

EXECUTION VERSION

Dated 3 February 2016

CARUNA NETWORKS OY

as the Company, a Borrower, the Borrower Security Group Agent and a Cash Manager

CARUNA NETWORKS B.V.

as Parent and a Cash Manager

SUOMI POWER B.V.

as DutchCo and a Cash Manager

CARUNA NETWORKS SÄHKÖNSIIRTO OY

as Bidco One and a Cash Manager

CARUNA NETWORKS ESPOO OY

as Bidco Two and a Cash Manager

CARUNA OY

as Caruna Oy, a Borrower and a Cash Manager

CARUNA ESPOO OY

as Caruna Espoo, a Borrower and a Cash Manager

BNP PARIBAS SECURITIES SERVICES (ACTING THROUGH ITS LUXEMBOURG BRANCH)

as Borrower Standstill Cash Manager

CITIBANK N.A., LONDON BRANCH

as Borrower Security Trustee

POHJOLA BANK PLC

as Account Bank

BORROWER ACCOUNT BANK AGREEMENT

Linklaters

Ref: SDR
Linklaters LLP

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This Agreement is made on 3 February 2016.

Between:

- (1) **CARUNA NETWORKS OY**, a company incorporated in Finland with limited liability (registered number 2584904-3) (the “**Company**”, a “**Borrower**”, “**Borrower Security Group Agent**” and a “**Cash Manager**”);
- (2) **CARUNA NETWORKS B.V.**, a company incorporated in the Netherlands with limited liability (registered number 33298467) (the “**Parent**”);
- (3) **SUOMI POWER B.V.**, a company incorporated in the Netherlands with limited liability (registered number 59235853) (“**DutchCo**”);
- (4) **CARUNA NETWORKS SÄHKÖNSIIRTO OY**, a company incorporated in Finland with limited liability (registered number 2586933-5) (“**Bidco One**”);
- (5) **CARUNA NETWORKS ESPOO OY**, a company incorporated in Finland with limited liability (registered number 2586931-9) (“**Bidco Two**”);
- (6) **CARUNA OY**, a company incorporated in Finland with limited liability (registered number 1618314-7) (“**Caruna Oy**”, a “**Borrower**” and a “**Cash Manager**”);
- (7) **CARUNA ESPOO OY**, a company incorporated in Finland with limited liability (registered number 2059588-1) (“**Caruna Espoo**”, a “**Borrower**” and a “**Cash Manager**”);
- (8) **BNP PARIBAS SECURITIES SERVICES (ACTING THROUGH ITS LUXEMBOURG BRANCH)** as borrower cash manager during a Standstill Period (the “**Borrower Standstill Cash Manager**”);
- (9) **POHJOLA BANK PLC** as account bank (which expression shall include such company and all other persons or companies for the time being acting as the account bank) (the “**Account Bank**”); and
- (10) **CITIBANK N.A., LONDON BRANCH** as borrower security trustee for the Borrower Secured Creditors (in this capacity, the “**Borrower Security Trustee**”),

(together, the “**Parties**” and each a “**Party**”).

Whereas:

- (A) The Account Bank has agreed to be the bank at which each of the Borrower Accounts are maintained, and to provide certain services to the Borrowers and, following the delivery of an Acceleration Notice, the Borrower Security Trustee in relation to monies standing to the credit of the Borrower Accounts and payments thereto.
- (B) The Parties to this Agreement have agreed that the Borrower Accounts shall be operated on the terms and subject to the conditions contained in this Agreement, schedule 8 (*Cash Management*) to the Common Terms Agreement and the Borrower STID.

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

- 1.1.1 Unless otherwise defined in this Agreement or the context otherwise requires, words used in this Agreement have the meanings and construction ascribed to

them in the master definitions agreement dated the date hereof between, *inter alios*, the Borrowers and the Borrower Security Trustee (the “**Master Definitions Agreement**”).

1.1.2 In this Agreement:

“**Borrower Account Mandate**” means, in relation to any Borrower Account, the resolutions, instructions and signature authorities relating to such Borrower Account in accordance with the Account Bank’s standard documentation.

1.2 Construction and Interpretation

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

1.3 Accounts

A reference to a bank account includes each sub or ledger account of that account and any replacement account.

1.4 Conflict

In the event of any conflict between any term of any Borrower Account Mandate and the terms of this Agreement, the terms of this Agreement shall prevail.

2 Incorporation of Borrower STID

2.1 This Agreement and the rights and obligations of the Parties under this Agreement are subject to the terms and conditions of the Common Terms Agreement, the Borrower STID and the Borrower Security Documents, and each of the Parties agrees to be bound by the terms of those agreements as if they had been set out in full, *mutatis mutandis*, in this Agreement.

2.2 If there is any conflict between the provisions of the Common Terms Agreement, the Borrower STID or the Borrower Security Documents and the provisions of this Agreement, the provisions of the Common Terms Agreement, the Borrower STID or the relevant Borrower Security Document, as applicable, will prevail.

2.3 Where, under this Agreement, the Borrower Security Trustee is entitled or required to exercise any of its powers, trusts, authorities, duties and discretions pursuant to this Agreement, such exercise will be subject to the provisions of the Borrower STID. In the event of any inconsistency between this Agreement and the Borrower STID in respect of the Borrower Security Trustee's powers, trusts, authorities, duties and discretions, the terms of the Borrower STID shall prevail.

