

Dated 3 February 2016

TRANSMISSION FINANCE DAC
as Issuer

and

CITIBANK, N.A., LONDON BRANCH
as Issuer Cash Manager

and

CITIBANK, N.A., LONDON BRANCH
as Issuer Security Trustee

and

BNP PARIBAS LONDON BRANCH
as Issuer Account Bank

ISSUER ACCOUNT BANK AGREEMENT

Linklaters

Ref: L-238060

Linklaters LLP

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This Agreement is made on 3 February 2016 between:

- (1) **TRANSMISSION FINANCE DAC**, a designated activity company limited by shares incorporated in Ireland (registered number 568526) (the “**Issuer**”);
- (2) **CITIBANK, N.A., LONDON BRANCH**, in its capacity as Issuer Cash Manager (the “**Issuer Cash Manager**”);
- (3) **BNP PARIBAS LONDON BRANCH**, a company incorporated under the laws of the Republic of France as a *société anonyme* having its registered office at 16 Boulevard des Italiens, 75009 Paris, France, acting through its London Branch with offices at 10 Harewood Avenue, London NW1 6AA, United Kingdom, as issuer account bank (which expression shall include such company and all other persons or companies for the time being acting as the issuer account bank) (the “**Issuer Account Bank**”); and
- (4) **CITIBANK, N.A., LONDON BRANCH** as issuer security trustee for the Issuer Secured Creditors (in this capacity, the “**Issuer Security Trustee**”) (together, the “**Parties**” and each a “**Party**”).

Whereas:

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

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions: Unless otherwise defined in this Agreement or the context otherwise requires, words used in this Agreement have the meanings and construction ascribed to them in the security trust and intercreditor deed dated the date hereof between, *inter alios*, the Issuer and the Issuer Security Trustee (the “**Issuer STID**”).

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 Clause 1.2 (*Construction*) of the Issuer STID (*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 Issuer Account Mandate and the terms of this Agreement, the terms of this Agreement shall prevail.

2 Incorporation of Issuer 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 Issuer STID and the Issuer Security Documents and each of the Parties hereto 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 Issuer STID or the Issuer Security Documents and the provisions of this Agreement, the provisions of the Issuer STID or the relevant Issuer Security Document, as applicable, will prevail.
- 2.3** Where, under this Agreement, the Issuer 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 Issuer STID and the Issuer Security Documents. In the event of any inconsistency between this Agreement and the Issuer STID in respect of the Issuer Security Trustee's powers, trusts, authorities, duties and discretions, the terms of the Issuer STID shall prevail.

3 Appointment of Issuer Account Bank

- 3.1** The Issuer appoints the Issuer Account Bank to act as Issuer Account Bank and to exercise such rights, powers, authorities and discretions as are expressly delegated to the Issuer Account Bank under the terms hereof and to act as the Issuer's non-exclusive agent, in its name and on its behalf, to provide the services provided for in, and in accordance with the express terms of, this Agreement. The Issuer Account Bank accepts such appointment and agrees to be bound by the obligations relating to the Issuer Account Bank which are expressly contained in this Agreement. No implied duties or obligations of the Issuer Account Bank shall be read into any such documents or any other Issuer Finance Document.
- 3.2** The Issuer Account Bank hereby acknowledges that following receipt of written notice of delivery of an Acceleration Notice, it shall act, save in relation to the Issuer Profit Account, on the instructions of the Issuer Security Trustee in relation to the Issuer Accounts (other than the Issuer Profit Account) as further specified in this Agreement.

4 Duties and Responsibilities of Issuer Account Bank and the Issuer

- 4.1** The Issuer has opened and shall maintain with the Issuer Account Bank the Issuer Accounts set out under its name in Schedule 1 (*Accounts*).
- 4.2** The Issuer has no other, and shall not open or maintain any other, accounts at any other banks or financial institutions unless otherwise permitted in accordance with the terms of the Issuer Finance Documents or if otherwise required by law.
- 4.3** The Issuer 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** The Issuer confirms that it has provided the Issuer Account Bank with account mandates in accordance with the Issuer Account Bank's standard documentation containing instructions and signing authorities in relation to its Accounts set out in Schedule 1 (*Accounts*) and, for each account mandate, the relevant extract from the minutes of the board meeting of the Issuer approving such account mandate.

- 4.5** The Issuer Account Bank confirms that each of the Issuer Accounts detailed in Schedule 1 (*Accounts*) has been duly opened and that it has received the account mandates (and relevant board minutes' extracts) in relation to those Accounts referred to in Clause 4.4 above (as applicable) and that such account mandates are operative and supersede any previous account mandates or arrangements with the Issuer Account Bank, subject to the terms of this Agreement.
- 4.6** The Issuer confirms that it shall promptly provide the Issuer Account Bank with additional account mandates (and relevant board minutes' extracts of their approval and other relevant documentation) in accordance with the Issuer Account Bank's standard documentation containing instructions and signing authorities in relation to each Account opened subsequent to the date hereof. The Issuer confirms that it shall not amend any account mandate without the consent of the Issuer Security Trustee.
- 4.7** As required, the Issuer may open a Issuer Liquidity Standby Account with the Issuer Account Bank. On or prior to opening such account, the Issuer shall provide the Issuer Account Bank (copied to the Issuer Liquidity Facility Agent) with a mandate in respect of such Issuer Liquidity Standby Account and ensure the delivery by the Issuer Liquidity Facility Agent of relevant mandates in the form of the Issuer Account Bank's standard documentation to the Issuer Account Bank.
- 4.8** The Issuer may open a Issuer Debt Service Reserve Account with the Issuer Account Bank. On or prior to opening such account, the Issuer shall provide the Issuer Account Bank (copied to the Issuer Liquidity Facility Agent) with a mandate in the form provided by the Issuer Account Bank in respect of such Issuer Debt Service Reserve Account.

