

## Agency Agreement

relating to WESSEX WATER SERVICES FINANCE PLC £5,000,000,000 Euro Medium Term Note Programme

guaranteed by WESSEX WATER SERVICES LIMITED

arranged by BARCLAYS BANK PLC

Dated 6 September 2023

**WESSEX WATER SERVICES FINANCE PLC**

as Issuer

**WESSEX WATER SERVICES LIMITED**

as Guarantor

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

as Trustee

**HSBC BANK PLC**

as Principal Paying Agent, Paying Agent, Registrar, Transfer Agent and Calculation Agent

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**This Agreement** is dated 6 September 2023, and made **between:**

- (1) **WESSEX WATER SERVICES FINANCE PLC** (the “**Issuer**”);
- (2) **WESSEX WATER SERVICES LIMITED** (the “**Guarantor**”);
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (in its capacity as the “**Trustee**”), which expression includes any other trustee for the time being of the Trust Deed referred to below; and
- (4) **HSBC BANK PLC** in its capacity as Principal Paying Agent, Registrar, Paying Agent, Transfer Agent and Calculation Agent.

**Whereas:**

- (A) The Issuer proposes to issue from time to time euro medium term notes guaranteed by the Guarantor pursuant to this Agreement (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of Notes) in an aggregate principal amount outstanding at any one time not exceeding the Programme Limit (the “**Programme**”).
- (B) The Agents are authorised by the Prudential Regulation Authority (“**PRA**”) and regulated by the PRA and the Financial Conduct Authority (“**FCA**”).
- (C) The Notes will be constituted by a Trust Deed (the “**Trust Deed**”) dated the date of this Agreement between the Issuer, the Guarantor and the Trustee. This is the Agency Agreement referred to in the Trust Deed.

**It is agreed** as follows:

## **1 Interpretation**

**1.1 Definitions:** Capitalised terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Trust Deed (including the Conditions as defined therein) dated 6 September 2023 relating to the Programme and the following terms shall have the following meanings:

“**Agents**” means the Principal Paying Agent, the Paying Agents, the Calculation Agent, the Registrar and the Transfer Agents or any of them and shall include such other Agent or Agents as may be appointed from time to time hereunder and, except in Clause 19, references to Agents are to them acting solely through their specified offices;

“**Business Day**” means, in respect of each Note, (i) a day other than a Saturday or Sunday on which Euroclear and Clearstream, Luxembourg are operating and (ii) a day on which banks and foreign exchange markets are open for general business in the city of the Principal Paying Agent’s specified office and (iii) (if a payment is to be made on that day) a day on which banks and foreign exchange markets are open for general business in the principal financial centre for the currency of the payment or, in the case of euro, a day on which T2 is operating;

“**Calculation Agent**” means HSBC Bank plc as Calculation Agent hereunder (or such other Calculation Agent(s) as may be appointed hereunder from time to time either generally hereunder or in relation to a specific issue or Series of Notes);

“**CGN**” means a temporary Global Note in the form set out in Part A or a permanent Global Note in the form set out in Part B, in each case, of Schedule 1 to the Trust Deed;

**“Client Assets Sourcebook”** means the CASS sourcebook as set out in the FCA Rules;

**“Client Money Rules”** means the client money rules set out in Chapter 7 of the Client Assets Sourcebook of the FCA Rules;

**“Common Depository”** means, in relation to a Series, a depository common to Euroclear and Clearstream, Luxembourg;

**“Common Safekeeper”** means, in relation to a Series where the relevant Global Note is a NGN or the relevant Global Certificate is held under the NSS, the common safekeeper for Euroclear and/or Clearstream, Luxembourg appointed in respect of such Notes;

**“Common Service Provider”** means, in relation to a Series where the relevant Global Note is an NGN or the relevant Global Certificate is held under the NSS, the common service provider for Euroclear and/or Clearstream, Luxembourg appointed in respect of such Notes;

**“Exercise Notice”** has the meaning given to it in the Conditions and, in the case of a Noteholders’ redemption option, shall be substantially in the form set out in Schedule 1;

**“FCA Rules”** means the rules promulgated by the FCA under FSMA as amended or replaced from time to time;

**“Issue Date”** means, in relation to any Tranche, the date on which the Notes of that Tranche have been issued or, if not yet issued, the date agreed for their issue between the Issuer and the relevant Dealer(s);

**“Principal Paying Agent”** means HSBC Bank plc as Principal Paying Agent hereunder (or such other Principal Paying Agent as may be appointed from time to time hereunder);

**“NGN”** means a temporary Global Note in the form set out in Part C or a permanent Global Note in the form set out in Part D, in each case, of Schedule 1 to the Trust Deed;

**“NSS”** means the new safekeeping structure which applies to Registered Notes held in global form by a Common Safekeeper for Euroclear and Clearstream, Luxembourg and which is required for such Registered Notes to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

**“Partly Paid Note”** means a Note in relation to which the initial subscription moneys are payable to the Issuer in two or more instalments;

**“Paying Agents”** means the Principal Paying Agent and the Paying Agents referred to above and such further or other Paying Agent or Agents as may be appointed from time to time hereunder;

**“Procedures Memorandum”** means the procedures memorandum dated 6 September 2023 relating to the Programme;

**“Redemption Amount”** means the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Regulatory or Change of Control Redemption Amount, as the case may be, all as defined in the Conditions;

**“Register”** means the register referred to in Clause 11;

**“Registrar”** means HSBC Bank plc as Registrar hereunder (or such other Registrar as may be appointed hereunder either generally or in relation to a specific Series of Notes);

**“Regulations”** means the regulations referred to in Clause 12;

**“Subscription Agreement”** means an agreement between the Issuer, the Guarantor and two or more Dealers made pursuant to Clause 2.2 of the Dealer Agreement;

**“Syndicated Issue”** means an issue of Notes pursuant to Clause 2.2 of the Dealer Agreement; and

**“Transfer Agents”** means the Transfer Agents referred to above and such further or other Transfer Agent or Agents as may be appointed from time to time hereunder either generally or in relation to a specific Series of Notes.

**1.2 Construction of Certain References:** References to:

1.2.1 the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers’ interests in the Notes;

1.2.2 principal and interest shall be construed in accordance with Condition 9; and

1.2.3 costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof.

**1.3 Headings:** Headings shall be ignored in construing this Agreement.

**1.4 Contracts:** References in this Agreement to this Agreement or any other document are to this Agreement or those documents as amended, supplemented or replaced from time to time in relation to the Programme and include any document which amends, supplements or replaces them.

**1.5 Schedules:** The Schedules are part of this Agreement and have effect accordingly.

**1.6 Alternative Clearing System:** References in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Guarantor, the Registrar and the Principal Paying Agent. In the case of NGNs or Global Certificates held under the NSS, such alternative clearing system must also be authorised to hold such Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

**1.7 Contracts (Rights of Third Parties) Act 1999:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**1.8 Separate Series of Notes:** For the purposes of this Agreement, the Notes of each Series shall form a separate series of Notes and the provisions of this Agreement shall apply *mutatis mutandis* separately and independently to the Notes of each Series and in this Agreement the expressions **Notes, Noteholders, Certificates, Coupons, Talons** and related expressions shall be construed accordingly.

## **2 Appointment and Duties**

**2.1 Principal Paying Agent and Registrar:** Each of the Issuer and the Guarantor appoints HSBC Bank plc at its specified office in London as Principal Paying Agent in respect of each Series of Notes and HSBC Bank plc at its specified office in London as Registrar in respect of each Series of Registered Notes.