3 Appointment of Account Bank

3.1 Each Obligor appoints the Account Bank to act as Account Bank and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Account Bank under the terms hereof and to act as its non-exclusive agent, in its name and on its behalf, to provide the services provided for in, and in accordance with the terms of, this Agreement. The Account Bank accepts such appointment and agrees to be bound by the obligations relating to the Account Bank which are contained in this Agreement.

3.2 The Account Bank hereby acknowledges that, following delivery of an Acceleration Notice, it shall act on the instructions of the Borrower Security Trustee in relation to the Borrower Accounts as further specified in this Agreement.

3.3 The Account Bank hereby acknowledges that following the commencement of a Standstill Period and until such Standstill Period is terminated in accordance with the terms of the Borrower STID (and the Account Bank has been notified of such termination by the Borrower Standstill Cash Manager or the Borrower Security Trustee, provided that, if the Account Bank receives an Acceleration Notice, it agrees to act on the instructions of the Borrower Security Trustee only and shall not require additional notification of the termination of the Standstill Period), it shall act on the instructions of the Borrower Standstill Cash Manager in relation to the Borrower Accounts as further specified in this Agreement.

4 Duties and Responsibilities of Account Bank and the Obligors

4.1 Each Obligor has opened and shall maintain with the Account Bank the Borrower Accounts set out under its name in Schedule 1 (*Borrower Accounts*).

4.2 No Obligor has, and no Obligor shall open or maintain, any other accounts at any other banks or financial institutions unless otherwise permitted in accordance with the terms of the Borrower Finance Documents or if otherwise required by law.

4.3 The Account Bank shall, at all times during the term of this Agreement, perform its obligations with all due care, skill and diligence and in the utmost good faith.

4.4 Each Obligor confirms that it has provided the Account Bank with Borrower Account Mandates in accordance with the Account Bank's standard documentation in relation to its Borrower Accounts set out in Schedule 1 (*Borrower Accounts*) and, for each Borrower Account Mandate, the relevant extract from the minutes of the meeting of its board approving such Borrower Account Mandates.

4.5 The Account Bank confirms that each of the Borrower Accounts detailed in Schedule 1 (*Borrower Accounts*) has been duly opened and that it has received the Borrower Account Mandates (and relevant board minutes' extracts) in relation to those Borrower Accounts referred to in Clause 4.4 above (as applicable).

4.6 Each Obligor confirms that it shall promptly provide the Account Bank with an additional Borrower Account Mandate (and relevant board minutes' extracts of their approval and other relevant documentation) in accordance with the Account Bank's standard documentation containing instructions and signing authorities in relation to each Borrower Account opened subsequent to the date hereof.

4.7 As required, the Company, Caruna Oy and/or Caruna Espoo (as the case may be) may open a Borrower Liquidity Standby Account with the Account Bank. On or prior to opening such account, the Company, Caruna Oy or Caruna Espoo (as applicable) shall provide the Account Bank (copied to the Borrower Liquidity Facility Agent) with a Borrower Account Mandate in respect of such Borrower Liquidity Standby Account and ensure the delivery by the Borrower Liquidity Facility Agent of relevant Borrower Account Mandates to the Account Bank.

4.8 The Company, Caruna Oy and/or Caruna Espoo (as the case may be) may open a Debt Service Reserve Account with the Account Bank. On or prior to opening such account, the

Company, Caruna Oy and/or Caruna Espoo (as applicable) shall provide the Account Bank (copied to the Borrower Liquidity Facility Agent) with a Borrower Account Mandate in respect of such Debt Service Reserve Account.

5 Operation of Borrower Accounts

5.1 Operation

- 5.1.1 No Obligor shall withdraw or transfer amounts from any Borrower Account or give instructions in relation to the relevant Borrower Accounts, otherwise than in accordance with, or as not expressly prohibited by, the terms of schedule 8 (*Cash Management*) to the Common Terms Agreement and this Agreement. Other than in connection with the Overdraft Facility or any cash-pooling arrangements permitted under paragraph (f) of the definition of Permitted Financial Indebtedness, no Borrower Account shall be permitted to become overdrawn and no Obligor may give any instruction to the Account Bank or otherwise operate any Borrower Account in any manner that may cause it to become overdrawn.
- 5.1.2 The Borrower Liquidity Facility Agent and, subject to Clauses 5.2.2 and 5.2.3, the Company, Caruna Oy and/or Caruna Espoo (as the case may be) shall operate any Borrower Liquidity Standby Account in accordance with the terms of the Borrower Liquidity Facility Agreement.

5.2 Instructions

- 5.2.1 Prior to any Standstill Period, or any period following a Standstill which has terminated in accordance with clause 19.4.1(iii) (*Termination of Standstill*) of the Borrower STID, each Obligor (or the relevant Cash Manager on its behalf) shall give the Account Bank all payment instructions (in accordance with the Borrower Account Mandate) necessary to enable the Account Bank to operate the relevant Borrower Account in accordance with the terms of schedule 8 (*Cash Management*) to the Common Terms Agreement, schedule 2 (*Post-Enforcement Priority of Payments*) to the Borrower STID, this Agreement and normal banking practice in Finland.
- 5.2.2 Upon receipt by the Account Bank of notice of the commencement of a Standstill Period, Clause 3.3 shall apply and the Borrower Standstill Cash Manager shall give the Account Bank all payment instructions (in accordance with the Borrower Account Mandate) necessary to enable the Account Bank to operate the relevant Borrower Accounts in accordance with schedule 8 (*Cash Management*) to the Common Terms Agreement and normal banking practice in Finland.
- 5.2.3 After the delivery of the written notice from the Borrower Security Trustee to the Account Bank stating that it has delivered to the Borrower Security Group Agent an Acceleration Notice and receipt by the Account Bank of the same, Clause 3.2 shall apply and the Account Bank shall act in accordance with the instructions of the Borrower Security Trustee, including in relation to any payment instructions necessary to enable the Account Bank to operate the relevant Borrower Account in accordance with the terms of schedule 2 (*Post-Enforcement Priority of Payments*) to the Borrower STID and normal banking practice in Finland.
- 5.2.4 Subject to Clause 5.3 (*Balances of Borrower Accounts*), the Account Bank shall comply with any direction or instruction given to it by an Obligor (or the relevant