5 Operation of Accounts

5.1 Operation

- 5.1.1** The Issuer shall not withdraw or transfer amounts from any Issuer Account or give instructions in relation to the relevant Issuer Accounts, otherwise than in accordance with the terms of the Issuer Cash Management Agreement, this Agreement and the Issuer STID. No Issuer Account shall be permitted to become overdrawn and the Issuer may not give any instruction to the Issuer Account Bank or otherwise operate any Account in any manner that may cause it to become overdrawn. The Issuer Account Bank shall not be liable to account to the Issuer for any profits made by the Issuer Account bank for use as a banker of the Issuer's funds.
- 5.1.2** The Issuer Liquidity Facility Agent and, subject to sub-Clause 5.2.2, the Issuer shall operate the Issuer Liquidity Standby Account in accordance with the terms of the Issuer Liquidity Facility Agreement.

5.2 Instructions

- 5.2.1** The Issuer (or the Issuer Cash Manager on its behalf) shall (subject to sub-Clause 5.2.2 below) give the Issuer Account Bank all payment instructions necessary to enable the Issuer Account Bank to operate the relevant Issuer Account in accordance with the terms of the Issuer Cash Management Agreement, Schedule 5 (*Post-Enforcement Priority of Payments*) to the Issuer STID, this Agreement and normal banking practice in the United Kingdom. Such payment

instructions shall be submitted electronically using the Issuer Account Bank's electronic banking system ("**Connexis**") or upon the Issuer (or the Issuer Cash Manager on its behalf) sending a signed pdf instruction by email to the Issuer Account Bank at ukbs.control@uk.bnpparibas.com or such other address as should be notified to the Issuer Cash Manager by the Issuer Account Bank, in each case by 3.00 p.m. for payments to be made on the same day.

5.2.2 After the delivery of the written notice from the Issuer Security Trustee to the Issuer Account Bank stating that it has delivered to the Issuer an Acceleration Notice and receipt by the Issuer Account Bank of the same, Clause 3.2 (*Appointment of Issuer Account Bank*) shall apply and the Issuer Account Bank shall act in accordance with the instructions of the Issuer Security Trustee (or an agent on its behalf, which may be the Issuer Cash Manager), including in relation to any payment instructions necessary to enable the Issuer Account Bank to operate (with the exception of the Issuer Profit Account) the relevant Issuer Account in accordance with the terms of Schedule 5 (*Post-Enforcement Priority of Payments*) to the Issuer STID and normal banking practice in the United Kingdom. Such payment instructions shall be submitted electronically using the Issuer Account Bank's electronic banking system ("**Connexis**") or upon the Issuer Security Trustee (or agent on its behalf, which may be the Issuer Cash Manager) sending a signed pdf instruction by email to the Issuer Account Bank at ukbs.control@uk.bnpparibas.com or such other address as should be notified to the Issuer Cash Manager by the Issuer Account Bank in each case by 3.00 p.m. for payments to be made on the same day.

5.2.3 Subject to Clause 5.3 (*Balances of Issuer Accounts*), the Issuer Account Bank shall comply with any direction or instruction given to it by the Issuer (or the Issuer Cash Manager on its behalf), the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) or, as the case may be, any Receiver in accordance with sub-Clauses 5.2.1 or 5.2.2 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 Issuer Account Bank; or
- (ii) delivery of manual payment instructions or directions after 3.00 p.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 Issuer Account Bank acting reasonably, do not include sufficient information for the Issuer 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 electronic transmission of payment orders,

unless caused by the Issuer Account Bank's own gross negligence, wilful misconduct or fraud. Each payment instruction given to the Issuer Account Bank under this Agreement is subject to the Issuer Account Bank's general terms and conditions for payments prevailing at the time of receiving a payment instruction and the Issuer Account Bank agrees to notify the Issuer of all changes to such general terms and conditions in accordance with such terms and conditions. The

Issuer will forward a copy of such changes to the Issuer Cash Manager and the Issuer Security Trustee promptly upon receipt.

- 5.2.4** The Issuer Account Bank shall promptly notify the relevant instructing party (being the Issuer and the Issuer Cash Manager and, following the delivery of an Acceleration Notice, the Issuer Security Trustee (or the Issuer Cash Manager on its behalf), and following the notification of any appointment of a Receiver, any Receiver) when the Issuer Account Bank becomes aware that any instruction cannot be complied with for a reason set out in Clauses 5.2.3(i) or 5.2.3(ii) above. Any notification received under this sub-Clause will be forwarded by the relevant instructing party to the Issuer Cash Manager and the Issuer Security Trustee.
- 5.2.5** The Issuer hereby irrevocably authorises and instructs the Issuer Cash Manager to operate all Issuer Accounts from time to time.

5.3 Balances of Issuer Accounts

- 5.3.1** If, on any Business Day, the Issuer (or the Issuer Cash Manager on its behalf) notifies the Issuer Account Bank in writing that it is unable to ascertain the balance of any Issuer Account, the Issuer Account Bank shall use reasonable endeavours to notify the Issuer and the Issuer Cash Manager (i) of the balance of that Issuer Account as at the close of business on the immediately preceding Business Day and (ii) of amounts that are clearing on that Issuer Account at regular intervals during the course of such Business Day.
- 5.3.2** The Issuer Account Bank shall use its reasonable endeavours to assist the Issuer and the Issuer Cash Manager, as applicable, in resolving any discrepancy which the Issuer or the Issuer Cash Manager identifies with its records as to the balance of any Issuer Account, provided that nothing in this Clause 5.3.2 shall impose any obligation on the Issuer Account Bank other than to provide assistance to the Issuer and the Issuer Cash Manager in this regard and the Issuer Account Bank shall have no responsibility in respect of the resolution of any such discrepancy.

