

Prospectus dated 26 October 2021



THAMES WATER UTILITIES FINANCE PLC

(incorporated with limited liability in England and Wales with registered number 02403744)

(Legal Entity Identifier: 213800ESMPQ4RQ7G8351)

£10,000,000,000 Multicurrency programme for the issuance of Guaranteed Bonds financing

Thames Water Utilities Limited

(incorporated with limited liability in England and Wales with registered number 2366661)

On 30 August 2007, Thames Water Utilities Cayman Finance Limited ("TWUCFL") entered into a multicurrency programme for the issuance of up to £10,000,000,000 Guaranteed Bonds (the "**Programme**"). This Prospectus does not affect any bonds issued under the Programme before the date of this Prospectus.

On 31 August 2018, TWUCFL was substituted with Thames Water Utilities Finance plc (the "**Issuer**" or "**TWUF**") as the issuer of all Bonds previously issued by TWUCFL and accordingly TWUF has succeeded TWUCFL as the Issuer under the Programme.

The payment of all amounts owing in respect of the bonds (the "**Bonds**") will be unconditionally and irrevocably guaranteed by Thames Water Utilities Limited ("TWUL" or "**Thames Water**") and Thames Water Utilities Holdings Limited ("TWH"), as described herein. TWUL, the Issuer and TWH are together referred to herein as the "Obligors".

Application has been made to the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000, as amended ("**FSMA**") for Bonds issued under the Programme during the period of twelve months after the date hereof, to be admitted to the official list of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Bonds to be admitted to trading on the London Stock Exchange's main market (the "**Main Market**"). Except where the context provides otherwise, references in this Prospectus to Bonds being "listed" (and all related references) mean that such Bonds have been admitted to trading on the Market and have been admitted to the Official List. The Market is a regulated market for the purposes of Article 2(1)(13A) of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**EUWA**") ("**UK MIFIR**"). The Programme provides that Bonds will be listed on the London Stock Exchange. This Prospectus has been approved by the FCA, as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of either the Obligors or the quality of the Bonds that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds. The Bonds may be issued on a continuing basis to one or more of the Dealers specified under Chapter 1 "The Parties" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the "**relevant Dealer**", in the case of an issue of Bonds being (or intended to be) subscribed by more than one Dealer, shall be to all Dealers agreeing to subscribe to such Bonds.

For the avoidance of doubt, the Issuer may not as at the date of this Prospectus issue Wrapped Bonds pursuant to this Prospectus without issuing a drawdown prospectus.

The Bonds may be issued on a continuing basis to one or more of the Dealers specified under Chapter 3 "*The Parties*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the "relevant Dealer", in the case of an issue of Bonds being (or intended to be) subscribed by more than one Dealer, shall be to all Dealers agreeing to subscribe to such Bonds.

Interests in a Temporary Global Bond (as defined below) will be exchangeable, in whole or in part, for definitive securities in bearer form on or after the date 40 days after the later of the commencement of the offering and the relevant Issue Date, upon certification as to non-U.S. beneficial ownership or to the effect that the holder is a U.S. person who purchased in a transaction that did not require registration under the Securities Act (as defined below) and as may be required by U.S. tax laws and regulations, as described in Chapter 8 "*The Bonds*" under "*Forms of the Bonds*".

See Chapter 2 "Risk Factors" for a discussion of certain factors to be considered in connection with an investment in the Bonds.

Arranger

Barclays

Certain Dealers

Bank of China

ICBC Standard Bank Plc

MUFG

RBC Capital Markets

BNP PARIBAS

Lloyds Bank Corporate Markets

National Australia Bank Limited

Santander Corporate & Investment Banking

Barclays

HSBC

Morgan Stanley

NatWest Markets Plc

Under the Programme the Issuer may, subject to all applicable legal and regulatory requirements, from time to time issue Bonds in bearer and/or registered form (respectively “**Bearer Bonds**” and “**Registered Bonds**”). Copies of each Final Terms or Drawdown Prospectus (as defined below) will be available (in the case of all Bonds) from the specified office set out below of Deutsche Trustee Company Limited as bond trustee (the “**Bond Trustee**”), (in the case of Bearer Bonds) from the specified office set out below of each of the Paying Agents (as defined below) and (in the case of Registered Bonds) from the specified office set out below of each of the Registrar and the Transfer Agent (each as defined below).

The maximum aggregate nominal amount of all Bonds from time to time Outstanding (as defined below) under the Programme will not exceed £10,000,000,000 (or its equivalent in other currencies calculated as described herein), subject to increase as described herein.

Details of the aggregate principal amount, interest (if any) payable, the issue price and any other conditions not contained herein, which are applicable to each Tranche of each Sub-Class of each Class of each Series (all as defined below) will be set forth in a final terms (the “**Final Terms**”) or a drawdown prospectus (“**Drawdown Prospectus**”) which, in the case of Bonds to be admitted to the Official List and to trading on the Market, will be delivered to the FCA and the London Stock Exchange on or before the relevant date of issue of the Bonds of such Tranche.

Bonds issued by the Issuer under the Programme will be issued in series (each a “**Series**”) and in one or more of four classes (each a “**Class**”). Bonds issued by the Issuer may be issued in unwrapped form pursuant to this Prospectus without issuing a supplemental prospectus. Each Class may comprise one or more sub-classes (each a “**Sub-Class**”) with each Sub-Class pertaining to, among other things, the currency, interest rate and maturity date of the relevant Sub-Class. Each Sub-Class may be zero-coupon, fixed rate, floating rate or index-linked Bonds and may be denominated in sterling, euro or U.S. dollars (or in other currencies subject to compliance with applicable laws). Each Sub-Class may be issued in one or more tranches (each a “**Tranche**”), the specific terms of each Tranche being identical in all respects, save for the issue dates, interest commencement dates and/or issue prices, to the terms of the other Tranches of such Sub-Class.

Each Class of Unwrapped Bonds is expected on issue to have the following credit ratings:

	S&P Global Ratings UK Limited (“Standard & Poor’s”)	Moody’s Investors Service Limited (“Moody’s”)
Class A Unwrapped Bonds	BBB+	Baa1
Class B Unwrapped Bonds	BBB-	Ba1

The Class A Unwrapped Bonds in issue have a rating of BBB+ by Standard & Poor’s and Baa1 by Moody’s. The Class B Unwrapped Bonds in issue have a rating of BBB- by Standard & Poor’s and Ba1 by Moody’s.

Any rating assigned to a series of Bonds will be specified in the applicable Final Terms. Moody’s and Standard & Poor’s (“**Rating Agencies**”) are established in the United Kingdom (“**UK**”) and are registered

in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the “**UK CRA Regulation**”).

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one or all of the Rating Agencies. A suspension, reduction or withdrawal of the rating assigned to any of the Bonds may adversely affect the market price of such Bonds.

For the avoidance of doubt, the Issuer may not as at the date of this Prospectus issue Wrapped Bonds pursuant to this Prospectus without issuing a Drawdown Prospectus. The credit ratings of any Class of Wrapped Bonds which may be issued by the Issuer under the Programme in the future are not known as at the date of this Prospectus.

Each Sub-Class of Bearer Bonds may be represented initially by a Temporary Global Bond (as defined below), without interest coupons, which will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg (as defined below) on or about the Issue Date (as defined below) of such Sub-Class. Ratings ascribed to all of the Bonds reflect only the views of the Rating Agencies.

If any withholding or deduction for or on account of tax is applicable to the Bonds, payments of interest on, principal of and premium (if any) on the Bonds will be made subject to such withholding or deduction, without the Issuer being obliged to pay any additional amounts as a consequence (unless otherwise specified in the applicable Drawdown Prospectus).