- 2.2 Paying Agents and Transfer Agents:** Each of the Issuer and the Guarantor appoints HSBC Bank plc at its specified offices as Paying Agent in respect of each Series of Bearer Notes and HSBC Bank plc at its specified offices as Transfer Agent in respect of each Series of Registered Notes, unless the Pricing Supplement relating to a Series of Notes lists the Agents appointed in respect of that Series, in which case, only those persons acting through their specified offices shall be appointed in respect of that Series.
- 2.3 Calculation Agent:** HSBC Bank plc may be appointed as Calculation Agent in respect of any Series of Notes by agreement with each of the Issuer and the Guarantor. HSBC Bank plc shall be treated as having agreed to act as Calculation Agent in respect of a Series if it shall have received the purchase information (in draft or final form) naming it as Calculation Agent no later than 5 Business Days before the Issue Date or, if earlier, the first date on which it is required to make any calculation or determination and shall not have notified the Issuer that it does not wish to be so appointed within 3 Business Days of such receipt.
- 2.4 Agents' Duties:** The obligations of the Agents are several and not joint. Each Agent shall be obliged to perform only such duties as are specifically set out in this Agreement (including Schedule 5 in the case of the Principal Paying Agent and the Registrar where the relevant Notes are represented by an NGN or which are held under the NSS) and the Conditions. No implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into any such documents. No Agent shall be obliged to perform additional duties set out in any Pricing Supplement and thereby incorporated into the Conditions unless it shall have previously agreed to perform such duties. If the Conditions are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent, it shall not be obliged to perform such duties as so amended unless it has first approved the relevant amendment. Nothing in this Agreement shall require the Agent 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 the Issuer or the Guarantor. No Agent shall be under any obligation to take any action under this Agreement that it expects will result in any expense to or liability of such Agent, the payment of which is not, in its opinion, assured to it within a reasonable time. In the case of Notes represented by a NGN or Global Certificates which are held under the NSS, each of the Agents (other than the Principal Paying Agent or the Registrar, as the case may be) agrees that if any information required by the Principal Paying Agent or the Registrar to perform the duties set out in Schedule 5 becomes known to it, it will promptly provide such information to the Principal Paying Agent or the Registrar, as the case may be. Nothing in this Agreement shall require the Agent to assume an obligation of the Issuer or Guarantor arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the United Kingdom Financial Conduct Authority or Prudential Regulation Authority).
- 2.5 Agents to Act for Trustee:** The Agents shall, on notice in writing by the Trustee made at any time after an Event of Default or a Potential Event of Default has occurred in relation to a particular Series and until notified in writing by the Trustee to the contrary, so far as permitted by any applicable law:
- 2.5.1** act as Agents of the Trustee under the Trust Deed and the Notes of such Series on the terms of this Agreement (with consequential amendments as necessary and except that the Trustee's liability under this Agreement for the indemnification, remuneration and all other expenses of the Agents will be limited to the amounts for

the time being held by the Trustee in respect of such Series on the terms of the Trust Deed and available for such purpose) and thereafter to hold all Notes, Certificates, Coupons and Talons of such Series and all moneys, documents and records held by them in respect of Notes, Certificates, Coupons and Talons of such Series to the order of the Trustee; and/or

**2.5.2** deliver all Notes, Coupons and Talons of such Series and all moneys, documents and records held by them in respect of the Notes, Coupons and Talons of such Series to the Trustee or as the Trustee directs in such notice provided that the Agents shall not be obliged to deliver any moneys, documents or records as aforesaid which they are obliged not to deliver by any law or regulation.

**2.6 Notices of Change of Trustee:** The Issuer shall forthwith give notice to each of the Agents of any change in the person or persons comprising the Trustee.

**2.7 Common Safekeeper:** In relation to each Series where the relevant Global Note is in NGN form or the relevant Global Certificate is held under the NSS, the Issuer hereby authorises and instructs the Principal Paying Agent to elect Euroclear as Common Safekeeper. From time to time, the Issuer and the Agent may agree to vary this election. The Issuer acknowledges that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees that no liability shall attach to the Principal Paying Agent in respect of any such election made by it.

### **3 Issue of Notes and Certificates**

**3.1 Preconditions to Issue:** The Issuer shall not agree to any Issue Date unless it is a Business Day. Before issuing any Partly Paid Notes or any Notes that are intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg the Issuer shall inform the Principal Paying Agent of its wish to issue such Notes and shall agree with the Principal Paying Agent (i) the procedure for the acceptance of further instalments of the subscription moneys, in the case of Partly Paid Notes, or (ii) the procedure for issuing such Notes, in the case of Notes that are to be cleared through such other clearing system, which agreement shall cover the time, date and place for the delivery of the relevant Global Note by the Principal Paying Agent, whether such delivery is to be free of payment or against payment, an appropriate method for determining non-U.S. beneficial ownership of Notes in accordance with applicable U.S. law and the method by which the Principal Paying Agent is to receive any payment, and hold any moneys, on behalf of the Issuer.

**3.2 Notification:** Not later than the time specified in the Procedures Memorandum, the Issuer shall in respect of each Tranche notify and/or confirm to the Principal Paying Agent or in writing all such information as the Principal Paying Agent may reasonably require for it to carry out its functions as contemplated by this Clause.

**3.3 Issue of Certificates and Global Notes:** Upon receipt by the Principal Paying Agent of the information enabling it, and instructions requiring it, to do so, the Principal Paying Agent shall, in the case of Bearer Notes, complete a temporary or, as the case may be, permanent Global Note in an aggregate principal amount equal to that of the Tranche to be issued or, in the case of Registered Notes, notify the Registrar of all relevant information, whereupon the Registrar shall complete one or more Certificates in an aggregate principal amount equal to that of the Tranche to be issued, (unless the Principal Paying Agent is to do so in its capacity as, or as agent for, the Registrar) authenticate each Certificate (or cause its agent

on its behalf to do so) and deliver them to the Principal Paying Agent not later than the time specified by the Principal Paying Agent (which shall be no earlier than one Business Day after receipt by the Registrar of such instructions).

The Principal Paying Agent shall obtain a common code and ISIN number from the relevant clearing system(s) for the relevant Tranche and notify the same to the Issuer and the relevant Dealer(s).

**3.4 Delivery of Certificates and Global Notes:** Immediately before the issue of any Global Note, the Principal Paying Agent (or its agent on its behalf) shall authenticate it. Following authentication of any Global Note or receipt of any Certificate, the Principal Paying Agent shall (in the case of any unauthenticated certificate, after first authenticating it as, or as agent for, the Registrar) deliver it:

**3.4.1** in the case of a Tranche (other than for a Syndicated Issue) intended to be cleared through a clearing system, on the Business Day immediately preceding its Issue Date: (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Depository or to such clearing system or other depository for a clearing system as shall have been agreed between the Issuer and the Principal Paying Agent, and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to the Common Safekeeper to effectuate the same, together with instructions to the clearing systems to whom (or to whose depository or Common Safekeeper) such Global Note or Global Certificate has been delivered to credit the underlying Notes represented by such Global Note or Global Certificate to the securities account(s) at such clearing systems that have been notified to the Principal Paying Agent by the Issuer on a delivery against payment basis or, if notified to the Principal Paying Agent by the Issuer, on a delivery free of payment basis; or

**3.4.2** in the case of a Syndicated Issue, on the Issue Date at or about the time specified in the relevant Subscription Agreement (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to, or to the order of, the lead manager at such place in London as shall be specified in the relevant Subscription Agreement (or such other time, date and/or place as may have been agreed between the Issuer and the Principal Paying Agent) and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to effectuate the same (if applicable), in each case against the delivery to the Principal Paying Agent of evidence that instructions for payment of the subscription moneys due to the issuer have been made, such evidence to be in the form set out in such Subscription Agreement; or

**3.4.3** otherwise, at such time, on such date, to such person and in such place as may have been agreed between the Issuer and the Principal Paying Agent.

Where the Principal Paying Agent or Registrar delivers any authenticated Global Note or Global Certificate to the Common Safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Global Note or Global Certificate retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note or Global Certificate has been effectuated. The Principal Paying Agent shall immediately notify the Registrar if for any reason a Certificate is not delivered in accordance



with the Issuer's instructions. Failing any such notification, the Registrar shall cause an appropriate entry to be made in the Register to reflect the issue of the Notes to the person(s) whose name and address appears on each such Certificate on the Issue Date (if any).

