

THURSDAY THE 14TH DAY OF APRIL 2011

BEFORE MR JUSTICE MCGOVERN

IN THE MATTER OF ALLIED IRISH BANKS PLC

AND

IN THE MATTER OF THE CREDIT INSTITUTIONS (STABILISATION)

ACT 2010

AND

**IN THE MATTER OF AN APPLICATION BY THE MINISTER FOR
FINANCE FOR A SUBORDINATED LIABILITIES ORDER IN RELATION
TO ALLIED IRISH BANKS PLC PURSUANT TO SECTION 29 OF THE
CREDIT INSTITUTIONS (STABILISATION) ACT 2010 AND ANCILLARY
ORDERS**

The ex parte application of the Minister for Finance (the “Applicant”) for a Subordinated Liabilities Order pursuant to Section 29 of the Credit Institutions (Stabilisation) Act 2010 (the “Act”) along with related reliefs including an application under Section 60 of the Act for restrictions with regard to the disclosure in open Court publication or reporting of material which is commercially sensitive coming before this Honourable Court this day in the presence of Counsel for the Applicant

And on the application by Counsel for the Applicant for an Order prohibiting publication of the fact of this application pending the making of a Subordinated Liabilities Order pursuant to Section 29 of the Act

And on hearing said Counsel for the Applicant

The Court doth so Order

And on reading the Affidavit of Ann Nolan sworn 13 April 2011 the Supplemental Affidavit of Ann Nolan sworn this day and the exhibits referred to in said Affidavits

And on hearing what was offered by Counsel for the Applicant

IT IS ORDERED that the Applicant be granted the following reliefs

- A. A Subordinated Liabilities Order pursuant to Section 29 of the Act in the following terms:
1. This Proposed Subordinated Liabilities Order is made in respect of the following subordinated liabilities of AIB:

	Dated subordinated liabilities	Issuer	Underlying trust deed constituting the dated subordinated liabilities	Amount Outstanding	ISIN Code
1	€419,070,000 10.75 per cent. Subordinated Notes due 2017	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 7 September 2009 in respect of the Allied Irish Banks, p.l.c. €30,000,000,000 Euro Medium Term Note Programme	€217,900,000	XS0498532117
2	£1,096,645,000 11.50 per cent. Subordinated Notes due 2022	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 7 September 2009 in respect of the Allied Irish Banks, p.l.c. €30,000,000,000	€447,600,000	XS0498531069

THE HIGH COURT

	Dated subordinated liabilities	Issuer	Underlying trust deed constituting the dated subordinated liabilities	Amount Outstanding	ISIN Code
			Euro Medium Term Note Programme		
3	U.S.\$177,096,000 10.75 per cent. Subordinated Notes due 2017	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 7 September 2009 in respect of the Allied Irish Banks, p.l.c. €30,000,000,000 Euro Medium Term Note Programme	€79,000,000	XS0498530178
4	£368,253,000 12.5 per cent. Subordinated Notes due 25 June 2019	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 2 September 2008 in respect of the Allied Irish Banks, p.l.c. €30,000,000,000 Euro Medium Term Note Programme	€250,900,000	XS0435957682
5	€868,518,000 12.5 per cent. Subordinated Notes due 25 June 2019	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 2 September 2008 in respect of the Allied Irish Banks, p.l.c. €30,000,000,000 Euro Medium Term Note Programme	€628,400,000	XS0435953186
together (“ Category A Dated Subordinated Liabilities ”)					
6	£700,000,000 Callable Dated Subordinated Fixed to Floating Rate Notes due July 2023	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 14 September 2007 in respect of the Allied Irish	€40,900,000	XS0368068937

THE HIGH COURT

	Dated subordinated liabilities	Issuer	Underlying trust deed constituting the dated subordinated liabilities	Amount Outstanding	ISIN Code
			Banks, p.l.c. €30,000,000,000 Euro Medium Term Note Programme		
7	€500,000,000 Callable Subordinated Step-Up Floating Rate Notes due 2017	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 25 August 2005 in respect of the Allied Irish Banks, p.l.c. €15,000,000,000 Euro Medium Term Note Programme	€75,200,000	XS0232498393
8	£500,000,000 Subordinated Callable Fixed/Floating Rate Notes due 2025	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 3 September 2004 in respect of the Allied Irish Banks, p.l.c. €15,000,000,000 Euro Medium Term Note Programme	€1,500,000	XS0214107053
9	€400,000,000 Subordinated Callable Step-Up Floating Rate Notes due 2015	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 3 September 2004 in respect of the Allied Irish Banks, p.l.c. €15,000,000,000 Euro Medium Term Note Programme	€48,500,000	XS0208845924
10	U.S.\$400,000,000 Dated Callable Step-Up Subordinated Notes due 2015	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 22 August 2003 in respect of the	€28,700,000	XS0197993875