In the case of any Bonds which are to be admitted to trading on a regulated market within the UK or offered to the public in the UK or a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the UK Prospectus Regulation or the Prospectus Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”), the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Bonds).

The Obligors may agree with any Dealer and the Bond Trustee that Bonds may be issued in a form not contemplated by the Conditions (as defined below) herein, in which event (in the case of Bonds admitted to the Official List only) a supplemental listing prospectus or Drawdown Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Bonds.

Amounts payable under the Bonds may be calculated by reference to: (i) SONIA, which is provided by the Bank of England; (ii) EURIBOR, which is provided by the European Money Markets Institute (the “**EMMI**”); (iii) RPI, which is provided by the Office for National Statistics or the relevant successor index; (iv) CPI, which is provided by the Office for National Statistics or the relevant successor index; or (v) CPIH, which is provided by the Office for National Statistics or the relevant successor index.

As far as the Issuer is aware, SONIA, RPI, CPI, and CPIH do not fall within the scope of the UK Benchmarks Regulation by virtue of Article 2 of that regulation. If any reference rate does constitute a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 (Register of administrators and benchmarks) of the UK Benchmarks Regulation. Transitional provisions in the UK Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms.

On 10 December 2013, five U.S. financial regulators approved a final rule to implement Section 13 of the Bank Holding Company Act of 1956, commonly known as the Volcker Rule. The Volcker Rule generally prohibits sponsorship of and investment in “covered funds” by “banking entities,” a term that includes most internationally active banking organisations and their affiliates, though a banking entity may sponsor and

invest in a covered fund in certain limited circumstances and subject to a number of exceptions. A sponsor or adviser to a covered fund is also prohibited from entering into certain “covered transactions” with that covered fund. Covered transactions include (among other things) entering into a swap transaction or guaranteeing notes if the swap or the guarantee would result in a credit exposure to the covered fund.

If the Issuer is a covered fund, the Volcker Rule and its related regulatory provisions will impact the ability of banking entities to hold an “ownership interest” in it. This may adversely impact the market price and liquidity of the Bonds. Further, if a banking entity is considered the “sponsor” of the Issuer under the Volcker Rule, that banking entity may face a prohibition on covered transactions with the Issuer. This could adversely impact the ability of the banking entity to enter into new transactions with the Issuer and may require amendments to certain existing transactions and arrangements. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule’s prohibitions and lack of interpretive guidance could negatively impact the liquidity and market price of the Bonds. Any entity that is a “banking entity” as defined under the Volcker Rule and is considering an investment in the Bonds should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each purchaser must determine for itself whether it is a banking entity subject to regulation under the Volcker Rule. None of the Issuer, the Obligors, any member of the TWU Financing Group (as defined below) or the Thames Water Group (as defined below), the Arranger, the Dealers, the Bond Trustee, the Security Trustee, the Financial Guarantors or the Other Parties makes any representation regarding the ability of any purchaser to acquire or hold the Bonds, now or at any time in the future.

IMPORTANT NOTICE

This prospectus (“**Prospectus**”) is a prospectus for the purposes of the UK Prospectus Regulation.

This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Bonds which are to be admitted to trading on a regulated market in the UK and/or offered to the public in the UK other than in circumstances where any exemption is available under Article 1(4) and/or 3(2) of the UK Prospectus Regulation. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

Each of the Issuer and the other Obligors accepts responsibility for the information contained in this Prospectus and the Final Terms or Drawdown Prospectus, as the case may be, for each Tranche of Bonds (as defined below) issued under the Programme. To the best of the knowledge of the Issuer and each of the other Obligors the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

The information relating to the Hedge Counterparties contained in Chapter 11 “*Description of the Hedge Counterparties*” has been accurately reproduced and as far as the Issuer and the other Obligors are aware and are able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Prospectus is being distributed only to, and is directed only at, persons who: (i) are outside the United Kingdom; or (ii) are persons who have professional experience in matters relating to investments falling within Article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or (iii) are high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(1) of the Order (all such persons together being referred to as “**relevant persons**”). This Prospectus, or any of its contents, must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Prospectus relates is available only to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such investments will be engaged in only with, relevant persons.

Copies of the Final Terms or the Drawdown Prospectus (in the case of Bonds to be admitted to the Official List) will be available from Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB, from the specified office set out below of each of the Paying Agents or the Registrar and Transfer Agents (as applicable) and from the website of the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

The contents of this website, other than copies of those documents deemed to be incorporated by reference into this Prospectus, are for information purposes only and do not form part of this Prospectus.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see the section “*Documents Incorporated by Reference*” below).

No person has been authorised to give any information or to make representations other than the information or the representations contained in this Prospectus in connection with the Issuer, any member of the TWU Financing Group (as defined below) or the Thames Water Group (as defined below) or the offering or sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, any member of the TWU Financing Group, the Thames Water Group, the Dealers, the Bond Trustee or the Security Trustee (each as defined below). Neither the delivery of this Prospectus nor any offering or sale of Bonds made in connection herewith shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or any member of the TWU Financing Group or any other Obligor since the date hereof or the date upon

which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or any other Obligor since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Unless otherwise indicated herein, all information in this Prospectus is given on the date of this Prospectus. This document does not constitute an offer of, or an invitation by, or on behalf of, the Issuer or any Dealer to subscribe for, or purchase, any of the Bonds.

None of the Dealers, the Financial Guarantors, the Bond Trustee or the Security Trustee nor any of the Hedge Counterparties, the Liquidity Facility Providers, the Authorised Credit Providers, the Agents, the Account Bank, the Standstill Cash Manager, the Finance Lessors, the auditors of the Issuer and Guarantors or the members of the Thames Water Group (other than the Obligors) (each as defined below and, together, the “**Other Parties**”) has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Dealer, any Financial Guarantor, the Bond Trustee or the Security Trustee or any Other Party as to the accuracy or completeness of the information contained in this Prospectus or any other information supplied in connection with the Bonds or their distribution. The statements made in this paragraph are without prejudice to the respective responsibilities of the Issuer and the other Obligors. Each person receiving this Prospectus acknowledges that such person has not relied on any Dealer, Financial Guarantor, the Bond Trustee or the Security Trustee or any Other Party nor on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision. Neither the Obligors nor the Other Parties accept responsibility to investors for the regulatory treatment of their investment in any jurisdiction or by any regulatory authority.

None of the Dealers, the Financial Guarantors, the Bond Trustee, the Security Trustee or the Other Parties expressly undertakes to review the financial condition or affairs of any of the Obligors during the life of the Programme or to advise any investor in the Bonds of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Prospectus when deciding whether or not to purchase any Bonds.

None of the Issuer, any member of the TWU Financing Group, any member of the Thames Water Group, the Dealers, the Bond Trustee, the Security Trustee, the Financial Guarantors or the Other Parties accept responsibility to investors for the regulatory treatment of their investment in the Bonds (including (but not limited to) whether any transaction or transactions pursuant to which Bonds are issued from time to time is or will be regarded as constituting a “securitisation” for the purpose of Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (the “**Securitisation Regulation**”); and (ii) Regulation (EU) 2017/2402 as it forms part of domestic law of the UK by virtue of EUWA) (the “**UK Securitisation Regulation**”) by any regulatory authority in any jurisdiction. If the regulatory treatment of an investment in the Bonds is relevant to any investor's decision whether or not to invest, the investor should make its own determination as to such treatment and for this purpose seek professional advice and consult its regulator. Prospective investors are referred to the “*Risk Factors —Regulatory and Competition Considerations*” section of this Prospectus for further information.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, any Financial Guarantor, any member of the TWU Financing Group, any member of the Thames Water Group, any Dealer, the Bond Trustee, the Security Trustee or any of the Other Parties that any recipient of this Prospectus should purchase any of the Bonds.