5.4 Issuer Security Trustee

- 5.4.1** After the Issuer Security has become enforceable, the Issuer Security Trustee (or a Receiver) may withdraw amounts standing to the credit of any Issuer Account (with the exception of the Issuer Profit Account) to meet amounts due and payable by the Issuer whether under the Issuer Finance Documents or otherwise in accordance with the Issuer Security Documents and the Issuer Account Bank shall comply with any direction or instruction given to it by the Issuer Security Trustee in accordance with sub-Clause 5.2.2. Thereafter, the Issuer agrees that it will no longer be permitted to give the instructions pursuant to Clause 5.2 (*Instructions*), and the Issuer Account Bank shall no longer accept any such instructions.
- 5.4.2** In the event of any conflict between any instructions given to the Issuer Account Bank by the Issuer Security Trustee and any other person (including the Issuer Cash Manager), the instructions of the Issuer Security Trustee shall prevail.

5.5 Issuer Cash Management Agreement

Notwithstanding anything contained in this Agreement, the Issuer Account Bank is not under any obligation to monitor or verify the Issuer's compliance with its obligations under the Issuer Cash Management Agreement or this Agreement.

5.6 Issuing and Paying Agent Notification

Provided that it has received a notice from the Issuer or the Issuer Cash Manager as to when the relevant payment is to occur under Clause 4.2 (*Preadvice of Payment*) of the Agency Agreement and such notice provides the relevant contact details of the Issuing and Paying Agent, the Issuer Account Bank shall (on behalf of the Issuer) provide to the Issuing and Paying Agent a payment confirmation by telex/facsimile or other means for the time being in common usage no later than 2.00 p.m. on the second Business Day immediately preceding the date on which any payment is to be made to the Issuing and Paying Agent under Clause 4.1 (*Payment to the Issuing and Paying Agent*) of the Agency Agreement.

6 Notice and Acknowledgement of Security

6.1 Notice of Security

The Issuer undertakes to pledge any future accounts and receivables under the laws of England and shall perfect such pledge by a delivery of a separate notice to the relevant Issuer Account Bank for the acknowledgement by that Issuer Account Bank, upon creation of such accounts or receivables, including the Issuer Accounts opened pursuant to the terms of this Agreement.

6.2 Compliance with directions in respect of Issuer Accounts

6.2.1 The Issuer irrevocably authorises and instructs the Issuer Account Bank and the Issuer Account Bank agrees, save in relation to the Issuer Profit Account:

- (i) to disclose to the Issuer Security Trustee and the Issuer Cash Manager without any reference to or further authority from the Issuer and without any enquiry as to the justification of such disclosure, such information relating to the Issuer Accounts and the sums therein as the Issuer Security Trustee or the Issuer Cash Manager (as applicable) is entitled to request from the Issuer pursuant to the Issuer Finance Documents provided that the Issuer Account Bank is not under any obligation to verify whether the provision of such information is permitted under the Issuer Finance Documents and a copy of any such request shall be delivered simultaneously to the Issuer Cash Manager and the Issuer Security Trustee; and
- (ii) to pay all monies received by the Issuer Account Bank for the account of the Issuer to (and only to) the credit of the Issuer Accounts in the name of the Issuer as specified in this Agreement and in accordance with the Issuer Account Bank's general terms and conditions for payments prevailing at that time.

6.2.2 The Issuer Account Bank agrees, save in relation to the Issuer Profit Account, upon receipt of written notice from the Issuer Security Trustee that it has delivered to the Issuer an Acceleration Notice:

- (i) that it shall not permit any amount to be withdrawn from any of the Issuer Accounts without the prior written consent of the Issuer Security Trustee

and shall hold all sums from time to time standing to the credit of the Issuer Accounts to the order of the Issuer Security Trustee or any Receiver;

- (ii) to pay all monies received by the Issuer Account Bank for the account of the Issuer to (and only to) the credit of the Issuer Accounts in the name of the Issuer as specified in this Agreement and in accordance with the Issuer 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 Issuer Accounts which it receives at any time from the Issuer Security Trustee or any Receiver without any reference to or further authority from the Issuer or the Issuer Cash Manager (except where the Issuer Security Trustee has instructed the Issuer Cash Manager to act on its behalf) and without any enquiry by it as to the justification for or validity of such notice or instruction until notified by the Issuer Security Trustee or such Receiver to the contrary;
- (iv) that it shall send all statements and notices given by the Issuer Account Bank relating to the Issuer Accounts to the Issuer Security Trustee (and the Issuer Cash Manager, where the Issuer Security Trustee has instructed the Issuer Cash Manager to act on its behalf); and
- (v) to deliver copies of documents and records held by the Issuer Account Bank in respect of the relevant Issuer Account(s) to the Issuer Security Trustee or any Receiver or as the Issuer 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 Issuer Account Bank is obliged not to release by any law or regulation,

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

6.2.3 The Issuer Account Bank undertakes to the Issuer Security Trustee that it will not claim or exercise any security interest, set-off, combination/consolidation, counter-claim or other rights in respect of the Issuer Accounts, the sums therein or the debts represented thereby without the prior written consent of the Issuer Security Trustee.

6.2.4 The Issuer 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 Issuer Accounts other than the existing security interests which shall be discharged on the Initial Issue Date.

