

EXECUTION VERSION

ACCOUNT BANK AGREEMENT

20 AUGUST 2015

WODS TRANSMISSION HOLDCO LTD
as Holdco

WODS TRANSMISSION PLC
as OFTO

HSBC BANK PLC
as Account Bank

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Trustee

ALLEN & OVERY

Allen & Overy LLP

0080700-0000032 ICM:21587452.14

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THIS AGREEMENT is made on 20 August 2015

BETWEEN:

- (1) **WODS TRANSMISSION HOLDCO LTD**, a company incorporated in England and Wales (registered number 9308464) and having its registered office at The American Barns Banbury Road, Lighthorne, Warwickshire, CV35 0AE (**Holdco**);
- (2) **WODS TRANSMISSION PLC**, a public limited company incorporated in England and Wales with (registered number 9309507) and having its registered office at The American Barns Banbury Road, Lighthorne, Warwickshire, CV35 0AE (the **OFTO**);
- (3) **HSBC BANK PLC**, as Account Bank (the Account Bank); and
- (4) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, as Security Trustee for the Secured Creditors (the **Security Trustee**).

WHEREAS:

- (A) The Account Bank has agreed to be the bank at which the Accounts are maintained, and to provide certain services to each Obligor and, following the delivery of an Enforcement Notice, the Security Trustee in relation to moneys standing to the credit of the Accounts and payments thereto.
- (B) The parties to this Agreement have agreed that the Accounts shall be operated on the terms and subject to the conditions contained in this Agreement, the Common Terms Agreement and the STID.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Agreement or the context otherwise requires, words used in this Agreement have the meanings and construction ascribed to them in the master definitions agreement dated the Signing Date between, among others, the Obligors and the Security Trustee (the **Master Definitions Agreement**).

For the purposes of this Agreement **Excluded Taxes** means, in relation to any person, any:

- (a) Tax imposed on or calculated by reference to the net income, profits or gains of that person, in each case excluding any deemed income, profits or gains of that person other than to the extent such deemed income, profits or gains are matched by any actual income, profits or gains of an affiliate of that person;
 - (b) Tax that arises from the fraud, gross negligence or wilful default of the relevant person;
- in each case including any related costs, fines, penalties or interest (if any).

1.2 Construction and Interpretation

- (a) Unless otherwise provided in this Agreement or the context otherwise requires, expressions used in this Agreement are to be construed in accordance with part 2 (Construction) of schedule 1 (Common Definitions) to the Master Definitions Agreement (*mutatis mutandis*).

1.3 Accounts

A reference to a bank account includes each account, any replacement account and any additional account opened in the name of the Issuer or HoldCo with the Account Bank pursuant to the terms of this Agreement.

2. INCORPORATION OF COMMON TERMS AGREEMENT AND STID

- 2.1 This Agreement and the rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Common Terms Agreement and the STID and each of the parties to this Agreement agrees to be bound by the terms of those agreements as if they had been set out in full *mutatis mutandis* in this Agreement.
- 2.2 If there is any conflict between the provisions of the Common Terms Agreement, the STID or the Security created pursuant to the Security Agreement and the provisions of this Agreement, the provisions of the Common Terms Agreement, the STID or the Security Agreement, as applicable, will prevail.
- 2.3 Where, under this Agreement, the Security Trustee is entitled or required to exercise any of its powers, trusts, authorities, duties and discretions pursuant to this Agreement, such exercise will be subject to the provisions of the STID. In the event of any inconsistency between this Agreement and the STID in respect of the Security Trustee's powers, trusts, authorities, duties and discretions, the terms of the STID shall prevail.

3. APPOINTMENT OF ACCOUNT BANK

- 3.1 Each Obligor appoints the Account Bank to act as Account Bank and to exercise such rights, powers, authorities and discretions as are specifically provided to the Account Bank under the terms of this Agreement and to act as its banker, to provide the services provided for in, and in accordance with the terms of, this Agreement. The Account Bank accepts such appointment and agrees to be bound by the obligations, relating to the Account Bank, which are contained in this Agreement. The Account Bank shall be entitled to deal with money paid to it by an Obligor for the purposes of this Agreement in the same manner as other money paid to a banker by its customers except:
- (a) that it shall not exercise any right of set-off, lien, combination consolidation, counter claim or other right in respect of the Accounts, the sum therein or the debts represented thereby without the prior written consent of the Security Trustee; and
- (b) that it shall not be liable to account to any Obligor for any interest or other amounts in respect of the money.
- 3.2 The Account Bank hereby acknowledges that following delivery of an Enforcement Notice, it shall act for and on behalf of the Security Trustee in relation to the Accounts only.
- 3.3 The appointment of the Account Bank pursuant to this Agreement is conditional upon the issue of the Initial Notes by the OFTO on the Initial Closing Date. The appointment shall automatically become effective upon the issue of the Initial Notes by the OFTO on the Initial Closing Date without any need for further action on the part of any person. The Account Bank is authorised by the PRA

and regulated by the FCA and PRA. Nothing in this Agreement shall require the Account Bank to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to an Obligor.

3.4 Duration of Appointment

The appointment of the Account Bank under this Agreement will continue until termination under Clause 10 (Termination and Resignation of Account Bank).

3.5 Account Mandate

- (a) Each Obligor confirms that it has given the relevant Account Mandate(s) to the Account Bank in respect of each of the Proceeds Account, Debt Service Reserve Account, Maintenance Reserve Account, Working Capital Reserve Account and Debt Service and PBCE Account (in the case of the OFTO) and the HoldCo Account (in the case of HoldCo) (together, the **Initial Accounts**).
- (b) The Account Bank hereby confirms:
 - (i) that it has received each Account Mandate in respect of each of the Initial Accounts; and
 - (ii) that each Account Mandate in respect of the Initial Accounts is operative and supersedes any previous mandates or arrangements relating to the relevant Account but will be subject to the terms of this Agreement.
- (c) No Account Mandate may be amended without the prior written consent of the Security Trustee, the Account Bank and the relevant Obligor.