Each person contemplating making an investment in the Bonds must make its own investigation and analysis of the creditworthiness of the Issuer and the other Obligors and its own determination of the suitability of

any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in the Bonds should consult independent professional advisers. Any prospective Bondholder should take its own legal, financial, accounting, tax and other relevant advice as to the structure and viability of its investment.

THE BONDS AND THE GUARANTEES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE BONDS MAY INCLUDE BEARER BONDS THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE BONDS MAY NOT BE OFFERED OR SOLD OR, IN THE CASE OF BEARER BONDS, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (“**REGULATION S**”)).

THE BONDS ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF BONDS AND DISTRIBUTION OF THIS PROSPECTUS SEE “*SUBSCRIPTION AND SALE*”.

THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF BONDS OR THE ACCURACY OR THE ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA (“**EEA**”). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, “**MIFID II**”); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (THE “**INSURANCE DISTRIBUTION DIRECTIVE**”), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE “**PRIIPS REGULATION**”) FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UK. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA; OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FSMA AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT THE INSURANCE

DISTRIBUTION DIRECTIVE WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPS REGULATION AS IT FORMS PART OF DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA (THE “**UK PRIIPS REGULATION**”) FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET - SOLELY FOR THE PURPOSES OF [THE/EACH] MANUFACTURER’S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE BONDS IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A “**DISTRIBUTOR**”) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER[’S/S’] TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING THE MANUFACTURER[’S/S’] TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS. A DETERMINATION WILL BE MADE IN RELATION TO EACH ISSUE ABOUT WHETHER, FOR THE PURPOSE OF THE PRODUCT GOVERNANCE RULES UNDER EU DELEGATED DIRECTIVE 2017/593 (THE “**MIFID PRODUCT GOVERNANCE RULES**”), ANY DEALER SUBSCRIBING FOR ANY BONDS IS A MANUFACTURER IN RESPECT OF SUCH BONDS, BUT OTHERWISE NEITHER THE ARRANGER NOR THE DEALERS NOR ANY OF THEIR RESPECTIVE AFFILIATES WILL BE A MANUFACTURER FOR THE PURPOSE OF THE MIFID PRODUCT GOVERNANCE RULES.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – SOLELY FOR THE PURPOSES OF [THE/EACH] MANUFACTURER’S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE BONDS IS ONLY ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE BONDS FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK (“**COBS**”), AND PROFESSIONAL CLIENTS, AS DEFINED IN REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (“**UK MIFIR**”); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A “**DISTRIBUTOR**”) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER[’S/S’] TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE “**UK MIFIR PRODUCT GOVERNANCE RULES**”) IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING THE MANUFACTURER[’S/S’] TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS. A DETERMINATION WILL BE MADE IN RELATION TO EACH ISSUE ABOUT WHETHER, FOR THE PURPOSE OF THE UK MIFIR PRODUCT GOVERNANCE RULES, ANY DEALER SUBSCRIBING FOR ANY BONDS IS A MANUFACTURER IN RESPECT OF SUCH BONDS, BUT OTHERWISE

NEITHER THE ARRANGER NOR THE DEALERS NOR ANY OF THEIR RESPECTIVE AFFILIATES WILL BE A MANUFACTURER FOR THE PURPOSE OF THE UK MIFIR PRODUCT GOVERNANCE RULES.

The distribution of this Prospectus and the offering, sale or delivery of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the other Obligors and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of the Bonds and on distribution of this Prospectus, see Chapter 12 “*Subscription and Sale*” below. This Prospectus does not constitute, and may not be used for the purposes of, an offer to or solicitation by any person to subscribe or purchase any Bonds in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*” below), the information on the websites to which this Prospectus refers does not form part of this Prospectus, and you should not rely on them and has not been scrutinised or approved by the FCA.

All references herein to “pounds”, “sterling”, “Sterling” or “£” are to the lawful currency of the United Kingdom, all references to “\$”, “U.S.\$”, “U.S. dollars” and “dollars” are to the lawful currency of the United States of America, and references to “€”, “euro” or “Euro” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, from time to time.

In connection with the issue and distribution of any Tranche of Bonds, the Dealer(s) (if any) acting as the stabilising manager or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Bonds of the Series of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Bonds and 60 days after the date of the allotment of the relevant Tranche of Bonds. Any stabilisation action or over allotment shall be conducted in accordance with all applicable laws and rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with:

- (i) the Terms and Conditions of the Bonds as contained at pages 133 to 167 (inclusive) of the prospectus dated 24 August 2007 in connection with the Programme (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2007.pdf>) (the **“2007 T&Cs”**);
- (ii) the Terms and Conditions of the Bonds as contained at pages 132 to 164 (inclusive) of the prospectus dated 25 July 2008 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2008.pdf>) (the **“2008 T&Cs”**);
- (iii) the Terms and Conditions of the Bonds as contained at pages 145 to 178 (inclusive) of the prospectus dated 15 September 2009 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2009.pdf>) (the **“2009 T&Cs”**);
- (iv) the Terms and Conditions of the Bonds as contained at pages 150 to 185 (inclusive) of the prospectus dated 15 June 2010 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2010.pdf>) (the **“2010 T&Cs”**);
- (v) the Terms and Conditions of the Bonds as contained at pages 168 to 205 (inclusive) of the prospectus dated 24 June 2011 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2011.pdf>) (the **“2011 T&Cs”**);
- (vi) the Terms and Conditions of the Bonds as contained at pages 142 to 180 (inclusive) of the prospectus dated 18 June 2012 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2012.pdf>) (the **“2012 T&Cs”**);
- (vii) the Terms and Conditions of the Bonds as contained at pages 140 to 179 (inclusive) of the prospectus dated 11 March 2014 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2014.pdf>) (the **“2014 T&Cs”**);
- (viii) the Terms and Conditions of the Bonds as contained at pages 197 to 236 (inclusive) of the prospectus dated 26 June 2015 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2015.pdf>) (the **“2015 T&Cs”**);
- (ix) the Terms and Conditions of the Bonds as contained at pages 181 to 220 (inclusive) of the prospectus dated 16 September 2016 (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2016.pdf>) (the **“2016 T&Cs”**);
- (x) the Terms and Conditions of the Bonds as contained at pages 180 to 218 (inclusive) of the prospectus dated 10 October 2017 (<https://website.p.cloudapps.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2017.pdf>) (the **“2017 T&Cs”**);

