

THIS NOTICE CONTAINS IMPORTANT INFORMATION OF INTEREST TO THE BENEFICIAL OWNERS OF THE NOTES. IF APPLICABLE, ALL DEPOSITARIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO PASS THIS NOTICE TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER

**MBA Community Loans p.l.c.
2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1
D01 P767**

(a public limited company with registered number 486917)

(the "Issuer")

For immediate release

6 September 2024

To the holders of:

USD 4,293,213 Series 19 Notes due 15 January 2028
(ISIN: XS1040434026)
USD 1,500,000 Series 37 Notes due 15 August 2026
(ISIN: XS1066896520)
USD 2,070,000 Series 41 Notes due 15 July 2027
(ISIN: XS1084572103)
USD 7,156,747 Series 44 Notes due 15 February 2027
(ISIN: XS1125754132)
USD 2,050,000 Series 45 Notes due 15 February 2027
(ISIN: XS1091100781)
USD 3,210,000 Series 47 Notes due 15 January 2028
(ISIN: XS1196035791)
USD 3,000,000 Series 48 Notes due 15 October 2027
(ISIN: XS1195738825)
USD 6,648,437 Series 52 Notes due 15 April 2027
(ISIN: XS1195701401)
USD 4,500,000 Series 68 Notes due 15 July 2027
(ISIN: XS1305308345)
USD 835,000 Series 69 Notes due 15 July 2027
(ISIN: XS1320524090)
USD 1,695,000 Series 80 Notes due 15 October 2029
(ISIN: XS1368748379)
USD 1,267,109 Series 83 Notes due 15 October 2029
(ISIN: XS1368748619)
USD 745,809 Series 84 Notes due 15 October 2029
(ISIN: XS1368748700)
USD 1,916,938 Series 85 Notes due 15 January 2029
(ISIN: XS1368748882)
USD 1,296,422 Series 87 Notes due 15 October 2029
(ISIN: XS1368749187)
USD 5,475,167 Series 89 Notes due 15 April 2029
(ISIN: XS1368749427)
USD 4,233,532 Series 90 Notes due 15 October 2029
(ISIN: XS1368749690)
USD 694,706 Series 93 Notes due 15 October 2029
(ISIN: XS1484833535)
USD 3,568,449 Series 95 Notes due 15 October 2029
(ISIN: XS1492590747)
USD 3,059,773 Series 98 Notes due 15 January 2029
(ISIN: XS1404163120)
USD 910,000 Series 101 Notes due 15 January 2029
(ISIN: XS1404157155)
USD 1,846,028 Series 105 Notes due 15 January 2029
(ISIN: XS1439448322)
USD 9,544,521 Series 115 Notes due 15 October 2029
(ISIN: XS1480250965)
USD 3,035,589 Series 117 Notes due 15 October 2029
(ISIN: XS1539590643)
USD 3,712,087 Series 118 Notes due 15 October 2029
(ISIN: XS1539589801)

of the Issuer presently Outstanding

We refer to:

- (a) the USD 4,293,213 Series 19 Notes due 15 January 2028 (ISIN: XS1040434026) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 3 September 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 19 Notes**”);
- (b) the USD 1,500,000 Series 37 Notes due 15 August 2026 (ISIN: XS1066896520) constituted under the terms of a principal trust deed dated 5 September 2014 and issued by the Issuer on 18 September 2014 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 5 September 2014 (the “**Series 37 Notes**”);
- (c) the USD 2,070,000 Series 41 Notes due 15 July 2027 (ISIN: XS1084572103) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 27 August 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 41 Notes**”);
- (d) the USD 7,156,747 Series 44 Notes due 15 February 2027 (ISIN: XS1125754132) constituted under the terms of a principal trust deed dated 5 September 2014 and issued by the Issuer on 5 March 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 5 September 2014 (the “**Series 44 Notes**”);
- (e) the USD 2,050,000 Series 45 Notes due 15 February 2027 (ISIN: XS1091100781) constituted under the terms of a principal trust deed dated 5 September 2014 and issued by the Issuer on 23 January 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 5 September 2014 (the “**Series 45 Notes**”);
- (f) the USD 3,210,000 Series 47 Notes due 15 January 2028 (ISIN: XS1196035791) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 18 August 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 47 Notes**”);
- (g) the USD 3,000,000 Series 48 Notes due 15 October 2027 (ISIN: XS1195738825) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 20 August 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 48 Notes**”);
- (h) the USD 6,648,437 Series 52 Notes due 15 April 2027 (ISIN: XS1195701401) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 1 October 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 52 Notes**”);
- (i) the USD 4,500,000 Series 68 Notes due 15 July 2027 (ISIN: XS1305308345) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 26 November 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the “**Series 68 Notes**”);
- (j) the USD 835,000 Series 69 Notes due 15 July 2027 (ISIN: XS1320524090) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the