- 3.5 Clearing Systems:** In delivering any Global Note or Global Certificate in accordance with Clause 3.4.1, the Principal Paying Agent shall give instructions to the relevant clearing system to hold the Notes represented by it to the order of the Principal Paying Agent pending transfer to the securities account(s) referred to in Clause 3.4.1. Upon payment for any such Notes being made to the Principal Paying Agent, it shall transfer such payment to the account of the Issuer notified to it by the Issuer. For so long as any such Note continues to be held to the order of the Principal Paying Agent, the Principal Paying Agent shall hold such Note to the order of the Issuer.
- 3.6 Advance Payment:** If the Principal Paying Agent pays an amount (the "**Advance**") to the Issuer on the basis that a payment (the "**Payment**") has been, or will be, received from any person and if the Payment has not been, or is not, received by the Principal Paying Agent on the date the Principal Paying Agent pays the Issuer, the Issuer, failing whom the Guarantor, shall on demand reimburse the Principal Paying Agent the Advance and pay interest to the Principal Paying Agent on the outstanding amount of the Advance from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost of the Principal Paying Agent of funding such amount, as certified by the Principal Paying Agent to the Issuer and the Guarantor. Such interest shall be compounded daily.
- 3.7 Exchange for Permanent Global Notes and Definitive Notes:** On and after the due date for exchange of any temporary Global Note which is exchangeable for a permanent Global Note, the Principal Paying Agent shall, on presentation to it or to its order of the temporary Global Note, complete a permanent Global Note, authenticate it (or cause its agent on its behalf to do so), and in the case of a permanent Global Note which is a NGN, deliver the permanent Global Note to the Common Safekeeper which is holding the temporary Global Note representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg together with instructions to the Common Safekeeper to effectuate the same, and, in each case, procure the exchange of interests in such temporary Global Note for interests in an equal principal amount of such permanent Global Note in accordance with such temporary Global Note. On or after the due date for exchange of any Global Note which is exchangeable for Definitive Notes, the Principal Paying Agent shall, on presentation to it or to its order of the Global Note, procure the exchange of interests in such Global Note for Definitive Notes (if applicable, having attached Coupons and/or a Talon other than any that mature on or before the relevant date for exchange) in a principal amount equal to that portion of such Global Note submitted for exchange in accordance with such Global Note.
- 3.8 Signing of Notes, Certificates, Coupons and Talons:** The Notes, Certificates, Coupons and Talons shall be signed manually or in facsimile on behalf of the Issuer by a duly authorised signatory of the Issuer. The Issuer shall promptly notify the Principal Paying Agent of any change in the names of the person or persons whose signature is to be used on any Note or Certificate, and shall if necessary provide new master Global Notes and Certificates reflecting such changes. The Issuer may however adopt and use the signature of any person who at the date of signing a Note, Certificate, Coupon or Talon is a duly authorised signatory of the Issuer even if, before the Note, Certificate, Coupon or Talon is issued, they cease for whatever reason to hold such office and the Notes, Certificates, Coupons or Talons issued in such circumstances shall nevertheless be (or, in the case of Certificates, represent) valid and binding obligations of the Issuer (unless the Issuer gives prior notice to the Paying Agent

that Notes, Certificates, Coupons and Talons signed by that person do not constitute valid and binding obligations of the Issuer or otherwise until replacements have been provided to the Paying Agent). Definitive Notes, Coupons and Talons shall be security printed, and Certificates shall be printed, in accordance with all applicable stock exchange requirements.

- 3.9 Details of Notes and Certificates Delivered:** As soon as practicable after delivering any Global Note, Global Certificate or Definitive Note the Principal Paying Agent or the Registrar, as the case may be, shall supply to the Issuer, the Guarantor, the Trustee and the other Agents all relevant details of the Notes or Certificates delivered, in such format as it shall from time to time agree with the Issuer.
- 3.10 Cancellation:** If any Note in respect of which information has been supplied under Clause 3.2 is not to be issued on a given Issue Date, the Issuer shall immediately (and, in any event, prior to the Issue Date) notify the Principal Paying Agent and, in the case of Registered Notes, the Registrar. Upon receipt of such notice, neither the Principal Paying Agent nor the Registrar shall thereafter issue or release the relevant Note(s) or Certificate(s) but shall cancel and, unless otherwise instructed by the Issuer, destroy them.
- 3.11 Outstanding Amount:** The Principal Paying Agent shall, upon request from the Issuer, the Trustee, the Guarantor or any Dealer, inform such person of the aggregate principal amount of Notes, or Notes of any particular Series, then outstanding at the time of such request. In the case of Notes represented by a NGN, the principal amount of Notes represented by such NGN shall be the aggregate amount from time to time entered in the records of both Euroclear and Clearstream, Luxembourg. The records of Euroclear and Clearstream, Luxembourg shall be conclusive evidence of the principal amount of Notes represented by the relevant NGN and for such purposes, a statement issued by Euroclear or Clearstream, Luxembourg stating the principal amount of Notes represented by the relevant NGN at any time shall be conclusive evidence of the records of the relevant clearing systems at that time. Payments made by the Issuer in respect of Notes represented by a NGN shall discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing systems shall not affect such discharge.
- 3.12 Procedures Memorandum:** The Issuer shall furnish a copy of the Procedures Memorandum from time to time in effect to the Principal Paying Agent and the Registrar. The parties agree that all issues of Notes (other than Syndicated Issues) shall be made in accordance with the Procedures Memorandum unless the Trustee, the Issuer, the Guarantor, the relevant Dealer(s), the Principal Paying Agent and, in the case of Registered Notes, the Registrar agree otherwise in respect of any issue. The Procedures Memorandum may only be amended with the consent of the Trustee, the Principal Paying Agent and the Registrar.

## **4 Payment**

- 4.1 Payment to the Principal Paying Agent:** The Issuer, failing whom the Guarantor, shall, no later than 10.00 a.m. (local time in the relevant financial centre of the payment) on each date on which any payment in respect of the Notes becomes due, transfer to the Principal Paying Agent such amount as may be required for the purposes of such payment. In this Clause, the date on which a payment in respect of the Notes becomes due means the first date on which the holder of a Note or Coupon could claim the relevant payment by transfer to an account under the Conditions, but disregarding the necessity for it to be a business day in any particular place of presentation.

- 4.2 Preadvice of Payment:** The Issuer, failing whom the Guarantor, will confirm to the Principal Paying Agent, no later than 10.00 a.m. (London time) two Business Days prior to the due date for any such payment to be made to the Principal Paying Agent required by Clause 4.1, that irrevocable instructions have been issued by it for such payment to be made to the Principal Paying Agent.
- 4.3 Payment by Agents:** Subject as provided in Clause 4.6, each of the Paying Agents shall, subject to and in accordance with the Conditions, pay or cause to be paid on behalf of the Issuer and the Guarantor on and after each due date therefor the amounts due in respect of the Notes and Coupons and shall be entitled to claim any amounts so paid from the Principal Paying Agent.
- 4.4 Notification of Non-payment:** The Principal Paying Agent shall forthwith notify each of the other Agents, the Issuer, the Guarantor and the Trustee if it has not received the amount referred to in Clause 4.1 by the time specified for its receipt, unless it is satisfied that it will receive such amount.
- 4.5 Payment after Late Payment:** The Principal Paying Agent shall forthwith notify each of the other Agents, the Issuer, the Guarantor, the Trustee and, if requested by the Trustee and at the expense of the Issuer, the Noteholders if at any time following the giving of a notice by the Principal Paying Agent under Clause 4.4 either any payment provided for in Clause 4.1 is made on or after its due date but otherwise in accordance with this Agreement or the Principal Paying Agent is satisfied that it will receive such payment.
- 4.6 Suspension of Payment by Agents:** Upon receipt of a notice from the Principal Paying Agent under Clause 4.4, each Paying Agent shall cease making payments in accordance with Clause 4.3 as soon as is reasonably practicable. Upon receipt of a notice from the Principal Paying Agent under Clause 4.5, each Paying Agent shall make, or shall recommence making, payments in accordance with Clause 4.3.
- 4.7 Reimbursement of Agents:** The Principal Paying Agent shall on demand promptly reimburse each Paying Agent for payments in respect of the Notes and Coupons properly made by it in accordance with the Conditions and this Agreement.
- 4.8 Method of Payment to Principal Paying Agent:** All sums payable to the Principal Paying Agent hereunder shall be paid in the currency in which such sums are denominated and in immediately available or same day funds to such account with such bank as the Principal Paying Agent may from time to time notify to the Issuer, the Guarantor and the Trustee.
- 4.9 Moneys held by Principal Paying Agent:** The Paying Agents may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers and not as trustee and any money held by them is not subject to the Client Money Rules except that (1) it may not exercise any lien, right of set-off or similar claim in respect of them and (2) it shall not be liable to anyone for interest on any sums held by it under this Agreement. Monies held by the Paying Agents need not be segregated except as required by law.
- 4.10 Partial Payments:** If on presentation of a Note, Certificate or Coupon only part of the amount payable in respect of it is paid (except as a result of a deduction of tax permitted by the Conditions), the Paying Agent to whom it is presented shall procure, in the case of a Global Note which is a CGN, that it is enfaced with a memorandum of the amount paid and the date of payment and shall return it to the person who presented it. Upon making payment of only part of the amount payable in respect of any Registered Note or being informed of any such

partial payment by a Transfer Agent, the Registrar shall make a note of the details of such payment in the Register. In the case of a Global Note which is a NGN, the Paying Agent to whom such Note, Certificate or Coupon is presented shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment.

