

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM F-3 REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

**ICON PUBLIC LIMITED
COMPANY**

(Exact name of registrant as specified in its charter)

**ICON INVESTMENTS SIX
DESIGNATED ACTIVITY
COMPANY**

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of incorporation or organization)

Ireland
(State or other jurisdiction of incorporation or organization)

98-1067160
(I.R.S. Employer Identification Number)

Not Applicable
(I.R.S. Employer Identification Number)

South County Business Park, Leopardstown
Dublin 18, D18 X5R3
Ireland
+353 1 291 2000
(Address and telephone number of Registrant's principal executive offices)

South County Business Park, Leopardstown
Dublin 18, D18 X5R3
Ireland
+353 1 291 2000
(Address and telephone number of Registrant's principal executive offices)

Brendan Brennan, Chief Financial Officer
South Country Business Park
Leopardstown
Dublin 18, D18 X5R3
Ireland
+353 1 291 2000

(Name, address, and telephone number of agent for service)
(FOR CO-REGISTRANTS, PLEASE SEE "TABLE OF CO-REGISTRANTS ON THE FOLLOWING PAGE")

Please send copies of all communications to:

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APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effectiveness of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act.

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

TABLE OF CO-REGISTRANTS

<u>Exact Name as Specified in its Charter</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>	<u>Address, Including Zip Code and Telephone Number, Including Area Code, of Principal Executive Offices</u>
ICON Luxembourg S.à r.l.	Luxembourg	98-0598804	61, rue de Rollingergrund, L-2440 Luxembourg, Grand Duchy of Luxembourg, +353-1-2912000
PRA Health Sciences, Inc.	Delaware, United States	46-3640387	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
ICON Clinical Research Limited	Ireland	98-0672629	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-2912000
ICON Global Treasury Unlimited Company	Ireland	98-1667520	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON US Holdings Inc.	Delaware, United States	46-4107070	731 Arbor Way, Suite 100, Blue Bell, PA 19422, +1 (215) 616-3000
ICON Holdings Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
DOCS Resourcing Limited	Ireland	98-1088246	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Clinical International Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Clinical Research Property Development (Ireland) Limited	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
Accellacare Limited	Ireland	98-1685324	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Operational Holdings Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Operational Financing Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Investments Four Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Clinical Global Holdings Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
Beacon Bioscience, Inc.	Delaware, United States	23-3061410	731 Arbor Way, Suite 100, Blue Bell, PA 19422, +1 (215) 616-3000
ICON Clinical Research LLC	Delaware, United States	23-2689156	731 Arbor Way, Suite 100, Blue Bell, PA 19422, +1 (215) 616-3000
ICON Laboratory Services, Inc.	Delaware, United States	11-3158459	123 Smith Street Suffolk County Farmingdale, NY 11735 +1 631-306-9898
PriceSpective LLC	Delaware, United States	04-3774463	731 Arbor Way, Suite 100, Blue Bell, PA 19422, +1 (215) 616-3000
ICON Early Phase Services, LLC	Texas, United States	74-2669620	8307 Gault Lane San Antonio, TX 78209-1015 +1 210-283-4500

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Exact Name as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number	Address, Including Zip Code and Telephone Number, Including Area Code, of Principal Executive Offices
MolecularMD Corp.	Delaware, United States	20-3829030	731 Arbor Way, Suite 100, Blue Bell, PA 19422 +1 215-616-3000
DOCS Global, Inc.	New Jersey, United States	22-3361327	731 Arbor Way, Suite 100, Blue Bell, PA 19422 +1 224-727-4000
Accellacare US Inc.	North Carolina, United States	56-1246670	1901 S. Hawthorne Road, Suite 306 Winston-Salem, NC 27103 +1 336-768-8062
Clinical Resource Network, LLC	Illinois, United States	N/A	3 Parkway North Suite 200, Deerfield, IL, 60015, +1 224-727-4000
CRN Holdings, LLC	Delaware, United States	26-0236534	3 Parkway North Suite 200, Deerfield, IL, 60015, +1 224-727-4000
ReSearch Pharmaceutical Services, Inc.	Delaware, United States	20-4322769	731 Arbor Way, Suite 100, Blue Bell, PA 19422 +1 215-616-3000
Source Healthcare Analytics, LLC	Delaware, United States	45-4094520	731 Arbor Way, Suite 100, Blue Bell, PA 19422, +1 (215) 616-3000
Symphony Health Solutions Corporation	Delaware, United States	45-5298493	731 Arbor Way, Suite 100, Blue Bell, PA 19422 +1 215-616-3000
Pharmaceutical Research Associates, Inc.	Virginia, United States	54-1204111	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
PRA Holdings, Inc.	Delaware, United States	26-0566203	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
PRA International, LLC	Delaware, United States	54-2040171	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
RPS Global Holdings, LLC	Delaware, United States	46-3640463	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
RPS Parent Holding LLC	Delaware, United States	38-3870073	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
Roy RPS Holdings LLC	Delaware, United States	27-4471932	4131 Park Lake Ave, STE 600, Raleigh, NC 27612 +1 919 376 7445
ICON Clinical Investments, LLC	Delaware, United States	88-4182171	731 Arbor Way, Suite 100, Blue Bell, PA 19422 +1 215-616-3000
ICON Holdings Clinical Research International Limited	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Clinical Research Property Holdings (Ireland) Limited	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Clinical Research Holdings (Ireland) Unlimited Company	Ireland	N/A	South County Business Park, Leopardstown, Dublin 18, Ireland, +353-1-291-2000
ICON Government and Public Health Solutions, Inc.	Virginia, United States	54-1716562	731 Arbor Way, Suite 100 Blue Bell PA 19422, +1 215-616-3000

PROSPECTUS



ICON Investments Six Designated Activity Company

Debt Securities

We may offer debt securities from time to time in one or more series through this prospectus. The debt securities will be issued by one of our subsidiaries, ICON Investments Six Designated Activity Company, a designated activity company in Ireland (“ICON Six”). Any debt securities issued through ICON Six will be fully and unconditionally guaranteed by ICON public limited company, a public limited company in Ireland (“ICON”), and may or may not be guaranteed by one or more of the subsidiaries of ICON.

Each time we offer and sell debt securities, we will provide the specific terms of the debt securities we offer in one or more supplements to this prospectus. The supplements may also add, update or change information contained in this prospectus with respect to that offering. You should read this prospectus and any related prospectus supplement or free writing prospectus carefully before you make a decision to invest. Our debt securities may be denominated in U.S. dollars or in any other currencies, currency units or composite currencies as we may designate.

We may offer these debt securities through underwriters, dealers, agents or directly to purchasers. If any underwriters, dealers or agents are involved in the sale of any of the debt securities, the accompanying prospectus supplement or free writing prospectus will set forth the names of any underwriters or agents and any applicable purchase price, fee, commission or discount arrangement between or among them will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement. See the sections of this prospectus entitled “About this Prospectus” and “Plan of Distribution” for more information. The prospectus supplement or free writing prospectus will also set forth the proceeds we will receive from any sale of debt securities. No securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such debt securities.

INVESTING IN OUR DEBT SECURITIES INVOLVES CERTAIN RISKS. SEE “RISK FACTORS” ON PAGE 3 OF THIS PROSPECTUS AND ANY SIMILAR SECTION CONTAINED IN THE APPLICABLE PROSPECTUS SUPPLEMENT TO READ ABOUT CERTAIN FACTORS YOU SHOULD CONSIDER BEFORE MAKING A DECISION TO INVEST IN OUR DEBT SECURITIES.

Our common stock is listed on the Nasdaq Global Market under the symbol “ICLR”.

Neither the Securities and Exchange Commission nor any state securities commission nor any other regulatory body has approved or disapproved of these securities or determined if this prospectus or any accompanying prospectus supplement or free writing prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is April 26, 2024.

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You should rely only on the information incorporated by reference or provided in this prospectus or any prospectus supplement. We have not authorized anyone else to provide you with different or additional information. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of these documents. We are not making an offer of these securities in any state or other jurisdiction where the offer or sale is not permitted.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form F-3 that we filed with the U.S. Securities and Exchange Commission, or the SEC, as a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act of 1933, as amended (the “Securities Act”), on April 26, 2024 using a “shelf” registration process. Under this shelf registration process, from time to time, we may offer and sell any combination of the debt securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the debt securities we may offer. Each time we use this prospectus to offer securities, we will provide a prospectus supplement, attached to the front of this prospectus, that will contain specific information about the terms of that offering and the offered debt securities. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to these offerings. The terms in such prospectus supplement or free writing prospectus may vary from the terms described in this prospectus. As a result, the summary description of the debt securities in this prospectus is subject to, and qualified by reference to, the descriptions of the particular terms of any debt securities contained in any related prospectus supplement. The prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus. You should read both this prospectus and any related prospectus supplement or free writing prospectus together with the additional information described under the headings “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference” prior to purchasing any of the debt securities offered by this prospectus. However, if there are any inconsistencies between the information contained herein and the information contained in an accompanying prospectus supplement or free writing prospectus, the information in the prospectus supplement or free writing prospectus, as applicable, shall prevail.

This prospectus is not a prospectus for the purposes of the Irish Companies Act 2014 (as amended), the EU Prospectus Regulation (EU) 2017/1129, the European Union (Prospectus) Regulations 2019 of Ireland (as amended) or the Central Bank (Investment Market Conduct) Rules 2019 of Ireland and the Central Bank of Ireland has not approved this prospectus.

Any investment in the debt securities does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. Icon Six is not regulated by the Central Bank of Ireland by virtue of the issue of debt securities.

When acquiring any securities discussed in this prospectus, you should rely only on the information contained or incorporated by reference in this prospectus, any prospectus supplement and any free writing prospectus that we authorize to be delivered to you. Neither we, nor any underwriters, dealers or agents, have authorized anyone to provide you with different information or make any representations other than those contained in this prospectus, any applicable prospectus supplement or any free writing prospectuses prepared by or behalf of us which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not offering the securities in any jurisdiction in which an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation.

You should not assume that the information in this prospectus, any prospectus supplement, free writing prospectus or any document incorporated by reference is truthful or complete at any date other than the date mentioned on the cover page of those documents, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus incorporates by reference, and any prospectus supplement or free writing prospectus may contain and incorporate by reference, market data and industry statistics and forecasts that are based on independent industry publications and other publicly available information. Although we believe these sources are reliable, we do not guarantee the accuracy or completeness of this information and we have not independently verified this information. In addition, the market and industry data and forecasts that may be included or incorporated by reference in this prospectus, any prospectus supplement or any applicable free writing prospectus may involve estimates, assumptions and other risks and uncertainties and are subject to change based on various factors, including those discussed under the heading “Risk Factors” contained in this prospectus, the applicable prospectus supplement and any applicable free writing prospectus, and under similar headings in other documents that are incorporated by reference into this prospectus. Accordingly, investors should not place undue reliance on this information.