7 Indemnity

7.1 The Issuer shall at all times, on an after Tax basis, indemnify and keep indemnified the Issuer Account Bank fully and effectively from and against all losses, liabilities, claims, actions, damages and for all costs and expenses (including legal fees and disbursements) properly incurred by the Issuer Account Bank in connection with this Agreement, with any

such payment to be made in accordance with the Pre-Enforcement Priority of Payment. The indemnity contained in this Clause shall not extend to any losses, Liabilities, claims, actions, damages, costs and expenses incurred by the Issuer Account Bank to the extent that the same arise from gross negligence, wilful misconduct or fraud by the Issuer Account Bank.

- 7.2** The provisions of this Clause 7 shall survive the termination of this Agreement or the termination of the appointment of the Issuer Account Bank.

8 Miscellaneous

8.1 No Duty to Enquire

- 8.1.1** The Issuer Account Bank shall not be under any obligation to enquire as to the purpose of any withdrawal from an Issuer Account.
- 8.1.2** The Issuer Account Bank shall be entitled to assume except where it has actual notice of any fraud, bad faith or wilful default by the Issuer that all instructions given by the Issuer, the Issuer Cash Manager, the Issuer Security Trustee or any Receiver appointed by the Issuer Security Trustee to withdraw or transfer amounts from any Issuer Account (with the exception of the Issuer Profit Account) are given in accordance with Schedule 5 (*Post-Enforcement Priority of Payments*) to the Issuer STID and this Agreement and the Issuer Cash Management 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 Issuer Account Bank shall be entitled to act on reliance of any certificate or document so delivered in the absence of manifest error. The Issuer Account Bank shall be entitled to rely upon all information given to it by the Issuer, the Issuer Cash Manager, the Issuer Security Trustee or any Receiver, as applicable, without the need for further verification on its part.
- 8.1.5** The Issuer Account Bank shall not be liable for any Liabilities 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 misconduct or fraud. The Issuer Account Bank shall promptly notify the Issuer, the Issuer Security Trustee, the Issuer Cash Manager or any Receiver, 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 the Issuer, the Issuer Security Trustee, the Issuer Cash Manager or any Receiver and its obligations under this Agreement.
- 8.1.6** The Issuer (or the Issuer Cash Manager on its behalf) (or, following delivery an Acceleration Notice, the Issuer Security Trustee (or the Issuer Cash Manager on its behalf) or any Receiver) and the Issuer Account Bank may, from time to time, agree, in writing, rules governing the operation of the Issuer Accounts in order to resolve administration problems and facilitate the operation of this Agreement.

8.2 Interest on Balances

Each sum credited to an Issuer 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 EONIA minus 0.25 per cent, such interest shall be added to (or deducted from depending on the EONIA rate at the time) the balance on such Issuer Account on each relevant interest payment date in respect of the Issuer Accounts agreed between the Parties hereto without withholding or deduction save to the extent required by applicable laws or regulations.

9 Termination and Resignation of Issuer Account Bank

9.1 Resignation

The Issuer Account Bank may resign its appointment upon not less than 90 days' notice to the Issuer and the Issuer Cash Manager (with a copy to the Issuer Security Trustee) (without giving reason and without being responsible for any Liabilities incurred in connection with such resignation), provided that:

- 9.1.1 in respect of the Issuer Accounts, if such resignation would otherwise take effect less than 30 days before or after the date upon which the Security created under the Issuer STID 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 Issuer Account Bank has been duly appointed consistent, and/or in accordance with, Clause 9.4 (*Substitute Issuer Account Bank*) or Clause 9.5 (*Issuer Account Bank may appoint substitutes*).

9.2 Termination

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

9.3 Automatic Termination

- 9.3.1 The appointment of the Issuer Account Bank shall terminate forthwith if (i) an Insolvency Event occurs in relation to the Issuer Account Bank or (ii) the Issuer Account Bank ceases to be rated at least the Minimum Long Term Issuer Credit Rating by the Rating Agencies.
- 9.3.2 If the appointment of the Issuer Account Bank is terminated in accordance with sub-Clause 9.3.1 above, the Issuer Account Bank shall as soon as reasonably practicable, upon becoming aware of such, notify the Issuer, the Issuer Cash Manager and the Issuer Security Trustee.
- 9.3.3 If the appointment of the Issuer Account Bank is terminated in accordance with sub-Clause 9.3.1 above, the Issuer shall forthwith appoint a substitute Issuer Account Bank in accordance with Clause 9.4 (*Substitute Issuer Account Bank*) and no such termination shall be effective until a replacement Issuer Account Bank is appointed.

9.4 Substitute Issuer Account Bank

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

9.5 Issuer Account Bank may appoint substitutes

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

9.6 Merger

Any corporation into which the Issuer Account Bank may be merged or converted, or any corporation with which the Issuer Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Issuer Account Bank shall be a party, or any corporation, including affiliated corporations, to which the Issuer Account Bank shall sell or otherwise transfer: (a) all or substantially all of its assets; or (b) all or substantially all of its corporate trust or agency business, shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Issuer Account Bank under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement and after the said effective date all references in this Agreement to the Issuer Account Bank shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall be given to the Issuer by the Issuer Account Bank as soon as reasonably practicable thereafter.

9.7 Issuer Account Bank downgrade

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

10 Change of Issuer Account Bank

10.1 Termination

If this Agreement is terminated, the Issuer Account Bank shall take reasonable steps to assist the other Parties hereto in effecting an orderly termination of the banking arrangements provided for in this Agreement by arranging the transfer of any cash in the Issuer Accounts to new accounts.

10.2 Transfer of Accounts

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

11 Issuer Security Trustee as a Party

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

12 Issuer Account Bank Discretions, Non-Recourse and Exclusion of Liabilities

12.1 Certificates

The Issuer Account Bank shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon any Bond, notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties or any statement made to it orally (including by telephone) and reasonably believed by it to be made by a person authorised to make such statement.