THE HIGH COURT

	Dated subordinated liabilities	Issuer	Underlying trust deed constituting the dated subordinated liabilities	Amount Outstanding	ISIN Code
			Allied Irish Banks, p.l.c. €5,000,000,000 Euro Medium Term Note Programme		
11	£350,000,000 Subordinated Callable Fixed/Floating Rate Notes due 2030	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 3 September 2004 in respect of the Allied Irish Banks, p.l.c. €15,000,000,000 Euro Medium Term Note Programme	€168,000	XS0180778507

together (“**Category B Dated Subordinated Liabilities**”)

The Category A Dated Subordinated Liabilities and the Category B Dated Subordinated Liabilities are together referred to as the “**Dated Subordinated Liabilities**”,

	Perpetual subordinated liabilities	Issuer	Underlying trust deed or limited partnership agreement constituting the perpetual subordinated liabilities	Amount Outstanding	ISIN Code
1	€200,000,000 Perpetual Subordinated Callable Step-Up Notes	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 15 June 1999 in respect of the Allied Irish Banks, p.l.c. €2,500,000,000 Euro Medium Term Note Programme	€53,800,000	XS0100325983
2	€400,000,000 Perpetual Callable Step-Up Subordinated Notes	Allied Irish Banks, p.l.c.	Amended and Restated Trust Deed dated 25 August 2005 in respect of the Allied Irish Banks, p.l.c. €15,000,000,000 Euro Medium Term Note Programme	€68,100,000	XS0227409629
together (“Category W Perpetual Subordinated Liabilities”)					
3	€500,000,000 7.50 per cent. Step-Up Callable Perpetual Reserve Capital Instruments	Allied Irish Banks, p.l.c.	Trust Deed dated 5 February 2001 constituting €500,000,000 7.50 per cent. Step-Up Callable Perpetual Reserve Capital Instruments	€240,400,000	XS0120950158
(“Category X Perpetual Subordinated Liabilities”)					
4	€1,000,000,000 Fixed Rate/Floating Rate Guaranteed Non-voting Non-cumulative Perpetual	AIB UK 1 LP	Limited Partnership Agreement dated 14 December 2004 establishing AIB UK 1 LP	€191,000,000	XS0208105055

	Perpetual subordinated liabilities	Issuer	Underlying trust deed or limited partnership agreement constituting the perpetual subordinated liabilities	Amount Outstanding	ISIN Code
	Preferred Securities				
5	€500,000,000 Fixed Rate/Floating Rate Guaranteed Non-voting Non-cumulative Perpetual Preferred Securities	AIB UK 2 LP	Limited Partnership Agreement dated 12 June 2006 establishing AIB UK 2 LP	€95,000,000	XS0257734037
6	£350,000,000 Fixed Rate/Floating Rate Guaranteed Non-voting Non-cumulative Perpetual Preferred Securities	AIB UK 3 LP	Limited Partnership Agreement dated 8 June 2006 establishing AIB UK 3 LP	€42,500,000	XS0257571066
together (“ Category Y Perpetual Subordinated Liabilities ”)					
7	U.S.\$100,000,000 Subordinated Primary Capital Perpetual Floating Rate Notes	Allied Irish Banks, p.l.c.	Trust Deed dated 25 July 1985 constituting U.S.\$100,000,000 Subordinated Primary Capital Perpetual Floating Rate Notes	€73,000,000	IE0000189625
(“ Category Z Perpetual Subordinated Liabilities ”)					

The Category W Perpetual Subordinated Liabilities, the Category X Perpetual Subordinated Liabilities, the Category Y Perpetual Subordinated Liabilities and the Category Z Perpetual Subordinated Liabilities are together referred to as the “**Perpetual Subordinated Liabilities**” and together with the Dated Subordinated Liabilities, the “**Subordinated Liabilities**”.

- Pursuant to section 28(4)(a) of the Act, the terms of the Subordinated Liabilities shall be amended as follows:

2.1 The following amendments are to be made to the terms and conditions of each of the Category A Dated Subordinated Liabilities:

- (a) *The definition of Optional Interest Payment Date in Condition 3(k) of the terms and conditions of each of the Category A Dated Subordinated Liabilities as set out in the relevant trust deed constituting each of the Category A Dated Subordinated Liabilities shall be deleted and the following definition shall be included in Condition 3(k):*

“Optional Interest Payment Date” means (i) in respect of any Perpetual Notes, any Interest Payment Date other than a Compulsory Interest Payment Date, and (ii) in respect of any SLO Notes, any Interest Payment Date.