Issuer on 26 November 2015 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the "**Series 69 Notes**");

- (k) the USD 1,695,000 Series 80 Notes due 15 October 2029 (ISIN: XS1368748379) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 22 September 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the "**Series 80 Notes**");
- (l) the USD 1,267,109 Series 83 Notes due 15 October 2029 (ISIN: XS1368748619) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer on 2 September 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 83 Notes**");
- (m) the USD 745,809 Series 84 Notes due 15 October 2029 (ISIN: XS1368748700) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in two tranches on 2 September 2016 (Tranche 1) and 19 January 2017 (Tranche 2) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 84 Notes**");
- (n) the USD 1,916,938 Series 85 Notes due 15 January 2029 (ISIN: XS1368748882) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer on 4 August 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 85 Notes**");
- (o) the USD 1,296,422 Series 87 Notes due 15 October 2029 (ISIN: XS1368749187) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer on 22 September 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 87 Notes**");
- (p) the USD 5,475,167 Series 89 Notes due 15 April 2029 (ISIN: XS1368749427) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in two tranches on 4 August 2016 (Tranche 1) and 22 September 2016 (Tranche 2) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 89 Notes**");
- (q) the USD 4,233,532 Series 90 Notes due 15 October 2029 (ISIN: XS1368749690) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in two tranches on 2 September 2016 (Tranche 1) and on 17 November 2016 (Tranche 2) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 90 Notes**");
- (r) the USD 694,706 Series 93 Notes due 15 October 2029 (ISIN: XS1484833535) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer on 2 September 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 93 Notes**");
- (s) the USD 3,568,449 Series 95 Notes due 15 October 2029 (ISIN: XS1492590747) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in three tranches on 22 September 2016 (Tranche 1), on 29 December 2016 (Tranche 2) and on 26 January 2017 (Tranche 3) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 95 Notes**");
- (t) the USD 3,059,773 Series 98 Notes due 15 January 2029 (ISIN: XS1404163120) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by

the Issuer on 4 August 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 98 Notes**");

- (u) the USD 910,000 Series 101 Notes due 15 January 2029 (ISIN: XS1404157155) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer on 6 October 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 101 Notes**");
- (v) the USD 1,846,028 Series 105 Notes due 15 January 2029 (ISIN: XS1439448322) constituted under the terms of a principal trust deed dated 12 August 2015 and issued by the Issuer on 4 August 2016 under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 12 August 2015 (the "**Series 105 Notes**");
- (w) the USD 9,544,521 Series 115 Notes due 15 October 2029 (ISIN: XS1480250965)) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in five tranches on 22 September 2016 (Tranche 1), 15 December 2016 (Tranche 2), 2 March 2017 (Tranche 3), 22 March 2017 (Tranche 4) and 13 April 2017 (Tranche 5) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 115 Notes**");
- (x) the USD 3,035,589 Series 117 Notes due 15 October 2029 (ISIN: XS1539590643) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in four tranches on 29 December 2016 (Tranche 1), 20 January 2017 (Tranche 2), 13 April 2017 (Tranche 3) and 14 June 2017 (Tranche 4) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 117 Notes**"); and
- (y) the USD 3,712,087 Series 118 Notes due 15 October 2029 (ISIN: XS1539589801) constituted under the terms of a principal trust deed dated 29 July 2016 and issued by the Issuer in three tranches on 29 December 2016 (Tranche 1), 12 January 2017 (Tranche 2) and 22 March 2017 (Tranche 3) respectively, under the terms and conditions of the notes set out in the base prospectus of the Issuer dated 29 July 2016 (the "**Series 118 Notes**"),