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This prospectus, any prospectus supplement or any applicable free writing prospectus and the documents incorporated by reference into this prospectus use certain brand names, trademarks and service marks of ICON. We do not intend our use or display of other trade names, trademarks or service marks to imply relationships with, or endorsement of us by, any other company or its goods or services.

As used in this prospectus, “ICON plc”, “ICON”, “ICON Group”, the “Company” and “we”, “our” or “us” refer to ICON public limited company, and its consolidated subsidiaries, unless the context requires otherwise. Any debt securities issued through ICON Six will be fully and unconditionally guaranteed by ICON, and may or may not be guaranteed by one or more of the subsidiaries of ICON. The term “parent guarantor” refers to ICON in its capacity as a guarantor of the debt securities issued by ICON Six. The term “subsidiary guarantors” refers to one or more of the subsidiaries who may provide additional guarantees of a particular series of debt securities as indicated in the applicable prospectus supplement or free writing prospectus. The term “guarantors” refers to the parent guarantor and the subsidiary guarantors.

RISK FACTORS

Investing in our debt securities pursuant to this prospectus and the applicable prospectus supplement or free writing prospectus involves certain risks. You should carefully read and consider the risks described in the section entitled “Risk Factors” on pages 3 through 21 of our 2023 20-F, which is incorporated by reference in this prospectus, any risk factors described in or incorporated by reference in the applicable prospectus supplement, any free writing prospectuses or similar sections in subsequent filings incorporated by reference in this prospectus, for a discussion of certain factors you should consider before making a decision to invest in our debt securities. The occurrence of any of these risks might cause you to lose all or part of your investment in the offered securities. There may be other unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on our future results. Past financial performance may not be a reliable indicator of future performance, and historical trends should not be used to anticipate results or trends in future periods. The risks and uncertainties described above are not the only risks and uncertainties that we face and are not presented in any particular order of importance. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occur, our business, financial condition, results of operations and liquidity would suffer and it could result in a partial or complete loss of your investment. Please also carefully read the section entitled “Cautionary Note Regarding Forward-Looking Statements” included in our most recent 2023 20-F.

WHERE YOU CAN FIND MORE INFORMATION

ICON is subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and, in accordance with those requirements, files annual reports and other information with the SEC. However, as a foreign private issuer, ICON and its shareholders are exempt from some of the Exchange Act reporting requirements. The reporting requirements that do not apply to ICON or its shareholders include proxy solicitations rules, the short-swing insider profit disclosure rules of Section 16 of the Exchange Act with respect to ICON’s shares and the rules regarding the furnishing of quarterly reports to the SEC, which are required to be furnished only if required or otherwise provided in our home country domicile.

We file annual reports and other information with the SEC. You may obtain documents we file with the SEC through the SEC’s EDGAR electronic filing system on the SEC’s website, at <http://www.sec.gov>. The address of the SEC’s internet site is provided solely for the information of prospective investors and is not intended to be an active link.

Our website address is <https://www.iconplc.com>. The information on our web site, however, is not, and should not be deemed to be, a part of this prospectus.

Other documents establishing the terms of the offered debt securities are or may be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect a copy of the registration statement through the SEC’s website, as provided above.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to “incorporate by reference” the information we file with or furnish to the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file or furnish later with the SEC and that is incorporated by reference will automatically update and supersede information in this prospectus and information previously incorporated by reference herein.

Each document incorporated by reference is current only as of the date of such document, and the incorporation by reference of such documents shall not create any implication that there has been no change in our affairs since the date thereof or that the information contained therein is current as of any time subsequent to its date. Any statement contained in such incorporated documents shall be deemed to be modified or superseded for the purpose of this prospectus to the extent that a subsequent statement contained in another document we incorporate by reference at a later date modifies or supersedes that statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We hereby incorporate by reference the following documents:

- Annual Report on Form 20-F for the year ended [December 31, 2023](#) (File No. 333-08704) (the “2023 20-F”); and
- Form 6-K furnished to the SEC on [April 3, 2024 and April 25, 2024](#);

We also incorporate by reference any future annual reports on Form 20-F we file with the SEC under the Securities Exchange Act of 1934, as amended, or the Exchange Act, after the date of this prospectus and prior to the time we sell all of the debt securities described in this prospectus, and any future reports on Form 6-K we furnish to the SEC during such period that are identified in such reports as being incorporated by reference in this prospectus.

You can obtain any of the documents incorporated by reference in this prospectus through us, or from the SEC. Documents incorporated by reference are available from us without charge, excluding all exhibits unless an exhibit has been specifically incorporated by reference into this prospectus, by requesting them in writing or by telephone from us at the following address: ICON plc, South County Business Park, Leopardstown, Dublin 18, Republic of Ireland, Attention: FAO Group Treasurer. The contact telephone number of this office is +353 1 2912000.

ICON PLC

ICON public limited company is a clinical research organization, founded in Dublin, Ireland in 1990. For over thirty years we have grown significantly to become a leading global provider of outsourced development and services to pharmaceutical, biotechnology, medical device and government and public health organizations. Our mission is to improve the lives of patients by accelerating the development of our customers' drugs and devices through innovative solutions.

Our service offering includes clinical development, functional outsourcing and laboratory services. Our clinical development services include all phases of development (Phases I-IV), peri and post approval, data solutions and site and patient access services. Our laboratory services include a range of high value testing services, including bionalytical, biomarker, vaccine, good manufacturing practice and central laboratory services. We also offer full-service and functional service partnerships to our customers.

We are incorporated in Ireland and our principal executive office is located at: South County Business Park, Leopardstown, Dublin 18, Republic of Ireland. The contact telephone number of this office is +353 1 2912000.

You can find a more detailed description of ICON's business and recent transactions in the 2023 20-F, which is incorporated by reference into this prospectus, as well as any subsequent filings incorporated by reference into this prospectus. See "Incorporation of Certain Documents by Reference."

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

ICON Six is a newly incorporated special purpose finance subsidiary of ICON organized in Ireland, conducts no independent operations of its own and holds only cash and intercompany assets and liabilities of the Group.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the information incorporated by reference in this prospectus may contain forward- looking statements. Forward-looking statements give the ICON Group’s current expectations or forecasts of future events. In particular, these include statements relating to future actions, prospective products or product approvals, future performance or results of current and anticipated products, sales efforts, expenses, the outcome of contingencies such as legal proceedings, dividend payments and financial results. You should not place undue reliance on these statements as no assurance can be given that any particular expectation or forecast will be met. In addition, in the future we, and others on our behalf, may make statements that constitute forward-looking statements and, except as may be required by applicable legal or regulatory obligations, we undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Statements included herein which are not historical facts are forward-looking statements. Such forward-looking statements are made pursuant to the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995 (the “PSLRA”). Forward-looking statements may be identified by the use of future tense or other forward looking words such as “believe”, “expect”, “anticipate”, “should”, “may”, “strategy”, or other variations or comparable terminology. The forward looking statements involve a number of risks and uncertainties and are subject to change at any time. In the event such risks or uncertainties materialize, our results could be materially adversely affected. The risks and uncertainties include, but are not limited to, dependence on the pharmaceutical industry and certain clients, the need to regularly win projects and then to execute them efficiently and correctly, the challenges presented by rapid growth, competition and the continuing consolidation of the industry, the dependence on certain key executives, changes in the regulatory environment, exchange rate fluctuations, inflation and rising labor costs, and other factors identified in the Company’s United States Securities and Exchange Commission filings and in the section entitled “Risk Factors” on pages 3 through 21 of our 2023 20-F. The Company has no obligation under the PSLRA to update any forward looking statements and does not intend to do so.

USE OF PROCEEDS

We intend to use the net proceeds from the sale of the securities as set forth in the applicable prospectus supplement.

DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

This section describes the general terms that will apply to any debt securities that we may offer pursuant to this prospectus, other than as noted otherwise in this section. The specific terms of any offered debt securities, and the extent to which the general terms described in this section apply to those debt securities, will be described in the related prospectus supplement at the time of the offer.

The debt securities of ICON Six covered by this prospectus will be ICON Six's unsubordinated and, unless otherwise expressly stated in the applicable prospectus supplement, unsecured obligations. The debt securities of ICON Six will be fully and unconditionally guaranteed by ICON (the "parent guarantee"). ICON Six will issue senior debt securities fully and unconditionally guaranteed by ICON on a senior unsecured (unless otherwise expressly stated in the applicable prospectus supplement) basis under an indenture among ICON Six, as issuer, ICON, as parent guarantor, and Citibank, N.A., as trustee or another trustee identified in the applicable prospectus supplement. The debt securities may have the benefit of guarantees by one or more of ICON's subsidiaries (each, a "subsidiary guarantee" and, together with the parent guarantee, the "guarantees"). The subsidiary guarantees will be unsubordinated and, unless expressly stated in the applicable prospectus supplement, unsecured obligations of the respective subsidiary guarantors.

If so indicated in the applicable prospectus supplement, ICON Six may issue debt securities that benefit from subsidiary guarantees (the "guaranteed debt securities"), are secured by specified collateral and/or have the benefit of one or more guarantees that are secured by specified collateral. Unless otherwise stated or the context otherwise requires, as used in this section, the term "secured debt securities" means any debt securities that, as described in the prospectus supplement relating thereto, are secured by collateral; the term "unsecured debt securities" means any debt securities that are not secured debt securities; and the term "debt securities" includes both unsecured debt securities and secured debt securities.

We have summarized material provisions of the indenture, the debt securities and the guarantees below. This summary is not complete and is qualified in its entirety by reference to the indenture.

In this summary description of the debt securities, unless we state otherwise or the context clearly indicates otherwise, all references to "ICON" mean ICON public limited company only and all references to "ICON Six" mean ICON Six only.

General. The indenture will not limit the amount of debt securities that may be issued thereunder, nor will it limit the amount of other debt or securities that ICON Six, ICON or any subsidiary may issue. ICON Six may issue debt securities under the indenture from time to time in one or more series, each in an amount authorized prior to issuance.