“Subordinated Liabilities Order” means the Subordinated Liabilities Order relating to the subordinated liabilities of Allied Irish Banks, p.l.c. dated 14 April 2011.

“SLO Notes” mean any Notes that are subject to the Subordinated Liabilities Order.

- (b) *Condition 3(m) of the terms and conditions of each of the Category A Dated Subordinated Liabilities as set out in the relevant trust deed constituting each of the Category A Dated Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“m) Optional Payment of Interest

This Condition 3(m) shall apply only to Notes that are designated as SLO Notes. On any Optional Interest Payment Date (as defined above) there may be paid (if the Issuer so elects and gives not less than 30 days notice of such election to the Noteholders in accordance with Condition 13 below) the interest accrued in the Interest Period ending on (but excluding) such Optional Interest Payment Date (an “Accrual Period”) but the Issuer, notwithstanding the giving of notice as set out above, and notwithstanding the provisions of any other Condition of the Notes, shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose under these Conditions or the Trust Deed.

No Noteholder shall have any claim in respect of any amount not paid by the Issuer by way of interest on an Optional Interest Payment Date. Any such amount will not cumulate for the benefit of Noteholders or entitle Noteholders to any claim whatsoever in respect thereof against the Issuer.”

2.2 The following amendments are to be made to the terms and conditions of each of the Category B Dated Subordinated Liabilities:

- (a) *The definition of Optional Interest Payment Date in Condition 3(k) of the terms and conditions of each of the Category B*

Dated Subordinated Liabilities as set out in the relevant trust deed constituting each of the Category B Dated Subordinated Liabilities shall be deleted and the following definition shall be included in Condition 3(k):

“Optional Interest Payment Date” means (i) in respect of any Perpetual Notes, any Interest Payment Date other than a Compulsory Interest Payment Date, and (ii) in respect of any SLO Notes, any Interest Payment Date.

“Subordinated Liabilities Order” means the Subordinated Liabilities Order relating to the subordinated liabilities of Allied Irish Banks, p.l.c. dated 14 April 2011.

“SLO Notes” mean any Notes that are subject to the Subordinated Liabilities Order.

- (b) *Condition 3(m) of the terms and conditions of each of the Category B Dated Subordinated Liabilities as set out in the relevant trust deed constituting each of the Category B Dated Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“m) Optional Payment of Interest

This Condition 3(m) shall apply only to Notes that are designated as SLO Notes. On any Optional Interest Payment Date (as defined above) there may be paid (if the Issuer so elects and gives not less than 30 days notice of such election to the Noteholders in accordance with Condition 12 below) the interest accrued in the Interest Period ending on (but excluding) such Optional Interest Payment Date (an “Accrual Period”) but the Issuer, notwithstanding the giving of notice as set out above, and notwithstanding the provisions of any other Condition of the Notes, shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose under these Conditions or the Trust Deed.

No Noteholder shall have any claim in respect of any amount not paid by the Issuer by way of interest on an Optional Interest Payment Date. Any such amount will not cumulate for the benefit of Noteholders or entitle Noteholders to any claim whatsoever in respect thereof against the Issuer.”

- 2.3 The following amendments are to be made to the terms and conditions of each of the Category A Dated Subordinated Liabilities and the Category B Dated Subordinated Liabilities:

- (a) *The Maturity Date in Paragraph 8 of the Final Terms relating to each of the Category A Dated Subordinated Liabilities and the Category B Dated Subordinated Liabilities shall be deleted in its entirety and replaced with applicable Maturity Date set out in the table below:*

THE HIGH COURT

	Subordinated Dated Liabilities	ISIN	Maturity Date
1	€419,070,000 10.75 per cent. Subordinated Notes due 2017	XS0498532117	29 March 2035
2	£1,096,645,000 11.50 per cent. Subordinated Notes due 2022	XS0498531069	29 March 2035
3	U.S.\$177,096,000 10.75 per cent. Subordinated Notes due 2017	XS0498530178	29 March 2035
4	£368,253,000 12.5 per cent. Subordinated Notes due 25 June 2019	XS0435957682	25 June 2035
5	€868,518,000 12.5 per cent. Subordinated Notes due 25 June 2019	XS0435953186	25 June 2035
6	£700,000,000 Callable Dated Subordinated Fixed to Floating Rate Notes due July 2023	XS0368068937	Interest Payment Date falling in or nearest to July 2035
7	€500,000,000 Callable Subordinated Step-Up Floating Rate Notes due 2017	XS0232498393	Interest Payment Date falling in October 2035
8	£500,000,000 Subordinated Callable Fixed/Floating Rate Notes due 2025	XS0214107053	Interest Payment Date falling in March 2035
9	€400,000,000 Subordinated Callable Step-Up Floating Rate Notes due 2015	XS0208845924	Interest Payment Date falling in March 2035
10	U.S.\$400,000,000 Dated Callable Step-Up Subordinated	XS0197993875	Interest Payment Date falling in July 2035 subject