- (xi) the Terms and Conditions of the Bonds as contained at pages 170 to 212 (inclusive) of the prospectus dated 9 October 2018 (<https://website.p.cloudapps.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2018.pdf>) (the “**2018 T&Cs**”);
- (xii) the Terms and Conditions of the Bonds as contained at pages 176 to 221 (inclusive) of the prospectus dated 2 April 2020 (<https://website.p.cloudapps.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/prospectus/prospectus-2020.PDF>) (the “**April 2020 T&Cs**”);
- (xiii) the Terms and Conditions of the Bonds as contained at pages 180 to 225 (inclusive) of the prospectus dated 2 September 2020 (**Microsoft Word - A42139280 v3.0 TW Update 2020_OpCo_Prospectus (thameswater.co.uk)**) (the “**September 2020 T&Cs**”);
- (xiv) the audited financial statements of the Issuer for the year ended 31 March 2020 (as contained in the Issuer’s annual report and financial statements (**Registered Number 3324670 (thameswater.co.uk)**) and for the year ended 31 March 2021 (as contained in the Issuer’s annual report and financial statements (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-finance/reports/annual-report-2020-21.pdf>);
- (xv) the audited financial statements of the for the year ended 31 March 2020 (as contained in TWH’s annual report and financial statements (**Microsoft Word - TWUHL 31 March 2020 V6 FINAL (thameswater.co.uk)**) and for the year ended 31 March 2021 (as contained in TWH’s annual report and financial statements (<https://www.thameswater.co.uk/media-library/home/about-us/investors/debt-investors/thames-water-utilities/thames-water-utilities-holdings/annual-report-2020-21.pdf>);
- (xvi) the audited financial statements of TWUL for the year ended 31 March 2020 (as contained at pages 132 to 264 (inclusive) of TWUL’s annual report and financial statements (<https://www.thameswater.co.uk/media-library/home/about-us/investors/our-results/previous-reports/2019-20/annual-report-2019-20.pdf>) and for the year ended 31 March 2021 (as contained at pages 109 to 186 (inclusive) of TWUL’s financial statements (<https://www.thameswater.co.uk/media-library/home/about-us/investors/our-results/current-reports/annual-report.pdf>),

save that any statement contained herein or in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any such subsequent document which is incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus. Any documents, which are themselves incorporated by reference in the documents incorporated by reference in this Prospectus, shall not form part of this Prospectus. Where only certain parts of a document are incorporated by reference in this Prospectus, the non-incorporated parts are either not relevant to the investor or are covered elsewhere in this Prospectus. Except as provided above, no other information (including information on the Issuer’s website) is incorporated by reference herein.

The auditors’ report for the audited financial statements of TWUL for the years ended 31 March 2020 and 31 March 2021 can be found at:

- (i) pages 132 to 137 (inclusive), in the case of the audited financial statements of TWUL for the year ended 31 March 2020; and
- (ii) pages 110 to 117 (inclusive), in the case of the audited financial statements of TWUL for the year ended 31 March 2021.

Each Obligor will provide, without charge, to each person to whom a copy of this Prospectus has been delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to any of the Issuer or the other Obligors at Clearwater Court, Vastern Road, Reading, RG1 8DB.

Copies of documents deemed to be incorporated by reference in this Prospectus may be viewed on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>. The contents of this website, other than copies of those documents deemed to be incorporated by reference into this Prospectus, are for information purposes only and do not form part of this Prospectus.

The Issuer will provide, free of charge, upon oral or written request, a copy of this Prospectus (or any document incorporated by reference in this Prospectus) at the specified offices of the Bond Trustee and (in the case of Bearer Bonds) at the offices of the Paying Agents and (in the case of Registered Bonds) at the offices of the Registrar and the Transfer Agents.

The hyperlinks included in this Prospectus or included in any documents incorporated by reference into the Prospectus, and the websites and their content are not incorporated into, and do not form part of, this Prospectus.

PRESENTATION OF FINANCIAL INFORMATION

The audited financial statements of TWUL and the Issuer as at and for the years ended 31 March 2020 and 31 March 2021 have been prepared in accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and international financial reporting standards adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union.

The audited financial statements of TWH as at and for the years ended 31 March 2020 and 31 March 2021 have been prepared in accordance with the Financial Reporting Standard 101 Reduced Disclosure Framework (“FRS 101”).

SUPPLEMENTAL PROSPECTUS

The Issuer has undertaken, in connection with the admission of the Bonds to the Official List and to trading on the Market, that, if there shall occur any significant new factor, mistake or material inaccuracy relating to information contained in this Prospectus which is capable of affecting the assessment of any Bonds whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Prospectus, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the relevant Issuer, and the rights attaching to the Bonds, the Issuer shall prepare a supplement to this Prospectus or publish a replacement prospectus for use in connection with any subsequent issue by the Issuer of Bonds and will supply to each Dealer and the Bond Trustee such number of copies of such supplement hereto or replacement prospectus as such Dealer and Bond Trustee may reasonably request. The Issuer will also supply to the FCA such number of copies of such supplement hereto or replacement prospectus as may be required by the FCA and will make copies available, free of charge, upon oral or written request, at the specified offices of the Paying Agents (as defined herein).

If the terms of the Programme are modified or amended in a manner which would make this Prospectus, as so modified or amended, inaccurate or misleading, a new prospectus will be prepared.

If at any time the Issuer shall be required to prepare a supplement to this Prospectus pursuant to Article 23 of the UK Prospectus Regulation, the Issuer shall prepare and make available an appropriate amendment or supplement to this Prospectus or a further prospectus which, in respect of any subsequent issue of Bonds to be listed on the Official List and admitted to trading on the Market, shall constitute a supplemental prospectus as required by Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In the following paragraphs, the expression “necessary information” means, in relation to any Class of Bonds, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Bonds. In relation to the different types of Bonds which may be issued under the Programme, the Issuer has endeavoured to include in this Prospectus all of the necessary information except for information relating to the Bonds which is not known at the date of this Prospectus and which can only be determined at the time of an individual issue of a Class of Bonds.

Any information relating to the Bonds which is not included in this Prospectus and which is required in order to complete the necessary information in relation to a Class of Bonds will be contained in the relevant Final Terms or Drawdown Prospectus.

Such information will be contained in the relevant Final Terms unless any such information constitutes a significant new factor relating to the information contained in this Prospectus in which case such information, together with all of the necessary information in relation to the Bonds, may be contained in a Drawdown Prospectus. In addition, the Obligors may agree with any Dealer and the Bond Trustee that the Bonds may be issued in a form not contemplated by the Conditions (as defined below), in which event (in the case of the Bonds admitted to the Official List only) a Drawdown Prospectus will be made available which will describe the effect of the agreement reached in relation to such Bonds.

The terms and conditions applicable to any particular Tranche of Bonds which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Bonds which is the subject of a Drawdown Prospectus, each reference in this Prospectus to information being specified, completed or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. Each Drawdown Prospectus will be constituted by a single document containing the necessary information relating to the relevant Issuer and the relevant Bonds.

For a Class of Bonds which is the subject of Final Terms, those Final Terms must be read in conjunction with this Prospectus. The terms and conditions applicable to any particular Class of Bonds which is the subject of Final Terms are the Conditions as completed to the extent described in the relevant Final Terms.

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CHAPTER 1

OVERVIEW OF THE PROGRAMME

The following does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the Conditions of any particular Tranche of Bonds, the applicable Final Terms or Drawdown Prospectus. Words and expressions not defined in this section have the same meanings as defined in Chapter 8 “*The Bonds*”.

Description	Guaranteed Bond Programme.
Programme Size	Up to £10,000,000,000 (or its equivalent in other currencies calculated as described herein) aggregate nominal amount of Bonds Outstanding at any time.
Issuance in Classes	<p>Bonds issued under the Programme have been and will be issued in Series, with each Series belonging to one of two Classes. The Wrapped Bonds are and will be designated as either Class A Wrapped Bonds or Class B Wrapped Bonds. The Unwrapped Bonds are and will be designated as one of Class A Unwrapped Bonds or Class B Unwrapped Bonds. Each Class comprises or will comprise one or more Sub-Classes of Bonds with each Sub-Class pertaining to, among other things, the currency, interest rate and maturity date of the relevant Sub-Class and each Sub-Class can be issued in one or more Tranches, the specific terms of each Tranche of a Sub-Class being identical in all respects, save for the issue dates, interest commencement dates and/or issue prices, to the terms of the other Tranches of such Sub-Class.</p> <p>The specific terms of each Tranche of Bonds are and will be set out in the Final Terms or Drawdown Prospectus (as may be applicable).</p>
Issue Dates	30 August 2007 (the “ Initial Issue Date ”) and thereafter, the date of issue of a Tranche of Bonds as specified in the relevant Final Terms or Drawdown Prospectus (each an “ Issue Date ”).
Distribution	Bonds have been and may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Certain Restrictions	<p>Each issue of Bonds, denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply, has been and will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time including the restrictions applicable at the date of this Prospectus. See Chapter 12 “<i>Subscription and Sale</i>”.</p> <p>Bonds having a maturity of less than one year from the date of issue will constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the FSMA unless they are issued to a limited class of professional investors</p>