ICON conducts substantially all its operations through subsidiaries, and those subsidiaries generate substantially all its operating income and cash flow. As a result, distributions or advances from the subsidiaries of ICON, repayment or refinancing of intra-group lending and interest flows are the principal source of funds necessary to meet the debt service obligations of ICON. Contractual provisions or laws, as well as the subsidiaries' financial condition and operating requirements, may limit the ability of ICON to obtain cash from its subsidiaries that it requires to pay its debt service obligations, including any payments required to be made under the debt securities and its guarantee of ICON Six's debt securities, respectively. In addition, holders of the debt securities and ICON's related guarantee will have a junior position to the claims of creditors of the subsidiaries of ICON (other than ICON Six and, with respect to guaranteed debt securities, any subsidiary guarantor) on their assets and earnings.

The indenture will not contain any covenants or other provisions designed to protect holders of the debt securities in the event ICON, ICON Six or any subsidiary participates in a highly leveraged transaction or upon a change of control. The indenture also will not contain provisions that give holders the right to require ICON Six to repurchase its securities in the event of a decline in ICON's credit ratings for any reason, including as a result of a takeover, recapitalization or similar restructuring or otherwise.

Terms. The prospectus supplement relating to any series of debt securities being offered will include specific terms relating to the offering. These terms will include some or all of the following:

- any stock exchange on which debt securities will be listed;
- the title of the debt securities;

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- the total principal amount of the debt securities of the series offered and any limit on the future issuance of additional securities of that series;
- whether the debt securities will be issued in individual certificates to each holder or in the form of temporary or permanent global securities held by a depository on behalf of holders;
- the date or dates on which the principal of and any premium on the debt securities will be payable;
- 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;
- any right to extend or defer the interest payment periods and the duration of the extension;
- any mandatory or optional sinking funds or analogous provisions or provisions for redemption at the option of the holder;
- whether and under what circumstances any additional amounts with respect to the debt securities will be payable;
- the place or places where payments on the debt securities will be payable;
- any provisions for optional redemption or early repayment, including conditions precedent for such optional redemption;
- any provisions that would require the redemption, repurchase or repayment of debt securities;
- whether payments on the debt securities will be payable in currency or currency units or another form and whether payments will be payable by reference to any index or formula;
- the portion of the principal amount of debt securities that will be payable if the maturity is accelerated, if other than the entire principal amount;
- any additional means of defeasance of the debt securities, any additional conditions or limitations to defeasance of the debt securities or any changes to those conditions or limitations;
- any changes or additions to the events of default or covenants described in this prospectus;
- any restrictions or other provisions relating to the transfer or exchange of debt securities;
- any terms for the mandatory or optional conversion or exchange of the debt securities;
- the currency of payment and the denominations in which the debt securities will be issuable;
- whether the debt securities will be guaranteed by any subsidiary guarantors and, if so, the names of the subsidiary guarantors of the series and a description of the subsidiary guarantees;
- if the debt securities or, if applicable, any guarantees of those debt securities, will be secured by any collateral and, if so, a general description of the collateral and of some of the terms of any related security, pledge or other agreements; and
- any other terms of the debt securities not inconsistent with the indenture.

ICON Six may sell the debt securities at a discount, which may be substantial, below their stated principal amount. These debt securities may bear no interest or interest at a rate that at the time of issuance is below market rates.

If material to a particular series of securities and not already described in this prospectus, we will describe in the prospectus supplement the restrictions, elections, specific terms and other information relating to those debt securities.

The Prospectus Supplement will include a discussion of certain Irish and, if applicable, U.S. federal income tax considerations.

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Consolidation, Merger and Sale of Assets. The indenture will provide that ICON will not (1) consolidate with or merge or amalgamate with or into another person (whether or not ICON is the surviving person), or (2) directly or indirectly, sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its and its subsidiaries' assets taken as a whole, in one or more related transactions, to another person, unless:

- either: (a) ICON is the surviving person; or (b) the person formed by or surviving any such consolidation, amalgamation or merger (if other than ICON) 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;
- the person formed by or surviving any such consolidation, amalgamation or merger (if other than ICON) or the person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of ICON under its guarantee;
- immediately after such transaction, no event of default exists; and
- if applicable, to the extent any assets of the person which is merged, consolidated or amalgamated with or into ICON are assets of the type which would constitute collateral with respect to secured debt securities, ICON 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 the liens on the collateral with respect to secured debt securities in the manner and to the extent required in the indenture and 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.

In the event that any person shall become the owner of 100% of the voting stock of ICON, such person may, but is not obligated to, assume the performance of ICON's covenants and obligations under the indenture as a guarantor for the debt securities of ICON Six (a "Voluntary Assumption").

The indenture will also provide that ICON Six shall not consolidate or merge with or into another person (whether or not ICON Six is the surviving person) unless:

- either: (a) ICON Six is the surviving person; or (b) the person formed by or surviving any such consolidation or merger (if other than ICON Six) 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 for Economic Cooperation and Development (or any successor); and, if such person is not a corporation, a co-obligor of the debt securities is a corporation organized or existing under any such laws;
- the person formed by or surviving any such consolidation or merger (if other than ICON Six) or the person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of ICON Six under the debt securities and the indenture;
- immediately after such transaction, no event of default exists; and
- if applicable, to the extent any assets of the person which is merged, consolidated or amalgamated with or into ICON Six are assets of the type which would constitute collateral with respect to secured debt securities, ICON Six 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 the liens on the collateral with respect to the secured debt securities in the manner and to the extent required in the indenture or 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.

This covenant will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets that is between or among ICON and its subsidiaries. The third bullet of the first paragraph of this covenant will not apply to any merger, amalgamation or consolidation of ICON with or into one of its subsidiaries for any purposes or with or into an affiliate solely for the purpose of reincorporating ICON in another jurisdiction. The third paragraph of this covenant will not apply to any merger or consolidation of ICON Six (1) with or into one of ICON's subsidiaries for any purpose so long as the surviving person becomes a primary obligor of the debt securities or (2) with or into an affiliate solely for the purpose of reorganizing ICON Six in another jurisdiction so long as the surviving person becomes a primary obligor of the debt securities; *provided, however*, if such

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person is not a corporation, a co-obligor of the debt securities 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).

The person formed by or surviving any such Voluntary Assumption, consolidation, amalgamation or merger (if other than ICON or ICON Six) or the person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made will be the successor to ICON or ICON Six and shall succeed to, and be substituted for, and may exercise every right and power of, ICON or ICON Six, as the case may be, under the indenture, and ICON or ICON Six, except in the case of a lease, shall be released from the obligation to pay the principal of and interest on the debt securities.

Additional Covenants. We may be subject to additional covenants, including restrictive covenants in respect of a particular series of debt securities. Such additional covenants will be set forth in the applicable prospectus supplement and, to the extent necessary, in the supplemental indenture or board resolution relating to that series of debt securities.

Events of Default. Unless we inform you otherwise in the applicable prospectus supplement, the following are events of default with respect to a series of debt securities:

- failure to pay interest on that series of debt securities for 30 days when due;
- failure to pay principal of or any premium on that series of debt securities when due;
- failure to comply with any covenant or agreement in that series of debt securities for 90 days after written notice by the trustee or by the holders of at least 25% in principal amount of the then-outstanding debt securities of that series voting as a single class issued under the indenture that are affected by that failure;
- specified events involving bankruptcy, insolvency or reorganization of ICON or ICON Six; and
- any other event of default provided for that series of debt securities in the applicable prospectus supplement.

Unless we state otherwise in the applicable prospectus supplement, the debt securities will not contain any provisions which may afford holders of the debt securities protection in the event we have a change in control or in the event of a highly leveraged transaction (whether or not such transaction results in a change in control) which could adversely affect holders of debt securities.

If an event of default for any series of debt securities occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the outstanding debt securities of the series affected by the default may declare the principal of and all accrued and unpaid interest on those debt securities to be due and payable. The holders of a majority in principal amount of the outstanding debt securities of the series affected by the default may in some cases rescind this accelerated payment requirement.

A holder of a debt security of any series issued under the indenture may pursue any remedy thereunder only if:

- the holder gives the trustee written notice of a continuing event of default for that series;
- the holders of at least 25% in principal amount of the outstanding debt securities of that series make a written request to the trustee to pursue the remedy;
- the holders offer to the trustee indemnity satisfactory to the trustee;
- the trustee fails to act for a period of 60 days after receipt of the request and offer of indemnity; and
- during that 60-day period, the holders of a majority in principal amount of the debt securities of that series do not give the trustee a direction inconsistent with the request.

This provision does not, however, affect the right of a holder of a debt security to sue for enforcement of any overdue payment.

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In most cases, holders of a majority in principal amount of the outstanding debt securities of a series may direct the time, method and place of:

- conducting any proceeding for any remedy available to the trustee; and
- exercising any trust or power conferred on the trustee relating to or arising as a result of an event of default.

The indenture will require ICON Six to file each year with the trustee a written statement as to their compliance with the covenants contained in the indenture.

Modification and Waiver. Unless otherwise specified in the applicable prospectus supplement, the indenture with respect to any series of debt securities may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the then-outstanding debt securities of such series so amended or supplemented voting as a single class. Without the consent of each holder of the applicable debt securities so affected, however, no modification may:

- reduce the amount of debt securities whose holders must consent to an amendment, supplement or waiver;
- reduce the principal of or change the fixed maturity of any debt securities or alter or waive any of the provisions with respect to the payment of any additional amounts;
- reduce the rate of or change the time for payment of interest on the debt security;
- waive a default or event of default in the payment of principal of, premium on, if any, or interest on, the debt securities of any series (except a rescission of acceleration of such debt securities by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities and a waiver of the payment default that resulted from such acceleration);
- make any debt security payable in money other than as originally stated in such debt security;
- impair the holder's right to institute suit for the enforcement of any payment on or with respect to the debt security; or
- make any change in the preceding provisions.