(each a "**Series**" and together the "**Series**" or the "**Notes**")

We refer to the terms and conditions applicable to each Series, which are comprised in (i) the "*Terms and Conditions of the Notes*", which are set out in the base prospectus applicable in respect of each Series and the principal trust deed applicable to each Series (in each case, the "**Principal Trust Deed**"), together with (and as amended and/or supplemented by) (ii) the supplemental trust deed applicable to the Series (in each case, the "**Supplemental Trust Deed**"), and (iii) the final terms applicable to the Series, which are appended to each Supplemental Trust Deed (where (i) – (iii) are, together, the "**Conditions**" in respect of each Series).

We refer to the notice given by the Issuer to the holders of each Series (in respect of each Series, the "**Noteholders**") dated 15 August 2024 (the "**15 August Notice**") of a meeting of the Noteholders of each Series (each a "**Noteholder Meeting**", and together the "**Noteholder Meetings**"), to be held for the purposes of considering and, if thought fit, passing the resolution attached thereto at Schedule 1 or Schedule 2, as applicable. We refer to the notice given by the Issuer to the Noteholders dated 23 August clarifying the voting instructions given to the Noteholders in the 15 August Notice (the "**23 August Notice**").

Capitalised terms used in this Notice but not otherwise defined herein shall have the meanings given to them in the 15 August Notice.

The Issuer hereby gives notice to the Noteholders that, in respect of each of the Noteholder Meetings, no quorum was present and accordingly each Noteholder Meeting was adjourned, without any business being transacted at such Noteholder Meeting, by the Chairperson.

The Issuer hereby gives notice that, in accordance with the Conditions and the provisions of the Third Schedule of the relevant Principal Trust Deed, an adjourned meeting of the Noteholders has been convened by the Issuer and will be held:

- (a) in respect of the Series 19 Notes, at the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 11.00 (Dublin time) on 20 September 2024;
- (b) in respect of the Series 37 Notes, at the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 11.15 (Dublin time) on 20 September 2024;
- (c) in respect of the Series 41 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 11.30 (Dublin time) on 20 September 2024;
- (d) in respect of the Series 44 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 11.45 (Dublin time) on 20 September 2024;
- (e) in respect of the Series 45 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 12.00 (noon) (Dublin time) on 20 September 2024;
- (f) in respect of the Series 47 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 12.15 (Dublin time) on 20 September 2024;
- (g) in respect of the Series 48 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 12.30 (Dublin time) on 20 September 2024;
- (h) in respect of the Series 52 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 12.45 (Dublin time) on 20 September 2024;
- (i) in respect of the Series 68 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 13.00 (Dublin time) on 20 September 2024;
- (j) in respect of the Series 69 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 13.15 (Dublin time) on 20 September 2024;
- (k) in respect of the Series 80 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 13.30 (Dublin time) on 20 September 2024;
- (l) in respect of the Series 83 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 13.45 (Dublin time) on 20 September 2024;

- (m) in respect of the Series 84 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 14.00 (Dublin time) on 20 September 2024;
- (n) in respect of the Series 85 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 14.15 (Dublin time) on 20 September 2024;
- (o) in respect of the Series 87 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 14.30 (Dublin time) on 20 September 2024;
- (p) in respect of the Series 89 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 14.45 (Dublin time) on 20 September 2024;
- (q) in respect of the Series 90 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 15.00 (Dublin time) on 20 September 2024;
- (r) in respect of the Series 93 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 15.15 (Dublin time) on 20 September 2024;
- (s) in respect of the Series 95 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 15.30 (Dublin time) on 20 September 2024;
- (t) in respect of the Series 98 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 15.45 (Dublin time) on 20 September 2024;
- (u) in respect of the Series 101 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 16.00 (Dublin time) on 20 September 2024;
- (v) in respect of the Series 105 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 16.15 (Dublin time) on 20 September 2024;
- (w) in respect of the Series 115 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 16.30 (Dublin time) on 20 September 2024;
- (x) in respect of the Series 117 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 16.45 (Dublin time) on 20 September 2024; and
- (y) in respect of the Series 118 Notes, the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at 17.00 (Dublin time) on 20 September 2024,

(each of the adjourned meetings of the Noteholders referred to above in respect of each relevant Series being an “**Adjourned Meeting**” and, together, the “**Adjourned Meetings**”).