- 4.11 Non-payment:** If, for any reason, the Paying Agents consider in their sole discretion that the amounts to be received by it will be, or the amounts actually received by it are, insufficient to satisfy all claims in respect of all payments then falling due in respect of the Notes, no Paying Agent shall be obliged to pay any such claims until such Paying Agent has received the full amount of all such payments.
- 4.12 Interest:** If the Paying Agents pay out any amount due in respect of the Notes in accordance with the Conditions or due in accordance with Clause 4.7 before receipt of the amount due under Clause 4.1, the Issuer, failing whom the Guarantor, shall on demand reimburse such Paying Agent for the relevant amount and pay interest to the Paying Agent on such amount that is outstanding from the date on which it is paid out to the date of reimbursement at a rate per annum which represents the cost to the Paying Agent of funding the amount paid out, as certified by the Paying Agent. Such interest shall be compounded daily.
- 4.13 Information Sharing:** Each party shall, within ten Business Days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 4.13 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this Clause 4.13 and Clause 4.15, (a) "**Applicable Law**" shall be deemed to include (i) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any Party that is customarily entered into by institutions of a similar nature; (b) "**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction; and (c) "**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.
- 4.14 Notice of Withholding:** If the Issuer, Guarantor or any Agent is, in respect of any payment in respect of the Notes, required to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges, the Issuer or the Guarantor shall give written notice of that fact to the Agents as soon as the Issuer or the Guarantor (as the case may be) becomes aware of the requirement to make the withholding or deduction and shall give to the Agents such information as the Agents shall require to enable them to assess and comply with the requirement. Until such time, the Issuer confirms that all payments made by or on behalf of the Issuer shall be made free and clear of and without withholding or deduction of any such amounts.

- 4.15 Withholding:** Notwithstanding any other provision of the Agreement, the Agents shall be entitled to make a deduction or withholding from any payment which it makes under the Agreement for or on account of any present or future taxes, duties, assessments or government charges if and to the extent so required by Applicable Law, in which event the Agents shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted, or, at its option, shall reasonably promptly after making such payment return to the Issuer or the Guarantor (as the case may be) the amount so deducted or withheld, in which case, the Issuer or the Guarantor (as the case may be) shall so account to the relevant authority for such amount.
- 4.16 FATCA Withholding:** The Issuer or the Guarantor shall notify the Principal Paying Agent in the event that it determines that any payment to be made by a Paying Agent under the Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's or the Guarantor's obligation under this Clause 4.16 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer or the Guarantor, the Notes, or both. "**FATCA Withholding**" means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.
- 4.17 Indemnity:** Notwithstanding any other provision of the Agreement, the Issuer shall indemnify the Agents against any liability or loss howsoever incurred in connection with the Issuer's or Guarantor's obligation to withhold or deduct an amount on account of tax.

## **5 Repayment**

If claims in respect of any Note or Coupon become void or prescribed under the Conditions, the Principal Paying Agent shall forthwith repay to the Issuer the amount that would have been due on such Note or Coupon if it or the relative Certificate had been presented for payment before such claims became void or prescribed. Subject to Clause 19, the Principal Paying Agent shall not however be otherwise required or entitled to repay any sums received by it under this Agreement.

## **6 Early Redemption and Exercise of Options**

- 6.1 Notice to Principal Paying Agent:** If the Issuer intends (other than consequent upon an Event of Default or any right of the holder to require redemption) to redeem all or any of the Notes of any Series before their stated maturity date or to exercise any Issuer's option in the Conditions it shall, at least 15 days before the latest date for the publication of the notice of redemption or of exercise of Issuer's option required to be given to Noteholders, give notice of such intention to the Principal Paying Agent and to the Trustee stating the date on which such Notes are to be redeemed or such option is to be exercised and the principal amount of Notes to be redeemed or subject to the option.
- 6.2 Drawing on Partial Redemption or Exercise of Option:** If some only of the Notes of a Series are to be redeemed, or subject to the exercise of an Issuer's option, in the case of Notes in definitive form on such date the Principal Paying Agent shall make the drawing that

is required in accordance with the Conditions and the Issuer, the Guarantor and the Trustee shall be entitled to send representatives to attend such drawing.

**6.3 Notice to Noteholders:** The Principal Paying Agent shall, at the request and expense of the Issuer and following receipt of the form of notice from the Issuer, publish any notice to Noteholders required in connection with any such redemption or exercise of an Issuer's option and shall at the same time also publish a separate list of the certificate numbers of any Bearer Notes previously drawn and not presented either for payment or as may otherwise be required pursuant to any Issuer's option and of the principal amount of Registered Notes drawn and in respect of which the related Certificates have not been so presented. Such notice shall specify the date fixed for redemption or exercise of any option, the redemption price and the manner in which redemption will be effected or the terms of the exercise of such option and, in the case of a partial redemption or exercise of any option, the certificate numbers of the Bearer Notes drawn and the principal amount of Registered Notes drawn. In addition, the Principal Paying Agent shall send to each holder of Registered Notes that are called in whole or in part for redemption or exercise of any option, at its address shown in the Register, a copy of such notice together with details of such holder's Registered Notes called for redemption or subject to any option and the extent of such redemption or the terms of the exercise of such option.

**6.4 Option Exercise Notices:** The Paying Agent with which a Bearer Note or the Transfer Agent with which a Certificate is deposited in a valid exercise of any Noteholders' option shall hold such Note (together with any Coupons or Talon relating to it deposited with it) or Certificate on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of, or exercise of the option relating to, the relevant Note(s) consequent upon the exercise of such option, when, in the case of an option to redeem, and subject as provided below, it shall present any such Note, Certificate, Coupons and Talon to itself for payment of the amount due in accordance with the Conditions and shall pay such moneys in accordance with the directions of the Noteholder contained in the Exercise Notice. In the event of the exercise of any other option, each Agent shall take the steps required of it in the Conditions and, in the case of Registered Notes, Clauses 10 and 11. If any such Note becomes immediately due and payable before the due date for its redemption or exercise of the option, or if upon due presentation payment of the amount due is improperly withheld or refused or exercise of the option is improperly denied, the Agent concerned shall mail such Note (and any related Coupons or Talon) or its Certificate by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent) to such address as may have been given by the Noteholder in the Exercise Notice or, in the case of Registered Notes where no address has been given, to the address appearing in the Register. At the end of each period for the exercise of any such option, each Agent shall promptly notify the Principal Paying Agent of the principal amount of the Notes in respect of which such option has been exercised with it together with their certificate numbers (or those of the Certificates representing them) and the Principal Paying Agent shall promptly notify such details to the Issuer, the Guarantor and the Trustee.

## **7 Cancellation, Destruction, Records and Reporting Requirements**

**7.1 Cancellation:** All Bearer Notes that are redeemed (together with such unmatured Coupons or unexchanged Talons as are attached to or are surrendered with them at the time of such redemption), all Certificates representing Registered Notes that are redeemed, all Coupons that are paid in full and all Talons that have been exchanged for Coupon sheets shall be

cancelled promptly by the Paying Agent or Transfer Agent through which they are redeemed, paid or exchanged. Such Paying Agent or Transfer Agent shall send to the Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, the details required by such person for the purposes of this Clause and the cancelled Notes, Coupons, and Talons and/or Certificates.