Unless otherwise specified in the applicable prospectus supplement, the indenture may be amended or supplemented or any provision of the indenture may be waived without the consent of any holders of debt securities issued under the indenture in certain circumstances, including:

- to cure any ambiguity, omission, mistake, defect or inconsistency;
- to provide for uncertificated debt securities in addition to or in place of certificated debt securities; (provided that the uncertificated debt securities are issued in a registered form for purposes of Section 163(f) of the Internal Revenue Code of 1986, as amended ("the Code");
- to provide for the assumption of ICON Six or ICON's obligations to holders of debt securities of such series in the case of a merger or consolidation or sale of all or substantially all of ICON Six or ICON's assets, as applicable;
- to effect the release of any subsidiary guarantor from its guarantee in respect of such series of debt securities and the termination of such guarantee, all in accordance with the provisions of the indenture governing such release and termination;
- add any subsidiary guarantor or to provide for collateral to secure the debt securities of any series or any guarantee in respect of the debt securities of any series;
- to make any change that would provide any additional rights or benefits to the holders of debt securities or that does not materially adversely affect the legal rights under the indenture of any holder of debt securities;
- to comply with any requirement to effect or maintain the qualification of the indenture under the Trust Indenture Act of 1939, as amended;

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- to change or eliminate any of the provisions of the indenture with respect to any series of debt securities, provided that any such change or elimination shall not become effective with respect to any outstanding debt securities of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;
- to provide for the issuance of and establish forms and terms and conditions of a new series of debt securities as permitted by the indenture;
- to provide for the issuance of additional debt securities of any series; provided that such additional debt securities have the same terms as, and be deemed part of the same series as, the applicable series of debt securities to the extent required under the indenture;
- to evidence and provide for the acceptance and appointment by a successor trustee or collateral trustee with respect to the debt securities of a series and to add to or change any of the provisions of the 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;
- 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 debt securities in accordance with the limitations set forth in the indenture; and
- to add parallel debt or other foreign law provisions that ICON Six determines are necessary or advisable with respect to the jurisdiction of organization or incorporation of any guarantor.

The holders of a majority in principal amount of the outstanding debt securities of any series (or, in some cases, of all debt securities issued under the indenture that are affected, voting as one class) may waive any existing or past default or event of default with respect to debt securities of such series. Those holders may not, however, waive any default or event of default in any payment on any debt security or compliance with a provision that cannot be amended or supplemented without the consent of each holder affected.

Defeasance. When we use the term “defeasance”, we mean discharge from some or all of our obligations under the indenture. If any combination of funds or government securities that are deposited with the trustee under the indenture are sufficient, in the opinion of an independent firm of certified public accountants, to make payments on the debt securities of a series issued under the indenture on the dates those payments are due and payable, then, at the option of ICON Six, either of the following will occur:

- each of ICON, ICON Six and any subsidiary guarantors will be discharged from its or their obligations with respect to the debt securities of that series and, if applicable, the related guarantees (“legal defeasance”); or
- each of ICON, ICON Six and any subsidiary guarantors will no longer have any obligation to comply with the merger covenant and other specified covenants under the indenture, and the related events of default will no longer apply (“covenant defeasance”).

If a series of debt securities is defeased, the holders of the debt securities of the series affected will not be entitled to the benefits of the indenture, except for obligations to register the transfer or exchange of debt securities, replace stolen, lost or mutilated debt securities or maintain paying agencies and hold moneys for payment in trust. In the case of covenant defeasance, the obligation of ICON Six to pay principal, premium and interest on the debt securities and, if applicable, ICON and any subsidiary guarantor’s guarantee of the payments will also survive.

Unless we inform you otherwise in the applicable prospectus supplement or unless such defeasance occurs within one year of when the securities would be due and payable or called for redemption, we will be required to deliver to the trustee an opinion of counsel that the deposit and related defeasance would not cause the beneficial owners of the debt securities to recognize income, gain or loss for U.S. federal income tax purposes in a manner different than it would have done absent the defeasance. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect.

Governing Law. New York law will govern the indenture and the debt securities (including any guarantees).

Trustee. Citibank, N.A. or another trustee we identify in the applicable prospectus supplement, will be the trustee under the indenture. The address of Citibank, N.A. is 388 Greenwich Street, New York, New York,

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10013. ICON Six may appoint another trustee or a substitute trustee under the indenture or appoint an entity qualified under the Trust Indenture Act of 1939 to serve as trustee under the indenture. Citibank, N.A., and its affiliates perform certain commercial banking services for us for which they receive customary fees and are lenders under various outstanding credit facilities of subsidiaries of ICON.

If an event of default occurs under the indenture and is continuing, the trustee will be required to use the degree of care and skill of a prudent person in the conduct of that person's own affairs. The trustee will become obligated to exercise any of its powers under the indenture at the request of any of the holders of any debt securities issued under the indenture only after those holders have offered the trustee indemnity satisfactory to it.

The indenture will contain limitations on the right of the trustee, if it becomes a creditor of ICON, ICON Six or any subsidiary guarantor, to obtain payment of claims or to realize on certain property received for any such claim, as security or otherwise. The trustee is permitted to engage in other transactions with ICON, ICON Six and any subsidiary guarantor. If, however, it acquires any conflicting interest, it must eliminate that conflict or resign within 90 days after ascertaining that it has a conflicting interest and after the occurrence of a default under the indenture, unless the default has been cured, waived or otherwise eliminated within the 90-day period.

Form, Exchange, Registration and Transfer. The debt securities will be issued in registered form, without interest coupons. There will be no service charge for any registration of transfer or exchange of the debt securities. However, payment of any transfer tax or similar governmental charge payable for that registration may be required.

Debt securities of any series will be exchangeable for other debt securities of the same series, the same total principal amount and the same terms but in different authorized denominations in accordance with the indenture. Holders may present debt securities for registration of transfer at the office of the security registrar or any transfer agent ICON Six designates. The security registrar or transfer agent will effect the transfer or exchange if its requirements and the requirements of the indenture are met.

The trustee will be appointed as security registrar for the debt securities. If a prospectus supplement refers to any transfer agents ICON Six initially designates, ICON Six may at any time rescind that designation or approve a change in the location through which any transfer agent acts. ICON Six is required to maintain an office or agency for transfers and exchanges in each place of payment. ICON Six may at any time designate additional transfer agents for any series of debt securities.

In the case of any redemption, ICON Six will not be required to register the transfer or exchange of:

- any debt security during a period beginning 15 business days prior to the mailing of the relevant notice of redemption or repurchase and ending on the close of business on the day of mailing of such notice; or
- any debt security that has been called for redemption in whole or in part, except the unredeemed portion of any debt security being redeemed in part.

For purposes of the indenture, unless we inform you otherwise in the applicable prospectus supplement, a "business day" is any day that is not a Saturday, a Sunday or a day on which banking institutions in any of New York, New York; London, England; or a place of payment on the debt securities of that series is authorized or obligated by law, regulation or executive order to remain closed.

Payment and Paying Agents. Unless we inform you otherwise in the applicable prospectus supplement, payments on the debt securities will be made in U.S. dollars at the office of the trustee and any paying agent. At the option of ICON Six however, payments may be made by wire transfer for global debt securities or by check mailed to the address of the person entitled to the payment as it appears in the security register. Unless we inform you otherwise in a prospectus supplement, interest payments may be made to the person in whose name the debt security is registered at the close of business on the record date for the interest payment.

Unless we inform you otherwise in a prospectus supplement, the trustee will be designated as the paying agent. ICON Six may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts.

If the principal of or any premium or interest on or additional amounts with respect to debt securities of a series is payable on a day that is not a business day, the payment will be made on the following business day.

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Subject to the requirements of any applicable abandoned property laws, the trustee and paying agent will pay to us upon written request any money held by them for payments on the debt securities that remains unclaimed for two years after the date upon which that payment has become due. After payment to us, holders entitled to the money must look to us for payment. In that case, all liability of the trustee or paying agent with respect to that money will cease.

Book-Entry Debt Securities. The debt securities of a series may be issued in the form of one or more global debt securities that would be deposited with a depository or its nominee identified in the applicable prospectus supplement. Global debt securities may be issued in either temporary or permanent form. We will describe in the applicable prospectus supplement the terms of any depository arrangement and the rights and limitations of owners of beneficial interests in any global debt security.

Payment of Additional Amounts. All payments made by or on behalf of ICON Six or any guarantor under or with respect to any debt securities or any guarantee thereof will be made 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 governmental authority, including any interest, additions to tax or penalties applicable thereto (“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 ICON Six 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 ICON Six 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 made by or on behalf of ICON Six or any guarantor under or with respect to the debt securities or any guarantee thereof, including, without limitation, payments of principal, redemption price, interest or premium, ICON Six 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, further*, 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 debt securities (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 debt securities, the exercise or enforcement of rights under any debt securities or the applicable indenture or any guarantee thereof or the receipt of any payment in respect of any debt securities or any guarantee thereof;
- (b) any Taxes, to the extent such Taxes were imposed as a result of the presentation of a debt security 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, sale, transfer, or similar Taxes;
- (d) any Taxes withheld or deducted as a result of the presentation of any debt security for payment by or on behalf of a holder of debt securities who would have been able to avoid such withholding or deduction by presenting the relevant debt security to another paying agent designated by ICON Six under the indentures;
- (e) any Taxes imposed other than by deduction or withholding from payments made by or on behalf of ICON Six or any guarantor under or with respect to the debt securities or any guarantee thereof;
- (f) any Taxes to the extent such Taxes are imposed or withheld by reason of the failure of the holder or beneficial owner of debt securities to accurately comply with a reasonable request from an applicable

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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 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 debt securities to comply with the requirements of Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the "Code"), as of the applicable 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 ICON Six 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;
- (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 debt securities or any 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 debt securities or guarantee thereof; or
- (j) any combination of clauses (a) through (i) above.

In addition to the foregoing, the ICON Six 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 debt securities, the applicable indenture, any guarantee of the debt securities or any other document referred to therein, or the receipt of any payments with respect thereto, or the enforcement of any debt securities or any guarantee thereof; 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 (j) above other than clause (e).

If ICON Six or any guarantor becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to any applicable series of debt securities or any guarantee thereof, ICON Six 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 ICON Six 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. ICON Six 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.

ICON Six 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. ICON Six 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, ICON Six 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 ICON Six 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.

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Whenever in each indenture, the debt securities or in this “Description of Debt Securities and Guarantees” there is mentioned, in any context, the payment of amounts based upon the principal amount of such debt securities or of principal, interest or of any other amount payable under, or with respect to, any of the debt securities or any guarantee thereof, 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 any indenture and any transfer by a holder or beneficial owner of its debt securities, and will apply, mutatis mutandis, to any jurisdiction in which any successor person to ICON Six 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.

Ranking. The unsecured debt securities will constitute senior unsecured, unsubordinated obligations of ICON Six and will rank equally with all of its unsecured and unsubordinated debt from time to time outstanding. The secured debt securities will constitute unsubordinated obligations of ICON Six and will rank equally in right of payment with all other unsecured and unsubordinated debt of ICON Six, except that the secured debt securities will effectively rank senior to unsecured and unsubordinated debt of ICON Six in respect of claims against the collateral that is pledged to secure those secured debt securities. The unsecured debt securities will be effectively subordinated to all of the existing and future secured indebtedness of ICON Six to the extent of the value of the collateral securing that indebtedness.