3.6 Additional Accounts

As required, the OFTO shall open the DECC Decommissioning Reserve Account and the Defeasance Account with the Account in accordance with the CTA. On or prior to opening each such account, the OFTO shall provide the Account Bank with an Account Mandate in respect of such DECC Decommissioning Reserve Account or Defeasance Account (as the case may be) substantially in the form set out in Schedule 2 hereto.

4. BANK ACCOUNTS

- 4.1 The details of the Accounts to be opened by the Issue Date are as set out in Schedule 1 (Accounts).
- 4.2 In accordance with the terms of the STID and the other Finance Documents, the Obligors may be required to open additional Accounts from time to time with the Account Bank, including (but not limited) to those set out in Clause 3.6 above.
- 4.3 The OFTO confirms that it shall promptly provide the Account Bank with additional Account Mandates (and relevant board minutes' extracts of their approval) in respect of any Obligor containing instructions and signing authorities in relation to each additional Account opened with the Account Bank subsequent to the date hereof.
- 4.4 Any debit from or credit to an Account shall be made by the Account Bank in accordance with its usual practice, this Agreement, and the relevant Account Mandate and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or payment is reversed, the Account Bank may debit the

Account with an amount representing (a) funds which are not actually received for value at such later date or (b) the reversed payment.

5. DUTIES AND RESPONSIBILITIES OF ACCOUNT BANK AND OBLIGORS

- 5.1 Each Obligor has opened and shall maintain with the Account Bank the Accounts set out under their name in Schedule 1 (Accounts) of this Agreement.
- 5.2 Each Obligor confirms that it has provided the Account Bank with the relevant Account Mandate containing instructions and signing authorities in relation to each Account which it holds in accordance with Schedule 2 (Form of Account Mandate) and, for each Account Mandate, the relevant extract from the minutes of the board meeting of the relevant Obligor approving such Account Mandate.
- 5.3 The Account Bank confirms that each Account detailed in Schedule 1 (Accounts) has been duly opened and that it has received an Account Mandate in relation to each Account and will act in accordance with each such Account Mandate.
- 5.4 All payments by the Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law. Notwithstanding the foregoing, for the avoidance of doubt, the Account Bank shall be entitled to deduct any FATCA Withholding Tax, and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax. The Obligors will provide the Account Bank with sufficient information about the source and character for US federal tax purposes of any payment to be made by any Obligor pursuant to this Agreement so as to enable the Account Bank to determine whether and in what amount the Account Bank is required to withhold any FATCA Withholding Tax.
- 5.5 If an Obligor is, in respect of any payment in respect of the Bonds, required to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges, the Obligor shall give written notice of that fact to the Account Bank as soon as it becomes aware of the requirement to make the withholding or deduction.

6. OPERATION OF THE ACCOUNTS

6.1 Operation

- (a) No Obligor shall withdraw or transfer amounts from any Account or give instructions in relation to the Accounts, otherwise than in accordance with the terms of schedule 5 (Cash Management) to the Common Terms Agreement and this Agreement.
- (b) In making any transfer or payment from any Account, the Account Bank may use (and its performance will be subject to the rules of) any communications, clearing or payment system or other system.
- (c) The parties to this Agreement unconditionally agree to the use of any form of telephonic or electronic monitoring or recording by the Account Bank as the Account Bank deems appropriate for security and service purposes and such recording may be produced as evidence in any proceedings brought in connection with this Agreement.
- (d) Each Obligor shall provide the Account Bank with a list of its Authorised Signatories on or prior to the execution of this Agreement. Each Obligor undertakes to give the Account Bank five Business Days' notice in writing in accordance with Clause 17 (Notices) of the Common Terms Agreement of

any amendment to its Authorised Signatories. Any amendment of the Authorised Signatories shall take effect upon the expiry of five Business Days' notice (or such shorter period as agreed by the Account Bank in its absolute discretion).

- (e) The Account Bank shall not be obliged to make any payment or otherwise to act on any instruction notified to it under this Agreement if it is unable to verify any signature pursuant to any such instruction against the specimen signature provided for the relevant Authorised Signatory.

6.2 Instructions

- (a) The Account Bank agrees that if it is instructed by the Obligors, before 11.00 a.m. (London time) on any Business Day to make any payment, it will do so before the close of business on the Business Day on which the relevant instruction is received and for value that day to the recipient bank.
- (b) If the Account Bank is instructed by the Obligors to make any payment:
 - (i) after 12.00 p.m. (London time) on any Business Day; or
 - (ii) at any time on a non-Business Day,then the Account Bank shall make the payment by no later than at the commencement of business on the following Business Day for value that day to the recipient bank.
- (c) The Obligors shall, no later than 10.00 a.m. (London time) on each Interest Payment Date or any other Business Day, as the case may be, upon which any payment is due to be made submit to the Account Bank irrevocable instructions in compliance with the Account Mandate as to the payments to be made out of the relevant Account on such date.
- (d) The Account Bank is not liable where, upon receipt of an instruction from the Obligors, it has acted in accordance with the provisions in this Clause 6 for effecting a transfer from the relevant Account but, owing to a technical or administrative problem beyond the control of the Account Bank, payment cannot be made for value on the required day.
- (e) The Account Bank shall not be obliged to make any payment if the making of such payment would cause an Account to have a negative balance. No liability shall attach to the Account Bank if there are insufficient funds to make a payment in whole or in part.
- (f) The Account Bank is under no duty to enquire whether funds withdrawn from any Account are actually applied for the purpose for which they were withdrawn or that any payment instruction or direction by the relevant party is accurate, correct or in accordance with this Agreement or any other Transaction Document.
- (g) Each of the Obligors represents that there are no assignments of, charges over or trusts in respect of the Accounts other than under or pursuant to the Security Agreement.