Cash Manager on its behalf), the Borrower Security Trustee, the Borrower Standstill Cash Manager or, as the case may be, any Receiver appointed by the Borrower Security Trustee, in accordance with Clause 5.2.1, 5.2.2 or 5.2.3 above (as applicable) as soon as reasonably practicable, but shall not be liable for any delay or failure to implement any such instructions where such delay or failure results from:

- (i) an act or omission on the part of any person other than an agent or delegate of the Account Bank; or
- (ii) delivery of manual payment instructions or directions after 10 a.m. (London time) on any Business Day requesting same day action be taken, or delivery of any other instructions or directions which, in the opinion of the Account Bank acting reasonably, do not include sufficient information for the Account Bank to execute the payment instructions or allow insufficient time from the date of receipt of the instruction or direction to the time specified for completion of the requested action or actions as set out in the relevant instruction, in each case, subject to the agreement concerning the transmission of payment orders by fax entered or to be entered into between the relevant parties,

unless caused by its own gross negligence, wilful default, fraud, bad faith, breach of this Agreement or failure to comply with generally accepted practices in the Finnish banking market. Each payment instruction given to the Account Bank under this Agreement is subject to the Account Bank's general terms and conditions for payments prevailing at the time of receiving a payment instruction and the Account Bank agrees to notify the Borrower Security Group Agent of all changes to such general terms and conditions in accordance with such terms and conditions. The Borrower Security Group Agent will forward a copy of such changes to the Borrower Security Trustee promptly upon receipt.

- 5.2.5** The Account Bank shall promptly notify the relevant instructing party (being the relevant Obligor, the relevant Cash Manager or, following the commencement of a Standstill Period, the Borrower Standstill Cash Manager or, following the delivery of an Acceleration Notice, the Borrower Security Trustee, and following the notification of any appointment of a Receiver appointed by the Borrower Security Trustee, any such Receiver) when the Account Bank becomes aware that any instruction cannot be complied with for a reason set out in Clause 5.2.4(i) or 5.2.4(ii). Any notification received under this Clause will be forwarded by the relevant instructing party to the Borrower Standstill Cash Manager and the Borrower Security Trustee.

5.3 Balances of Borrower Accounts

- 5.3.1** If, on any Business Day, any Obligor (or the relevant Cash Manager on its behalf) notifies the Account Bank that it is unable to ascertain the balance of any Borrower Account, the Account Bank shall use reasonable endeavours to notify the relevant Obligor (and the relevant Cash Manager) (i) of the balance of that Borrower Account as at the close of business on the immediately preceding Business Day and (ii) of amounts that are clearing on that Borrower Account at regular intervals during the course of such Business Day.

5.3.2 The Account Bank shall use its reasonable endeavours to assist the relevant Obligor (and the relevant Cash Manager, as applicable) in resolving any discrepancy which the relevant Obligor (and the relevant Cash Manager, as applicable) identifies with its records as to the balance of any Borrower Account, provided that nothing in this Clause 5.3 shall impose any obligation on the Account Bank other than to provide assistance to the relevant Obligor (and the relevant Cash Manager, as applicable) in this regard and the Account Bank shall have no responsibility in respect of the resolution of any such discrepancy.

5.4 Borrower Security Trustee

5.4.1 After the Borrower Security has become enforceable, the Borrower Security Trustee (or a Receiver appointed by the Borrower Security Trustee) may withdraw amounts standing to the credit of any Borrower Account to meet amounts due and payable by an Obligor whether under the Borrower Finance Documents or otherwise in accordance with the Borrower Security Documents, and the Account Bank shall comply with any direction or instruction given to it by the Borrower Security Trustee in accordance with Clause 5.2.3.

5.4.2 After the Borrower Security has become enforceable, in the event of any conflict between any instructions given to the Account Bank by the Borrower Security Trustee and any other person (including the Borrower Standstill Cash Manager), the instructions of the Borrower Security Trustee shall prevail.

5.5 Borrower Standstill Cash Manager

After the commencement of a Standstill Period, the Borrower Standstill Cash Manager may withdraw amounts standing to the credit of any Borrower Account to meet amounts due and payable by any Obligor under the Borrower Finance Documents and the Account Bank shall comply with any direction or instruction given to it by the Borrower Standstill Cash Manager in accordance with Clause 5.2.2.

5.6 Borrower Cash Management

Notwithstanding anything contained in this Agreement, the Account Bank is not under any obligation to monitor or verify the Obligor's compliance with its obligations under schedule 8 (*Cash Management*) to the Common Terms Agreement.

