

***Draft Opinion re Guarantee***

Date:[            ]                      Our Ref                      Your Ref:

- 1F. We refer to the assumptions contained in Schedule 1 of this Letter (the "**Assumptions**"). We have assumed that each of the Assumptions is true and correct and have not verified the veracity of these Assumptions. This Opinion is provided on the basis that the Assumptions are true and correct and we accept no responsibility if any of the Assumptions prove to be untrue.

## 2. **Opinion**

On the basis described in section 1, and subject to, the Assumptions and qualifications set out in this Opinion including without limitation in Schedule 2, we are of the opinion that:

### *Capacity, Authority and Status*

- 2A. the Guarantor is formed as [ ] and is duly incorporated and validly existing under the laws of [ ].
- 2B. the Guarantor has all the necessary corporate power and authority, under its constitutions, to issue, execute and deliver the Guarantee and to perform its obligations thereunder in accordance with the terms of the Guarantee and the Guarantee has been authorised by all necessary corporate action on the part of the Guarantor and the execution delivery and performance of the Guarantee by the Guarantor do not conflict with the laws of [ ] and its Constitution.
- 2C. No consent, authorisation, licence or approval from any Governmental or public body or public authority of its jurisdiction of incorporation and no registration, filing or recording of the Guarantee or any instrument relating thereto in any public office, governmental authority or regulatory body of its jurisdiction of incorporation is necessary or advisable under the laws of its jurisdiction of incorporation to ensure the validity and enforceability of the Guarantee against the Guarantor.
- 2D. It is not necessary that MARA be authorised or qualified to carry on business in its jurisdiction of incorporation for the execution, delivery and performance of the Guarantee.

### *Immunity from Suit*

- 2E. the Guarantor is generally subject to suit under the laws of [ ] and neither the Guarantor nor any property of the Guarantor has any immunity from jurisdiction of any court of [ ] or from any legal process under [ ] law.

### *Due Execution*

- 2F. The Guarantee has been duly executed by the Guarantor.

### *Stamp duty or documentary taxes*

- 2G. It is not necessary in order to ensure that the obligations of the Guarantor under the Guarantee are legal valid and binding or the legality, validity, enforceability or admissibility in evidence of the Guarantee in [ ], that the Guarantee be:
- (a) be filed, recorded or enrolled with any governmental or other authority, agency, court, public office or elsewhere in [ ]; or
  - (b) that the documents be stamped with any stamp, registration or similar transaction tax.

*Governing Law and Jurisdiction*

- 2H. In any proceedings taken in [ ] for the enforcement of the Guarantee, the choice of the law of Ireland, as the governing law of the Guarantee will be recognised by the [ ] courts.
- 2I. The submission by the parties to the jurisdiction of the courts of Ireland in the Guarantee will be upheld and recognised by the [ ] courts.

Yours faithfully,

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## **Schedule 1**

### **Assumptions**

For the purpose of giving this opinion we assume the following, without any responsibility on our part if any assumption proves to have been untrue as we have not independently verified any assumption:

## **Schedule 2**

### **Qualifications**

The opinions set out herein are subject to the qualifications set out below. Please note that, although we have in respect of certain opinions specifically referred you to a particular qualification, this is for ease of reference only and does not affect the fact that all of our opinions contained herein are subject to all of the qualifications below.