Each Adjourned Meeting will be held for the purposes of considering and, if thought fit, passing the resolution attached to the 15 August Notice and replicated at Schedule 1 or Schedule 2 attached hereto, as applicable. The Issuer invites the Noteholders to attend the applicable Adjourned Meeting, or appoint a proxy to vote on their behalf at the Adjourned Meeting, in accordance with the instructions set out in the 15 August Notice, as subsequently clarified in the 23 August Notice.

NOTEHOLDERS OF THE SERIES 37 NOTES, THE SERIES 44 NOTES AND THE SERIES 45 NOTES SHOULD CAREFULLY CONSIDER AND REVIEW THE FORM OF EXTRAORDINARY RESOLUTIONS SET FORTH IN SCHEDULE 1 (*"FORM OF EXTRAORDINARY RESOLUTIONS - SERIES 37 NOTES, SERIES 44 NOTES AND SERIES 45 NOTES"*).

ALL OTHER NOTEHOLDERS SHOULD CAREFULLY CONSIDER AND REVIEW THE FORM OF EXTRAORDINARY RESOLUTIONS SET FORTH IN SCHEDULE 2 (*"FORM OF EXTRAORDINARY RESOLUTIONS - ALL OTHER SERIES"*).

Enquiries:

MBA Community Loans p.l.c.

Attention: The Directors

Telephone: +353 1 920 3562

E-mail: clientoperations@apexgroup.com

This notice is given by:

MBA Community Loans p.l.c.

6 September 2024

SCHEDULE 1

FORM OF EXTRAORDINARY RESOLUTIONS – SERIES 37 NOTES, SERIES 44 NOTES AND SERIES 45 NOTES

EXTRAORDINARY RESOLUTION AND DIRECTION

To: MBA Community Loans p.l.c.
2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1
D01 P767
in its capacity as **Issuer**

Apex Corporate Trustees (UK) Limited
6th Floor
125 London Wall
London, EC2Y 5AS
United Kingdom
in its capacity as **Trustee**

Cc: McCann FitzGerald LLP
Riverside One
Sir John Rogerson's Quay
Dublin 2
D02 X576
Ireland

Mason Hayes & Curran LLP
South Bank House
Barrow Street
Dublin 4
Ireland

Dated 2024

Capitalised terms used in this Extraordinary Resolution and Direction but not otherwise defined herein shall have the meanings given to them in the supplemental trust deed dated [•] (the "**Supplemental Trust Deed**") which incorporates by reference the principal trust deed dated [•] (the "**Principal Trust Deed**" and, together with the Supplemental Trust Deed, the "**Trust Deed**") made between the MBA Community Loans p.l.c. (the "**Issuer**") and Apex Corporate Trustees (UK) Limited (formerly Capita Trust Company Limited, the "**Trustee**"), in relation to (and constituting) the Series [•] USD [•] Notes due [•] issued by the Issuer (the "**Notes**" or the "**Series**").

The resolutions in this Extraordinary Resolution and Direction shall take effect as an Extraordinary Resolution passed at a meeting duly convened and held in accordance with the Supplemental Trust Deed and Condition 11 (*Meetings of Noteholders and Modifications*) of the Conditions.

1. WHEREAS:

- (i) The Base Rate for the purposes of calculating the floating rate of interest applicable to the Notes is 3 Month USD LIBOR. From 30 June 2023, at the direction of the UK Financial Conduct Authority, the methodology used to calculate LIBOR changed so that LIBOR was no

longer calculated on the basis of submissions from panel banks but became what market participants generally refer to as 'synthetic' LIBOR.