12.2 Withholding information

The Issuer shall, within 10 Business Days of a written request by the Issuer Account Bank, supply to the Issuer Account Bank such forms, documentation and other information relating to it, its operations, or the Bonds as that the Issuer Account Bank reasonably requests for the purposes of the Issuer Account Bank's compliance with Applicable Law and shall notify the Issuer Account Bank within 30 days in the event that it becomes aware that any of the forms, documentation or other information provided by the Issuer is (or becomes) inaccurate in any material respect or any change that affects its tax status; provided, however, that the Issuer shall not be required to provide any forms, documentation or other information pursuant to this Clause 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 the Issuer and cannot be obtained by the Issuer using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of the Issuer constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. The Issuer shall notify the Issuer Account Bank in the event that it determines that any payment to be made by the Issuer Account Bank under the Bonds 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 obligation under this Clause shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Bonds, or both.

12.3 Right to withhold

Notwithstanding any other provision of this Agreement, the Issuer Account Bank shall be entitled to make a deduction or withholding from any payment which it makes under the Bonds for or on account of any Tax, if and only to the extent so required by applicable law, in which event the Issuer Account Bank shall make such payment after such deduction or withholding has been made and shall account to the relevant Tax Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Tax Authority for such amount. If any Taxes become payable with respect to any prior credit to the Issuer by the Issuer Account Bank, the Issuer acknowledges that the Issuer Account Bank may debit any balance held for it in satisfaction of such prior Taxes. The Issuer shall remain liable for any deficiency and agrees that it shall pay any such deficiency upon notice from the Issuer Account Bank or any Tax Authority.

12.4 Information

The Issuer shall provide such information as required by the Issuer Account Bank upon reasonable request.

12.5 No Agency or Trust

In acting under this Agreement, the Issuer Account Bank shall have no obligation towards or relationship of agency or trust with the holder of any Bond, Receipt, Coupon or Talon.

12.6 Holder to be treated as owner

Except as otherwise required by law, the Issuer Account Bank shall treat the holder of a Bond, Receipt, Coupon or Talon as its absolute owner as provided in the Conditions and shall not be liable for doing so.

12.7 Taking of advice

The Issuer Account Bank may (at the cost of the Issuer) consult on any legal matter any legal adviser or other professional adviser selected by it, who may be an employee of or adviser to the Issuer, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in accordance with that adviser's opinion.

12.8 Reliance on documents etc.

The Issuer Account Bank shall not be liable in respect of anything done or suffered by it in reliance on a Bond, Certificate, Receipt, Coupon, Talon or other certificate, notice, 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.

12.9 Other relationships

The Issuer Account Bank and any other person, whether or not acting for itself, may acquire, hold or dispose of any Bond, Receipt, Coupon, Talon or other security (or any interest therein) of the Issuer 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 the Issuer Account Bank were not the Issuer Account Bank and need not account for any profit.

12.10 List of Authorised Persons

The Issuer and the Issuer Cash Manager shall provide the Issuer Account Bank, in the forms set out in Part 1 (*Authorised Representatives*) Form of Issuer Cash Manager Authorised Representatives and Call-Back Contacts, respectively, with a copy of the certified list of persons authorised to take action on behalf of the Issuer or the Issuer Cash Manager in connection with this Agreement and shall notify the Issuer Account Bank 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, the Issuer Account Bank 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. The Issuer Account Bank may seek clarification or confirmation of an instruction from an Authorised Person and may decline to act upon an instruction if it does not receive clarification or confirmation satisfactory to it or it does not receive written Instructions. The Issuer Account Bank shall not be liable for any Liabilities arising from any delay whilst it obtains such clarification or confirmation or from exercising its right to decline to act.

12.11 Liability

Notwithstanding anything to the contrary in the Issuer Finance Documents, the Issuer Account Bank shall not be liable to any person for any matter or thing done or omitted in any way in connection with the Issuer Finance Documents save in relation to its own gross negligence, wilful misconduct or fraud.

12.12 Email liability

If the Issuer or the Issuer Cash Manager requests the Issuer Account Bank to act on instructions or directions sent by telex, email or other unsecured methods of communication, the Issuer Account Bank shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorised to give instructions or directions on behalf of the Issuer or the Issuer Cash Manager and shall not be liable for any Liabilities incurred as a result of such compliance with such instructions or directions provided that such instructions or directions appear (on the face of them) to have been sent by an Authorised Person.

12.13 Consequential loss

Notwithstanding any provision in this Agreement to the contrary, in no event shall the Issuer Account Bank be liable for any special, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, loss of goodwill, reputation or opportunity) (whether or not foreseeable), even if the Issuer Account Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

12.14 No monitoring

12.15 Until it has written notice thereof, the Issuer Account Bank shall be entitled to assume that no Event of Default or Potential Event of Default has occurred and is continuing and that

each party is complying with its obligations under the Issuer Finance Documents. The Issuer Account Bank shall not be responsible for the monitoring of each other Parties' compliance with its obligations under the Issuer Finance Documents.

12.16 No recourse

The Issuer Account Bank acknowledges that it will have no recourse against any funds standing to the credit of the Issuer Accounts or against any other account in respect of its fees or expenses that are attributable to the Issuer other than as expressly provided in the Issuer Finance Documents.

12.17 Exclusion of Liabilities

Except in the case of gross negligence, wilful misconduct or fraud, in each case, on the part of the Issuer Account Bank, the Issuer Account Bank shall not accept any responsibility:

12.17.1 for the legality, validity, effectiveness, adequacy or enforceability of this Agreement, any security over the Issuer Accounts or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with this Agreement; or

12.17.2 for the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with this Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with this Agreement.