Guarantees of Debt Securities. ICON will fully and unconditionally guarantee on a senior unsecured (unless otherwise expressly stated in the applicable prospectus supplement) basis the full and prompt payment of the principal of, any premium and interest on, and any additional amounts which may be payable by ICON Six in respect of the debt securities issued by ICON Six when and as the payment becomes due and payable, whether at maturity or otherwise. The parent guarantee will provide that in the event of a default in the payment of principal of, any premium and interest on, and any additional amounts which may be payable by ICON Six in respect of a debt security, the holder of that debt security may institute legal proceedings directly against ICON to enforce the parent guarantee without first proceeding against the issuer. The parent guarantee will rank equally with all of ICON’s other unsecured and unsubordinated debt from time to time outstanding. The applicable prospectus supplement may provide that ICON will fully and unconditionally guarantee on a senior secured basis the full and prompt payment of the principal of, any premium and interest on, and any additional amounts which may be payable by ICON Six in respect of the debt securities issued by ICON Six when and as the payment becomes due and payable, whether at maturity or otherwise. Such parent guarantee will rank equally with all of ICON’s other unsubordinated and unsecured debt from time to time outstanding, except that such parent guarantee will rank effectively senior to ICON’s unsecured and unsubordinated debt from time to time outstanding in respect of claims against the collateral that is pledged to secure those secured debt securities.

The debt securities may have the benefit of guarantees by one or more subsidiary guarantors. The subsidiary guarantees will be unsubordinated and, unless expressly stated in the applicable prospectus supplement, unsecured obligations of the respective subsidiary guarantors. If ICON Six issues a series of guaranteed debt securities, the specific subsidiary guarantors and a description of some of the terms of the subsidiary guarantees of those debt securities will, in each case, be set forth in the applicable prospectus supplement. Unless otherwise provided in the prospectus supplement relating to a series of such guaranteed debt securities, each subsidiary guarantor of the debt securities of such series will unconditionally guarantee the due and punctual payment of the principal of, and premium, if any, and interest, if any, on and any other amounts payable with respect to, each debt security of such series and the due and punctual performance of all of ICON Six’s other obligations under the applicable indenture with respect to the debt securities of such series, all in accordance with the terms of such debt securities and the applicable indenture.

The applicable prospectus supplement relating to any series of guaranteed debt securities will specify other terms of the applicable subsidiary guarantees, which may include provisions that allow a subsidiary guarantor to be released from its obligations under its subsidiary guarantee under specified circumstances or that provide for one or more subsidiary guarantees to be secured by specified collateral.

Secured Debt Securities. The debt securities and the guarantees of the debt securities may be secured by collateral. The applicable prospectus supplement will describe any such collateral and the terms of such secured debt securities.

TAXATION

The applicable prospectus supplement will describe certain Irish and, if applicable, Luxembourg and U.S. federal income tax considerations relevant to a particular series of debt securities.

PLAN OF DISTRIBUTION

We may sell our debt securities in and outside the United States through agents, underwriters, dealers or directly to purchasers, through a combination of any of the foregoing or by any other method permitted pursuant to applicable law. Our agents may solicit offers to purchase the debt securities.

We will identify the specific plan of distribution, including any underwriters, dealers, agents or direct purchasers and their compensation in the applicable prospectus supplement.

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following is an estimate of the expenses (all of which are to be paid by the registrant) that we may incur in connection with the securities being registered hereby.

SEC registration fee	\$	(1)
Rating agency fees and expenses	\$	(2)
Printing expenses	\$	(2)
Legal fees and expenses	\$	(2)
Accounting fees and expenses	\$	(2)
Blue Sky, qualification fees and expenses	\$	(2)
Transfer agent fees and expenses	\$	(2)
Trustee fees and expenses	\$	(2)
Miscellaneous	\$	(2)
Total	\$	(2)

-
- (1) Pursuant to Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the SEC registration fee will be paid at the time of any particular offering of securities under the registration statement, and is therefore not currently determinable.
- (2) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

LEGAL MATTERS

Certain legal matters with respect to United States and New York law will be passed upon for us by Cahill Gordon & Reindel LLP, New York, New York. Certain legal matters with respect to Irish law will be passed upon by A&L Goodbody LLP, our Irish counsel. If counsel for any underwriter, dealer or agent passes on legal matters in connection with an offering made by this prospectus, we will name that counsel in the prospectus supplement relating to the offering.

EXPERTS

The consolidated financial statements of ICON plc as of December 31, 2023 and 2022 and for each of the years in the three-year period ended December 31, 2023, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2023, have been incorporated by reference herein in reliance upon the reports of KPMG, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

LIMITATIONS ON ENFORCEMENT OF U.S. LAWS

ICON, ICON Six and certain of the subsidiary guarantors, if any, are organized and existing under the laws of countries other than the United States. In addition, certain of the directors and officers of these entities may reside outside of the United States and a significant portion of their assets may be located outside of the United States. As a result, it may be difficult for investors to effect service of process on ICON, ICON Six or any subsidiary guarantors or to enforce in the United States judgments obtained in U.S. courts against such entities or those persons based on the civil liability provisions of the U.S. securities laws or other laws. Uncertainty exists as to whether courts in certain countries other than the United States will enforce judgments obtained in other jurisdictions, including the United States, against the domestic companies or their directors or officers under the securities or other laws of those jurisdictions or entertain actions in those jurisdictions against such companies or their directors or officers under the securities or other laws of those jurisdictions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 8. Indemnification of Directors and Officers

ICON

Article 141 of ICON’s articles of association provide that, subject to the provisions of, and so far as may be permitted by the Irish Companies Act, 2014, as amended (the “Irish Companies Act”) every director, managing director, secretary or other officer of ICON shall be entitled to be indemnified by ICON against all costs, charges, losses, expenses, and liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto including any liability incurred by him or her in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him or her as an officer or employee of ICON and in which judgment is given in his or her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part) or in which he or she is acquitted or in connection with any proceedings or any application under the Act or under any statute for relief from liability in respect of any such act or omission in which relief is granted to him or her by the Court.

To the extent permitted by law, ICON’s directors may arrange insurance cover at the cost of ICON in respect of any liability, loss or expenditure incurred by any director or officer in relation to anything done or alleged to have been done or omitted to be done by him or her as director or officer.

ICON Six

Article 29 of ICON Six’s constitution provides that, subject to the provisions of the Irish Companies Act, every director, managing director, chief executive officer, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in relation to his or her acts or omissions while acting in such office, in which judgment is given in his or her favor or in which he or she is acquitted, or in connection with any proceedings or application referred to in, or under, Sections 233 or 234 of the Irish Companies Act in which relief is granted to him or her by the court.

The relevant provision of the Irish Companies Act is Section 235, which provides:

235. (1) Subject to the provisions of this section, the following provision shall be void, namely, any provision:

- (a) purporting to exempt any officer of a company from; or
- (b) purporting to indemnify such an officer against;

any liability which by virtue of any enactment or rule of law would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the company.

(2) Subsection (1) applies whether the provision concerned is contained in the constitution of a company or a contract with a company or otherwise.

(3) Notwithstanding subsection (1), a company may, in pursuance of any such provision as is mentioned in that subsection, indemnify any officer of the company against any liability incurred by him or her—

- (a) in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted; or
- (b) in connection with any proceedings or application referred to in, or under, section 233 or 234 in which relief is granted to him or her by the court.

(4) Notwithstanding subsection (1), a company may purchase and maintain for any of its officers insurance in respect of any liability referred to in that subsection.

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(5) Notwithstanding any provision contained in any enactment, the constitution of a company or otherwise, a director may be counted in the quorum and may vote on any resolution to purchase or maintain any insurance under which the director might benefit.

(6) For the avoidance of doubt, if—

(a) any business, trade or activity has been carried on by means of a company, or other body corporate, registered or formed under the laws of another country,

(b) the period for which that business, trade or activity was so carried on was not less than 12 months preceding the date on which this subsection falls to be applied,

(c) a provision of the kind referred to in subsection (1)(a) or (b) in relation to officers of the company or other body corporate was in being and valid under the laws of that country, and

(d) a private company limited by shares is formed and registered to carry on that business, trade or activity,

then nothing in this section invalidates the operation of the provision referred to in paragraph (c) in respect of any negligence, default, breach of duty or breach of trust occurring before that private company limited by shares is formed and registered.

(7) Any directors' and officers' insurance purchased or maintained by a company before 6 April 2004 is as valid and effective as it would have been if this section had been in operation when that insurance was purchased or maintained.

(8) In this section—

(a) "officer" includes a statutory auditor,

(b) a reference to an officer includes a reference to any former or current officer of the company.

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Item 9. EXHIBITS

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
2.1	Agreement and Plan of Merger, dated as of February 24, 2021, by and among ICON plc, ICON US Holdings Inc., Indigo Merger Sub, Inc and PRA Health Sciences, Inc. (incorporated by reference to Exhibit 2.1 to the Form 20-F (file No. 333-08704) filed on February 23, 2024).
3.1	Description of the Constitution of ICON plc (incorporated by reference to Exhibit 3.1 to the Form 20-F (File No. 333-08704) filed on February 23, 2024).
4.1	Form of Indenture, among ICON Investments Six Designated Activity Company, ICON plc and Citibank, N.A., as trustee.
5.1	Opinion of Cahill Gordon & Reindel LLP, as to the legality of the debt securities.
5.2	Opinion of A&L Goodbody, Irish counsel to ICON plc, as to the legality of the debt securities.
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 KPMG, independent registered public accounting firm.
23.2	Consent of Cahill Gordon & Reindel LLP (included in Exhibit 5.1 above).
23.3	Consent of A&L Goodbody (included in Exhibit 5.2 above).
24.1	Powers of attorney (included on signature pages hereof).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Citibank, N.A. as Trustee with respect to Exhibit 4.1 above.
107	Filing Fee Table.

* To be filed by amendment or incorporated by reference to a subsequently furnished Report on Form 6-K.