6.3 Balances of the Accounts

- (a) If, on any Business Day, an Obligor notifies the Account Bank that it is unable to ascertain the balance of any Account, the Account Bank shall use reasonable endeavours to notify that Obligor of the balance of that Account on that Business Day upon receipt (including by way of email) of a copy of the signed written request from that Obligor, as at the close of business on the immediately preceding Business Day.

- (b) The Account Bank shall assist any Obligor in resolving any discrepancy which that Obligor identifies with its records as to the balance of any Account, provided that nothing in this Clause 6.3(b) shall impose any obligation on the Account Bank other than to provide assistance to such Obligor in this regard and the Account Bank shall have no responsibility in respect of the resolution of any such discrepancy.
- (c) No party shall be permitted to make any withdrawal or transfer from any Account held with the Account Bank to the extent that such withdrawal or transfer causes or will cause such Account to become overdrawn. The Account Bank is not obliged to comply with any instruction which conflicts with another instruction and/or with the Account Bank's obligations under this Agreement, is ambiguous or would cause any Account to become overdrawn and shall incur no liability resulting from compliance or non-compliance with any such instruction.
- (d) Where any withdrawal requested under this Agreement cannot, by virtue of Clause 6.3(c) (Balances of the Accounts) above, be made in its entirety, the Account Bank shall promptly notify each of the Obligors and the Security Trustee of that fact and provide details of the payment not made, the date on which it should have been made and the amount of the unpaid amount.
- (e) The Account Bank shall confirm to the Obligors and the PBCE Provider on the date falling 13 Business Days before each Scheduled Payment Date the aggregate balance of each of (a) the Proceeds Account; (b) the Debt Service Reserve Account; (c) the Debt Service and PBCE Account; and (d) the Working Capital Reserve Account as at that date together with statements of account evidencing the same.

6.4 Principal Paying Agent Notification

The Account Bank shall provide to the Principal Paying Agent a payment confirmation by facsimile or other means for the time being in common usage no later than 10.00 a.m. (London Time) on the second Business Day immediately preceding the date on which any payment is to be made to the Principal Paying Agent under clause 4.1 (Payment to the Principal Paying Agent) of the Agency Agreement.

6.5 Security Trustee

After the Security has become enforceable in accordance with the provisions of the STID and the Security Agreement, the Security Trustee (or a Receiver) may withdraw amounts standing to the credit of any Account to meet amounts due and payable by an Obligor whether under the Finance Documents, the Project Documents or otherwise in accordance with the Security Agreement and the Account Bank shall comply with any direction or instruction given to it by the Security Trustee in accordance with Clause 6.2(Instructions).

7. NOTICE AND ACKNOWLEDGEMENT OF SECURITY

7.1 Notice of Assignment

Each Obligor hereby gives notice to the Account Bank and the Account Bank hereby acknowledges that, pursuant to the Security Agreement, each Obligor has granted:

- (a) a first-fixed charge of all moneys (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby; and
- (b) a first floating charge over certain of each Obligor's undertakings and property, assets and rights whatsoever and wheresoever held (both present and future).

in each case, in respect of each Obligor, to the Security Trustee as trustee for the benefit of itself and each Secured Creditor.

7.2 Compliance with directions in respect of the Accounts

- (a) Each Obligor irrevocably authorises and instructs the Account Bank and the Account Bank agrees:
 - (i) to disclose to the Security Trustee without any requirement on the part of the Account Bank to: (x) request any further authority from any Obligor; (y) carry out any enquiry as to the justification of such disclosure; or (z) verify whether the provision of such information is permitted under the Finance Documents, such information relating to the Accounts and the sums therein as the Security Trustee may request. ; and
 - (ii) to pay all moneys received by the Account Bank for the account of the Obligors to (and only to) the credit of any relevant Account as may be notified to the Account Bank by the Obligors.
- (b) The Account Bank agrees, upon receipt of written notice from the Security Trustee that it has delivered to the OFTO on behalf of each Obligor an Enforcement Notice (together with a copy of that Enforcement Notice):
 - (i) that it shall not permit any amount to be withdrawn from any of the Accounts without the prior written consent of the Security Trustee and shall hold all sums from time to time standing to the credit of the Accounts to the order of the Security Trustee or any Receiver;
 - (ii) to pay or release all or any part of the sums from time to time standing to the credit of the Accounts only in accordance with the written instructions of the Security Trustee at any time or times or any Receiver;
 - (iii) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Accounts which it receives at any time from the Security Trustee or any Receiver without any reference to or further authority from any Obligor and without any enquiry by it as to the justification for or validity of such notice or instruction until notified by the Security Trustee or such Receiver to the contrary;
 - (iv) that it shall send all statements and notices given by the Account Bank relating to the Accounts to the Security Trustee; and
 - (v) to deliver up all sums and copies of documents and records held by the Account Bank in respect of the relevant Account(s) to the Security Trustee or any Receiver or as the Security Trustee or any Receiver shall direct in such notice, provided however that such notice shall be deemed not to apply to any document or record, a copy of which the Account Bank is obliged not to release by any law or regulation;

provided that the liability of the Security Trustee pursuant to any of the provisions of this Agreement for the indemnification, remuneration and payment of out-of-pocket expenses of the Account Bank shall be limited to amounts for the time being held by the Security Trustee on the trusts contained in the Security Documents and available for such purpose in accordance with the relevant Priority of Payments.

- (c) The Account Bank confirms that it has not received notice of any interest of any third party in or any previous assignments of, charges over or trusts in respect of, the Accounts.