13 Acknowledgements by the Issuer Account Bank

It is agreed as follows:

13.1 No set-off exercised against Issuer Accounts

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

13.2 Notification of termination or breach of representation

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

14 Issuer Account Bank Representations and Warranties

The Issuer Account Bank represents and warrants to the Issuer, the Issuer Cash Manager and the Issuer Security Trustee that as at the date of this Agreement:

14.1 it is rated at least the Minimum Long Term Issuer Credit Rating;

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

14.3 it is a Bank for the purposes of Section 991 ITA 2007.

15 No Recourse

15.1 To the extent not prohibited by applicable laws or regulations but otherwise notwithstanding anything to the contrary contained herein or any other Issuer Security Document, no recourse under any obligation, covenant or agreement of any Party hereto 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 Issuer Account Bank Agreement is solely a corporate obligation of the Parties hereto, and that no personal liability whatever shall attach to or be incurred by the shareholders, officers, directors or employees of any Party hereto, 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 hereto 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 The provisions of this Clause 15 shall survive the termination of this Agreement.

16 Limited Recourse and Non-Petition

16.1 Notwithstanding any other provision of this Agreement, each of the Parties to this Agreement (other than the Issuer) hereby agrees that it shall have recourse only to the Issuer Security for the discharge of any claims against the Issuer. If the Issuer Security has been properly realised and distributed and the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Clause 16, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation and discharged accordingly. No Party to this Agreement (other than the Issuer) or any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sum, no debt shall be owed by the Issuer and the Issuer's liability for any sum still unpaid shall be extinguished.

16.2 No Party to this Agreement (other than the Issuer) nor any person acting on its behalf shall be entitled to petition or take any corporate action or other steps or legal proceedings for the winding-up, dissolution, court protection, examinership, reorganisation, liquidation, bankruptcy or insolvency of the Issuer or for the appointment of a receiver, administrator, manager, administrative receiver, trustee, liquidator, examiner, sequestrator or similar officer in respect of the Issuer or any of its revenues or assets, provided each such party or any person on its behalf may prove or lodge a claim in liquidation of the Issuer initiated by another party.

16.3 No Party to this Agreement (other than the Issuer) nor any person acting on its behalf shall have any recourse against any director, shareholder, or officer of the Issuer in respect of any obligations, covenant or agreement entered into or made by the Issuer pursuant to the terms of this Agreement or any notice or documents which it is requested to deliver hereunder or thereunder.

16.4 This Clause 16 shall survive termination of this Agreement.

17 Issuer Account Statements

The Issuer Account Bank agrees that at any time before either:

- 17.1** the date upon which the Security created under the Issuer Security Documents is released; or
- 17.2** the delivery of an Acceleration Notice by the Issuer Security Trustee;
- 17.3** as soon as reasonably practicable following written request by the Issuer (or the Issuer Cash Manager or its behalf); and
- 17.4** on a daily or monthly basis, as applicable for as long as this Agreement is in full force and effect,

the Issuer Account Bank will, for the purposes of viewing the statements in respect of the Issuer Accounts, provide access to Connexis to the Issuer Cash Manager, the Issuer and the Issuer Security Trustee for the three months immediately preceding the date of such request or delivery date (as applicable) or as otherwise agreed. In the event of any malfunctioning of Connexis, the Issuer Cash Manager, the Issuer and the Issuer Security Trustee may request, and the Issuer Account Bank shall provide, any statements requested by email. Upon the delivery of an Acceleration Notice by the Issuer Security Trustee, the Issuer Account Bank's obligation under this Clause 17 (*Issuer Account Statements*) will be owed to the Issuer Security Trustee pursuant to sub-Clause 6.2.2(iv) above and shall continue until the Issuer Security Trustee notifies the Issuer Account Bank that the Security created under the Issuer Security Documents has been released.

18 Information

The Issuer Account Bank shall (subject to all applicable laws, rules and regulation) disclose to the Issuer, the Issuer Cash Manager, the Issuer 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 Issuer Accounts as they are entitled to receive pursuant to the Issuer Finance Documents or they may request on reasonable notice.

19 Notices

Notices hereunder shall be sent in accordance with Clause 53 (*Notices*) of the Issuer STID.

20 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.

21 Issuer Account Bank Fee

The Issuer shall pay to the Issuer Account Bank remuneration in the amount and in the manner agreed in a separate fee letter entered into between the Issuer Account Bank and the Issuer on or about the date of this Agreement which shall be payable in accordance with the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments (as applicable) in accordance with the Issuer STID.

22 VAT

Sums payable exclusive of VAT: Any sum set out in any Issuer Finance Document as payable, or otherwise payable by the Issuer to the Issuer Account Bank pursuant to an Issuer Finance Document, 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.

23 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.

24 Governing Law and Jurisdiction

24.1 Submission

For the benefit of the Issuer Security Trustee and the Issuer Account Bank, the Parties hereto each agrees 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 24.1 limits the right of the Issuer Security Trustee or the Issuer Account Bank to bring proceedings against the Issuer in connection with this Agreement in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

24.2 Forum convenience and enforcement abroad

The Issuer:

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

24.2.2 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.

24.3 Governing law

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

24.4 Service of process: The Issuer irrevocably appoints Maples and Calder, London office of the 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom as its authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for the service of process, the Issuer shall forthwith appoint a new agent for service of process in England and deliver to the Issuer Security Trustee a copy of the new agent's acceptance of that appointment within 30 days. Nothing shall affect the right to serve process in any other manner permitted by law.