- (ii) From 30 September 2024, the 1-, 3- and 6-month synthetic USD LIBOR settings are expected to cease, with the effect that any provisions in contracts that reference 1-, 3- or 6-month USD LIBOR will no longer be operable. These are the last remaining synthetic LIBOR settings and the last remaining LIBOR settings overall. Absent an amendment to the Conditions of the Notes, the interest rate terms applicable to the Notes would fall into this category of inoperable provisions.
- (iii) The Conditions of the Notes do not have 'fallback' provisions which can be utilised to replace the applicable Base Rate. Further, no applicable regulatory solution has been forthcoming from any of the relevant authorities. In the event that the provisions become inoperable, the Calculation Agent will be unable to determine the amount of interest due in respect of the Notes on any Payment Date.
- (iv) The Issuer gave notice to the holders of the Series of Notes (the "Noteholders") that, in accordance with the Conditions, and the provisions of the Third Schedule of the Principal Trust Deed, a meeting of the Noteholders was to be convened by the Issuer and held at the offices of McCann FitzGerald LLP at Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at [•] (Dublin time) on 6 September 2024 (the "Meeting") for the purposes of considering and, if thought fit, passing this Extraordinary Resolution.
- (v) The Issuer has proposed the following amendments to the Conditions of the Notes and the Final Terms of each of the Series (the "Proposed Amendments"):

- a. to replace the definition of "Base Rate" in Part A of the Final Terms with the following:

<i>"Base Rate"</i>	<i>The Term Secured Overnight Financing Rate for a period of 3 months as provided by CME Group Benchmark Administration Limited as administrator of the benchmark (or a successor administrator) to, and published by, authorised distributors of that rate at the Relevant Time ("CME Term SOFR")."</i>
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- b. to replace the definition of "Target Interest Rate" in Part A of the Final Terms with the following:

<i>"Target Interest Rate"</i>	<i>[existing target for the Series]% above the sum of the Base Rate as published at or about the Relevant Time on the Target Interest Rate Determination Date for the Interest Period plus the Adjustment Spread, or [existing target for the Series]% where the sum of the Base Rate plus the Adjustment Spread has a negative value, where:</i>
	<i>"Adjustment Spread" means 0.26161% per annum; and</i>
	<i>"Relevant Time" means 11.00am London time (or any amended publication time for CME Term SOFR, as specified by the CME Term SOFR administrator in the CME Term SOFR benchmark methodology) on the Target Interest Rate Determination Date.</i>

- c. to replace the definition of “Target Interest Rate Determination Date(s)” in Part A of the Final Terms with the following:

Means with respect to any Interest Period, whichever of the following dates falls on or immediately precedes the beginning of that Interest Period: the 8th day of February; the 8th day of May; the 8th day of August; or the 8th November provided that if any such day is not a Business Day, the preceding Business Day shall be designated as the Target Interest Rate Determination Date.

- d. to replace the section entitled “Historic Interest Rates” with the following:

5. **HISTORIC INTEREST RATES**

Details of historic CME Term SOFR rates can be obtained from:

<https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html>

- e. to add the following section:

EU BENCHMARK REGULATION: Article 29(2) statement on benchmarks

Applicable Amounts payable under the Notes are calculated by reference to CME Term SOFR, which is administered and published by CME Group Benchmark Administration Limited.

As at the date on which these Final Terms are amended and restated, CME Group Benchmark Administration Limited is not included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“ESMA”) pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “BMR”).

CME Term SOFR is the forward-looking term SOFR reference rate for a designated period, which is calculated and published by CME Group Benchmark Administration Limited (or any other person which takes over administration of that rate).

As far as the Issuer is aware, the transitional provisions of Article 51 of the BMR apply, such that CME Group Benchmark Administration Limited (as the administrator of CME term SOFR) is not currently required to obtain authorisation or registration (or if located outside the European Union, recognition, endorsement or equivalent).

- (vi) On the basis of the foregoing, the Issuer has requested the Noteholders to consider the Proposed Amendments and vote on this Extraordinary Resolution sanctioning and providing the waivers, consents, instructions and directions set out below:
- (a) that the Issuer be and is directed, consented, instructed, empowered, authorized, and requested to enter into and implement the Proposed Amendments; and
- (b) in connection with and to give effect to the Proposed Amendments, that the Issuer and the Trustee are instructed and directed to enter into a deed of amendment (the “**Deed of Amendment**”).