- 7.2 Cancellation by Issuer:** If the Issuer or the Guarantor or any of their subsidiaries purchase any Notes that are to be cancelled in accordance with the Conditions, the Issuer or the Guarantor shall forthwith cancel them or procure their cancellation, promptly inform the Principal Paying Agent or the Registrar, as the case may, and the Trustee be in writing, and send them (if in definitive bearer form) to the Principal Paying Agent.
- 7.3 Certificate of Principal Paying Agent or Registrar:** The Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes shall, as soon as reasonably practicable and in any event within four months after the date of any such redemption, payment, exchange or purchase, send the Issuer, the Guarantor and the Trustee a certificate stating (1) the aggregate principal amount of Notes that have been redeemed and cancelled and the aggregate amount paid in respect of any related Coupons that have been paid and cancelled or in respect of interest paid on a Global Note, (2) the certificate numbers of such Notes (or of the Certificates representing them), (3) the total number by maturity dates of such Coupons, (4) the certificate numbers and maturity dates of such Talons and (5) the total number and maturity dates of unmaturing Coupons, and the certificate numbers and maturity dates of unmaturing Talons, not surrendered with Bearer Notes redeemed, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series.
- 7.4 Destruction:** Unless otherwise instructed by the Issuer or the Guarantor or unless, in the case of the Global Note, it is to be returned to its holder in accordance with its terms, the Principal Paying Agent, in the case of Bearer Notes, and the Registrar, in the case of Registered Notes, (or the designated agent of either) shall destroy the cancelled Bearer Notes, Coupons, and Talons and/or Certificates in its possession and shall send the Issuer, the Guarantor and the Trustee a certificate giving the certificate numbers of such Notes (or of the Certificates representing them) in numerical sequence, the maturity dates and certificate numbers (in numerical sequence) of such Talons and the total numbers by maturity date of such Coupons, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series and Coupons and Talons that have been paid or exchanged and those that have been surrendered for cancellation before their due date.
- 7.5 Records:** The Principal Paying Agent shall keep a full and complete record of all Bearer Notes, Coupons and Talons (other than the certificate numbers of Coupons) and of their redemption, purchase, payment, exchange, cancellation, replacement and destruction and make such records available at all reasonable times to the Issuer, the Guarantor and the Trustee.
- 7.6 Reporting Requirements:** The Principal Paying Agent shall (on behalf of the Issuer and, where appropriate, the Guarantor) submit such reports or information as may be required from time to time in relation to the issue and purchase of Notes by applicable law, regulations and guidelines promulgated by any governmental regulatory authority agreed between the Issuer or the Guarantor and the Principal Paying Agent.

## 8 Coupon Sheets

As regards each Bearer Note issued with a Talon, the Principal Paying Agent shall, on or after the due date for exchange of such Talon, make available in exchange for such Talon at the specified office of the Principal Paying Agent a further coupon sheet and, if relevant, a further Talon appertaining to such Bearer Note, but subject always to the Issuer having procured the delivery of a supply of such coupon sheets to the Principal Paying Agent. To the extent that any Coupon in any such coupon sheet shall have become void before issue, the Principal Paying Agent shall cancel such Coupon and destroy it in accordance with the provisions of Clause 7.4.

## 9 Replacement Notes, Certificates, Coupons and Talons

**9.1 Replacement:** The Principal Paying Agent, in the case of Bearer Notes, Coupons or Talons, and the Registrar, in the case of Certificates, (in such capacity, the “**Replacement Agent**”) shall issue replacement Bearer Notes, Certificates, Coupons and Talons in accordance with the Conditions.

**9.2 Coupons and Talons on Replacement Bearer Notes:** In the case of mutilated or defaced Bearer Notes, the Replacement Agent shall ensure that (unless such indemnity as the Issuer and the Guarantor may require is given) any replacement Note only has attached to it Coupons and/or a Talon corresponding to those attached to the Note that it replaces.

**9.3 Cancellation:** The Replacement Agent shall cancel and, unless otherwise instructed by the Issuer, destroy any mutilated or defaced Bearer Notes, Certificates, Coupons and Talons replaced by it and shall send the Issuer, the Guarantor, the Trustee and the Principal Paying Agent a certificate giving the information specified in Clause 7.4.

**9.4 Notification:** The Replacement Agent shall, on issuing a replacement Bearer Note, Certificate, Coupon or Talon, forthwith inform the Issuer, the Guarantor and the other Agents of its certificate number and of the one that it replaces.

**9.5 Record keeping and inspection:** The Replacement Agent shall keep a full, complete and accurate record of all replacement Bearer Notes, Certificates, Coupons and Talons and shall make the record available at all reasonable times to each of the Issuer, the Guarantor and the Trustee for inspection and for the taking of copies of it or extracts from it.

**9.6 Presentation after Replacement:** If a Bearer Note, Certificate, Coupon or Talon that has been replaced is presented to an Agent for payment or exchange, that Agent shall forthwith inform the Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, which shall so inform the Issuer.

## 10 Additional Duties of the Transfer Agents

The Transfer Agent with which a Certificate is presented for the transfer of, or exercise of any Noteholders' option relating to, Registered Notes represented by it shall forthwith notify the Registrar of (1) the name and address of the holder of the Registered Note(s) appearing on such Certificate, (2) the certificate number of such Certificate and principal amount of the Registered Note(s) represented by it, (3) (in the case of an exercise of an option) the contents of the Exercise Notice, (4) (in the case of a transfer of, or exercise of an option relating to, part only) the principal amount of the Registered Note(s) to be transferred or in respect of which such option is exercised, and (5) (in the case of a transfer) the name and



address of the transferee to be entered on the Register and, subject to Clause 6.4, shall cancel such Certificate and forward it to the Registrar.

## **11 Additional Duties of the Registrar**

The Registrar shall maintain a Register for each Series of Registered Notes in London in accordance with the Conditions and the Regulations. The Register shall show the number of issued Certificates, their principal amount, their date of issue and their certificate number (which shall be unique for each Certificate of a Series) and shall identify each Registered Note, record the name and address of its initial holder, all subsequent transfers, exercises of options and changes of ownership in respect of it, the names and addresses of its subsequent holders and the Certificate from time to time representing it, in each case distinguishing between Registered Notes of the same Series having different terms as a result of the partial exercise of any option. The Registrar shall at all reasonable times during office hours make the Register available to the Issuer, the Guarantor, the Trustee, the Principal Paying Agent and the Transfer Agents for the taking of copies and the Registrar shall deliver to such persons all such lists of holders of Registered Notes, their addresses and holdings as they may request. In relation to each Series of Registered Notes which is held under the NSS, the Registrar agrees to perform the additional duties set out in Schedule 5 to this Agreement.

## **12 Regulations concerning Registered Notes**

The Issuer may, subject to the Conditions, from time to time with the approval of the Trustee, the Principal Paying Agent and the Registrar promulgate regulations concerning the carrying out of transactions relating to Registered Notes and the forms and evidence to be provided. All such transactions shall be made subject to the Regulations. The initial Regulations are set out in Schedule 2.

## **13 Documents and Forms**

**13.1 Principal Paying Agent:** The Issuer shall provide to the Principal Paying Agent in a sufficient quantity, in the case of Clauses 13.1.2(ii), 13.1.3 and 13.1.4, for distribution among the relevant Agents as required by this Agreement or the Conditions:

- 13.1.1** executed master Global Notes to be used from time to time for the purpose of issuing Notes in accordance with Clause 3;
- 13.1.2** if Definitive Notes in bearer form of any Series are to be issued, (i) such Definitive Notes and any related Coupons and Talons, duly executed on behalf of the Issuer, (ii) specimens of such Notes, Coupons and Talons and (iii) additional forms of such Notes, Coupons and Talons for the purpose of issuing replacements, at least 14 days before the Exchange Date for the relative Global Note (and the Principal Paying Agent (or its agent on its behalf) shall authenticate such Definitive Notes immediately before their issue);
- 13.1.3** all documents (including Exercise Notices) required under the Notes or by any stock exchange on which the Notes are listed to be available for issue or inspection during business hours (and the Paying Agents, in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available for collection or inspection to the Noteholders that are so entitled); and

13.1.4 forms of voting certificates and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such forms (and the Paying Agents, in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available to the relevant Noteholders and carry out the other functions set out in Schedule 3 of the Trust Deed).

**13.2 Registrar:** The Issuer shall provide the Registrar with enough blank Certificates (including Global Certificates) to meet the Transfer Agents' and the Registrar's anticipated requirements for Certificates upon the issue and transfer of each Series of Registered Notes and for the purpose of issuing replacement Certificates.