8. REMUNERATION AND INDEMNITY

- 8.1 The Obligors shall, subject to the provisions of the STID and CTA, pay to the Account Bank for its services under this Agreement such fees, costs and expenses in respect of its services as shall be agreed in writing between the Obligors and the Account Bank from time to time in accordance with the relevant Priority of Payments. The fees, commissions and expenses payable to the Account Bank for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Account Bank (or to its knowledge by any of its associates) in connection with any transaction effected by the Account Bank with or for the Obligors.
- 8.2 The Obligors shall indemnify the Account Bank (on an after-tax basis) against all losses, liabilities, costs, claims, actions, damages, expenses or demands (together, **Losses**) (including, but not limited to, all reasonable costs, legal fees, charges and expenses (together, **Expenses**) paid or incurred in disputing or defending any Losses but excluding Excluded Taxes) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement except to the extent that any Losses or Expenses result from its own wilful default, gross negligence or fraud or that of its officers, directors or employees or the material breach by it of the terms of this Agreement. The Obligors agree to pay any and all stamp, registration and other documentary taxes, duties, assessments or government charges including any interest and penalties thereon or in connection therewith (except to the extent arising solely as a result of the Account Bank's delay or default) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Account Bank.
- 8.3 The Account Bank will only be liable to the Obligors and/or the Security Trustee for losses, liabilities, costs, expenses and demands arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Obligors and/or the Security Trustee to the extent that the Account Bank has been grossly negligent, fraudulent or is in wilful default in respect of its obligations under this Agreement. The Account Bank shall not otherwise be responsible for any Losses which may result from anything done or omitted to be done by it in connection with this Agreement.
- 8.4 Liabilities arising under Clause 8.3 above shall be limited to the amount of the Obligors' and/or the Security Trustee's actual loss. Such actual loss shall be determined (i) as at the date of default of the Account Bank or, if later, the date on which the loss arises as a result of such default; and (ii) without reference to any special conditions or circumstances known to the Account Bank at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Account Bank be liable for any loss of profits, goodwill, reputation, business, opportunity or anticipated saving, or for special, punitive or consequential damages, whether or not the Account Bank has been advised of the possibility of such loss or damages.
- 8.5 The liability of the Account Bank under Clause 8.3 above will not extend to any Losses arising through any acts, events or circumstances not reasonably within its control, or resulting from the general risks of investment in or the holding of assets in any jurisdiction, including, but not limited to, Losses arising from: nationalisation, expropriation or other governmental actions; any law, order or regulation of a governmental, supranational or regulatory body; regulation of the banking or securities industry including changes in market rules or practice, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; and strikes or industrial action.
- 8.6 The indemnity set out in Clause 8 above shall survive any termination of this Agreement.

9. MISCELLANEOUS

9.1 No Duty to Enquire

- (a) Any Obligor (or, following delivery of an Enforcement Notice, the Security Trustee or any Receiver) and the Account Bank may, from time to time, agree, in writing, rules governing the operation of the relevant Accounts in order to resolve administration problems and facilitate the operation of this Agreement.

9.2 Interest on Balances and Cash Equivalent Investments

- (a) Each sum credited to an Account from time to time shall, from the time it is so credited until the time it is withdrawn from that Account (whether for the purpose of making a Cash Equivalent Investment or otherwise applied in accordance with the terms of this Agreement) bear interest or accrue charges on a daily basis at such rate as the relevant Obligor may from time to time agree with the Account Bank, or otherwise determined in accordance with Clause 9.2(c) below.
- (b) If the Account Bank agrees to carry on an activity of the kind specified by article 14 (dealing in investments as principal), 21 (dealing in investments as agent, or 40 (safeguarding and administering investments) of the Financial Services and Marketing Act 2000 (Regulated Activities) Order 2001, it will do so in accordance with its standard terms and conditions applying to the custody of investments as are in force for the time being (receipt of which is acknowledged by the OFTO and the Security Trustee), which shall have effect subject to any contrary provisions in this Agreement.
- (c) The Account Bank may from time to time vary the rate of interest specified in Clause 9.2(a) above and shall give the Obligors 30 calendar days prior written notice of any such modification.
- (d) To the extent due, interest shall be added to the balance on such Account in accordance with the Account Bank's usual procedures for crediting interest to such amount.

10. TERMINATION AND RESIGNATION OF ACCOUNT BANK

10.1 Resignation

The Account Bank may resign its appointment upon not less than 45 days notice to the OFTO (for itself and on behalf of each Obligor) (with a copy to the Security Trustee), provided that:

- (a) in respect of the Accounts, if such resignation would otherwise take effect less than 30 days before or on any Interest Payment Date, it shall not take effect until the 30th day following such date; and
- (b) such resignation shall not take effect until a substitute Account Bank has been duly appointed consistent, and/or in accordance, with Clause 10.4 (Substitute Account Bank) or Clause 10.5 (Account Bank may appoint substitutes).

10.2 Termination

The OFTO (for itself and on behalf of each Obligor) may revoke its appointment of the Account Bank by not less than 60 days' notice to the Account Bank (with a copy to the Security Trustee). Such revocation shall not take effect until a substitute has been duly appointed in accordance with Clause 10.4 (Substitute Account Bank) or Clause 10.5 (Account Bank may appoint substitutes).