Item 10. Undertakings

Each of the undersigned registrants hereby undertakes:

(1) To file, during any period in which offers or sales of the registered securities are being made, a post-effective amendment to the registration statement;

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by each registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished, provided that each registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Securities Act or Item 8.A. of Form 20-F if such financial statements and information are contained in periodic reports filed with or furnished to the SEC by each registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement;

(5) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act, shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuers and any person that is at that date an underwriter, such date shall be

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deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

(6) That, for the purpose of determining liability of a registrant under the Securities Act to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to the registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Each of the undersigned registrants hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of ICON's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants, of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted against the registrants by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, ICON plc certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON PLC

By: /s/ Brendan Brennan

Brendan Brennan
Chief Financial Officer and Principal
Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen Cutler and Diarmaid Cunningham, and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Stephen Cutler</u> Stephen Cutler	Director, Chief Executive Officer and Authorized Representative in the United States	April 26, 2024
<u>/s/ Ciaran Murray</u> Ciaran Murray	Chairman and Director	April 26, 2024
<u>/s/ Rónán Murphy</u> Rónán Murphy	Director	April 26, 2024
<u>/s/ Julie O'Neill</u> Julie O'Neill	Director	April 26, 2024
<u>/s/ Eugene McCague</u> Eugene McCague	Director	April 26, 2024
<u>/s/ John Climax</u> John Climax	Director	April 26, 2024
<u>/s/ Joan Garahy</u> Joan Garahy	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Chief Financial Officer and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Stephen Cutler</u> Stephen Cutler, Attorney-in-Fact		April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and
Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Simon Hollywood</u> Simon Hollywood	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director and Authorized Representative in the United States	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON CLINICAL INTERNATIONAL UNLIMITED COMPANY
ICON CLINICAL RESEARCH PROPERTY DEVELOPMENT
(IRELAND) LIMITED
ICON CLINICAL RESEARCH PROPERTY HOLDINGS
(IRELAND) LIMITED
ICON HOLDINGS CLINICAL RESEARCH INTERNATIONAL
LIMITED
ICON CLINICAL GLOBAL HOLDINGS UNLIMITED
COMPANY
ICON OPERATIONAL FINANCING UNLIMITED COMPANY
ICON OPERATIONAL HOLDINGS UNLIMITED COMPANY

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and
Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director and Authorized Representative in the United States	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON CLINICAL RESEARCH LIMITED
ICON HOLDINGS UNLIMITED COMPANY
DOCS RESOURCING LIMITED

By: /s/ Brendan Brennan

Brendan Brennan
Principal Executive Officer, Principal Financial Officer, and
Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Simon Hollywood</u> Simon Hollywood	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director and Authorized Representative in the United States	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON INVESTMENTS FOUR UNLIMITED COMPANY

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and
Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Simon Hollywood</u> Simon Hollywood	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Authorized Representative in the United States	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ACCELLACARE LIMITED

By: /s/ Alan Sheehan

Alan Sheehan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Clare O'Neill</u> Clare O'Neill	Director	April 26, 2024
<u>/s/ Paul Talini</u> Paul Talini	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Authorized Representative in the United States	April 26, 2024
<u>/s/ Alan Sheehan</u> Alan Sheehan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

BEACON BIOSCIENCE, INC.

ACCELLACARE US INC.

By: /s/ Diarmaid Cunningham

Diarmaid Cunningham

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ George McMillan</u> George McMillan	Director	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON GLOBAL TREASURY
UNLIMITED COMPANY

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial
Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Alan Sheehan</u> Alan Sheehan	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Authorized Representative in the United States	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON US HOLDINGS INC.

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ George McMillan</u> George McMillan	Director	April 26, 2024
* By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON CLINICAL RESEARCH HOLDINGS
(IRELAND) UNLIMITED COMPANY

By: /s/ Diarmaid Cunningham

Diarmaid Cunningham

Principal Executive Officer, Principal Financial
Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Alan Sheehan</u> Alan Sheehan	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer, Authorized Representative in the United States	April 26, 2024
* By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON CLINICAL INVESTMENTS, LLC

By: /s/ Emer Lyons

Emer Lyons

Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Manager of the Member, ICON Luxembourg S.à r.l

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Emer Lyons</u> Emer Lyons	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Manager of the Member, ICON Luxembourg S.à r.l	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON LABORATORY SERVICES, INC.

By: /s/ Diarmaid Cunningham

Diarmaid Cunningham

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ George McMillan</u> George McMillan	Director	April 26, 2024
<u>/s/ James Miskel</u> James Miskel	Director	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

PRICESPECTIVE LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Manager	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Manager, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON EARLY PHASE SERVICES, LLC
ICON CLINICAL RESEARCH LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Director of the Member, ICON US Holdings, Inc.

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brendan Brennan</u> Brendan Brennan	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Director of the Member, ICON US Holdings, Inc.	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

MOLECULARMD CORP.

By: /s/ James Miskel

James Miskel

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ James Miskel</u> James Miskel	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ George McMillan</u> George McMillan	Director	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

DOCS GLOBAL, INC.

By: /s/ James Houlihan

James Houlihan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Debbie Gilmore</u> Debbie Gilmore	Director	April 26, 2024
<u>/s/ James Houlihan</u> James Houlihan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON GOVERNMENT AND PUBLIC HEALTH SOLUTIONS, INC.

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Edward Wright</u> Edward Wright	Director	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

CLINICAL RESOURCE NETWORK, LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and Director of the Member, CRN Holdings, LLC

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brendan Brennan</u> Brendan Brennan	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and Director of the Member, CRN Holdings, LLC	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

CRN HOLDINGS, LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Simon Hollywood</u> Simon Hollywood	Manager	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Manager, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

RESEARCH PHARMACEUTICAL SERVICES, INC.

By:

/s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal
Financial Officer, and Principal Accounting
Officer

SIGNATURES & POWERS OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

SOURCE HEALTHCARE ANALYTICS, LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer,
Principal Accounting Officer, and Director of the Member,
Symphony Health Solutions Corporation

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brendan Brennan</u> Brendan Brennan	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and Director of the Member, Symphony Health Solutions Corporation	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

SYMPHONY HEALTH SOLUTIONS CORPORATION

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer, and
Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

PHARMACEUTICAL RESEARCH ASSOCIATES, INC.
PRA HEALTH SCIENCES, INC.
PRA HOLDINGS, INC.

By: /s/ Brendan Brennan

Brendan Brennan
Principal Executive Officer, Principal Financial Officer,
and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Director	April 26, 2024
<u>/s/ Brendan Brennan</u> Brendan Brennan	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

PRA INTERNATIONAL, LLC
RPS GLOBAL HOLDINGS, LLC
RPS PARENT HOLDING LLC

By: /s/ Brendan Brennan

Brendan Brennan
Principal Executive Officer, Principal Financial Officer,
Principal Accounting Officer and Director of the Member,
PRA Holdings, Inc.

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brendan Brennan</u> Brendan Brennan	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Director of the Member, PRA Holdings, Inc.	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ROY RPS HOLDINGS LLC

By: /s/ Brendan Brennan

Brendan Brennan

Principal Executive Officer, Principal Financial Officer,
Principal Accounting Officer and Director of the Member,
RPS Parent Holding LLC

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brendan Brennan</u> Brendan Brennan	Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer and Director of the Member, RPS Parent Holding LLC	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dublin, Ireland on April 26, 2024.

ICON LUXEMBOURG S.À R.L.

By: /s/ Emer Lyons

Emer Lyons

Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer

SIGNATURES & POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Diarmaid Cunningham the true and lawful attorney-in-fact and agent of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement and any and all successor registration statements to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Emer Lyons</u> Emer Lyons	Director, Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer	April 26, 2024
<u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham	Authorized Representative in the United States	April 26, 2024
<u>/s/ Daniel Boone</u> Daniel Boone	Director	April 26, 2024
<u>/s/ Peter Connolly</u> Peter Connolly	Director	April 26, 2024
*By: <u>/s/ Diarmaid Cunningham</u> Diarmaid Cunningham, Attorney-in-Fact		April 26, 2024

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY

and

ICON PLC

INDENTURE

Dated as of [], 2024

CITIBANK, N.A.,

as Trustee

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Trust Indenture Act Section	Indenture Section
310(a)	7.10
311(a)	7.11
(b)	7.11
312(a)	2.06
(b)	12.03
(c)	12.03
313(a)	7.06
(b)(2)	7.07
(d)	7.06
314(a)	1.03
(a)(4)	4.05, 12.05
(b)	Not Applicable
(c)(1)	12.04
(c)(2)	12.04
(c)(3)	Not Applicable
(d)	Not Applicable
(e)	12.05
315(a)	7.01, 7.02
(b)	7.05, 12.02
(c)	7.01
(d)	7.01
(e)	6.11
316(a)	2.10
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	Not Applicable
(b)	6.07
(c)	2.13
317(a)(1)	6.08
(a)(2)	6.09
(b)	2.05
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 [], 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.

“*Depository*” 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 Depository with respect to the Notes, and any and all successors thereto appointed as depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“*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 Depository for such Series or its nominee, and registered in the name of such Depository 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
“ <i>Additional Amounts</i> ”	4.06
“ <i>Applicable Premium Deficit</i> ”	8.04(a)
“ <i>Covenant Defeasance</i> ”	8.03
“ <i>DTC</i> ”	2.03
“ <i>Event of Default</i> ”	6.01
“ <i>Legal Defeasance</i> ”	8.02
“ <i>Paying Agent</i> ”	2.04
“ <i>Registrar</i> ”	2.04
“ <i>Tax Jurisdiction</i> ”	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.

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 Depository 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 Depository 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.

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 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.

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.

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.

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 [] 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 [], 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).

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.

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.

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

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.

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.

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 GUARANTORS, TO THE EXTENT ORGANIZED OUTSIDE OF THE UNITED STATES, SHALL APPOINT ICON CLINICAL RESEARCH LLC (2100 PENNBROOK PKWY, NORTH WALES, PA 19446), 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.

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 [], 2024

ICON INVESTMENTS SIX DESIGNATED ACTIVITY
COMPANY

By: _____
Name:
Title:

ICON PUBLIC LIMITED COMPANY

By: _____
Name:
Title:

CITIBANK, N.A.,
as Trustee

By: _____
Name:
Title:

Cahill Gordon & Reindel LLP
32 Old Slip
New York, New York 10005

(212) 701-3000

April 26, 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 filing of a registration statement on Form F-3 (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”), and the proposed issuance and sale from time to time pursuant to Rule 415 under the Act, together or separately and in one or more series (if applicable), of debt securities of the Issuer (the “Securities”), which will be guaranteed by the Company (the “Guarantee”).

The Securities of the Issuer are to be issued under an indenture (the “Base Indenture”) to be entered into among the Company, the Issuer and Citibank, N.A., as trustee, or another trustee selected by the Issuer and appointed under the Base Indenture or a supplemental indenture (together with the Base Indenture, the “Indenture”).