	and have a denomination of at least £100,000 or its equivalent. See Chapter 12 “ <i>Subscription and Sale</i> ”.
Currencies	Euro, Sterling, U.S. dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.
Maturities	Such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the Relevant Currency (as defined in the Conditions).
Issue Price	Bonds have been and will be issued on a fully-paid basis and may be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the relevant Final Terms or Drawdown Prospectus.
Interest	Bonds are and will, unless otherwise specified in the relevant Final Terms or Drawdown Prospectus, be interest-bearing and interest is or will be calculated (unless otherwise specified in the relevant Final Terms or Drawdown Prospectus) on the Principal Amount Outstanding (as defined in the Conditions) of such Bond. Interest accrues or will accrue at a fixed or floating rate (plus, in the case of Indexed Bonds, amounts in respect of indexation) and is or will be payable in arrear, as specified in the relevant Final Terms or Drawdown Prospectus, or on such other basis and at such rate as may be so specified. Interest is or will be calculated on the basis of such Day Count Fraction (as defined in the Conditions) as may be agreed between the Issuer and the relevant Dealer as specified in the relevant Final Terms or Drawdown Prospectus.
Form of Bonds	The Bonds in issue have been issued under the Programme in bearer form. Each further Sub-Class of Bonds will be issued in bearer or registered form as described in Chapter 8 “ <i>The Bonds</i> ”. Registered Bonds will not be exchangeable for Bearer Bonds.
Fixed Rate Bonds	Fixed Rate Bonds bear or will bear interest at a fixed rate of interest payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption, as specified in the relevant Final Terms or Drawdown Prospectus.
Floating Rate Bonds	Floating Rate Bonds will bear interest at a rate determined: <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the Relevant Currency governed by an agreement incorporating the 2000 ISDA Definitions or the 2006 ISDA Definitions (each as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Bonds of the relevant

Sub-Class) as set out in the relevant Final Terms or Drawdown Prospectus; or

- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service (being EURIBOR or SONIA);

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Sub-Class of Floating Rate Bonds.

Indexed Bonds

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Indexed Bonds (including Limited Indexed Bonds as defined in Condition 7(a) (*Indexation – Definitions*)) are and may be calculated in accordance with Condition 7 by reference to the UK Retail Price Index, CPI or CPIH (as specified in the relevant Final Terms or Drawdown Prospectus).

Interest Payment Dates

Interest in respect of Fixed Rate Bonds is or will be payable annually in arrear and in respect of Floating Rate Bonds and Indexed Bonds is or will be payable semi-annually in arrear (or, in each case, as otherwise specified in the relevant Final Terms or Drawdown Prospectus).

Redemption

The applicable Final Terms or Drawdown Prospectus indicate or will indicate either that the relevant Bonds cannot be redeemed prior to their stated maturity (other than in specified instalments, or for taxation reasons, if applicable, or following an Index Event or (subject to the terms of the STID) following an Event of Default) or that such Bonds will be redeemable at the option of the Issuer and/or the Bondholders upon giving notice to the Bondholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer, in each case as set out in the applicable Final Terms or Drawdown Prospectus.

Redemption for Index Event, Taxation or Other Reasons

Upon the occurrence of certain index events (as set out in Condition 8 (*Redemption for Index Event, Taxation or Other Reasons*)), the Issuer may redeem all, but not some only, of the Indexed Bonds at their Principal Amount Outstanding together with accrued but unpaid interest and amounts in respect of indexation and any and all amounts due and payable by the Issuer to any Financial Guarantor under the Finance Documents. No single Sub-Class of Indexed Bonds may be redeemed in these circumstances unless all the other Sub-Classes of Indexed Bonds are also redeemed.

In addition, in the event of the Issuer becoming obliged to make any deduction or withholding from payments in respect of the Bonds (although the Issuer will not be obliged to pay any additional amounts in respect of such deduction or withholding)

the Issuer may (but is not obliged to): (a) use its reasonable endeavours to arrange for the substitution of another company incorporated in an alternative jurisdiction (subject to certain conditions as set out in Condition 8(c) (*Redemption for Index Event, Taxation or Other Reasons*) of the Bonds); and, failing this (b) redeem (subject to certain conditions as set out in Condition 8(c) (*Redemption for Index Event, Taxation or Other Reasons*) of the Bonds) all (but not some only) of the Bonds at their Principal Amount Outstanding (plus, in the case of Indexed Bonds, amounts in respect of indexation) together with accrued but unpaid interest. No single Class or Sub-Class of Bonds may be redeemed in these circumstances unless all the other Classes and Sub-Classes of Bonds are also redeemed in full at the same time

In the event of TWUL electing to prepay an advance funded by the proceeds of an issuance of a Sub-Class of Bonds (in whole or in part) under an Issuer/TWUL Loan Agreement, the Issuer shall be obliged to redeem all or the relevant part of such Sub-Class of Bonds or the proportion of the relevant Sub-Class which the proposed prepayment amount bears to the amount of the relevant advance under the relevant Issuer/TWUL Loan Agreement.

The Issuer shall only be permitted to pay Early Redemption Amounts to the extent that in so doing it will not cause an Event of Default to occur or subsist.

Denomination of Bonds

Bonds have been and will be issued in such denominations as have been or may be agreed between the Issuer and the relevant Dealer save that: (i) in the case of any Bonds which are to be admitted to trading on a regulated market within the UK or offered to the public in the UK in circumstances which require the publication of a prospectus under the UK Prospectus Regulation, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Bonds); and (ii) in any other case, the minimum specified denomination of each Bond will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Relevant Currency. See the section “*Certain Restrictions – Bonds with a maturity of less than one year*” above.

Taxation

Payments in respect of Bonds or under the relevant Financial Guarantee are or will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature imposed or levied by or on behalf of any jurisdiction, unless and save to the extent that the withholding or deduction of such taxes, duties or charges is required by law. In that event and to that extent, the Issuer and, to the extent there is a claim under the relevant Financial

Guarantee, the relevant Financial Guarantor will make payments subject to the appropriate withholding or deduction. Notwithstanding the foregoing, no additional amounts are or will be paid by the Issuer or the Guarantors or, to the extent there is a claim under the relevant Financial Guarantee, by the relevant Financial Guarantor in respect of any withholdings or deductions.

Status of the Bonds

The Bonds in issue constitute and any future Bonds issued will constitute secured obligations of the Issuer. Each Class of Bonds ranks and will rank *pari passu* without preference or priority in point of security amongst themselves.

The Bonds represent the right of the holders of such Bonds to receive interest and principal payments from the Issuer in accordance with the terms and conditions of the Bonds (the “**Conditions**”) and the trust deed as amended or supplemented from time to time (the “**Bond Trust Deed**”) entered into by TWUL, TWH, the Issuer and the Bond Trustee in connection with the Programme.

All claims in respect of the Class A Unwrapped Bonds will rank in priority to payments of interest and principal due on all Class B Unwrapped Bonds.