	Subordinated Dated Liabilities	ISIN	Maturity Date
	Notes due 2015		to adjustment in accordance with the Modified Following Business Day Convention
11	£350,000,000 Subordinated Callable Fixed/Floating Rate Notes due 2030	XS0180778507	29 November 2035

2.4 The following amendments are to be made to the terms of the Category W Perpetual Subordinated Liabilities:

- (a) *The definitions of Compulsory Interest Payment Date and Optional Interest Payment Date in Condition 3(k) of the terms and conditions of each of the Category W Perpetual Subordinated Liabilities as set out in the relevant trust deed constituting each of the Category W Perpetual Subordinated Liabilities shall be deleted and the following definition shall be included in Condition 3(k):*

““Optional Interest Payment Date” means any Interest Payment Date”;

- (b) *Condition 3(a) of the terms and conditions of the Category W Perpetual Subordinated Liabilities as set out in the relevant trust deed relating to the Category W Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date in the case of Dated Subordinated Notes.”

- (c) *Condition 3(m) of the terms and conditions of the Category W Perpetual Subordinated Liabilities as set out the relevant trust deed relating to the Category W Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“m) Perpetual Subordinated Notes: Optional Payment of Interest and Arrears of Interest

This Condition 3(m) shall only apply if the Notes are specified to be Perpetual Subordinated Notes. On any Optional Interest Payment Date (as defined above) there may be paid (if the Issuer so elects and gives not less than 30 days’ notice of such election to the Noteholders in accordance with Condition 12 below) the interest accrued in the Interest Period ending on (but excluding) such Optional Interest Payment Date (an “Accrual Period”) but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. Any interest not paid on an Interest Payment Date shall, so long as the same remains unpaid, constitute “Arrears of Interest”. Arrears of Interest may, subject to the provisions of the following sentence, at the option of the Issuer be paid in whole or in part (being, if in part only, the whole of the interest accrued on all of the Notes during any one or more Accrual Periods) at any time upon the expiration of not less than seven days’ notice to such effect given to the Noteholders in accordance with Condition 12 but so that, in the case of any such partial payment, the interest accrued during any Accrual Period shall not be paid prior to that accrued during any earlier Accrual Period. If any other Pari Passu Subordinated Creditors exist, then the Issuer may not pay all or any part of the Arrears of Interest in respect of the Notes (or any equivalent optional payment under the terms of indebtedness to Pari Passu Subordinated Creditors) unless it pays all or (as near as practicable) an equivalent proportion of the Arrears of Interest and/or all other equivalent optional payments under the terms of indebtedness to Pari Passu Subordinated Creditors. All Arrears of Interest shall (subject to Condition 2) become due in full on whichever is the earliest of (i) the date set for any redemption pursuant to Condition 4 below or (ii) the commencement of a winding-up of the Issuer. If notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to Condition 2(c)) to do so upon the expiration of such notice. Arrears of Interest shall not themselves bear interest.”

2.5 The following amendments are to be made to the terms of the Category X Perpetual Subordinated Liabilities:

- (a) *Condition 4(a)(ii) of the terms and conditions of the Category X Perpetual Subordinated Liabilities as set out in the relevant trust deed relating to the Category X Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“(ii) If the Issuer has given such first-mentioned notice then no amount will be payable by way of interest on any such deferred Payment, save as provided in Condition 6(e). Any such deferred Payment shall be satisfied only in accordance with Condition 6.”

- (b) *Condition 4(b)(ii) of the terms and conditions of the Category X Perpetual Subordinated Liabilities as set out in schedule 1 to the trust deed relating to the Category X Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“(ii) If the Issuer has given such first-mentioned notice then each Payment which the Issuer defers pursuant to the giving of such notice shall bear interest at a rate equal to the aggregate of the rate determined in accordance with Condition 5(b) and 2 per cent. per annum from (and including) the date of deferral of such Payment pursuant to this Condition 4(b) to (but excluding) the relevant Coupon Satisfaction Date.”

- 2.6 The following amendments are to be made to the terms of the Category Y Perpetual Subordinated Liabilities:

- (a) *Paragraph 3.2 of the subordinated guarantee in respect of the Category Y Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“3.2 This clause has been left intentionally blank.”