Taking account of the foregoing, **IT IS HEREBY RESOLVED AS AN EXTRAORDINARY RESOLUTION** that we, the Noteholders, pursuant to the Conditions of the Notes:

1. approve of the Proposed Amendments;

2. authorise and direct the Trustee to provide its prior written approval to the Issuer entering into a deed of amendment (the “**Deed of Amendment**”) which effects the Proposed Amendments (and to do so by executing the Deed of Amendment);
3. authorise and direct the Trustee to enter into the Deed of Amendment and execute such further documents the Trustee may deem necessary in order to effect the Proposed Amendments and do all such things as may be necessary or expedient to carry out and give effect to the Proposed Amendments;
4. resolve that every modification (including the Proposed Amendments approved hereunder), waiver, abrogation, variation, compromise of, or arrangement in respect of, the rights of the Noteholders (or the Trustee acting on their behalf) against the Issuer whether such rights arise under the Principal Trust Deed or otherwise, involved in or resulting from or to be effected pursuant hereto and the implementation thereof, be and are hereby approved;
5. irrevocably waive any claim against the Trustee which arises as a result of any loss or damage to the Noteholders suffered or incurred as a result of the Trustee following the terms of this Extraordinary Resolution and the implementation of this Extraordinary Resolution (including the directions and/or instructions contained herein);
6. agree that the Trustee shall not have any liability, and any claims against the Trustee shall be irrevocably waived, for acting upon this Extraordinary Resolution and the implementation of this Extraordinary Resolution even though it may be subsequently found that there is a defect in this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding upon the Noteholders;
7. agree that the Proposed Amendments shall only apply to the matters specifically referred to in this Extraordinary Resolution. It shall be without prejudice to any rights which the Issuer, the Trustee or the Noteholder may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Extraordinary Resolution (and whether or not subsisting at the date of this Extraordinary Resolution) or as a matter of general law; and
8. agree that the Trustee shall be entitled to rely upon the indemnity set out in Clause 13 of the Principal Trust Deed as an indemnity to the Trustee with respect to any and all liability for which the Trustee may have become or may become responsible under the Principal Trust Deed, the Notes or any other document relating to the Notes in respect of any act or omission in connection with this Extraordinary Resolution.

Each Noteholder acknowledges that it is solely responsible for making its own independent appraisal of all matters (including those relating to this Extraordinary Resolution, the Notes and the Issuer) as such Noteholder deems appropriate, and each Noteholder has made its own decision as to whether to consent to and approve the proposed Extraordinary Resolution.

Each Noteholder acknowledges that the terms of this Extraordinary Resolution have not been formulated by the Trustee, and nothing in this Extraordinary Resolution should be construed as a recommendation to Noteholders from the Trustee to approve or reject the resolutions proposed in this Extraordinary Resolution. In accordance with normal practice, the Trustee expresses no opinion on the merits (or otherwise) of this Extraordinary Resolution. Each Noteholder acknowledges that the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Extraordinary Resolution or any omissions from this Extraordinary Resolution.

The Trustee may assume that this Extraordinary Resolution remains in full force and effect until receipt of actual notice to the contrary.

Each Noteholder hereby acknowledges that the Proposed Amendments contemplated by this Extraordinary Resolution will not become effective until the Deed of Amendment is executed by all the parties thereto.

This Extraordinary Resolution and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, Irish law each of the Parties irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to hear any action, suit or proceeding in connection with this Extraordinary Resolution.

SCHEDULE 2

FORM OF EXTRAORDINARY RESOLUTIONS – ALL OTHER SERIES

EXTRAORDINARY RESOLUTION AND DIRECTION

To: MBA Community Loans p.l.c.
2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1
D01 P767
in its capacity as **Issuer**

Apex Corporate Trustees (UK) Limited
6th Floor
125 London Wall
London, EC2Y 5AS
United Kingdom
in its capacity as **Trustee**

Cc: McCann FitzGerald LLP
Riverside One
Sir John Rogerson's Quay
Dublin 2
D02 X576
Ireland

