US Holdings Inc.	Delaware
PriceSpective LLC	Delaware
DOCS Global, Inc.	New Jersey
Accellacare US Inc.	North Carolina
Clinical Resource Network, LLC	Illinois
ICON Clinical Investments LLC	Delaware
PRA Health Sciences, Inc.	Delaware
ReSearch Pharmaceutical Services, Inc.	Delaware
Source Healthcare Analytics, LLC	Delaware
Symphony Health Solutions Corporation	Delaware
Pharmaceutical Research Associates, Inc.	Virginia
PRA Holdings, Inc.	Delaware
PRA International, LLC	Delaware
RPS Global Holdings, LLC	Delaware
RPS Parent Holding LLC	Delaware
Roy RPS Holdings LLC	Delaware
CRN Holdings, LLC	Delaware

All issued and outstanding equity securities of the following subsidiaries of the Company, subject to the limitations set forth below, collateralize the Issuer's 5.809% Senior Secured Notes due 2027, 5.849% Senior Secured Notes due 2029 and 6.000% Senior Secured Notes due 2034:

NAME (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	OWNER	PERCENT PLEDGED
ICON Investments Six Designated Activity Company (Ireland)	ICON plc	100%
ICON Clinical Research Limited (Ireland)	ICON Operational Holdings Unlimited Company	100%
ICON Holdings Unlimited Company (Ireland)	ICON Operational Financing Unlimited Company	100%
ICON Investments Four Unlimited Company (Ireland)	ICON Clinical Global Holdings Unlimited Company	100%
ICON Operational Holdings Unlimited Company (Ireland)	ICON Operational Financing Unlimited Company	100%
ICON Operational Financing Unlimited Company (Ireland)	ICON Clinical Global Holdings Unlimited Company	100%
ICON Clinical Global Holdings Unlimited Company (Ireland)	ICON plc	100%
ICON Investments Five Unlimited Company (Ireland)	ICON plc	100%
DOCS Resourcing Limited (Ireland)	ICON Clinical International Unlimited Company	100%
ICON Clinical International Unlimited Company (Ireland)	ICON Holdings Unlimited Company	100%
ICON Clinical International Unlimited Company (Ireland)	ICON plc	100%
ICON Clinical Research Property Holdings (Ireland) Limited (Ireland)	ICON plc	100%
ICON (LR) Limited (United Kingdom)	ICON Clinical Research Limited	100%
ICON Holdings Clinical Research International Limited (Ireland)	ICON Holdings Unlimited Company	100%
Accellacare Limited (Ireland)	ICON Holdings Unlimited Company	100%
ICON Global Treasury Unlimited Company (Ireland)	ICON Clinical Research Limited	100%
ICON Global Treasury Unlimited Company (Ireland)	ICON plc	100%
ICON Luxembourg S.à r.l.(Luxembourg)	ICON Holdings Unlimited Company	100%
ICON Luxembourg S.à r.l. (Luxembourg)	ICON Clinical Research Limited	100%
ICON Luxembourg S.à r.l. (Luxembourg)	ICON plc	100%
ICON Early Phase Services, LLC (f/k/a Healthcare Discoveries, LLC) (Texas)	ICON Clinical Research LLC	100%
Beacon Bioscience, Inc. (Delaware)	ICON Clinical Research LLC	100%
ICON Clinical Research LLC (Delaware)	ICON US Holdings Inc.	100%
ICON Laboratory Services, Inc. (f/k/a ICON Central Laboratories, Inc.) (Delaware)	ICON US Holdings Inc.	100%
MolecularMD Corp. (Delaware)	ICON Laboratory Services, Inc. (f/k/a ICON Central Laboratories, Inc.)	100%
ICON US Holdings Inc. (Delaware)	ICON Operational Financing Unlimited Company	100%
PriceSpective LLC (Delaware)	ICON Clinical Research LLC	100%
CRN Holdings, LLC (Delaware)	ICON Clinical Research LLC	100%
ICON Clinical Investments, LLC (Delaware)	ICON Luxembourg S.à r.l	100%
Clinical Resource Network, LLC (d/b/a Symphony Clinical Research) (Illinois)	CRN Holdings, LLC	100%
DOCS Global, Inc. (New Jersey)	ICON Clinical Research LLC	100%
Accellacare US Inc. (North Carolina)	ICON Clinical Research LLC	100%
RPS Bermuda, Ltd. (Bermuda)	ReSearch Pharmaceutical Services, Inc.	65%
Services de Recherche Pharmaceutique Srl (Canada)	ReSearch Pharmaceutical Services, Inc.	65%
PRA Health Sciences Colombia Ltda. (Colombia)	Pharmaceutical Research Associates, Inc.	65%