**13.3 Notes etc. held by Agents:** Each Agent (1) acknowledges that all forms of Notes, Certificates, Coupons and Talons delivered to and held by it pursuant to this Agreement shall be held by it as custodian only and it shall not be entitled to and shall not claim any lien or other security interest on such forms, (2) shall only use such forms in accordance with this Agreement, (3) shall maintain all such forms in safe custody, (4) shall take such security measures as may reasonably be necessary to prevent their theft, loss or destruction and (5) shall keep an inventory of all such forms and make it available to the Issuer, the Guarantor, the Trustee and the other Agents at all reasonable times.

## **14 Duties of Calculation Agent**

The Calculation Agent shall perform the duties expressed to be performed by it in the Conditions in respect of each Series of Notes in respect of which it is appointed as Calculation Agent. As soon as practicable after the relevant time on each Interest Determination Date or such time on such date as the Conditions may require to be calculated any rate or amount, any quotation to be obtained or any determination or calculation to be made by the Calculation Agent, the Calculation Agent shall determine such rate and calculate the Interest Amounts in respect of each denomination of the Notes for the relevant Interest Period or Interest Payment Date, calculate the Redemption Amount, obtain such quotation and/or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period or Interest Payment Date and, if required, the relevant Interest Payment Date and, if required to be calculated, any Redemption Amount to be notified to any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information, the Principal Paying Agent, the Issuer, each of the Paying Agents, the relevant Noteholders as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, or (ii) in all other cases, the fourth Business Day after such determination. If the Calculation Agent at any material time does not make any determination or calculation or take any action that it is required to do pursuant to the Conditions, it shall forthwith notify the Issuer, the Guarantor, the Trustee and the Principal Paying Agent.

In the event there are provisions in the Notes or the ISDA Definitions that require the Calculation Agent to exercise discretion, such references will be deemed to be references to the Calculation Agent acting upon instruction of the Issuer or the Issuer will appoint an independent financial adviser to make the relevant determination.

## **15 Fees and Expenses**

**15.1 Fees:** The Issuer or, failing the Issuer, the Guarantor shall pay to the Principal Paying Agent such fees, expenses and commissions in respect of the services of the Agents under this

Agreement as shall be agreed between the Issuer, the Guarantor and the Principal Paying Agent. Neither the Issuer nor the Guarantor shall be concerned with the apportionment of payment among the Agents.

- 15.2 Costs:** The Issuer or, failing the Issuer, the Guarantor shall also pay to the Principal Paying Agent an amount equal to any value added tax which may be payable in respect of the fees and commissions together with all expenses properly incurred by the Agents in connection with their services under this Agreement.
- 15.3 No abatement:** The fees, commissions and expenses payable to the Agents for services rendered and the performance of the Agents' obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by any Agent (or to its knowledge by any of its associates) in connection with any transaction effected by any such Agent with or for the Issuer or Guarantor.
- 15.4 Taxes:** The Issuer or, failing the Issuer, the Guarantor agrees to pay any and all stamp and other documentary taxes or duties, and any taxes (excluding any taxes on income, profits or gains of any Agent and any recoverable value added tax), in each case including any interest and penalties thereon or in connection herewith, which may be payable in connection with the execution, delivery, performance or enforcement of this Agreement by any Agent.

## **16 Exclusion of Liability**

- 16.1** Each of the Agents will only be liable to the Issuer and/or Guarantor for losses, liabilities, costs, expenses and demands arising directly from the performance of its obligations or the exercise of its powers under this Agreement suffered by or occasioned to the Issuer and/or the Guarantor (the "**Liabilities**") to the extent that such Agent has been negligent, fraudulent or in wilful default in respect of its obligations under the Agreement. For the avoidance of doubt the failure of an Agent to make a claim for payment on the Issuer, or to inform any other paying agent or clearing system of a failure on the part of the Issuer to meet any such claim or to make a payment by the stipulated date, shall not be deemed to constitute negligence, fraud or wilful default on the part of the Agent. Each of the Agents shall not otherwise be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by them in connection with this Agreement.
- 16.2** Liabilities arising under Clause 16.1 shall be limited to the amount of the Issuer's and/or the Guarantor's actual loss (such loss shall be determined as at the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) and without reference to any special conditions or circumstances known to the Agent at the time of entering into the Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall any Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, indirect, punitive or consequential loss or damage of any kind whatsoever, whether or not foreseeable, whether or not the Agent has been advised of the possibility of such loss or damages and regardless of whether the claim for loss or damage is made in negligence, breach of contract or otherwise.
- 16.3** The liability of the Agents under Clause 16.1 will not extend to any Liabilities arising through any acts, events or circumstances not 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, Liabilities 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.

## **17 Indemnity**

- 17.1 By Issuer and Guarantor:** The Issuer or, failing the Issuer, the Guarantor undertakes to indemnify each of the Agents and their directors, officers and employees, on an after tax basis against all losses, liabilities, costs, claims, actions, damages, expenses or demands (together, "**Losses**") (including, but not limited to, all costs, legal fees, charges and expenses (together, "**Expenses**") paid or properly incurred in disputing or defending any Losses) which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by any Agent under this Agreement, excluding any taxes on income, profits or gains of any Agent and any recoverable value added tax and except to the extent that any such Losses or Expenses result from such Agent's own wilful default, negligence or fraud or that of its directors, officers, employees or any of them.
- 17.2 By Agents:** Each Agent severally undertakes to indemnify each of the Issuer and the Guarantor against all Losses and Expenses which either of them may incur or which may be made against either of them as a result of such Paying Agent's appointment or the exercise of its powers or duties under this Agreement to the extent that any such Losses or Expenses result directly from such Agent's own wilful default, negligence or fraud or that of its directors, officers, employees or any of them. For the avoidance of doubt the Agent's liability under this Clause 17.2 shall be limited in the manner set out in Clauses 16.2 and 16.3.
- 17.3** These indemnities shall survive the termination and expiry of this Agreement and the resignation or removal of the Agents.

## **18 General**

- 18.1 No Agency or Trust:** In acting under this Agreement the Agents shall act solely as an agent of the Issuer and/or the Trustee and shall have no obligation towards or relationship of agency or trust with the holder of any Note, Coupon or Talon or any other third party.
- 18.2 Holder to be treated as Owner:** Except as otherwise required by law, each Agent shall treat the holder of a Note, Coupon or Talon as its absolute owner as provided in the Conditions and shall not be liable for doing so.
- 18.3 No Lien:** No Agent shall exercise any lien, right of set-off or similar claim against any holder of a Note or Coupon in respect of moneys payable by it under this Agreement.
- 18.4 No responsibility for default:** In the case of any default by the Issuer or Guarantor, the Agents shall have no duty to perform or responsibility for the performance of the Issuer's or Guarantor's obligations under the Conditions.
- 18.5 Taking of Advice:** Each Agent may consult on any matter with any legal adviser or other professional advisers selected by it, who may be an employee of or adviser to the Issuer or the Guarantor, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion.

- 18.6 Reliance on Documents etc.:** No Agent shall be liable in respect of anything done or suffered by it in reliance on a Note, Certificate, Coupon, Talon or other document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties.
- 18.7 Reliance on instructions, communications etc.:** Each of the Agents shall be protected and shall incur no liability for or in respect of action taken, omitted or suffered in reliance upon any instruction, communication (whether by telephone or e-mail), request or order from the Issuer, the Guarantor or the Trustee or any other document or upon written instructions from the Issuer, the Guarantor or the Trustee which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties.
- 18.8 No obligation to monitor:** No Agent shall be under any obligation to monitor or supervise, enquire about or satisfy itself as to the functions or acts of any of the parties and shall be entitled to assume, in the absence of express notice in writing to the contrary, that each other party is properly performing and complying with its obligations under the documents to which it is party and that no Event of Default, Potential Event of Default or other relevant event has occurred and shall have no liability to any person for any loss arising from any breach by that party or any such event.
- 18.9 Other Relationships:** Any Agent and any other person, whether or not acting for itself, may acquire, hold or dispose of any Note, Coupon, Talon or other security (or any interest therein) of the Issuer, the Guarantor or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person, in each case with the same rights as it would have had if that Agent were not an Agent and need not account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.
- 18.10 List of Authorised Persons:** Each of the Issuer and the Guarantor shall provide the Principal Paying Agent for itself and for delivery to each other Agent with a copy of the certified list of persons authorised to take action on behalf of the Issuer or the Guarantor, as the case may be, in connection with this Agreement and shall notify the Principal Paying Agent and each other Agent immediately in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised. Unless and until notified of any such change, each of the Agents shall be entitled to rely upon the certificate(s) delivered to them most recently and all instructions given in accordance with such certificate(s) shall be binding upon the Issuer and the Guarantor.
- 18.11 Compliance with applicable law:** Notwithstanding any other provision of this Agreement, the Agent shall be entitled to take any action or to refuse to take any action which the Agent regards as necessary for the Agent to comply with any applicable law, regulation, fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.
- 18.12 Legality and Validity of Agreement and Notes, Coupons or Talons:** The Agents shall not be responsible to anyone with respect to the legality of the Agreement or the validity or legality of the Notes, Coupons or Talons.