Mason Hayes & Curran LLP
South Bank House
Barrow Street
Dublin 4
Ireland

Dated 2024

Capitalised terms used in this Extraordinary Resolution and Direction but not otherwise defined herein shall have the meanings given to them in the supplemental trust deed dated [•] (the "**Supplemental Trust Deed**") which incorporates by reference the principal trust deed dated [•] (the "**Principal Trust Deed**" and, together with the Supplemental Trust Deed, the "**Trust Deed**") made between the MBA Community Loans p.l.c. (the "**Issuer**") and Apex Corporate Trustees (UK) Limited (formerly Capita Trust Company Limited, the "**Trustee**"), in relation to (and constituting) the Series [•] USD [•] Notes due [•] issued by the Issuer (the "**Notes**" or the "**Series**").

The resolutions in this Extraordinary Resolution and Direction shall take effect as an Extraordinary Resolution passed at a meeting duly convened and held in accordance with the Supplemental Trust Deed and Condition 11 (*Meetings of Noteholders and Modifications*) of the Conditions.

1. WHEREAS:

- (i) The Base Rate for the purposes of calculating the floating rate of interest applicable to the Notes is 3 Month USD LIBOR. From 30 June 2023, at the direction of the UK Financial Conduct Authority, the methodology used to calculate LIBOR changed so that LIBOR was no

longer calculated on the basis of submissions from panel banks but became what market participants generally refer to as 'synthetic' LIBOR.

- (ii) From 30 September 2024, the 1-, 3- and 6-month synthetic USD LIBOR settings are expected to cease, with the effect that any provisions in contracts that reference 1-, 3- or 6-month USD LIBOR will no longer be operable. These are the last remaining synthetic LIBOR settings and the last remaining LIBOR settings overall. Absent an amendment to the Conditions of the Notes, the interest rate terms applicable to the Notes would fall into this category of inoperable provisions.
- (iii) The Conditions of the Notes do not have 'fallback' provisions which can be utilised to replace the applicable Base Rate. Further, no applicable regulatory solution has been forthcoming from any of the relevant authorities. In the event that the provisions become inoperable, the Calculation Agent will be unable to determine the amount of interest due in respect of the Notes on any Payment Date.
- (iv) The Issuer gave notice to the holders of the Series of Notes (the "Noteholders") that, in accordance with the Conditions, and the provisions of the Third Schedule of the Principal Trust Deed, a meeting of the Noteholders was to be convened by the Issuer and held at the offices of McCann FitzGerald LLP, Riverside One, Sir John Rogerson's Quay, Dublin 2, D02 X576, Ireland at [•] (Dublin time) on 6 September 2024 (the "Meeting") for the purposes of considering and, if thought fit, passing this Extraordinary Resolution.
- (v) The Issuer has proposed the following amendments to the Conditions of the Notes and the Final Terms of each of the Series (the "Proposed Amendments"):

- a. to replace the definition of "Base Rate" in Part A of the Final Terms with the following:

<i>"Base Rate"</i>	<i>The Term Secured Overnight Financing Rate for a period of 3 months as provided by CME Group Benchmark Administration Limited as administrator of the benchmark (or a successor administrator) to, and published by, authorised distributors of that rate at the Relevant Time ("CME Term SOFR")."</i>
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- b. to replace the definition of "Target Interest Rate" in Part A of the Final Terms with the following:

<i>"Target Interest Rate"</i>	<i>[existing target for the Series]% above the sum of the Base Rate as published at or about the Relevant Time on the Target Interest Rate Determination Date for the Interest Period plus the Adjustment Spread, or [existing target for the Series]% where the sum of the Base Rate plus the Adjustment Spread has a negative value, where:</i>
	<i>"Adjustment Spread" means 0.26161% per annum; and</i>
	<i>"Relevant Time" means 11.00am London time (or any amended publication time for CME Term SOFR, as specified by the CME Term SOFR administrator in the CME Term SOFR benchmark methodology) on the Target Interest Rate Determination Date.</i>

- c. to replace the definition of "Target Interest Rate Determination Date(s)" in Part A of the Final Terms with the following:

Means with respect to any Interest Period, whichever of the following dates falls on or immediately precedes the beginning of that Interest Period: the 8th day of January; the 8th day of April; the 8th day of July; or the 8th October provided that if any such day is not a Business Day, the preceding Business Day shall be designated as the Target Interest Rate Determination Date.

d. to replace the section entitled “Historic Interest Rates” with the following:

5. **HISTORIC INTEREST RATES**

Details of historic CME Term SOFR rates can be obtained from:

<https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html>

e. to add the following section:

EU BENCHMARK REGULATION: Article 29(2) statement on benchmarks

Applicable Amounts payable under the Notes are calculated by reference to CME Term SOFR, which is administered and published by CME Group Benchmark Administration Limited.