In the case of interest on Class B Bonds only, if, on any Payment Date prior to the taking of Enforcement Action after the termination of a Standstill Period, there are insufficient funds available to the Issuer (after taking into account any amounts available to be drawn under any DSR Liquidity Facility or from the Debt Service Reserve Accounts) to pay accrued interest on the Class B Bonds, the Issuer’s liability to pay such accrued interest will be treated as not having fallen due and will be deferred until the earliest of: (i) the next following Interest Payment Date on which the Issuer has, in accordance with the Payment Priorities, sufficient funds available to pay such deferred amounts (including any interest accrued thereon); (ii) the date on which the Class A Debt has been paid in full; and (iii) an Acceleration of Liabilities (other than a Permitted Hedge Termination, a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) and in the case of a Permitted Share Pledge Acceleration only to the extent that there would be sufficient funds available in accordance with the Payment Priorities to pay such deferred interest (including any interest accrued thereon). Interest will accrue on such deferred interest at the rate otherwise payable on unpaid principal of such Class B Bonds.

In the case of principal on Class B Bonds only, if on any date, prior to the taking of Enforcement Action after the termination of a Standstill Period, on which such Bond is to be redeemed (in whole or in part) there are insufficient funds available to the

Issuer to pay such principal, the Issuer's liability to pay such principal will be treated as not having fallen due and will be deferred until the earliest of: (i) the next following Interest Payment Date on which the Issuer has, in accordance with the Payment Priorities, sufficient funds to pay such deferred amounts (including any interest accrued thereon); (ii) the date on which all Class A Debt has been paid in full; and (iii) an Acceleration of Liabilities (other than a Permitted Hedge Termination, a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) and in the case of a Permitted Share Pledge Acceleration only to the extent that there would be sufficient funds available in accordance with the Payment Priorities to pay such deferred principal (including any accrued interest thereon). Interest will accrue on such deferred principal at the rate otherwise payable on unpaid principal of such Class B Bonds.

Covenants

The representations, warranties, covenants (positive, negative and financial) and events of default which apply and will apply to, among other things, the Bonds are set out in the common terms agreement dated the Initial Issue Date as amended, supplemented or restated from time to time (the "**CTA**"). See Chapter 7 "*Overview of the Financing Agreements*" under "**Common Terms Agreement**".

Guarantee and Security

The outstanding Bonds in issue are, and further Bonds issued under the Programme will be, unconditionally and irrevocably guaranteed and secured by each of TWUL and TWH pursuant to a guarantee and security agreement (the "**Security Agreement**") entered into by each Obligor in favour of the Security Trustee over the entire property, assets, rights and undertaking of each such Obligor (the "**Security**"), in the case of TWUL to the extent permitted by the WIA and the Licence. Each such guarantee constitutes a direct, unconditional and secured obligation of each such Obligor. The Security is held by the Security Trustee on trust for the Secured Creditors (as defined below) under the terms of the Security Agreement and subject to the terms of the STID (as defined below).

The securitised assets backing any issue have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Bonds issued.

Intercreditor Arrangements

The Secured Creditors, each Secondary Market Guarantor and each Obligor are and will each be a party to a security trust and intercreditor deed dated the Initial Issue Date as amended, supplemented or restated from time to time (the "**STID**"), which regulates, among other things: (i) the claims of the Secured Creditors; (ii) the exercise and enforcement of rights by the Secured Creditors; (iii) the rights of the Secured Creditors and the Secondary Market Guarantors to instruct the Security

Trustee; (iv) the rights of the Secured Creditors during the occurrence of an Event of Default; (v) the Entrenched Rights and Reserved Matters of each Secured Creditor; and (vi) the giving of consents and waivers and the making of amendments by the Secured Creditors and the Secondary Market Guarantors. See Chapter 7 “*Overview of the Financing Agreements*” under “*Security Trust and Intercreditor Deed*”.

Authorised Credit Facilities

Subject to certain conditions being met, the Issuer and (for certain indebtedness) TWUL are permitted to incur indebtedness under authorised credit facilities (each an “**Authorised Credit Facility**”) with an Authorised Credit Provider. These Authorised Credit Facilities may comprise loan, hedging, finance leases, liquidity facilities and other facilities (including Financial Guarantees) subject to the terms of the CTA and the STID and subject to certain types of facilities only being available to certain Obligors (e.g. finance leases will be limited to TWUL). Each Authorised Credit Provider is or will be party to the CTA and the STID and may have voting rights thereunder. The Finance Lessors, the Hedge Counterparties, the EIB, the Credit Facility Providers, the DSR Liquidity Facility Providers and the O&M Reserve Facility Providers constitute Authorised Credit Providers. See Chapter 7 “*Overview of the Financing Agreements*”.

Credit Facility

TWUCFL entered into a facility agreement on 2 September 2011 with the Credit Facility Providers as amended, restated and supplemented or replaced from time to time (and, if applicable, in respect of which the Issuer has been substituted in place of TWUCFL as the principal debtor and TWUCFL has ceased to be a party).

DSR Liquidity Facility

Pursuant to the terms of each DSR Liquidity Facility Agreement, the DSR Liquidity Facility Providers make available to the Issuer a 364-day revolving credit facility to enable drawings to be made by the Issuer in circumstances where TWUL has or will have insufficient funds available to it on a Payment Date to pay scheduled interest or certain other payments under the Authorised Credit Facilities of TWUL (including the Issuer/TWUL Loan Agreements and the TWUF/TWUL Loan Agreements), to enable the Issuer to make payments due on the Bonds, the Unsecured TWUF Bond Debt, the Secured TWUF Bonds or certain other Senior Debt. The Issuer is obliged, pursuant to the CTA, to maintain through DSR Liquidity Facilities and/or amounts in the Debt Service Reserve Accounts an amount or amounts which is/are in aggregate at least equal to the aggregate of projected interest payments on the Class A Debt, the Class B Debt and the Unsecured TWUF Bond Debt for the succeeding 12 months (after taking into account the impact thereon of any Hedging Agreement then in place).

O&M Reserve Facility

The O&M Reserve Facility Providers make available to the Issuer a liquidity facility in an amount equivalent to 10 per cent. of TWUL's Projected Operating Expenditure and Capital Maintenance Expenditure for the succeeding 12 months (as estimated by TWUL), the proceeds from which are and will be on-lent by the Issuer to TWUL for the purpose of meeting TWUL's unfunded operating and maintenance expenses.

Listing

Application has been made to admit Bonds issued under the Programme to the Official List and to admit them to trading on the Market.

The applicable Final Terms or Drawdown Prospectus will state on which stock exchange(s) the Bonds are to be listed.

Ratings

The ratings assigned by the Rating Agencies to the Class A Unwrapped Bonds and Class B Unwrapped Bonds will reflect only the views of the Rating Agencies. The initial ratings of a Series of Bonds will be specified in the Final Terms or Drawdown Prospectus (as may be applicable).

In general, United Kingdom regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the United Kingdom and registered under the Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). Each of Standard & Poor's and Moody's is a credit rating agency established and operating in the United Kingdom and is registered under the UK CRA Regulation.

As defined by S&P, a BBB+ rating means that the obligations of the Obligors exhibit adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the Obligors' capacity to meet their financial commitments on the obligation. The addition of the plus (+) sign indicates a ranking in the higher end of the 'BBB' rating category.

As defined by Moody's, a Baa1 rating means that the obligations of the Obligors are considered medium grade and are subject to moderate credit risk and as such may possess certain speculative characteristics. The modifier 1 indicates a ranking in the higher end of the 'Baa' generic category.

As defined by S&P, a BBB- rating means that the obligations of the Obligors exhibit adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the Obligors' capacity to meet their financial commitments on the obligation. The addition of the minus (-) sign indicates a ranking at the lower end of the 'BBB' rating category.