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 the Issuer and we have assumed that (i) the Registration Statement, and any amendments thereto (including any post effective amendments), will have become effective, (ii) a prospectus supplement will have been prepared and filed with the Commission describing the Securities offered thereby, (iii) 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 appropriate prospectus supplement, (iv) the Issuer and the Company will each be validly existing and in good standing under the laws of the jurisdiction in which it is organized, (v) all corporate or other action required to be taken to duly authorize each proposed issuance of Securities and any related documentation shall have been duly completed and shall remain in full force and effect, (vi) a definitive purchase, underwriting or similar agreement with respect to any Securities offered will have been duly authorized and validly executed and delivered by the Issuer of such Securities 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, (vii) the Indenture shall have been duly executed and delivered by the Issuer, the Company and all other parties thereto and duly qualified under the Trust Indenture Act of 1939, as amended, (viii) the execution, delivery, issuance and performance, as applicable, by the Issuer of such definitive purchase, underwriting or similar agreement with respect to any Securities, or by the Company with respect to the Guarantee, will not constitute a breach or violation of their respective organizational documents or violate the law of the jurisdiction in which the Issuer or the Company is organized or any other jurisdiction (except that no such assumption is made with respect to the Federal laws of the United States and the laws of the State of New York) and (ix) the opinion letter of A&L Goodbody, which is being filed as Exhibit 5.2 to the Registration Statement is accurate at the time of any offer or sale of the Securities and the Guarantee of the Securities by the Company.

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: (i) the terms and conditions of the Securities and Guarantee have been duly established by board resolution, officers' certificate or supplemental indenture in accordance with the terms and conditions of the Base Indenture, (ii) the Base Indenture and any such board resolution, officers' certificate or supplemental indenture has been duly executed and delivered by the Issuer of such Securities and, in the case of the Base Indenture and any supplemental indenture, the relevant trustee, and (iii) such Securities and the Guarantee have been duly executed (in the case of certificated Securities and the Guarantee), delivered and authenticated in accordance with the terms of the Indenture and issued and sold for the consideration set forth in the applicable definitive purchase, underwriting or similar agreement, such Securities will be legal, valid and binding obligations of the Issuer thereof, enforceable against the Issuer in accordance with their respective terms, and the Guarantee will be the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its 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.

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.

We have examined and relied upon signed copies of the Registration Statement to be filed with the Commission, including the exhibits thereto. For purposes of this opinion, we have also examined and relied without investigation upon the accuracy of the opinion letter of A&L Goodbody, Irish counsel for the Issuer and the Company, dated the date hereof and filed as Exhibit 5.2 to the Registration Statement.

We hereby consent to the use of our firm’s name under the caption “Legal Matters” and to the filing of this opinion with the Commission as an exhibit to the aforesaid Registration Statement. 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



A&L Goodbody LLP
 3 Dublin Landings
 North Wall Quay, Dublin 1
 D01 C4E0
 T: +353 1 649 2000
 DX: 29 Dublin | www.algoodbody.com

Dublin
 Belfast
 London
 New York
 San Francisco
 Palo Alto

Date | 26 April 2024

Our ref | 01445620

Your ref |

ICON Public Limited Company (the **Parent**)

South County Business Park
 Leopardstown
 Dublin 18
 Dublin
 D18X5R3

Dear Addressee

We are acting as Irish Council to the Parent, a public limited company incorporated under the laws of Ireland (registered number 145835) in connection with the filing of the registration statement on Form F-3 (the **Registration Statement**) with the United States Securities and Exchange Commission (the **SEC**) by the Parent, certain of its subsidiaries pursuant to which we understand that:

- a) Icon Investments Six Designated Activity Company, a designated activity company (the **Issuer**) will register, under the Securities Act of 1933, as amended (the **Securities Act**), senior debt securities (the **Debt Securities**) which may be issued under a senior indenture (the **Indenture**), in the form included as Exhibit 4.4 to the Registration Statement; and
- b) the Parent shall guarantee the obligations of the Issuer arising under the Indentures (the **Guarantee**).

In connection with this Opinion, we have reviewed pdf copies of (i) the Registration Statement, (ii) the Indenture, (iii) the form of the Guarantee and (iv) copies of such corporate records of the Parent and the Issuer as we have deemed necessary as a basis for the opinions hereinafter expressed. In rendering this Opinion, we have examined, and have assumed the truth and accuracy of the contents of, all such corporate records, documents and certificates of officers of the Parent and the Issuer and of public officials as to factual matters and have conducted such searches on 26th April 2024 (being the last practicable date on which searches could be conducted) in public registries in Ireland as we have deemed necessary or appropriate for the purposes of this Opinion but have made no independent investigation regarding such factual matters.

In our examination we have assumed the (continued) truth and accuracy of the information contained in such documents, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents.

CE Gill • JG Grennan • PD White • VJ Power • SM Doggett • M Sherlock • KP Allen • C Rogers • G O'Toole • JN Kelly • N O'Sullivan • MJ Ward • D Widger • C Christle • S Ó Cróinín
 DR Baxter • A McCarthy • JF Whelan • JB Somerville • MF Barr • AM Curran • A Roberts • RM Moore • D Main • J Cahir • M Traynor • PM Murray • P Walker • K Furlong
 PT Fahy • D Inverarity • M Coghlan • DR Francis • A Casey • B Hosty • M O'Brien • L Mulleady • K Ryan • E Hurley • D Dagostino • R Grey • R Lyons • J Sheehy • C Carroll • SE Carson
 P Diggin • J Williams • A O'Beirne • J Dallas • SM Lynch • M McElhinney • C Owens • AD Ion • K O'Connor • JH Milne • T Casey • M Doyle • CJ Comerford • R Marron • K O'Shaughnessy
 S O'Connor • SE Murphy • D Nangle • C Ó Conluain • N McMahon • HP Brandt • A Sheridan • N Cole • M Devane • D Fitzgerald • G McDonald • N Meehan • R O'Driscoll • B O'Malley
 C Bollard • M Daly • D Geraghty • LC Kennedy • E Mulhern • E O'Keeffe • MJ Ellis • D Griffin • D McElroy • C Culleton • B Nic Suibhne • S Quinlivan • J Rattigan • K Mulhern
 A Muldowney • L Dunne • A Burke • C Bergin • P Fogarty

Consultants: Professor JCW Wylie • MA Greene • AV Fanagan • PM Law • SW Haughey • PV Maher

We have further assumed that:

- a) on the entry by the Issuer into the Indenture and the issuance of the Debt Securities pursuant to the Issuer's Memorandum and Articles of Association (the **Issuer Constitutional Documents**), that the board of directors of the Issuer (the **Issuer Board**), or any appropriate committee appointed thereby, will have validly authorised the entry into such Indenture and the issuance of Debt Securities and that such Indenture and Debt Securities will have been duly executed, authenticated (if applicable), issued and delivered in accordance with the terms of the Indenture and such Debt Securities and in the manner contemplated by the applicable prospectus and prospectus supplements and that such Indenture and Debt Securities will create legally valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with its terms; and
- b) on the entry by the Parent into the Guarantee, pursuant to the Parent's Memorandum and Articles of Association (the **Parent Constitutional Documents**), that the board of directors of the Parent (the **Parent Board**), or any appropriate committee appointed thereby, will have validly authorised the entry into the Guarantee and that the Guarantee will have been duly executed, authenticated (if applicable), issued and delivered in accordance with the terms of the relevant Indenture and the Guarantee and in the manner contemplated by the applicable prospectus and prospectus supplements and that such Guarantee will create legally valid and binding obligations of the Parent, enforceable against the Parent in accordance with its terms.

We have further assumed that none of the resolutions and authorities of the Issuer Board or Parent Board upon which we have relied have been or will be varied, amended or revoked in any respect or have expired and that the Indenture, [the notes] and the Guarantee will be issued in accordance with such applicable resolutions and authorities.

We have further assumed that:

- a) the terms of the Indenture and the Debt Securities will have been established so as not to, and that the execution and delivery by the Issuer of, and the performance of its obligations under, the Indenture and the Debt Securities will not violate, conflict with or constitute a default under (i) the Issuer Constitutional Documents, (ii) any agreement or instrument to which the Issuer or its properties are subject, (iii) any law, rule or regulation to which the Issuer or its properties is subject, (iv) any judicial or regulatory order or decree of any governmental authority or (v) any consent, approval, license, authorisation or validation of, or filing, recording or registration with, any governmental authority; and
- b) the terms of the Guarantee will have been established so as not to, and that the execution and delivery by the Parent of, and the performance of its obligations under, the Guarantee will not violate, conflict with or constitute a default under (i) the Parent Constitutional Documents, (ii) any agreement or instrument to which the Parent or its properties are subject, (iii) any law, rule or regulation to which the Parent or its properties is subject, (iv) any judicial or regulatory order or decree of any governmental authority or (v) any consent, approval, license, authorisation or validation of, or filing, recording or registration with, any governmental authority.

We have assumed the absence of fraud on the part of the Parent and the Issuer and each of its respective officers, employees, agents and advisers and that the Parent and the Issuer will enter into and issue each Indenture and the Guarantee (as applicable) in good faith, for its legitimate and bona fide business purposes.

We have further assumed that:

- a) the Parent and Issuer will be fully solvent at the time of and immediately following the entry into each Indenture and the Guarantee (as applicable);
- b) no resolution or petition for the appointment of a liquidator or examiner in respect of either the Parent or the Issuer will be passed or presented prior to the entry into each Indenture and the Guarantee (as applicable);

- c) no receiver will have been appointed in relation to any of the assets or undertaking of the Parent or the Issuer prior to the to the entry into each Indenture and the Guarantee (as applicable); and
- d) no composition in satisfaction of debts, scheme of arrangement, or compromise or arrangement with creditors or members (or any class of creditors or members) will be proposed, sanctioned or approved in relation to the Parent or Issuer prior to the entry into each Indenture and the Guarantee.

Subject to the foregoing and to the within additional qualifications and assumptions, and based upon searches carried out in the Irish Companies Registration Office and the Central Office of the High Court on 26 April 2024, we are of the opinion that:

- a) the Parent is a public limited company duly incorporated under the laws of Ireland and validly existing as a public limited company under the laws of Ireland;
- b) the Issuer is a designated activity company duly incorporated under the laws of Ireland and validly existing as a designated activity company under the laws of Ireland;
- c) the Indenture and the Debt Securities when (i) issued in accordance with all necessary corporate action of the Issuer, (ii) if appropriate, authenticated in the manner set forth in such Indenture, (iii) delivered against due payment therefor, and (iv) duly authorized, executed and delivered by the Issuer and the other parties thereto, will (A) be duly authorized and validly issued; and (B) will not violate the Issuer Constitutional Documents; and
- d) the Guarantee when (i) issued in accordance with all necessary corporate action of the Parent, (ii) if appropriate, authenticated in the manner set forth in the Guarantee, (iii) delivered against due payment therefor, and (iv) duly authorized, executed and delivered by the Parent and the other parties thereto, will (A) be duly authorized and validly issued; and (B) will not violate the Parent Constitutional Documents.