## **19 Changes in Agents**

- 19.1 Appointment and Termination:** In relation to any Series of Notes, the Issuer and the Guarantor may at any time appoint additional Paying Agents or Transfer Agents and/or

terminate the appointment of any Agent by giving to the Principal Paying Agent and that Agent at least 45 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes of that Series. Upon any letter of appointment being executed by or on behalf of the Issuer, the Guarantor and any person appointed as an Agent, such person shall become a party to this Agreement as if originally named in it and shall act as such Agent in respect of that or those Series of Notes in respect of which it is appointed.

- 19.2 Resignation:** In relation to any Series of Notes, any Agent may resign its appointment at any time, without giving reason therefor and, subject to Clause 16.1, without being responsible for any Losses or Liabilities incurred by such resignation, by giving the Issuer, the Guarantor and the Principal Paying Agent at least 45 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes of that Series.
- 19.3 Condition to Resignation and Termination:** No such resignation or (subject to Clause 19.5) termination of the appointment of the Principal Paying Agent, Registrar or Calculation Agent shall, however, take effect until a new Principal Paying Agent (which shall be a bank or trust company) or, as the case may be, Registrar or Calculation Agent has been appointed and no resignation or termination of the appointment of a Paying Agent or Transfer Agent shall take effect if there would not then be Paying Agents or Transfer Agents as required by the Conditions. If by the day falling 10 days before the expiry of any notice, the Issuer has not appointed a successor Agent then the Agent shall be entitled, on behalf of the Issuer and the Guarantor, to appoint in its place as a successor Agent a reputable financial institution of good standing which the Issuer shall approve.
- 19.4 Change of Office:** If an Agent changes the address of its specified office in a city it shall give the Issuer, the Guarantor, the Trustee and the Principal Paying Agent at least 60 days' notice of the change, giving the new address and the date on which the change is to take effect.
- 19.5 Automatic Termination:** The appointment of the Principal Paying Agent shall forthwith terminate if the Principal Paying Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or a substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding up or dissolution of the Principal Paying Agent, a receiver, administrator or other similar official of the Principal Paying Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the Principal Paying Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.
- 19.6 Delivery of Records:** If the Principal Paying Agent or Registrar resigns or its appointment is terminated, the Principal Paying Agent shall on the date on which the resignation or termination takes effect pay to the new Principal Paying Agent any amount held by it for payment in respect of the Notes or Coupons and the Principal Paying Agent or Registrar, as the case may be, shall deliver to the new Principal Paying Agent or Registrar the records kept by it and all documents and forms held by it pursuant to this Agreement (except such documents, records and forms as it is obliged by law or regulation to retain or not to release).

**19.7 Successor Corporations:** A corporation into which an Agent is merged or converted or with which it is consolidated or that results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without further formality. The Agent concerned shall forthwith notify such an event to the other parties to this Agreement.

**19.8 Notices:** The Principal Paying Agent shall give Noteholders and the Trustee at least 30 days' notice of any proposed appointment, termination, resignation or change under sub-Clauses 19.1 to 19.4 of which it is aware and, as soon as practicable, notice of any succession under Clause 19.7 of which it is aware. The Issuer shall give Noteholders and the Trustee, as soon as practicable, notice of any termination under Clause 19.5 of which it is aware.

## **20 Communications**

**20.1 Method:** Each communication under this Agreement shall be made by electronic communication or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to the Principal Paying Agent (or, in the case of the Principal Paying Agent, by it to each other party) for the purpose of this Agreement. The initial telephone number, postal address, electronic address and person so designated are set out in the Procedures Memorandum.

**20.2 Deemed Receipt:** Any communication from any party to any other under this Agreement shall be effective, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) after 5:00pm on a business day or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by electronic communication will be written legal evidence.

## **21 Notices**

**21.1 Notices:** Any communication shall be by letter or email to:

Any notice or other communication required to be given under this Agreement to any of the parties shall be delivered in person, sent by pre-paid post (first class if inland, first class airmail if overseas) or by email addressed to:

The Issuer and the Guarantor:	Claverton Down Road Claverton Down Bath BA2 7WW Email: <a href="mailto:treasury@wessexwater.co.uk">treasury@wessexwater.co.uk</a> (Attention: Group Treasurer)
The Trustee:	8 Canada Square Level 14

London  
E14 5HQ  
Tel no: +44 20 7991 4350  
Email: [ctla.trustee.admin@hsbc.com](mailto:ctla.trustee.admin@hsbc.com)  
(Attention: Issuer Services Trustee Administration)

The Principal Paying  
Agent:

8 Canada Square  
London  
E14 5HQ  
Tel no: +44 20 7991 4350  
Email: [ctlondon.conventional@hsbc.com](mailto:ctlondon.conventional@hsbc.com)  
(Attention: The Senior Manager, CT Client Services)

- 21.2 Publication:** At the request and expense of the Issuer, failing whom the Guarantor, the Principal Paying Agent shall arrange for the publication of all notices to Noteholders (other than those to be published by the Calculation Agent). Notices to Noteholders shall be published in accordance with the Conditions and, unless the Trustee otherwise directs, shall only be published in a form which has been approved by the Trustee.
- 21.3 Notices from Noteholders:** Each of the Principal Paying Agent and the Registrar shall promptly forward to the Issuer any notice received by it from a Noteholder whether electing to exchange a Global Note for Definitive Notes or otherwise.
- 21.4 Copies to the Trustee:** The Principal Paying Agent shall promptly send to the Trustee two copies of the form of every notice to be given to Noteholders for approval and of every such notice once published.

## **22 Governing Law and Jurisdiction**

- 22.1 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.
- 22.2 Submission to Jurisdiction:** In relation to any legal action or proceedings arising out of or in connection with this Agreement (“**Proceedings**”), each of the Issuer, the Guarantor and the Agents incorporated outside the United Kingdom irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of each of the other parties to this Agreement and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude any of them from taking Proceedings in any other jurisdiction (whether concurrently or not).



This Agreement has been entered into on the date stated at the beginning.

**WESSEX WATER SERVICES FINANCE PLC**

By:



Name:

MARK WATTS

**WESSEX WATER SERVICES LIMITED**

By: 

Name: *ANDY PYMER*

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

By:

Name:



BALJIT PUREWAL  
AUTHORISED SIGNATORY

**HSBC BANK PLC**

By:



Name:

BALJIT PUREWAL  
AUTHORISED SIGNATORY

**Schedule 1**  
**Form of Exercise Notice for Redemption Option**

**WESSEX WATER SERVICES FINANCE PLC**  
**Euro Medium Term Note Programme**  
**guaranteed by**  
**Wessex Water Services Limited**  
**Series No: [●]**

By depositing this duly completed Notice with any Paying Agent or Transfer Agent for the Notes of the above Series (the “Notes”) the undersigned holder of such of the Notes as are, or are represented by the Certificate that is, surrendered with this Notice and referred to below irrevocably exercises its option to have such Notes, or the principal amount of Notes specified below redeemed on [●] under Condition [8(g)/8(h)] of the Notes.