As at the date on which these Final Terms are amended and restated, CME Group Benchmark Administration Limited is not included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“ESMA”) pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “BMR”).

CME Term SOFR is the forward-looking term SOFR reference rate for a designated period, which is calculated and published by CME Group Benchmark Administration Limited (or any other person which takes over administration of that rate).

As far as the Issuer is aware, the transitional provisions of Article 51 of the BMR apply, such that CME Group Benchmark Administration Limited (as the administrator of CME term SOFR) is not currently required to obtain authorisation or registration (or if located outside the European Union, recognition, endorsement or equivalent).

(vi) On the basis of the foregoing, the Issuer has requested the Noteholders to consider the Proposed Amendments and vote on this Extraordinary Resolution sanctioning and providing the waivers, consents, instructions and directions set out below:

(a) that the Issuer be and is directed, consented, instructed, empowered, authorized, and requested to enter into and implement the Proposed Amendments; and

(b) in connection with and to give effect to the Proposed Amendments, that the Issuer and the Trustee are instructed and directed to enter into a deed of amendment (the “**Deed of Amendment**”).

Taking account of the foregoing, **IT IS HEREBY RESOLVED AS AN EXTRAORDINARY RESOLUTION** that we, the Noteholders, pursuant to the Conditions of the Notes:

1. approve of the Proposed Amendments;
2. authorise and direct the Trustee to provide its prior written approval to the Issuer entering into a deed of amendment (the “**Deed of Amendment**”) which effects the Proposed Amendments (and to do so by executing the Deed of Amendment);

3. authorise and direct the Trustee to enter into the Deed of Amendment and execute such further documents the Trustee may deem necessary in order to effect the Proposed Amendments and do all such things as may be necessary or expedient to carry out and give effect to the Proposed Amendments;
4. resolve that every modification (including the Proposed Amendments approved hereunder), waiver, abrogation, variation, compromise of, or arrangement in respect of, the rights of the Noteholders (or the Trustee acting on their behalf) against the Issuer whether such rights arise under the Principal Trust Deed or otherwise, involved in or resulting from or to be effected pursuant hereto and the implementation thereof, be and are hereby approved;
5. irrevocably waive any claim against the Trustee which arises as a result of any loss or damage to the Noteholders suffered or incurred as a result of the Trustee following the terms of this Extraordinary Resolution and the implementation of this Extraordinary Resolution (including the directions and/or instructions contained herein);
6. agree that the Trustee shall not have any liability, and any claims against the Trustee shall be irrevocably waived, for acting upon this Extraordinary Resolution and the implementation of this Extraordinary Resolution even though it may be subsequently found that there is a defect in this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding upon the Noteholders;
7. agree that the Proposed Amendments shall only apply to the matters specifically referred to in this Extraordinary Resolution. It shall be without prejudice to any rights which the Issuer, the Trustee or the Noteholder may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Extraordinary Resolution (and whether or not subsisting at the date of this Extraordinary Resolution) or as a matter of general law; and
8. agree that the Trustee shall be entitled to rely upon the indemnity set out in Clause 13 of the Principal Trust Deed as an indemnity to the Trustee with respect to any and all liability for which the Trustee may have become or may become responsible under the Principal Trust Deed, the Notes or any other document relating to the Notes in respect of any act or omission in connection with this Extraordinary Resolution.

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The Trustee may assume that this Extraordinary Resolution remains in full force and effect until receipt of actual notice to the contrary.

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This Extraordinary Resolution and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, Irish law each of the Parties irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to hear any action, suit or proceeding in connection with this Extraordinary Resolution.