10.3 Automatic Termination

- (a) The OFTO shall be entitled to terminate the appointment of the Account Bank:
- (i) if the OFTO fully and finally discharges all Secured Liabilities;
 - (ii) promptly if an Insolvency Event occurs in relation to the Account Bank;
 - (iii) promptly if the Account Bank no longer meets the criteria for an Acceptable Bank, unless there is no other clearing bank which meets the criteria for an Acceptable Bank, in which case, the OFTO may not terminate the appointment of the Account Bank until such time as there is a bank which meets the criteria for an Acceptable Bank or (except in respect of the Original Account Bank) until some other arrangement is made provided that such arrangement will not adversely affect the then current ratings of the Bonds outstanding (as confirmed by any applicable Rating Agency by way of a Ratings Confirmation);
 - (iv) if the Account Bank defaults in the performance of any of its material obligations hereunder and such default is not cured or waived within five Business Days of such default occurring;
 - (v) if the Account Bank fails to act in accordance with any Account Mandate or defaults in the performance of its obligations pursuant to Clause 5 (Duties and Responsibilities of Account Bank and Obligors) and such failure or default is not cured or waived within five Business Days of such default occurring;
 - (vi) if the Account Bank defaults in the performance of any of its obligations hereunder (excluding a default or failure pursuant to Clause 10.3(a)(iii) or Clause 10.3(a)(iv) above) and such default is materially prejudicial to the interests of the Secured Creditors and is not cured or waived within ten Business Days of such default occurring; or
 - (vii) if the OFTO determines, in its sole discretion, that it will be required to withhold or deduct any FATCA Withholding Tax in connection with any payments due on the Bonds and such FATCA Withholding Tax would not have arisen but for the Account Bank not being or having ceased to be a person to whom payments are free from FATCA Withholding Tax.
- (b) If any of the events listed in Clause 10.3(a) above occur, the Account Bank shall promptly, upon becoming aware of such, notify the OFTO (for itself and on behalf of each Obligor) and the Security Trustee.
- (c) If the appointment of the Account Bank is terminated in accordance with the above provision, the OFTO (for itself and on behalf of each Obligor) shall promptly appoint a substitute Account Bank in accordance with Clause 10.4 (Substitute Account Bank). Such termination shall not take effect until a substitute has been duly appointed in accordance with Clause 10.4 (Substitute Account Bank) or Clause 10.5 (Account Bank may appoint substitutes).

10.4 Substitute Account Bank

The OFTO (for itself and on behalf of each Obligor) may appoint a substitute Account Bank and shall promptly give notice of any such appointment to the Security Trustee, the Account Bank and the Hedge Counterparties provided that the substitute Account Bank is a reputable and experienced financial institution acting through a branch established in the United Kingdom that meets the criteria for an Acceptable Bank provided further that the substitute Account Bank enters into an agreement in the form of (and on the same terms as) this Agreement and that security in a form and substance acceptable to the Security Trustee is granted over the replacement bank accounts.

10.5 Account Bank may appoint substitutes

If the Account Bank gives notice of its resignation in accordance with Clause 10.1 (Resignation) and by the tenth day before the expiry of such notice a substitute Account Bank has not been duly appointed in accordance with Clause 10.4 (Substitute Account Bank), the Account Bank may itself, following such consultation with the OFTO (for itself and on behalf of each Obligor) as is practicable in the circumstances (but in any event, failing to consult or failing to reach an agreement shall not prohibit the Account Bank from appointing a substitute Account Bank on or after the tenth day before the expiry of such notice), appoint as its substitute Account Bank any reputable and experienced financial institution acting through a branch established in the United Kingdom that meets the criteria for an Acceptable Bank, provided such substitute Account Bank enters into an agreement in the form of (and on the same terms as) this Agreement and that security in a form and substance acceptable to the Security Trustee is granted over the replacement bank accounts. The Account Bank shall give notice of such appointment to the Security Trustee, each Obligor and the Hedge Counterparties, whereupon the Security Trustee, each Obligor and such substitute Account Bank shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of (and on the same terms as) this Agreement.

10.6 Fees on termination

On termination of the appointment of the Account Bank hereunder, the Account Bank shall be entitled to receive all fees and other moneys accrued up to the date of termination but shall not be entitled to any other or further compensation. Such moneys so due to the Account Bank shall be paid by the OFTO on the date of termination subject always to the provisions of the STID.

10.7 Merger

(a) Substitute through merger

Subject to the provisions of Clause 10.3 (Automatic Termination) (provided that, for the purposes of this Clause 10.7(a) only, the solvent liquidation or reorganisation of the Account Bank for the purpose of a merger in accordance with this Clause 10.7(a) shall not constitute an Insolvency Event), any legal entity into which the Account Bank is merged or converted or any legal entity resulting from any merger or conversion to which the Account Bank is a party shall, to the extent permitted by applicable law, be the substitute Account Bank without any further formality.

(b) Rights and obligations upon merger

In the event of such a merger or conversion the Security Trustee, each Obligor and such substitute Account Bank shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of and on the same terms as this Agreement.

(c) Notice of merger

Notice of any such merger or conversion shall promptly be given by such substitute to the Security Trustee and each Obligor.

11. CHANGE OF ACCOUNT BANK

11.1 Termination

- (a) If this Agreement is terminated, the Account Bank shall, at the cost of the Obligors, take reasonable steps to assist the other parties to this Agreement in effecting an orderly termination of the banking

arrangements provided for in this Agreement, including arranging the transfer of any cash in the Accounts to new accounts and the creation of new security in favour of the Security Trustee for itself and on behalf of the Secured Creditors pursuant to the Security Documents and the creation of new security in favour of the Security Trustee.

- (b) Each of the Obligors hereby irrevocably gives all authorisations and instructions necessary for any such transfer of cash in the respective Accounts, as applicable, to such new accounts.

11.2 Transfer of Accounts

Upon any transfer of any of the Accounts, the provisions of this Agreement, the Common Terms Agreement and the Security Documents relating to the Accounts so transferred shall continue to apply to the new accounts.

12. SECURITY TRUSTEE AS A PARTY

12.1 Security Trustee as a Party

The Security Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under the STID and the Security Agreement but shall not have any responsibility for any of the obligations of any other parties hereunder and the other parties hereto acknowledge that the Security Trustee has no such responsibilities.

12.2 Change of Security Trustee

In the event that there is any change in the identity of the Security Trustee or an additional security trustee is appointed in accordance with the Deed of Charge, the Account Bank (being duly indemnified by the Obligors for any costs incurred) shall execute such documents with any other parties to this Agreement and take such actions as such new security trustee may require for the purposes of vesting in such new security trustee the rights of the Security Trustee under this Agreement and under the Security Agreement and, where applicable, releasing the Security Trustee from further obligations thereunder.