6 Notice and Acknowledgement of Security

6.1 Notice of Security

Each Obligor undertakes to pledge any future accounts under the laws of Finland in accordance with the relevant Finnish law governed Borrower Security Document to which it is a party.

6.2 Compliance with directions in respect of Borrower Accounts

6.2.1 Each Obligor irrevocably authorises and instructs the Account Bank and the Account Bank agrees:

- (i) to disclose to the Borrower Security Trustee and the Borrower Standstill Cash Manager without any reference to or further authority from the relevant Obligor and without any enquiry as to the justification of such disclosure, such information relating to the Borrower Accounts and the

sums therein as the Borrower Security Trustee or the Borrower Standstill Cash Manager (as applicable) is entitled to request from an Obligor pursuant to the Borrower Finance Documents, provided that the Account Bank is not under any obligation to verify whether the provision of such information is permitted under the Borrower Finance Documents and a copy of any such request shall be delivered simultaneously to each Cash Manager, the Borrower Security Trustee or the Borrower Standstill Cash Manager (as applicable); and

- (ii) to pay all monies received by the Account Bank for the account of each relevant Obligor to (and only to) the credit of the Borrower Accounts in the name of the relevant Obligor as specified in this Agreement and in accordance with the Account Bank's general terms and conditions for payments prevailing at that time.

6.2.2 The Account Bank agrees, upon receipt of written notice from the Borrower Security Trustee, that it has delivered to the Borrower Security Group Agent an Acceleration Notice:

- (i) that it shall not permit any amount to be withdrawn from any of the Borrower Accounts without the prior written consent of the Borrower Security Trustee and shall hold all sums from time to time standing to the credit of the Borrower Accounts to the order of the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee;
- (ii) to pay all monies received by the Account Bank for the account of the each Obligor to (and only to) the credit of the Borrower Accounts in the name of the relevant Obligor as specified in this Agreement and in accordance with the Account Bank's general terms and conditions for payments prevailing at that time;
- (iii) to comply with the terms of any written notice or instructions relating to the Borrower Accounts which it receives at any time from the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee without any reference to or further authority from any Obligor or any Cash Manager, and without any enquiry by it as to the justification for or validity of such notice or instruction until notified by the Borrower Security Trustee or such Receiver to the contrary;
- (iv) that it shall send all statements and notices given by the Account Bank relating to the Borrower Accounts to the Borrower Security Trustee; and
- (v) to deliver copies of documents and records held by the Account Bank in respect of the relevant Borrower Account(s) to the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee or as the Borrower Security Trustee or any Receiver shall direct in such notice, provided however that such notice shall be deemed not to apply to any document or record a copy of which the Account Bank is obliged not to release by any law or regulation,

provided that the liability of the Borrower Security Trustee pursuant to any of the provisions hereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Account Bank shall be limited to amounts for the time being

held by the Borrower Security Trustee on the trusts contained in the Borrower Security Documents and available for such purpose.

6.2.3 The Account Bank agrees, upon receipt of written notice of the commencement of a Standstill Period by the Borrower Standstill Cash Manager and as long as no written notice from the Borrower Security Trustee:

- (i) in respect of the termination of the Standstill in accordance with Clause 19.4.1(iii) (*Termination of Standstill*) of the Borrower STID; or
- (ii) referred to in Clause 6.2.2,

has been delivered to the Account Bank:

- (a) that it shall not permit any amount to be withdrawn from any of the Borrower Accounts without the prior written consent of the Borrower Standstill Cash Manager and shall hold all sums from time to time standing to the credit of the Borrower Accounts to the order of the Borrower Standstill Cash Manager;
- (b) that it shall not pay or release all or any part of the sums from time to time standing to the credit of the Borrower Accounts except in accordance with the written instructions of the Borrower Standstill Cash Manager at any time or times;
- (c) to comply with the terms of any written notice or instructions relating to the Borrower Accounts which it receives at any time from the Borrower Standstill Cash Manager without any reference to or further authority from any Obligor or a Cash Manager and without any enquiry by it as to the justification for or validity of such notice or instruction until notified by the Borrower Standstill Cash Manager to the contrary;
- (d) that it shall send all statements and notices given by the Account Bank relating to the Borrower Accounts to the Borrower Standstill Cash Manager; and
- (e) to deliver copies of documents and records held by the Account Bank in respect of the relevant Borrower Account(s) to the Borrower Standstill Cash Manager or as the Borrower Standstill Cash Manager shall direct in such notice, provided however that such notice shall be deemed not to apply to any document or record a copy of which the Account Bank is obliged not to release by any law or regulation,

provided that the liability of the Borrower Standstill Cash Manager pursuant to any of the provisions hereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Account Bank shall be limited to amounts for the time being held by the Borrower Standstill Cash Manager on the trusts contained in the Borrower Security Documents and available for such purpose.

6.2.4 The Account Bank represents, warrants and undertakes to the Borrower Security Trustee that, other than in relation to cash-pooling arrangements permitted under paragraph (f) of the definition of Permitted Financial Indebtedness, it has neither claimed or exercised nor will claim or exercise any Security, set-off, combination/consolidation, counter-claim or other rights in respect of the Borrower

Accounts, the sums therein or the debts represented thereby without the prior written consent of the Borrower Security Trustee.

- 6.2.5 The Account Bank confirms that it has not received notice of any interest of any third party in or any previous assignments of, charges over or trusts in respect of, the Borrower Accounts other than the Existing Security which shall be discharged on the Closing Date.