As defined by Moody's, a Ba1 rating means that the obligations of the Obligors are considered to be speculative and are subject

to substantial credit risk. The modifier 1 indicates a ranking in the higher end of the ‘Ba’ generic category.

A rating is not a recommendation to buy, sell or hold securities and will depend, among other things, on certain underlying characteristics of the business and financial condition of TWUL.

Governing Law

The Bonds in issue are, and new Bonds will be and all non-contractual obligations arising from or in connection with any such Bonds are, or will be (as the case may be), governed by, and construed in accordance with, English law.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the Bonds in the United States, the United Kingdom, the European Economic Area and such other restrictions as may be required in connection with the offering and sale of a particular Sub-Class of Bonds. See Chapter 12 “*Subscription and Sale*”.

Investor Information

TWUL is required to produce an investors’ report (the “**Investors’ Report**”) semi-annually to be delivered within 180 days from 31 March or 90 days from 30 September of each year. Such Investors’ Report will include, among other things: (i) a general overview of the TWUL business in respect of the six month period ending on the immediately preceding Calculation Date; (ii) the calculations of the Class A ICR, Class A Adjusted ICR, Conformed Class A Adjusted ICR, Additional Conformed Class A Adjusted ICR, Senior Adjusted ICR, Conformed Senior Adjusted ICR and the Additional Conformed Senior Adjusted ICR for each Test Period (historic and projected); (iii) the calculations of the Class A Average Adjusted ICR, Conformed Class A Average Adjusted ICR, Additional Conformed Class A Average Adjusted ICR, Senior Average Adjusted ICR, Conformed Senior Average Adjusted ICR and Additional Conformed Senior Average Adjusted ICR for the 12 month period ending on such Calculation Date; (iv) the Class A RAR, Senior RAR and Conformed Senior RAR (historic and projected); and (v) reasonable detail of the computations of these financial ratios.

An abridged version of each such Investors’ Report has been and will be made available by TWUL and the Issuer on TWUL’s website. In addition, a long-form version of each such Investors’ Report has been and will be provided to the Security Trustee, each Rating Agency and each Facility Agent in accordance with the provisions of the CTA.

CHAPTER 2

RISK FACTORS

The Issuer and the other Obligors believe that the following factors may affect their ability to fulfil their obligations (including the payment of principal and interest) under the Bonds issued under the Programme. All of these factors are contingencies which may or may not occur.

Factors which the Issuer and the other Obligors believe may be material for the purpose of assessing the market risks associated with Bonds issued under the Programme are also described below.

The Issuer, TWUL or the other Obligors believe that the factors described below represent the principal risks inherent in investing in Bonds issued under the Programme, but the Issuer, TWUL or the other Obligors may be unable to pay interest, principal or other amounts on or in connection with any Bonds for other reasons. The Issuer, TWUL or the other Obligors do not represent that the statements below regarding the risks of holding any Bonds are exhaustive. There may be additional risks that the Issuer, TWUL or the other Obligors currently consider not to be material or of which they are not currently aware, and any of these risks could have the effects set forth above. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision. Bondholders may lose the value of their entire investment in certain circumstances.

In addition, while the various structural elements described in this document are intended to lessen some of these risks for holders of the Bonds, there can be no assurance that these measures will ensure that the holders of the Bonds of any Sub-Class will receive payment of interest or repayment of principal from the Issuer in respect of such Bonds on a timely basis or at all. Investors may lose all or part of their investment.

Further information on the Issuer and the other Obligors relating to the following risk factors is set out in Chapter 5 “Description of the TWU Financing Group”.

This Risk Factors chapter is presented to cover the following risk categories and is accordingly divided into the following sections:

- *Strategic risks;*
- *Operational risks;*
- *Compliance risks;*
- *Financial risks*
- *Risks relating to the Bonds.*

Background

TWUL is structured into separate business areas, each with its own management structure and leadership teams.

Each business area has risk management processes which are aligned to the overall TWUL risk management framework. Key specific business area considerations are outlined below, grouped across wholesale and retail due to the similarities in the nature of these areas. Each business area is overlaid by the regulatory framework and the outcome delivery incentives (“ODIs”) which the business areas are aligned to deliver, are outlined in the Chapter 5 “Description of the TWU Financing Group”.

Strategic risks

Damage to corporate reputation or brand perception

TWUL's brand and reputation are important assets. TWUL must actively manage its reputation, and that of its senior management and its executive, with various stakeholders including customers, investors, opinion-formers, suppliers, contractors, consumer and community representatives, employees, the media, governments and government agencies, other political parties and regulatory and trade union bodies. Any failure to operate professionally, fairly and with integrity, or the public perception that there has been such a failure or other real or perceived failures of governance, or legal or regulatory compliance could further undermine public trust in TWUL or its management. This can in turn lead to increased regulatory intervention, harm TWUL's reputation and adversely affect its business, results of operations and overall financial condition.

TWUL has made fundamental changes to rebuild trust of its customers and stakeholders. This included a review of Thames Water's corporate structure and governance to ensure that it is as simple and transparent as possible. The changes made included closing TWUL's subsidiaries in the Cayman Islands, refreshing the board and executive team and appointing a new CEO, Sarah Bentley, who joined on 1 September 2020. Over 60% of the Executive team are new appointments, including the introduction of a new CFO and two new Executive positions.

The Covid-19 pandemic, increases in living costs, including water and sewerage services, and political and economic volatility have increased the level of media coverage of TWUL. This may have had and may continue to have a negative impact on the public's perception of the water industry and its participating companies. The increased use of social media has also allowed and is likely to continue to allow customers and consumer groups to engage, share views, and take part in direct action and other campaigns more readily than before. Any failure to retain the trust of TWUL's customers could lead to campaigns for corporate and regulatory change. In addition, due to the scale of its operations in the UK, TWUL may be subject to increased media scrutiny, in particular regarding compliance with its regulatory obligations and its retail service. Increased media coverage may result in additional or increased government and regulatory scrutiny and / or intervention. In recognition of the need to manage these and other challenges in a holistic way, all functions within the business involved in managing corporate reputation and brand perception were brought together in autumn 2019 under a new corporate affairs directorate.

Extreme Weather

There is a risk that extreme weather conditions and freeze-thaw events, such as those experienced in Winter 2017/2018 could cause flooding (including widespread flood inundation of above ground assets), prolonged periods of drought and/or operational difficulties, which could adversely affect TWUL's service performance and give rise to potential penalties, the need to pay compensation to customers or other regulatory action.

Over the last ten years on average c.150 properties have succumbed annually to internal hydraulic flooding. The estimated financial impact caused by internal sewer flooding is less than £1 million annually. Whilst unacceptable, this represents relatively good performance at the industry level. However, in 2020 and more recently in July 2021 TWUL has seen summer convective storms becoming a more regular occurrence. These short sharp intense summer storms, with as much as a month's rainfall in a single event, are triggering hundreds of properties flooding on each occasion. Investment is being included as part of TWUL's medium to longer term planning to address resilience to these types of events but is likely to entail multiple Asset Management Plans ("AMP") to address as part of a wider industry initiative for Drainage and Wastewater Management Planning (DWMPs).

Climate change

The continued heightening of attention to climate change, including activities by non-governmental and political organisations (including government) as well as greater interest by the broader public, is likely to lead to additional regulations designed to tackle climate change. Policies and initiatives at national and international level to address the causes and impacts of climate change may affect business conditions and demand for services in the medium to long term. Customer response to climate change also presents risks to TWUL due to growing customer demand for climate resilient and low-carbon products and services. As part of TWUL's response to mitigate impact on climate change, goals to reduce operational net carbon emissions to zero by 2030 have been set and plans are being developed to achieve this.