Pharmaceutical Research Associates Hungary Research and Development Ltd. (Hungary)	Pharmaceutical Research Associates, Inc.	65%
Pharmaceutical Research Associates Italy S.r.l. (Italy)	Pharmaceutical Research Associates, Inc.	65%
Pharmaceutical Research Associates Mexico S. de R.L. de C. V. (Mexico)	Pharmaceutical Research Associates, Inc.	65%
Pharmaceutical Research Associates Mexico S. de R.L. de C. V. (Mexico)	PRA International, LLC	65%
ReSearch Pharmaceutical Services Netherlands B.V. (Netherlands)	ReSearch Pharmaceutical Services, Inc.	65%
RPS Perú S.A.C. (Peru)	Pharmaceutical Research Associates, Inc.	65%
Research Pharmaceutical Services Puerto Rico, Inc. (Puerto Rico)	ReSearch Pharmaceutical Services, Inc.	65%
Pharmaceutical Research Associates Romania S.R.L. (Romania)	Pharmaceutical Research Associates, Inc.	65%
Pharmaceutical Research Associates España, S.A.U. (Spain)	Pharmaceutical Research Associates, Inc.	65%
PRA International Sweden AB (Sweden)	Pharmaceutical Research Associates, Inc.	65%
RPS Research (Thailand) Co., Ltd. (Thailand)	ReSearch Pharmaceutical Services, Inc.	65%
Sterling Synergy Systems Limited (United Kingdom)	Pharmaceutical Research Associates, Inc.	65%
ClinStar LLC (California)	Pharmaceutical Research Associates, Inc.	100%
Nextrials, Inc. (California)	Pharmaceutical Research Associates, Inc.	100%
Care Innovations, Inc. (Delaware)	Pharmaceutical Research Associates, Inc.	100%
CRI NewCo, Inc. (Delaware)	Pharmaceutical Research Associates, Inc.	100%
International Medical Technical Consultants, LLC (Delaware)	Pharmaceutical Research Associates, Inc.	100%
Parallel 6, Inc. (Delaware)	Pharmaceutical Research Associates, Inc.	100%
PRA Early Development Research, Inc. (f/k/a Pharma Bio-Research USA, Inc.) (Delaware)	Pharmaceutical Research Associates, Inc.	100%
PRA Health Sciences, Inc. (Delaware)	ICON US Holdings Inc.	100%
PRA Holdings, Inc. (Delaware)	PRA Health Sciences, Inc.	100%
PRA Receivables, LLC (Delaware)	Pharmaceutical Research Associates, Inc.	100%
ReSearch Pharmaceutical Services, Inc. (Delaware)	Roy RPS Holdings, LLC	100%
ReSearch Pharmaceutical Services, LLC (Delaware)	ReSearch Pharmaceutical Services, Inc.	100%
Source Healthcare Analytics, LLC (Delaware)	Symphony Health Solutions Corporation	100%
Sunset Hills, LLC (Delaware)	Pharmaceutical Research Associates, Inc.	100%
Symphony Health Solutions Corporation (Delaware)	Pharmaceutical Research Associates, Inc.	100%
Pharmaceutical Research Associates, Inc. (Virginia)	PRA International, LLC	100%
PRA International, LLC (Delaware)	PRA Holdings, Inc.	100%
Roy RPS Holdings LLC (Delaware)	RPS Parent Holding LLC	100%
RPS Global Holdings, LLC (Delaware)	PRA Holdings, Inc.	100%
RPS Parent Holding LLC (Delaware)	RPS Global Holdings, LLC	100%
ICON Government and Public Health Solutions, Inc. (Virginia)	ICON US Holdings Inc.	100%
Accellacare of Bristol, LLC (Tennessee)	Accellacare US Inc.	100%
Accellacare of Charleston, LLC (South Carolina)	Accellacare US Inc.	100%
Accellacare of Charlotte, LLC (North Carolina)	Accellacare US Inc.	100%
Accellacare of Christie Clinic, LLC (Illinois)	Accellacare US Inc.	100%
Accellacare of Hickory, LLC (North Carolina)	Accellacare US Inc.	100%

Accellacare of Raleigh, LLC (North Carolina)	Accellacare US Inc.	100%
Accellacare of Rocky Mount, LLC (North Carolina)	Accellacare US Inc.	100%
Accellacare of Salisbury, LLC (North Carolina)	Accellacare US Inc.	100%
Accellacare of Wilmington, LLC (North Carolina)	Accellacare US Inc.	100%
Accellacare of Winston-Salem, LLC (North Carolina)	Accellacare US Inc.	100%
Averion Europe GmbH (Germany)	ICON Clinical Research LLC	65%
CHC Group, LLC (Delaware)	ICON Clinical Research LLC	100%
PubsHub LLC (Delaware)	ICON Clinical Research LLC	100%
Global Pharmaceutical Strategies Group, LLC (Delaware)	ICON Clinical Research LLC	100%
MMMM Group, LLC (Delaware)	ICON Clinical Research LLC	100%
ICON Tennessee, LLC (Delaware)	ICON Clinical Research LLC	100%
ADDPLAN, Inc. (Delaware)	ICON Clinical Research LLC	100%
ICON Clinical Research LP (Delaware)	ICON Clinical Research LLC	100%
ICON Clinical Research LP (Delaware)	ICON Tennessee, LLC	100%
CRN North America, LLC (d/b/a Symphony Clinical Staffing) (Delaware)	CRN Holdings, LLC	100%
Symphony Clinical Research Sp. Z O O. (Poland)	CRN Holdings, LLC	65%
ICON Clinical Research Holdings (U.K.) Limited (United Kingdom)	Pharmaceutical Research Associates, Inc.	65%
Oncacare Limited (Ireland)	ICON Clinical Research Limited	100%
Biotel Research LLC (Delaware)	ICON Clinical Research LLC	100%
HumanFirst LLC (Delaware)	ICON Clinical Research LLC	100%
ICON Clinical Research Holdings (Ireland) Unlimited Company (Ireland)	ICON Holdings Unlimited Company	100%