7 Indemnity

- 7.1 The Company shall, and shall procure that each other Obligor will, at all times, on an after-Tax basis, indemnify and keep indemnified the Account Bank fully and effectively from and against all losses, liabilities, claims, actions, damages and for all proper costs and expenses (including proper legal fees and disbursements) (in each case other than any Excluded Tax) incurred by the Account Bank in complying with any instruction delivered pursuant to and in accordance with this Agreement. The indemnity contained in this Clause 7 shall not extend to any losses, liabilities, claims, actions, damages, costs and expenses incurred by the Account Bank to the extent that the same arise from any breach by the Account Bank of its obligations under this Agreement or any Borrower Account Mandate, in each case, to the extent that the same arise from the gross negligence, fraud, bad faith or wilful default by the Account Bank or its employees, agents or delegates.
- 7.2 The provisions of this Clause 7 shall survive the termination of this Agreement.

8 Miscellaneous

8.1 No Duty to Enquire

- 8.1.1 The Account Bank shall not be under any obligation to enquire as to the purpose of any withdrawal from a Borrower Account.
- 8.1.2 The Account Bank shall be entitled to assume, except where it has actual notice of any fraud, bad faith or wilful default by an Obligor, that all instructions given by the relevant Obligor, the Cash Manager, the Borrower Standstill Cash Manager, the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee to withdraw or transfer amounts from the relevant Borrower Account are given in accordance with schedule 2 (*Post-Enforcement Priority of Payments*) to the Borrower STID, schedule 8 (*Cash Management*) to the Common Terms Agreement and this Agreement.
- 8.1.3 Any instruction, certificate or document delivered pursuant to this Agreement shall be conclusive in the absence of manifest error.
- 8.1.4 The Account Bank shall be entitled to act on reliance of any certificate or document so delivered in the absence of manifest error. The Account Bank shall be entitled to rely upon all information given to it by an Obligor, a Cash Manager, the Borrower Standstill Cash Manager, the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee, as applicable, without the need for further verification on its part.
- 8.1.5 The Account Bank shall not be liable for any losses resulting from any delay or failure to perform its obligations under this Agreement where such delay or failure results from a delay or failure to provide it with sufficient information required by it unless caused by its gross negligence, wilful default, fraud or bad faith or from the

breach by it or its employees, agents or delegates of the provisions of this Agreement. The Account Bank shall promptly notify the relevant Obligor, the Borrower Security Trustee, the relevant Cash Manager, the Borrower Standstill Cash Manager or any Receiver appointed by the Borrower Security Trustee, whoever is the instructing party at that time, of any additional information required by it and use all reasonable endeavours thereafter to perform an instruction of such party and its obligations under this Agreement.

- 8.1.6 An Obligor (or the relevant Cash Manager on its behalf) (or, following the commencement of a Standstill Period, the Borrower Standstill Cash Manager) (or, following delivery an Acceleration Notice, the Borrower Security Trustee or any Receiver appointed by the Borrower Security Trustee) and the Account Bank may, from time to time, agree, in writing, rules governing the operation of the Borrower Accounts in order to resolve administration problems and facilitate the operation of this Agreement.
- 8.1.7 The Account Bank shall not be obliged to do or omit to do anything if it would, or might in the Account Bank's reasonable opinion, constitute a breach of Sanctions.

8.2 Interest on Balances

Each sum credited to a Borrower Account from time to time shall, from the time it is so credited until the time it is withdrawn therefrom (whether for the purpose of making a Cash Equivalent Investment or otherwise applied in accordance with the terms of this Agreement), bear interest on a daily basis at such rate as the Obligors (or the relevant Cash Manager on its behalf) may from time to time agree with the Account Bank being no less than the rates paid by the Account Bank to customers of similar standing of the Account Bank for deposits of comparable size, currency and maturity as those deposited by the Obligors and, save as otherwise specified in this Agreement or as otherwise agreed between the Account Bank and, as applicable, the Obligors (or the relevant Cash Manager on its behalf) or the Borrower Security Trustee (as applicable) from time to time, such interest shall be added to the balance on such Borrower Account on each relevant interest payment date in respect of the Borrower Accounts agreed between the Parties without withholding or deduction save to the extent required by applicable laws or regulations.

9 Termination and Resignation of Account Bank

9.1 Resignation

The Account Bank may resign its appointment upon not less than 120 days' notice to the Borrower Security Group Agent and each Cash Manager (with a copy to the Borrower Security Trustee and the Borrower Standstill Cash Manager), provided that:

- 9.1.1 in respect of the Borrower Accounts, if such resignation would otherwise take effect less than 30 days before or after the date upon which the Security created under the Borrower Security Documents is released, or any Payment Date, it shall not take effect until the thirtieth day following such date; and
- 9.1.2 in each case, such resignation shall not take effect until a substitute Account Bank has been duly appointed consistent, and/or in accordance with, Clause 9.4 (*Substitute Account Bank*) or Clause 9.5 (*Account Bank may appoint substitutes*).

9.2 Termination

The Obligors may jointly revoke their appointment of the Account Bank by not less than 30 days' notice to the Account Bank (with a copy to the Borrower Security Trustee and the Borrower Standstill Cash Manager). Such revocation shall not take effect until a substitute has been duly appointed in accordance with Clause 9.4 (*Substitute Account Bank*) or Clause 9.5 (*Account Bank may appoint substitutes*).

9.3 Automatic Termination

9.3.1 The appointment of the Account Bank shall terminate forthwith if an Insolvency Event occurs in relation to the Account Bank.