**Schedule 1
Accounts****Issuer Accounts held at the Issuer Account Bank**

Account Name	Account Number	BIC Code
Issuer Transaction Account	GB80BNPA40638485877018	BNPAGB22XXX
Issuer Profit Account	GB58BNPA40638485877026	BNPAGB22XXX

Schedule 2
Form of Payment Instruction

From: Transmission Finance DAC
2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2,
Ireland

To: BNP Paribas London Branch
10 Harewood Avenue
London
NW1 6AA

Date _____

Dear Sirs,

Payment Instruction in respect of

Account number:

Please arrange to debit the above mentioned account with the sum of

Amount: _____ for payment to the beneficiary detailed below:

Beneficiary Name:

Bank:

SWIFT code:

IBAN:

Reference:

Name:

Authorised Signatory

Schedule 3
Form of Issuer Account Mandate

BNP Paribas London Branch**10 Harewood Avenue****London NW1 6AA****United Kingdom**

Unless otherwise defined herein, or the context otherwise requires, capitalised terms have the meanings given to them in the Security Trust and Intercreditor Deed dated [●] between, among others, the Company and the Security Trustee, each as defined below.

At a meeting of the Board of Directors held on _____ at which a duly constituted quorum was present of Transmission Finance DAC _____ (the "**Company**") a company incorporated under the laws of (jurisdiction) with company number _____ and with its registered office at _____ the following resolutions were passed:

RESOLVED

1. That an account or accounts (the "**Account(s)**") be opened/continued with BNP Paribas London Branch, 10 Harewood Avenue, London NW1 6AA (the "**Bank**") in the name of the Company. It was noted that the Accounts were being opened in relation to an Issuer Account Bank Agreement being made between the Company as Issuer, Citibank, N.A., London Branch as Issuer Cash Manager and Issuer Security Trustee and the Bank. It has been agreed that the Accounts will operate, with the exception of the Issuer Profit Account under the sole instructions of any two representatives of the Issuer Cash Manager unless and until the Issuer Security Trustee delivers an Acceleration Notice to the Issuer and the Issuer Account Bank in accordance with Clause 5.2.2 of the Issuer Account Bank Agreement. Upon notification of such by the Issuer Account Bank the Accounts, with the exception of the Issuer Profit Account shall operate on the instructions of the Issuer Security Trustee.
2. Prior to receipt of a notice in writing from Citibank, N.A., London Branch on the instructions (as Issuer Security Trustee, the "**Security Trustee**") stating that it has delivered to the Issuer an Acceleration Notice and receipt by the Bank of the same, the employees of the Issuer Cash Manager named in this Resolution (the "**Authorised Signatories**") be authorised to represent the Company in its business relationship with the Bank in accordance with the signing authorities set out below.
3. That the signatures set opposite their names are those of all the Authorised Signatories and that such signatures are genuine signatures of the Authorised Signatories and that the signatures operate as their specimen signatures.
4. That the Bank be and is hereby authorised and instructed, in accordance with the terms of this Mandate, to:
 - (a) honour and comply with all and any acceptances, bills, cheques, drafts, direct debits, instruments, requests for the issue of negotiable instruments, promissory

notes and orders expressed from time to time drawn, signed, accepted, made, endorsed or given on behalf of the Company, drawn upon, or addressed to, or made payable at the Bank; and

- (b) accept and act on any application or request for the issue of any letter of credit guarantee, indemnity or counterindemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity, and to act on any instructions with regard to any other transactions of any kind of the Company or with regard to any of the Accounts of the Company whether any Account is in credit or debit or may become overdrawn in consequence or otherwise, but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time and provided that, should the Bank at any time receive payment instructions from the Company that would result, without prior arrangement, in the Account becoming overdrawn, or an agreed overdraft limit being exceeded, the Bank may at its sole discretion and without contacting the Company, allow an overdraft to be created or exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft and the Bank is entitled to charge interest or costs on the overdrawn sum in accordance with its standard level of charges at such time. Overdrafts are repayable by the Company on demand by the Bank.
5. That the Bank may, if it considers that it has reasonable grounds for doing so, refuse to honour or comply with any order, request or instruction or other obligation made upon it.
 6. That any indebtedness or liability incurred by the Bank under this authority shall, in the absence of any express written agreement by the Bank to the contrary, be due and payable on demand by the Bank.
 7. That if a petition is presented to wind up the Company the Bank shall have no further obligation to pay any sums from the Account(s) until the petition is dismissed and the Bank may, but shall not be obliged to, close Account(s) immediately.
 8. That the Bank's General Terms and Conditions (as amended from time to time), the current version of which has been provided by the Bank to the Company and the Issuer Cash Manager, are hereby approved and accepted and that the Account(s), all transactions and other actions relating to the Account(s), and any transaction or other activity between the Bank and the Company shall be governed by and subject to the Bank's General Terms and Conditions, EXCEPT where such conditions conflict with any of the provisions of the Issuer Account Bank Agreement, under which circumstances the provisions of the Issuer Account Bank Agreement shall prevail.
 9. That any _____ Director(s) be and is/are hereby appointed a committee of the Board with full authority to:
 - (a) arrange with the Bank from time to time for advances to the Company by way of loan and/or overdraft and to approve and authorise the signature of all loan and/or overdraft documentation required by the Bank;
 - (b) approve and authorise the execution of mortgage(s) or charge(s) and any other security over any and all of the assets of the Company and to approve and authorise the execution on behalf of the Company of any documents from time to time required by the Bank relating to or for securing any advances to the Company or others or any liabilities of the Company or others to the Bank;