13. LIABILITY OF THE ACCOUNT BANK

- 13.1 The Account Bank shall be obliged to perform such duties and only such duties as are set out in this Agreement, the Common Terms Agreement and the Conditions and no implied duties or obligations shall be read into this Agreement or any Finance Document against the Account Bank other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances.
- 13.2 Each Obligor undertakes to provide to the Account Bank all documentation and information reasonably required by the Account Bank in order to comply with its duties hereunder.
- 13.3 Each of the parties to this Agreement agrees that it will not assert or seek to assert against any director, officer or employee of any other party to this Agreement any claim it might have against that party in respect of this Agreement.
- 13.4 The Account Bank shall not be under any duty to give the amounts held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers.
- 13.5 Nothing in this Agreement shall require the Account Bank to assume an obligation of any Obligor arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Financial Conduct Authority).

- 13.6 Any of the Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Secured Debt with the same rights that it or he would have had if the Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with any Obligor, and may act on, or as depositary, trustee or agent for, any committee or body of holders of Secured Debt or other obligations of any Obligor, as freely as if the Account Bank were not appointed under this Agreement without regard to the interests of the Obligors and shall be entitled to retain and shall not in any way be liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.
- 13.7 The Account Bank shall have no duty or responsibility in the case of any default by an Obligor in the performance of its obligations under the Finance Documents.
- 13.8 The Account Bank shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.
- 13.9 The Account Bank shall be entitled to take any action or to refuse to take any action, and shall have no liability for any liability or loss resulting from taking or refusing to take action, which the Account Bank regards as necessary for the Account Bank to comply with any applicable law, FATCA or regulation, or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.
- 13.10 In acting under this Agreement, the Account Bank shall act solely as a banker of each Obligor and/or the Security Trustee and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the owners or holders of the Secured Debt or any other third party.
- 13.11 The Account Bank may make a payment out of an Account in accordance with a final, non appealable, decision of a court of competent jurisdiction.
- 13.12 The Account Bank may not assign, transfer or charge all or any of its rights or benefits hereunder without the written consent of the OFTO and the Security Trustee.

14. ACCOUNT BANK DISCRETIONS, NON RECOURSE AND EXCLUSION OF LIABILITIES

14.1 Discretions

The Account Bank may:

- (a) assume, unless it has, in its capacity as Account Bank, received written notice to the contrary from any other party hereto or from the Security Trustee, that no Event of Default has occurred and is continuing;
- (b) engage and (at the expense of the Obligors) pay all properly incurred costs for lawyers selected by it, or consult with lawyers to any other party to this Agreement, and it shall be protected and shall incur no liability for action taken or suffered to be taken or omitted to be taken in good faith and in accordance with the opinion or advice of such lawyers. The Account Bank may also engage and (at the expense of the Obligors, provided that such expenses are reasonable and are agreed to in writing in advance by the OFTO) pay all properly incurred costs for the advice or services of any banker, banking company, lawyer, accountant or any other professional advisers or experts whose advice or services may to it seem necessary, expedient or desirable and rely and act upon any advice so obtained for the performance of their respective duties and services hereunder and shall not be responsible for any loss occasioned by so acting. Failure to consult any such lawyer, banker, accountant

or other expert shall not be construed as evidence of bad faith on the part of the Account Bank;

- (c) rely as to any matters of fact which might reasonably be expected to be within the knowledge of an Obligor upon a certificate signed by or on behalf of that Obligor;
- (d) in the absence of actual knowledge of fraud or deception, rely upon any communication or document believed by it to be genuine;
- (e) notwithstanding any other provision to the contrary, the Account Bank is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality;
- (f) assume that all conditions for the making of any payment out of the amount standing to the credit of the Accounts held with it which are specified in any instruction from Obligors or the Security Trustee have been satisfied, unless it has actual notice to the contrary; and
- (g) except where it has actual notice of any fraud, bad faith or wilful default by an Obligor, rely on any communication, document, instruction or certificate of any kind *prima facie* properly executed and shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any telephone, facsimile, e-mail communication, instruction, certificate or document which it reasonably believes to be genuine and is from a person purporting to be (and whom the Account Bank believes in good faith to be) an authorised person of the Obligors or the Security Trustee, as sufficient instructions and authority of the authorised person of the Obligors as the Security Trustee for the Account Bank to act (and shall have no duty to ensure that any such instruction is accurate, correct, or in accordance with this Agreement).

14.2 Notwithstanding anything to the contrary express or implied herein, the Account Bank shall not:

- (a) be bound to enquire as to the occurrence or otherwise of an Event of Default, the service of an Enforcement Notice or the performance by any other party to this Agreement or the other Finance Documents of its obligations hereunder or thereunder or be affected by notice of any of the same;
- (b) be bound to account to any other party hereto for any sum or the profit element of any sum received by it for its own account;
- (c) save as provided in this Agreement, be bound to disclose to any other person any information relating to any other party hereto;
- (d) have any responsibility to ensure that the information set out and any instructions received by it hereunder or under the STID is correct or to check or to enquire as to or otherwise be affected by whether any condition has been or will be met or fulfilled or any instruction is properly given on behalf of the person from whom it purports to be given or any instruction is given properly other than to exercise the banker's duty of care; or
- (e) have any responsibility to any party if any instruction which should be given by the Obligors or the Security Trustee to the Account Bank under and in connection with this Agreement or the STID (as applicable) is for any reason not received by the Account Bank or is not made at the time it should be made.

14.3 No recourse

Subject to Clause **Error! Reference source not found.** (Compliance with directions in respect of the Accounts) and Clause 15.1 (**No set-off exercised against the Accounts**) of this Agreement and the Post-enforcement Priority of Payments, the Account Bank acknowledges that it will have no recourse against any funds standing to the credit of the Accounts or against any other account or any party other than the relevant Obligor in respect of its fees or expenses that are attributable to such Obligor.