In rendering this Opinion, we have confined ourselves to matters of Irish law. We express no opinion on any laws other than the laws of Ireland (and the interpretation thereof) in force as at the date hereof.

We hereby consent to the filing of this Opinion with the SEC as an exhibit to the Registration Statement. 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 or the rules and regulations of the SEC.

This Opinion is strictly confined to the matters expressly stated herein and is not to read as extending by implication or otherwise to any other matter. We express no opinion and make no representation or warranty, as to any matter of fact or in respect of any documents which may exist in relation to the filing of the Registration Statement.

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 is governed by and construed in accordance with the laws of Ireland.

Yours faithfully

/s/ A&L Goodbody LLP

A&L Goodbody LLP

**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”) may guarantee the obligations of debt securities of ICON Investments Six Designated Activity Company:

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, may collateralize the obligations of debt securities of ICON Investments Six Designated Activity Company:

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 US Holdings Inc.	100%
HumanFirst Inc. (Delaware)	ICON US Holdings Inc.	100%
ICON Clinical Research Holdings (Ireland) Unlimited Company (Ireland)	ICON Holdings Unlimited Company	100%

Consent of Independent Registered Public Accounting Firm

We consent to the use of our reports dated February 23, 2024, with respect to the consolidated financial statements of ICON plc, and the effectiveness of internal control over financial reporting, incorporated herein by reference and to the reference to our firm under the heading “Experts” in this Registration Statement.

/s/ KPMG

Dublin, Ireland
April 26, 2024

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OR A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an application to determine eligibility of a Trustee
Pursuant to Section 305(b)(2) X

CITIBANK, N.A.

(Exact name of registrant as specified in its charter)

13-5266470
(I.R.S. employer
Identification no.)

388 Greenwich Street, New York, New York
(Address of principal executive office)

10013
(Zip Code)

ICON PUBLIC LIMITED COMPANY
(Exact name of registrant as specified in its charter)

ICON INVESTMENTS SIX DESIGNATED ACTIVITY COMPANY
(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction of incorporation or organization)

Ireland
(State or other jurisdiction of incorporation or organization)

Not Applicable
(I.R.S. Employer Identification Number)

Not Applicable
(I.R.S. Employer Identification Number)

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

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

Debt Securities
(Title of indenture securities)

Item 1. General Information. Furnish the following information as Trustee:

a) Name and address of each examining or supervising authority to which it is subject.

<u>Name</u>	<u>Address</u>
Comptroller of the Currency	Washington, D.C.
Federal Reserve Bank of New York	33 Liberty Street, New York, New York
Federal Deposit Insurance Corporation	Washington, D.C.

b) Whether is it authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliation with the Obligor

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

List below all exhibits filed as a part of this Statement of Eligibility.
Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as exhibits hereto.
Exhibit 1 - Copy of Articles of Association of the Trustee, as now in effect. (Exhibit 1 to T-1 to Registration Statement No. 2-79983)
Exhibit 2 - Copy of certificate of authority of the Trustee to commence business. (Exhibit 2 to T-1 to Registration Statement No. 2-29577).
Exhibit 3 - Copy of authorization of the Trustee to exercise corporate trust powers. (Exhibit 3 to T-1 to Registration Statement No. 2-55519)
Exhibit 4 - Copy of existing By-Laws of the Trustee. (Exhibit 4 to T-1 to Registration Statement No. 33-34988)
Exhibit 5 - Not applicable.
Exhibit 6 - The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.
Exhibit 7 - Copy of the latest Report of Condition of Citibank, N.A. (as of December 31, 2023 - attached)
Exhibit 8 - Not applicable.
Exhibit 9 - Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, Citibank, N.A., a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York and State of New York, on the 26th day of April 2024.

CITIBANK, N.A.

By: /s/ Peter Lopez

Peter Lopez

Senior Trust Officer

CONSOLIDATED BALANCE SHEET

Citigroup Inc. and Subsidiaries

<i>In millions of dollars</i>	December 31,	
	2023	2022
Assets		
Cash and due from banks (including segregated cash and other deposits)	\$ 27,342	\$ 30,577
Deposits with banks, net of allowance	233,590	311,448
Securities borrowed and purchased under agreements to resell (including \$206,059 and \$239,527 as of December 31, 2023 and 2022, respectively, at fair value), net of allowance	345,700	365,401
Brokerage receivables, net of allowance	53,915	54,192
Trading account assets (including \$197,156 and \$133,535 pledged to creditors at December 31, 2023 and 2022, respectively)	411,756	334,114
Investments:		
Available-for-sale debt securities (including \$11,868 and \$10,933 pledged to creditors as of December 31, 2023 and 2022, respectively)	256,936	249,679
Held-to-maturity debt securities, net of allowance (fair value of which is \$235,001 and \$243,648 as of December 31, 2023 and 2022, respectively) (includes \$71 and \$0 pledged to creditors as of December 31, 2023 and 2022, respectively)	254,247	268,863
Equity securities (including \$766 and \$895 as of December 31, 2023 and 2022, respectively, at fair value)	7,902	8,040
Total investments	\$ 519,085	\$ 526,582
Loans:		
Consumer (including \$313 and \$237 as of December 31, 2023 and 2022, respectively, at fair value)	389,197	368,067
Corporate (including \$7,281 and \$5,123 as of December 31, 2023 and 2022, respectively, at fair value)	300,165	289,154
Loans, net of unearned income	\$ 689,362	\$ 657,221
Allowance for credit losses on loans (ACLL)	(18,145)	(16,974)
Total loans, net	\$ 671,217	\$ 640,247
Goodwill	20,098	19,691
Intangible assets (including MSRs of \$691 and \$665 as of December 31, 2023 and 2022, respectively)	4,421	4,428
Premises and equipment, net of depreciation and amortization	28,747	26,253
Other assets (including \$12,290 and \$10,658 as of December 31, 2023 and 2022, respectively, at fair value), net of allowance	95,963	103,743
Total assets	\$ 2,411,834	\$ 2,416,676

Statement continues on the next page.

CONSOLIDATED BALANCE SHEET
(Continued)
Citigroup Inc. and Subsidiaries

	December 31,	
	2023	2022
<i>In millions of dollars, except shares and per share amounts</i>		
Liabilities		
Deposits (including \$2,440 and \$1,875 as of December 31, 2023 and 2022, respectively, at fair value)	\$ 1,308,681	\$ 1,365,954
Securities loaned and sold under agreements to repurchase (including \$62,485 and \$70,886 as of December 31, 2023 and 2022, respectively, at fair value)	278,107	202,444
Brokerage payables (including \$4,321 and \$4,439 as of December 31, 2023 and 2022, respectively, at fair value)	63,539	69,218
Trading account liabilities	155,345	170,647
Short-term borrowings (including \$6,545 and \$6,222 as of December 31, 2023 and 2022, respectively, at fair value)	37,457	47,096
Long-term debt (including \$116,338 and \$105,995 as of December 31, 2023 and 2022, respectively, at fair value)	286,619	271,606
Other liabilities, plus allowances	75,835	87,873
Total liabilities	\$ 2,205,583	\$ 2,214,838
Stockholders' equity		
Preferred stock (\$1.00 par value; authorized shares: 30 million), issued shares: as of December 31, 2023 —704,000 and as of December 31, 2022—759,800, at aggregate liquidation value	\$ 17,600	\$ 18,995
Common stock (\$0.01 par value; authorized shares: 6 billion), issued shares: as of December 31, 2023 —3,099,691,704 and as of December 31, 2022—3,099,669,424	31	31
Additional paid-in capital	108,955	108,458
Retained earnings	198,905	194,734
Treasury stock, at cost: December 31, 2023 —1,196,577,865 shares and December 31, 2022— 1,162,682,999 shares	(75,238)	(73,967)
Accumulated other comprehensive income (loss) (AOCI)	(44,800)	(47,062)
Total Citigroup stockholders' equity	\$ 205,453	\$ 201,189
Noncontrolling interests	798	649
Total equity	\$ 206,251	\$ 201,838
Total liabilities and equity	\$ 2,411,834	\$ 2,416,676

The Notes to the Consolidated Financial Statements are an integral part of these Consolidated Financial Statements.

Calculation of Filing Fee Tables**Form F-3**
(Form Type)

ICON public limited company
ICON Investments Six Designated Activity Company
ICON Luxembourg S.à r.l.
PRA Health Sciences, Inc.
ICON Clinical Research Limited
ICON Global Treasury Unlimited Company
ICON US Holdings Inc.
ICON Holdings Unlimited Company
DOCS Resourcing Limited
ICON Clinical International Unlimited Company
ICON Clinical Research Property Development (Ireland) Limited
Accellacare Limited
ICON Operational Holdings Unlimited Company
ICON Operational Financing Unlimited Company
ICON Investments Four Unlimited Company
ICON Clinical Global Holdings Unlimited Company
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
ICON Holdings Clinical Research International Limited
ICON Clinical Research Property Holdings (Ireland) Limited
ICON Clinical Research Holdings (Ireland) Unlimited Company
ICON Government and Public Health Solutions Inc.

(Exact Name of Registrant as Specified in Its Charter)

Table 1: Newly Registered Securities and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to be Paid	Debt	Debt Securities	Rules 456(b) and 457(r)	(1)	(1)	(1)	(1)	(1)				
	Debt	Guarantees of Debt Securities(2)	Rules 456(b) and 457(r)	(1)	(1)	(1)	(1)	(1)				
Fees Previously Paid	—	—	—	—	—	—	—	—				
Carry Forward Securities												
Carry Forward Securities	—	—	—	—	—	—	—	—	—	—	—	—
	Total Offering Amounts					—		—				
	Total Fees Previously Paid							—				
	Total Fee Offsets							—				
	Net Fee Due							—				

(1) An indeterminate amount of securities to be offered at indeterminate prices is being registered pursuant to this registration statement. In accordance with Rule 456(b) and Rule 457(r) under the Securities Act of 1933, as amended, the registrant is deferring payment of the registration fee.

(2) ICON public limited company will, and one or more of the registrants listed on the Table of Co-Registrants may, guarantee the obligations of debt securities of ICON Investments Six Designated Activity Company. The guarantees will not be traded separately. Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is due with respect to the guarantees.