9.3.2 If the appointment of the Account Bank is terminated in accordance with Clause 9.3.1, the Account Bank shall forthwith, upon becoming aware of such, notify the Borrower Security Group Agent, each Cash Manager, the Borrower Standstill Cash Manager and the Borrower Security Trustee.

9.3.3 If the appointment of the Account Bank is terminated in accordance with Clause 9.3.1, the Obligors shall forthwith jointly appoint a substitute Account Bank in accordance with Clause 9.4 (*Substitute Account Bank*).

9.4 Substitute Account Bank

The Obligors may jointly appoint a substitute Account Bank and shall forthwith give notice of any such appointment to each Cash Manager, the Borrower Standstill Cash Manager, the Borrower Security Trustee, the Account Bank and the Borrower Hedge Counterparty, provided that the substitute Account Bank is a reputable and experienced financial institution rated at least the Minimum Long Term Rating by the Rating Agencies and provided further that the substitute Account Bank enters into an agreement in the form of (and on the same terms as) this Agreement.

9.5 Account Bank may appoint substitutes

If the Account Bank gives notice of its resignation in accordance with Clause 9.1 (*Resignation*) and by the 10th day before the expiry of such notice a substitute Account Bank has not been duly appointed in accordance with Clause 9.4 (*Substitute Account Bank*), the Account Bank may itself, following such consultation with the Borrower Security Group Agent as is practicable in the circumstances, appoint as its substitute Account Bank any reputable and experienced financial institution which is rated, provided such substitute Account Bank enters into an agreement in the form of (and on substantially the same terms as) this Agreement. The Account Bank shall give notice of such appointment to the Borrower Security Trustee, the Borrower Security Group Agent, each Cash Manager, the Hedge Counterparties and the Borrower Standstill Cash Manager, whereupon the Borrower Security Trustee, the Cash Manager, each Obligor, the Borrower Standstill Cash Manager and such substitute Account Bank shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement substantially in the form of (and on substantially the same terms as) this Agreement.

9.6 Merger

9.6.1 Substitute through merger

Any legal entity into which the Account Bank is merged or converted or any legal entity resulting from any merger or conversion to which the Account Bank is a party shall, to the extent permitted by applicable law, be the substitute Account Bank without any further formality.

9.6.2 Rights and obligations upon merger

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

9.6.3 Notice of merger

Notice of any such merger or conversion shall forthwith be given by such substitute to the Borrower Security Trustee, each Cash Manager, the Borrower Security Group Agent and the Borrower Standstill Cash Manager.

9.7 Account Bank downgrade

If the Account Bank ceases to have at least the Minimum Long Term Rating by the Rating Agencies (an “**Account Bank Downgrade**”), the Obligors shall use reasonable efforts to procure the appointment of a replacement account bank which meets the requirements of Clause 9.4 (*Substitute Account Bank*) within 30 days of the earlier of receipt of the notice of the Account Bank Downgrade from the Account Bank and any Obligor becoming aware of the Account Bank Downgrade.

10 Change of Account Bank

10.1 Termination

If this Agreement is terminated, the Account Bank shall take reasonable steps to assist the Parties in effecting an orderly termination of the banking arrangements provided for in this Agreement, including arranging the transfer of any cash in the Borrower Accounts to new accounts and the creation of new security in favour of the Borrower Security Trustee for itself and on behalf of the Borrower Secured Creditors pursuant to the Borrower Security Documents.

10.2 Transfer of Borrower Accounts

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

11 Borrower Security Trustee as a Party

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

12 Account Bank Discretions, Non Recourse and Exclusion of Liabilities

12.1 Discretions

The Account Bank may:

- 12.1.1 assume, unless it has, in its capacity as Account Bank, received notice to the contrary from the Borrower Standstill Cash Manager or from the Borrower Security Trustee, that no Event of Default or Standstill has occurred and is continuing;
- 12.1.2 engage and pay for proper costs in relation to the advice or services of any lawyers, accountants, surveyors or other experts whose advice or services may to it seem reasonably necessary, expedient or desirable and rely upon any advice so obtained;
- 12.1.3 rely as to any matters of fact which might reasonably be expected to be within the knowledge of any Obligor upon a certificate signed by or on behalf of the relevant Obligor; and
- 12.1.4 in the absence of actual knowledge of fraud or deception, rely upon any communication or document believed by it to be genuine.

Notwithstanding any other provision to the contrary, the Account Bank is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality.

12.2 No recourse

Subject to Clause 6.2.4 and Clause 13.1 (*No set-off exercised against Borrower Accounts*) and the Post-Enforcement Priority of Payments, the Account Bank acknowledges that it will have no recourse against any funds standing to the credit of the Borrower Accounts or against any other account in respect of its fees or expenses that are attributable to an Obligor.

12.3 Exclusion of Liabilities

Where the Account Bank exercises or fails to exercise any judgment, discretion or power vested in it under this Agreement or any other Borrower Finance Document, it shall not accept any responsibility for:

- 12.3.1 any liabilities, losses, costs, damages or expenses which may be suffered as a result of the exercise or non-exercise of such judgment, discretion or power; or
- 12.3.2 the legality, validity, effectiveness, adequacy or enforceability of this Agreement, any security over the Borrower Accounts or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with this Agreement,

save in the case of the gross negligence, wilful default, fraud or bad faith, in each case, on the part of the Account Bank or its employees, agents or delegates.