- 2.7 The following amendments are to be made to the terms of the Category Z Perpetual Subordinated Liabilities:

- (a) *Condition 4(b) of the terms and conditions of the Category Z Perpetual Subordinated Liabilities as set out in the relevant trust deed relating to the Category Z Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

“(b) Interest Payment Dates, Interest Periods and Arrears of Interest

On any Optional Interest Payment Date (as defined below), there may be paid (if the Bank so elects and gives no less than 30 days’ notice of such election to the Noteholders in accordance with Condition 12 below) the interest accrued in the Interest Period ending on the day immediately preceding such date but the Bank shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Bank for any purpose. Any interest not paid on an Interest Payment Date (as defined below) shall, so long as the same remains unpaid, constitute “Arrears of Interest”. Arrears of Interest may at the option of the Bank be paid in

whole or in part at any time upon the expiration of no less than seven days' notice to such effect given to the Noteholders in accordance with Condition 12 below, but all Arrears of Interest on all Notes outstanding shall (subject to Condition 2 above) become due in full on whichever is the earliest of (i) the date set for redemption pursuant to subparagraphs (b) or (c) of Condition 6 below or (ii) the commencement of a winding-up of the Bank. If notice is given by the Bank of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to Condition 2 above) to do so upon the expiration of such notice. Arrears of Interest shall not themselves bear interest.

For the purposes hereof:

"Interest Payment Date" means (save as mentioned below) the date falling three months after 25th July, 1985 and thereafter each date which falls three months after the immediately preceding Interest Payment Date. If any Interest Payment Date would otherwise fall on a day which is not a business day (as defined below) it shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month in which event:

(i) the Interest Payment Date shall be brought forward to the immediately preceding business day; and

(ii) after the fore-going sub-paragraph (i) shall have been applied, each Interest Payment Date thereafter shall be the last business day of the third month after the month in which the preceding Interest Payment Date shall have fallen;

"Optional Interest Payment Date" means any Interest Payment Date;

"Interest Period" means the period beginning on (and including) 25th July, 1985 and ending on (but excluding) the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

"business day" as used in this Condition 4 means a day on which commercial banks and foreign exchange markets are open for business in both London and New York City."

- (b) *Condition 9 of the terms and conditions of the Category Z Perpetual Subordinated Liabilities as set out the relevant trust deed relating to the Category Z Perpetual Subordinated Liabilities shall be deleted in its entirety and replaced with the following:*

"9. Events of Default

If the Bank shall not make any payment in respect of the Notes (in the case of any payment of principal) for a period of seven days or more after the due date for the same or (in the case of any payment of interest) for a period of fourteen days or more after any date upon which the payment of interest is compulsory, the Trustee may institute proceedings in the Republic of Ireland (but not elsewhere) for the winding-up of the Bank. For the purposes of this Condition 9 a payment shall be deemed to be due or compulsory even if the condition set out Condition 2 above is not satisfied.”

3. Declaring pursuant to the Act that this Subordinated Liabilities Order and each part of it is a reorganisation measure for the purposes of Directive 2001/24/EC of the European Parliament and of the Council of 4 April 2001 on the reorganisation and winding up of credit institutions (the “**CIWUD Directive**”) and the European Communities (Reorganisation and Winding-Up of Credit Institutions) Regulations 2011 (S.I. No. 48 of 2011) (the “**2011 Regulations**”) and accordingly it is intended that this Subordinated Liabilities Order should have full effect in all applicable jurisdictions (including without limitation the United Kingdom) in accordance with the CIWUD Directive, the 2011 Regulations and the Act including in particular but not limited to section 61 of the Act

- B An Order pursuant to Section 60 of the Act directing that there be no disclosure in open Court publication or reporting of the highlighted paragraphs or parts of paragraphs of the Affidavit of Ann Nolan sworn 13 April 2011 (being paragraphs 13, 97, 98, 99, 100, 109, 111, 117, 118, 119, 120, 127, 129, 155 and 177) or of the highlighted paragraphs or parts of paragraphs of Exhibit "**AN15**" to the said Affidavit of Ann Nolan sworn 13 April 2011

- C. An Order pursuant to Regulation 9 of the European Communities (Reorganisation and Winding-Up of Credit Institutions) Regulations 2011 directing that the Courts Service arrange for publication of an extract of this Order

MARY KELLY
REGISTRAR
14th April 2011

David J. O'Hagan
Chief State Solicitor
Solicitor for the Applicant
Osmond House
Little Ship St.
Dublin 8