15. ACKNOWLEDGEMENTS BY THE ACCOUNT BANK

15.1 No set-off exercised against the Accounts

15.2 The Account Bank may not exercise any Security Interest, any right of set off, lien, combination consolidation, counter claim, transfer, combination, withholding of payment or other right of any sum standing to the credit of the Accounts in or towards or conditionally upon satisfaction of any liabilities to it of any Obligor or the Security Trustee. Notification of termination or breach of representation

The Account Bank will notify the Security Trustee immediately upon becoming aware if, at any time before this Agreement is terminated in accordance with Clause 10 (Termination and Resignation of Account Bank), any of the representations and warranties contained in Clause 16 (Account Bank Representations and Warranties) cease to be true.

16. ACCOUNT BANK REPRESENTATIONS AND WARRANTIES

The Account Bank represents and warrants to each Obligor and the Security Trustee that:

- (a) it is a bank for the purposes of Section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business, will pay interest pursuant hereto in the ordinary course of such business, will bring into account payments (other than deposits) made under this Agreement in computing its income for United Kingdom Tax purposes and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of the HM Revenue & Customs occurring after the date of this Agreement;
- (b) it satisfies the criteria set out in paragraph (a) of the definition of an Acceptable Bank; and
- (c) the Account Bank has obtained all necessary corporate authority and action to sign and deliver and perform its obligations under this Agreement.

17. NO RECOURSE AND NON PETITION

17.1 To the extent not prohibited by applicable laws or regulations but otherwise notwithstanding anything to the contrary contained in this Agreement or any other Security Document, no recourse under any obligation, covenant or agreement of any party to this Agreement contained in this Agreement shall be had against any shareholder, officer, director or employee of such party, as such by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a corporate obligation of the parties to this Agreement, and that no personal liability whatever shall attach to or be incurred by the shareholders, officers, directors or employees of any party to this Agreement, as such, or any of them under or by reason of any of the obligations, covenants or agreements of any such party contained in this Agreement, or implied therefrom, and that any and all

personal liability for breaches by any party to this Agreement of any of such obligations, covenants or agreements, either at common law or at equity, or by statute or constitution, of every such shareholder, officer, director or employee is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

17.2 The provisions of this Clause 17 shall survive the termination of this Agreement.

18. ACCOUNT STATEMENTS

18.1 The Account Bank agrees:

- (a) that at any time before either (i) the date upon which the security created under the Security Documents is released or (ii) the delivery of an Enforcement Notice by the Security Trustee, on the first Business Day of the calendar month for as long as this Agreement is in full force and effect, the Account Bank will provide statements in respect of any Accounts to such Obligor for the month immediately preceding the date of such request or delivery date (as applicable); and
- (b) upon the delivery of an Enforcement Notice by the Security Trustee, the Account Bank's obligation under this Clause 18 will be owed to the Security Trustee pursuant to Clause 7.2(b)(iv) (Compliance with directions in respect of the Accounts) and as soon as reasonably practical following written request from the Security Trustee the Account Bank will provide statements in respect of any Accounts to such Obligor for the month immediately preceding the date of such request or delivery date (as applicable) and shall continue until the Security Trustee notifies the Account Bank that the security created under the Security Documents has been released or that the Enforcement Notice is no longer in effect.

19. INFORMATION

The Account Bank shall (subject to all applicable laws, rules and regulation), following a request in writing from an Obligor or the Security Trustee (as applicable) (which contains confirmation of the basis on which such party is entitled to make such request), disclose to each Obligor, the Security Trustee and their respective auditors and any professional adviser stated in such request and appointed by either of them, without the Account Bank being bound to make any enquiry as to the justification of such disclosure, such information as they are entitled to receive pursuant to this Agreement in such format as may be practicable in the opinion of the Account Bank. Each of the Obligors agrees to provide to the Account Bank, and consents to the collection and processing by the Account Bank of, any such authorisations, waivers, forms, documentation and other information in its possession, relating to its FATCA status as the Account Bank may reasonably require for the purpose of complying with its obligations under FATCA (**FATCA Information**). Each of the Obligors further consents to the disclosure, transfer and reporting of such FATCA Information to any relevant government or taxing authority to the extent that such disclosure, transfer or reporting is necessary to comply with FATCA. Each of the Obligors agrees to inform the Account Bank promptly, in writing if there are any changes to the FATCA status with respect to any of the Obligors supplied to the Account Bank from time to time.

20. COUNTERPARTS

This Agreement may be executed manually or by facsimile in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

21. NOTICES

Clause 17 (Notices) of the Common Terms Agreement shall apply to this Agreement, where applicable, and shall be binding on this Agreement as if set out in full in this Agreement.

22. CONFIDENTIALITY

None of the Parties hereto will, during the continuance of this Agreement or after its termination, disclose to any person, firm or company whatsoever (except with the written consent of the other parties hereto) any information which that party has acquired under or in connection with this Agreement other than:

- (a) the disclosure of any information to any person who is a party to any of the Transaction Documents or as expressly permitted by any of the Transaction Documents;
- (b) in connection with any proceedings arising out of or in connection with this Agreement or the preservation or maintenance of its rights under this Agreement;
- (c) to the extent it is required to do so pursuant to an order of a court of competent jurisdiction whether in pursuance of any procedure for discovering documents or otherwise;
- (d) pursuant to any law or regulation or requirement of any governmental agency in accordance with which that party is required or accustomed to act (including, without limitation, any official bank examiners or regulators or any stock exchange on which any of the Notes are listed from time to time or as required under applicable anti-money laundering legislation or codes of conduct or practice in respect thereof);
- (e) to any governmental, banking or taxation authority or competent jurisdiction;
- (f) to its auditors or legal or other professional advisers;
- (g) to the extent that the recipient is required to disclose the same for discussion with HM Revenue & Customs regarding any Tax liability arising in connection with this Agreement;
- (h) to the extent that the recipient needs to disclose the same for the protection or enforcement of any of its rights under the Transaction Documents or, in the case of the Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties under or in connection with the Transaction Documents in each case to such persons as require such information for such purposes; or
- (i) where necessary to perform its obligations under this Agreement,

provided that the above restrictions will not apply to:

- (i) employees or officers or agents of any of the parties referred to in (a) above any part of whose functions are or may be in any way related to this Agreement;
- (ii) information already known to a recipient otherwise than in breach of this Clause 22 (Confidentiality);
- (iii) information also received from another source on terms not requiring it to be kept confidential;
- (iv) information which is or becomes publicly available otherwise than in breach of this Clause 22 (Confidentiality); and

- (v) any information which any Rating Agency may require to be disclosed (either to such Rating Agency or otherwise).

23. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. VAT

Clause 12 (VAT) of the Common Terms Agreement shall apply to this Agreement, where applicable, and shall be binding on the parties to this Agreement as if set out in full in this Agreement. If a provision of this Agreement relating to VAT is inconsistent with the provisions of Clause 12 (VAT) of the Common Terms Agreement, the provisions of Clause 12 (VAT) of the Common Terms Agreement shall prevail.

25. RIGHTS AS AN ADMINISTRATIVE PARTY

Nothing in this Agreement makes the Account Bank a trustee or fiduciary for any other Party or any other person.

26. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

27. ENFORCEMENT

Clause 21 (Enforcement) of the Common Terms Agreement shall apply to this Agreement, where applicable, and shall be binding on the parties to this Agreement as if set out in full in this Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

ACCOUNTS

Accounts held at the Account Bank:

Accounts

Account Name	Account Number	Sort Code	Opened in the name of:
Proceeds Account	76300730	40-05-15	OFTO
Debt Service Reserve Account	76300749	40-05-15	OFTO
Maintenance Reserve Account	76300765	40-05-15	OFTO
Working Capital Reserve Account	76300781	40-05-15	OFTO
Debt Service and PBCE Account	76300808	40-05-15	OFTO
HoldCo Account	76300816	40-05-15	HoldCo

SCHEDULE 2

FORM OF ACCOUNT MANDATE

At a duly constituted meeting of the board of directors of [WoDS Transmission plc (the **OFTO**)¹] [WoDS Transmission Holdings Limited (the **HoldCo**)³] held at [●] on [●] 2015 (the **Meeting**):

IT WAS RESOLVED that:

1. Pursuant to an account bank agreement (the **Account Bank Agreement**) to be executed on [] by, inter alios, the OFTO and [] (the **Account Bank**), [a] bank account[s] entitled the [*insert name[s] of account[s]*] (account number[s] [●]) will be opened in the name of the OFTO/ HoldCo with the Account Bank at its branch at [] and be used as [an] account[s] for the benefit of the OFTO/ HoldCo .
2. The Account Bank be and it is hereby instructed and authorised, subject to the resolution in paragraph 3 below and the terms of the Account Bank Agreement:
 - (a) to honour and comply with all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders expressed to be drawn, accepted, made or given and all directions given in writing or by way of electronic transmission in respect of the [*insert name of account*];
 - (b) to honour and comply with all instructions to deliver or dispose of any securities or documents or property held by the Account Bank in connection with the [*insert name of account*]; and
 - (c) to treat all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments, orders and directions in favour of the [*insert name of account*] as being endorsed on behalf of the OFTO/ HoldCo and to discount or otherwise deal with them.
3. Any cheques, drafts, bills, promissory notes, acceptances, negotiable instruments, directions, orders, instructions and/or endorsements referred to in the resolution in paragraph 2 above must be signed or given by the OFTO/ HoldCo , or following service of a Enforcement Notice, the Security Trustee.
4. The Account Bank shall be supplied with a list of names of authorised signatories of the OFTO/ HoldCo and the Security Trustee, together with their specimen signatures and the Account Bank shall be authorised to act on any information given by an authorised signatory of the OFTO/ HoldCo and the Security Trustee respectively, as to any changes therein.
5. These Resolutions be communicated to the Account Bank and remain in force until an amending Resolution is passed by the board of directors or a committee thereof and a copy thereof , certified by any one of the Directors or the Secretary, shall be delivered to the Account Bank.
6. This Account Mandate and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England.

We hereby certify the above to be a true extract from the minutes of the said Meeting.

¹ Accounts of the Issuer: Proceeds Account, Debt Service Reserve Account, Maintenance Reserve Account, Working Capital Reserve Account and Debt Service and PBCE Account

² Form of mandate to also be used when opening the DECC Decommissioning Reserve Account and the Defeasance Account

³ Account of HoldCo: HoldCo Account

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Director

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Director/Secretary

**SCHEDULE TO
ACCOUNT MANDATE**

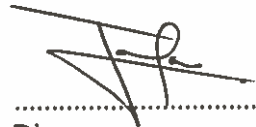
Names

Signatures

SIGNATORIES

HoldCo

JAVIER FALERO
SIGNED by its duly Authorised Signatory
for and on behalf of
WODS TRANSMISSION HOLDCO LTD

) 
)
) Director

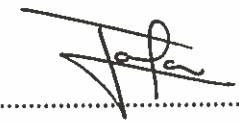
WITNESS
ADDRESS:


ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

) 
) WITNESS SIGNATURE
NAME: **GRAEME MACDONALD**

OFTO

JAVIER FALERO
SIGNED by its duly Authorised Signatory
for and on behalf of
WODS TRANSMISSION PLC

) 
)
) Director


WITNESS ~~NAME~~ SIGNATURE: 
WITNESS NAME: **GRAEME MACDONALD**
WITNESS ADDRESS:

Security Trustee

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

SIGNED for and on behalf of **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

By:


.....
.....

Leticia Wilson
Director

Name of signatory

.....

The Account Bank

HSBC BANK PLC

By:



Name:

Jenny Pennell

Title:

Authorised Signatory