13 Acknowledgements by the Account Bank

It is agreed as follows:

13.1 No set-off exercised against Borrower Accounts

The Account Bank may not set off, transfer, combine or withhold payment of any sum standing to the credit of the Borrower Accounts or combine, consolidate or merge any Borrower Account with any other account of an Obligor, any Cash Manager, the Borrower Standstill Cash Manager or the Borrower Security Trustee in or towards or conditionally upon satisfaction of any liabilities to it of any Obligor, any Cash Manager, the Borrower Standstill Cash Manager or the Borrower Security Trustee.

13.2 Notification of termination or breach of representation

The Account Bank will notify the Borrower Security Trustee immediately upon becoming aware if, at any time before this Agreement is terminated in accordance with Clause 9 (*Termination and Resignation of Account Bank*), any of the representations and warranties contained in Clause 14 (*Account Bank Representations and Warranties*) cease to be true.

14 Account Bank Representations and Warranties

The Account Bank represents and warrants to each Obligor, each Cash Manager, the Borrower Standstill Cash Manager and the Borrower Security Trustee that:

14.1.1 it is rated at least the Minimum Long Term Rating; and

14.1.2 the Account Bank has obtained all necessary corporate authority and action to sign and deliver and perform its obligations under this Agreement.

15 No Recourse

15.1 No recourse

To the extent not prohibited by applicable laws or regulations but otherwise notwithstanding anything to the contrary contained herein or any other Borrower Security Document, no recourse under any obligation, covenant or agreement of any Party contained herein shall be had against any shareholder, officer, director or employee of such party, as such by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Parties, and that no personal liability whatsoever shall attach to or be incurred by the shareholders, officers, directors or employees of any Party, as such, or any of them under or by reason of any of the obligations, covenants or agreements of any such Party contained herein, or implied therefrom, and that any and all personal liability for breaches by any Party of any of such obligations, covenants or agreements, either at common law or at equity, or by statute or constitution, of every such shareholder, officer, director or employee is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

15.2 Survival

The provisions of this Clause 15 shall survive the termination of this Agreement.

16 Borrower Account Statements

The Account Bank agrees that at any time before either:

- (i) the date upon which the Security created under the Borrower Security Documents is released; or

- (ii) the delivery of an Acceleration Notice by the Borrower Security Trustee;
- (iii) as soon as reasonably practicable following written request by any Obligor (or a Cash Manager or its behalf); and
- (iv) on a daily or monthly basis, as applicable for as long as this Agreement is in full force and effect,

the Account Bank will provide statements in respect of the Borrower Accounts to each Cash Manager for the three months immediately preceding the date of such request or delivery date (as applicable) or as otherwise agreed. Upon the commencement of a Standstill Period, the Account Bank's obligation under this Clause 16 will be owed to the Borrower Standstill Cash Manager pursuant to Clause 6.2.2(iv) and shall continue until the Borrower Standstill Cash Manager notifies the Account Bank that the Standstill Period has ended or the Borrower Security Trustee notifies the Account Bank that an Acceleration Notice has been delivered. Upon the delivery of an Acceleration Notice by the Borrower Security Trustee, the Account Bank's obligation under this Clause 16 will be owed to the Borrower Security Trustee pursuant to Clause 6.2.2(iv) and shall continue until the Borrower Security Trustee notifies the Account Bank that the Security created under the Borrower Security Documents has been released.

17 Information

The Account Bank shall (subject to all applicable laws, rules and regulation) disclose to the Borrower Security Group Agent, each Cash Manager, the Borrower Standstill Cash Manager, the Borrower Security Trustee and their respective auditors and any professional adviser appointed by either of them, without any enquiry as to the justification of such disclosure, such information relating to the Borrower Accounts as they are entitled to receive pursuant to the Borrower Finance Documents or that they may request on reasonable notice.

18 Notices

Notices hereunder shall be sent in accordance with clause 18 (*Notices*) of the Common Terms Agreement.

19 Third Party Rights

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20 Account Bank Fee

Each Obligor shall pay to the Account Bank a one-off Account Bank fee in the amount and in the manner agreed in a separate fee letter entered into between the Account Bank and each Obligor on or about the date of this Agreement.

21 VAT

Sums payable exclusive of VAT: Any sum set out in any Borrower Finance Document as payable, or otherwise payable pursuant to a Borrower Finance Document by the Company and the Obligors to the Account Bank, shall be deemed to be exclusive of any VAT which is

or becomes chargeable on any supply or supplies for which that sum (or any part thereof) is the whole or part of the consideration for VAT purposes.

22 Counterparts

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

23 Governing Law and Jurisdiction

23.1 Submission

For the benefit of the Borrower Security Trustee and the Account Bank, the Parties each agree that the courts of England have exclusive jurisdiction to settle any disputes in connection with this Agreement (including any non-contractual obligations arising out of or in connection with it) and, accordingly, submits to the jurisdiction of the English courts. Nothing in this Clause 23.1 limits the right of the Borrower Security Trustee or the Account Bank to bring proceedings against any Obligor (whether individually or collectively) in connection with this Agreement in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

23.2 Forum convenience and enforcement abroad

Each Obligor:

23.2.1 waives objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and

23.2.2 agrees that a judgment or order of an English court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

23.3 Governing law

This Agreement and all matters connected with or arising from this Agreement (including non-contractual obligations) are governed by English law.