- (c) approve and authorise the execution on behalf of the Company of any contract, agreement or other document with the Bank for the provision of banking services:
 - (i) by telephone;
 - (ii) by bank card, debit card, credit card, smart card or any other card introduced by the Bank from time to time;
 - (iii) by electronic or similar means (where permitted in accordance with the Bank's General Terms and Conditions in force at the relevant time); and
 - (iv) by any other means that may be introduced by the Bank from time to time; and
 - (d) approve and authorise the execution on behalf of the Company of any other mandate that may be required by the Bank from time to time in relation to other services, transactions or dealings between the Bank and the Company.
- 10.** That the Authorised Signatories of the Company be and are hereby authorised on behalf of the Company to:
- (a) execute all account opening documentation on behalf of the Company and to comply with all requests for information necessary for the opening and/or continuation of the Account(s);
 - (b) withdraw or deal with any of the Company's property or securities;
 - (c) sign any indemnities or counter-indemnities in favour of the Bank;
 - (d) operate the Account(s) in all respects and for all purposes;
 - (e) effect any transactions in financial instruments for cash or pursuant to a loan facility;
 - (f) pay, deliver or transfer funds and/or investments held in the Account(s) to any person, including an Authorised Signatory;
 - (g) instruct the Bank to open additional accounts (each of which will constitute an 'Account' as defined above) and also close Account(s) opened in the name of the Company and to make agreements for the transfer of any credit balances;
 - (h) notify the Bank of any change in the registered office or other correspondence address of the Company; and
 - (i) appoint new Authorised Signatories or remove existing Authorised Signatories, from time to time, by means of a letter delivered to the Issuer Account Bank and signed by two existing Authorised Signatories.
- 11.** That the mandate given to the Issuer Account Bank is given on the basis that the Issuer Account Bank, upon receipt by the Issuer of an Acceleration Notice:
- (a) agrees to comply with the directions of the Security Trustee expressed to be given by it pursuant to the Issuer STID and/or Issuer Security Document in respect of the operation of the Accounts (with the exception of the Issuer Profit Account) and the Issuer Account Bank shall be entitled to rely on any such written direction reasonably purporting to have been given on behalf of the Security Trustee without enquiry, and

- (b) agrees that all right, authority and power of the Issuer in respect of the operation of the Accounts shall be deemed terminated and of no further effect and the Issuer Account Bank agrees that it shall, upon receipt by the Issuer of the Acceleration Notice, comply with the directions of the Security Trustee or any receiver appointed under the Issuer STID in relation to the operation of the Accounts, with the exception of the Issuer Profit Account, unless otherwise required by operation of law or by the order or direction of a competent court or tribunal.
- 12.** Unless and until the Issuer Account Bank receives notice in writing form or purporting to be from the Issuer Security Trustee to the contrary, the Issuer Account Bank is authorised to continue to operate the Accounts, with the exception of the Issuer Profit Account, without regard to the security interests pursuant to the Issuer STID and Issuer Security Documents.
- 13.** That the Authorised Signatories be and are hereby authorised to execute any other documents or agreements with the Bank as may be required from time to time in connection with any transaction relating to the Account(s) or any financial instruments held in any Account.
- 14.** That each of the foregoing resolutions and the authority thereby conferred shall remain in full force and effect until notice of revocation or modification shall be received in writing by the Bank from the Company, provided that this authority may not be revoked, terminated varied or amended in any way, (other than for a change of signatories as per Clause 10(i) of this Mandate), without the prior written consent of the Security Trustee. For these purposes the Bank may rely upon any certified copy of a resolution of the Company or any certification by a Director or the Secretary of the Company of the specimen signatures of the Authorised Signatories.
- 15.** That any and all orders and instructions given pursuant to the foregoing resolutions be and are hereby ratified, confirmed and approved.
- 16.** That this Resolution replaces all previous account mandates given to the Bank in respect of the matters set out above.

Certification of Resolutions by the Chairperson of the Meeting

I, the undersigned, certify that the above is a true and correct copy of the resolutions duly recorded in the minute book of the Company and I further certify that the above resolutions do not conflict with the Company's constitutional documents.

Date _____

Signature of Chairperson

Print Name of Chairperson

These are the authorised signatories (together “**Authorised Signatories**”) referred to and approved in the above resolutions of the Board of Directors of the Company.

The Bank is authorised and instructed, until it receives written notice to the contrary, to execute without restriction any instructions relating to any Account(s) with the Bank in the Company’s name, PROVIDED THAT such instructions are given in accordance with the following list of Authorised Signatories.

In the event that the Bank receives conflicting instructions, it may execute or refrain from executing any of such instructions as it in its sole discretion determines.

Please note: the Bank may request identification documentation in respect of all or any of the Authorised Signatories from time to time. The Company confirms that it has notified and obtained consent from such persons, and any other directors, shareholders or employees of the Company, for the use and disclosure of such information and any other information described in the Bank’s General Terms and Conditions.

Names In Full	Capacity/Job Title	Signing Authority*	Specimen Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Signing Authority

A = Sole Signature

B = Jointly with one other Authorised Signatory

C = Other (please specify):

Schedule 4
Form of Issuer Cash Manager Authorised Representatives and Call-Back
Contacts

Part 1
Authorised Representatives

Name	Position	Specimen signature	Telephone number

Part 2
Call-Back Contacts

Name	Position	Telephone number

SIGNATORIES

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

Issuer

SIGNED by its duly Authorised Attorney

for and on behalf of

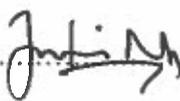
TRANSMISSION FINANCE DAC

} _____
Jarlath Canning
Authorised Attorney

Issuer Cash Manager

EXECUTED by a delegated signatory of **CITIBANK,
N.A., LONDON BRANCH**

Delegated Signatory:

} 

Issuer Security Trustee

EXECUTED by a delegated signatory of CITIBANK, N.A.,
LONDON BRANCH

Delegated Signatory:

} JFM
A handwritten signature "JFM" is written over a horizontal dotted line. A closing curly brace "}" is positioned to the left of the signature.

Issuer Account Bank

EXECUTED by BNP PARIBAS LONDON BRANCH

acting by

} 

Authorised Signatory

} 

Authorised Signatory