This Notice relates to Notes in the aggregate principal amount of [●], bearing the following certificate numbers:

If the Notes (or the Certificate representing them) to which this Notice relates are to be returned, or, in the case of a partial exercise of an option in respect of a single holding of Registered Notes, a new Certificate representing the balance of such holding in respect of which no option has been exercised is to be issued, to their holder, they should be returned by post to <sup>(1)</sup>:

**Payment Instructions**

Please make payment in respect of the above Notes as follows:

\*(a) by [currency] cheque drawn on a bank in [the principal financial centre of the currency] and mailed to the \*[above address/address of the holder appearing in the Register].

\*(b) by transfer to the following [currency] account:

Bank:

Branch Address:

Branch Code:

Account Number:

Account Name:

\*Delete as appropriate

Signature of holder:

Certifying signature <sup>(2)</sup>:

[To be completed by recipient Paying Agent or Transfer Agent]

Received by:

[Signature and stamp of Paying Agent or Transfer Agent]

At its office at:

On:

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### Notes

- 1 A paper Form of Exercise Notice for Redemption Option is only required for Notes in definitive form.
- 2 The Agency Agreement provides that Notes or Certificates so returned or Certificates issued will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent. This section need only be completed in respect of Registered Notes if the Certificate is not to be forwarded to the Registered Address.
- 3 The signature of any person relating to Registered Notes shall conform to a list of duly authorised specimen signatures supplied by the holder of such Notes or (if such signature corresponds with the name as it appears on the face of the Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent may reasonably require. A representative of the holder should state the capacity in which they sign.
- 4 This Exercise Notice is not valid unless all of the paragraphs requiring completion are duly completed.
- 5 The Agent with whom the above Notes or Certificates are deposited shall not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the Notes, Certificates or any of them unless such loss or damage was caused by the fraud or negligence of such Agent or its directors, officers or employees.

## Schedule 2

### Regulations concerning the Transfer and Registration of Notes

**These provisions are applicable separately to each Series of Notes.**

- 1** Each Certificate shall represent an integral number of Registered Notes.
- 2** Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, each holder of more than one Registered Note shall be entitled to receive only one Certificate in respect of their holding.
- 3** Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, the joint holders of one or more Registered Notes shall be entitled to receive only one Certificate in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the register of the holders of Registered Notes in respect of the joint holding. All references to “holder”, “transferor” and “transferee” shall include joint holders, transferors and transferees.
- 4** The executors or administrators of a deceased holder of Registered Notes (not being one of several joint holders) and, in the case of the death of one or more of joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Issuer as having any title to such Registered Notes.
- 5** Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may, upon producing such evidence that they hold the position in respect of which they propose to act under this paragraph or of their title as the Transfer Agent or the Registrar shall require (including legal opinions), be registered himself as the holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The Issuer, the Transfer Agents and the Registrar may retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Notes.
- 6** Upon the initial presentation of a Certificate representing Registered Notes to be transferred or in respect of which an option is to be exercised or any other Noteholders’ right to be demanded or exercised, the Transfer Agent or the Registrar to whom such Note is presented shall request reasonable evidence as to the identity of the person (the “**Presentor**”) who has executed the form of transfer on the Certificate or other accompanying notice or documentation, as the case may be, if such signature does not conform to any list of duly authorised specimen signatures supplied by the registered holder. If the signature corresponds with the name of the registered holder, such evidence may take the form a certifying signature by a notary public or a recognised bank. If the Presentor is not the registered holder or is not one of the persons included on any list of duly authorised persons supplied by the registered holder, the Transfer Agent or Registrar shall require reasonable evidence (which may include legal opinions) of the authority of the Presentor to act on behalf of, or in substitution for, the registered holder in relation to such Registered Notes.

**Schedule 3**  
**Accountholder Certificate of Non-U.S. Citizenship and Residency**

**WESSEX WATER SERVICES FINANCE PLC**  
**(the “Issuer”)**  
**Euro Medium Term Note Programme**  
**guaranteed by**  
**Wessex Water Services Limited**  
**Series No. [●] Tranche No. [●]**  
**(the “Securities”)**

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States person(s)**”), (ii) are owned by United States person(s) that (A) are the foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (B) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such financial institution on the date hereof (and in either case (A) or (B), each such financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)) this is further to certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the “**Act**”) then this is also to certify that, except as set forth below (i) in the case of debt securities, the Securities are beneficially owned by (a) non-U.S. person(s) or (b) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act; or (ii) in the case of equity securities, the Securities are owned by (x) non-U.S. person(s) (and such person(s) are not acquiring the Securities for the account or benefit of U.S. person(s)) or (y) U.S. person(s) who purchased the Securities in a transaction which did not require registration under the Act. If this certification is being delivered in connection with the exercise of warrants pursuant to Section 903(b)(5) of Regulation S under the Act, then this is further to certify that, except as set forth below, the Securities are being exercised by and on behalf of non-U.S. person(s). As used in this paragraph the term “**U.S. person**” has the meaning given to it by Regulation S under the Act.

As used herein, “**United States**” means the United States of America (including the States and the District of Columbia); and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your Operating Procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.



This certification excepts and does not relate to [●] in principal amount of such Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certificate is required in connection with certain tax laws and, if applicable, certain securities laws, of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Dated: \_\_\_\_\_

\_\_\_\_\_

The account holder, as, or as agent for, the beneficial owner(s) of the Securities to which this Certificate applies.

**Schedule 4**  
**Clearing System Certificate of Non-U.S. Citizenship and Residency**

**WESSEX WATER SERVICES FINANCE PLC**  
**Euro Medium Term Note Programme**  
**guaranteed by**  
**Wessex Water Services Limited**  
**Series No. [●] Tranche No. [●]**  
**(the “Securities”)**

This is to certify that, based solely on certifications we have received in writing, from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our “**Member Organisations**”) substantially to the effect set forth in the Agency Agreement, as of the date hereof, [●] principal amount of the above-captioned Securities (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States persons**”), (ii) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of a category contemplated in Section 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the “**Act**”) then this is also to certify with respect to such principal amount of Securities set forth above that, except as set forth below, we have received in writing, , from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion, substantially to the effect set forth in the Agency Agreement.

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest in respect of) the Global Security excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [●] [●] \*

Yours faithfully

**[EUROCLEAR BANK SA/NV**  
as operator of the Euroclear System]

or

**[CLEARSTREAM BANKING S.A.]**

By: .....

\* [Not earlier than the Exchange Date as defined in the temporary Global Note.]

## **Schedule 5**

### **Obligations regarding Notes in NGN form and Registered Notes held under the NSS**

In relation to each Series of Notes that is represented by a NGN or which is held under the NSS, the Principal Paying Agent or the Registrar, as the case may be, will comply with the following provisions:

- 1** The Principal Paying Agent or the Registrar will inform each of Euroclear and Clearstream, Luxembourg through the Common Service Provider of the initial issue outstanding amount for the Notes on or prior to the relevant Issue Date.
- 2** If any event occurs that requires a mark up or mark down of the records which either Euroclear or Clearstream, Luxembourg holds for its customers to reflect such customers' interest in the Notes, the Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) to ensure that (i) the issue outstanding amount of any Notes which are in NGN form, as set out in the records of Euroclear and Clearstream, Luxembourg, or (ii) the records of Euroclear and Clearstream, Luxembourg reflecting the issue outstanding amount of any Registered Notes held under the NSS, remains accurate at all times.
- 3** The Principal Paying Agent or the Registrar will at least monthly perform a reconciliation process with Euroclear and Clearstream, Luxembourg (through the Common Service Provider) with respect to the issue outstanding amount for the Notes and will promptly inform Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any discrepancies.
- 4** The Principal Paying Agent or the Registrar will promptly assist Euroclear and Clearstream, Luxembourg (through the Common Service Provider) in resolving any discrepancy identified in the issue outstanding amount of any Notes in NGN form or in the records reflecting the issue outstanding amount of any Registered Notes held under the NSS.
- 5** The Principal Paying Agent or the Registrar will promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
- 6** The Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
- 7** The Principal Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) copies of all information that is given to the holders of the Notes.
- 8** The Principal Paying Agent or the Registrar will promptly pass on to the Issuer all communications it receives from Euroclear and Clearstream, Luxembourg directly or through the Common Service Provider relating to the Notes.
- 9** The Principal Paying Agent or the Registrar will (to the extent known to it) promptly notify Euroclear and Clearstream, Luxembourg (through the Common Service

Provider) of any failure by the Issuer to make any payment due under the Notes when due.