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

Schedule 1
Borrower Accounts

Borrower Accounts held at the Account Bank			
Accountholder	Company ID	Account Number	BIC Code
CARUNA NETWORKS OY	2584904-3	FI12 5000 0120 3260 86	OKOYFIHH
		FI87 5000 0120 3260 94	OKOYFIHH
		FI86 5000 0120 3377 52	OKOYFIHH
CARUNA NETWORKS B.V.	<i>The Parent shall notify the Parties of account details once the relevant account has been opened.</i>		
SUOMI POWER B.V.	<i>DutchCo shall notify the Parties of account details once the relevant account has been opened.</i>		
CARUNA NETWORKS SÄHKÖNSIIRTO OY	2586933-5	FI65 5000 0120 3261 02	OKOYFIHH
		FI64 5000 0120 3377 60	OKOYFIHH
CARUNA NETWORKS ESPOO OY	2586931-9	FI43 5000 0120 3261 10	OKOYFIHH
		FI63 5000 0120 3377 78	OKOYFIHH
CARUNA OY	1618314-7	FI42 5000 0120 3261 28	OKOYFIHH
		FI19 5000 0120 3377 94	OKOYFIHH
		FI05 5000 0120 3206 83	OKOYFIHH
		FI43 5000 0120 3340 64	OKOYFIHH
CARUNA ESPOO OY	2059588-1	FI20 5000 0120 3261 36	OKOYFIHH
		FI94 5000 0120 3378 02	OKOYFIHH
		FI27 5000 0120 3206 75	OKOYFIHH

SIGNATORIES

Company, Borrower, Cash Manager and Borrower Security Group Agent


**EXECUTED by CARUNA NETWORKS
OY**

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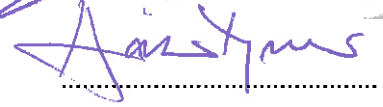
acting by

Authorised Attorney

Authorised Attorney

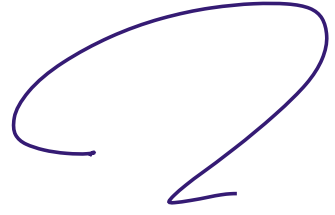


Jyrki Tammivuori



Parent and Cash Manager

**EXECUTED by CARUNA NETWORKS
B.V.**



acting by

Authorised Attorney

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Authorised Attorney

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Parent and Cash Manager

**EXECUTED by CARUNA NETWORKS
B.V.**



acting by

Authorised Attorney

P.P.J.M. Bloemen
Managing Director

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Authorised Attorney

A horizontal dotted line is positioned below the signature, serving as a baseline for the signature.

DutchCo and Cash Manager

EXECUTED by SUOMI POWER B.V.

acting by

Authorised Attorney

Authorised Attorney



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A horizontal dotted line is positioned below the signature, extending across the width of the signature.

DutchCo and Cash Manager

EXECUTED by SUOMI POWER B.V.

acting by

Authorised Attorney



P.P.J.M. Bloemen
Managing Director

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Authorised Attorney

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BidCo One and Cash Manager


**EXECUTED by CARUNA NETWORKS
SÄHKÖNSIIRTO OY**

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acting by

Authorised Attorney

Authorised Attorney



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Jyrki Tammivuori
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BidCo Two and Cash Manager

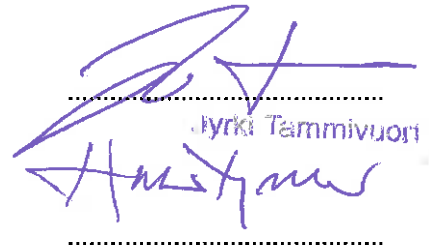
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Authorised Attorney

Authorised Attorney



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Borrower and Cash Manager

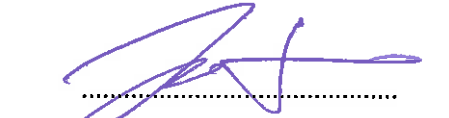
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Authorised Attorney

Authorised Attorney

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Jyrki Tammivuori
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Borrower and Cash Manager


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acting by

Authorised Attorney

Authorised Attorney

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Jyrki Tammivuori
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Borrower Standstill Cash Manager

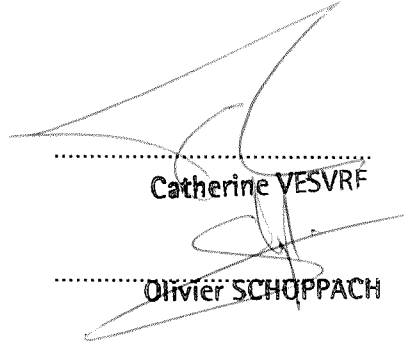
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SECURITIES SERVICES (ACTING
THROUGH ITS LUXEMBOURG
BRANCH)**

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acting by

Authorised Signatory

Authorised Signatory



Catherine VESVRF
Olivier SCHOPPACH

Borrower Security Trustee

**EXECUTED by a Delegated Signatory
of CITIBANK N.A., LONDON BRANCH**

}

Delegated Signatory



Account Bank

EXECUTED by POHJOLA BANK PLC



acting by

Authorised Signatory

Authorised Signatory

A handwritten signature in black ink, appearing to read 'Olli-Pekka Nurmenniemi', is written above a horizontal dotted line.

Olli-Pekka Nurmenniemi

A handwritten signature in blue ink, appearing to read 'Merja Ihalainen', is written above a horizontal dotted line.

Merja Ihalainen