In addition, new regulatory regimes may adversely affect TWUL's operations if TWUL is unable to find economically viable, technologically deliverable as well as publicly, politically and regulatorily acceptable, solutions that avoid and/or reduce its CO₂ emissions for new and existing projects or services.

Measures to tackle loss of biodiversity and policies intended to protect local habitats may also impact TWUL's future access to water resources in areas deemed to be biologically sensitive, which in turn could affect TWUL's wholesale business. Failure to adhere to the requirements of any such policies or regulations on climate change, or indeed damage to the environment caused by TWUL's business activities, could result in added reputational risk, legal proceedings or other measures being taken against TWUL.

Water shortages / population growth

TWUL operates in an area with low annual average rainfall and a rapidly growing population.

In the event of drought, additional costs may be incurred by TWUL in providing emergency reinforcement to supplies and operating consumer awareness programmes. TWUL may also incur additional costs where there are restrictions on the use or supply of water, for example through temporary use bans, drought orders, drought permits and, in extreme circumstances, emergency drought orders, which may authorise TWUL to set up standpipes or water tanks to provide water. Each of these eventualities may result in compensation for customers or penalties for missed performance commitment targets. TWUL's business operational performance, profitability, financial condition or key assets may also be adversely affected.

Population growth above forecast levels, climate change, elevated customer service level expectations and reduced customer tolerance for disruptions are likely to necessitate more efficient use of existing resources and development of infrastructure projects to increase and/or improve capacity. Such projects carry long lead times and have a large financial impact. Failure to plan effectively for future demand could adversely affect the reputation of TWUL with key external stakeholders and customers and incur financial impacts and ODI penalties.

Potential water shortages may be exacerbated by reductions imposed by the EA in the volume of water licensed to be abstracted, to mitigate environmental damage or to achieve sustainable levels of abstraction. In such situations, TWUL may incur additional costs in implementing replacement sources and paying increased abstraction charges to cover compensation payments to other abstractors whose licences are revoked or varied to alleviate environmental impact.

Political intervention in the water sector

TWUL and the UK water industry generally continue to see a high level of scrutiny by regulators and key stakeholders, including the UK Government and other political parties. The UK's Official Opposition, the UK Labour Party, had pledged to nationalise the UK water industry in the run up to the 2019 General Election, and their current party leader, Sir Keir Starmer, has stated that he believes in common ownership of utilities. However, the substantial majority held by the Conservative Party since the 2019 General Election has seen the

prospect of renationalisation diminish in the medium-term. The next UK general election is scheduled to be held in May 2024.

Future intervention by the UK Government in the water markets, or changes in governmental policy, may have an effect on TWUL's operations and affect its ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements, and which consequently may impact the Issuer's ability to meet its obligations under the Bonds.

Competition in the water industry

The Water Act 2014 extended retail competition for water and sewerage services to all eligible non-household customers in England from April 2017. Ofwat has taken steps to introduce competition into the water supply and sewerage industry via the WSL regime and the inset, NAV regime, and to further competition in the industry more widely, including in relation to household retail competition and bioresources.

Ofwat has introduced the bid assessment frameworks (e.g. Bioresources) and reforms to Direct Procurement for Customers (DPC) that create competition for new investments for discrete projects that operate in the existing network. In this competitive model TWUL would collect the revenue to finance these assets it does not own but could operate.

Increased retail (and other) market activity and the introduction of new suppliers within TWUL's water and sewerage regions could expose TWUL to increased scrutiny. Consequently, this could increase the risk of Ofwat finding (following a Competition Act investigation) that TWUL has inadvertently breached one of the new requirements. This, in turn, could result in substantial fines, legal proceedings and/or have a negative impact on TWUL's operations and reputation which may impact the Issuer's ability to meet its obligations under the Bonds.

Licence modifications

As further described in Chapter 6 "*Regulation of the Water and Wastewater Industry in England and Wales*", TWUL needs to operate in accordance with its licence conditions. Under the WIA, licence conditions may be modified by Ofwat with or without TWUL's consent. If Ofwat makes any such modifications, the regulator must take account of its primary duties which include financeability.

The UK Secretary of State has a power to veto certain proposed modifications agreed by Ofwat and TWUL or refer them to the CMA. In the event that a referral results in the CMA making a determination that TWUL's existing licence operates against the public interest and that those adverse effects could be remedied or prevented by modifications of the licence, the licence could be modified without TWUL's consent. Additionally, modifications can result from a decision on a merger or market investigation referred by the CMA.

The way in which licence modifications are implemented could have a material impact on TWUL's profitability. Any failure or perceived failure by TWUL to comply with licence modifications or related requirements could result in substantial fines, loss or debarment of licence, legal proceedings and have a negative impact on operations and reputation.

Periodic Review

The turnover, profitability and cash flow of TWUL are substantially influenced by the separate water operations and sewerage, and retail price controls and the out-performance / under-performance payments reward/penalty arrangements established by Ofwat in its Periodic Review, and Ofwat's assessment of delivery against those factors.

Ofwat has a duty to ensure that companies are able (in particular, by securing reasonable returns on their capital) to finance the proper carrying out of their functions. An adverse price determination (which would adversely affect revenue, profitability and cash flow) may occur as a result of a number of factors. These include an

inadequate allowed cost of capital or regulatory assumptions concerning operating expenditure and required capital expenditure and insufficiently accurate revenue forecasts. In addition, unforeseen financial obligations or costs may arise after a Periodic Review (for example, as a result of ensuring regulatory compliance or changes to legislation or regulatory requirements) which were not taken into account by Ofwat in setting price limits and are consequently not compensated for, which could materially adversely affect financial performance of TWUL which would impact TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and, consequently, impact on the Issuer's ability to meet its obligations under the Bonds.

Interim Determinations

An interim determination of a price limit may be made between Periodic Reviews in specified circumstances, including, in the case of TWUL, the circumstances contemplated by the Substantial Effects Clause in the Licence. An interim determination could reduce the amount of revenue which TWUL is able to charge to its customers, which would impact TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

Thames Tideway Tunnel

Bazalgette has a principal duty to deliver, operate and maintain the TTT Project; however, if System Acceptance is delayed, or the relevant infrastructure is not available, and Ofwat is satisfied that TWUL contributes to a contravention of the Project Licence, Ofwat may take regulatory enforcement action against TWUL.

In Ofwat's report titled "*PR19 Final Determinations*", published on 16th December 2019 ("**PR19 Final Determination**"), significant penalties (Performance Commitment ET04 up to £75 million) are placed on TWUL for failure to support the TTT commissioning process in a timely manner if TWUL assets are not ready to support the process.

Either Bazalgette or the TTT Project could ultimately fail. This could lead to TWUL suffering reputational damage, additional costs or being unable to agree an appropriate funding mechanism for any new proposal to sewage discharges into the River Thames. This would impact TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

The project consultation and planning processes were carried out by TWUL in advance of Bazalgette's appointment. London customers continue to receive their bills from Thames Water and so any delays and problems during construction may be wrongly perceived to be the delays and defaults of TWUL. As such, adverse publicity and increases in customer complaints, resulting in adverse impact on the SIM performance and resultant regulatory penalty, could arise from issues for which TWUL is not responsible under contract, regulation or statute.

Please refer to the following sections at Chapter 5 for further details of "Overview of land arrangements" and "Ofwat Consultation on Proposed Condition T".

Operational risks

Contamination of water supplies

There is a risk (including malicious) of contamination of water supplies. TWUL believes this is unlikely due to the rigorous systems, controls and mitigation plans TWUL has in place. However, in the event of a major contamination of TWUL's water supply, there is likely to be a significant adverse operational impact on TWUL. TWUL would likely incur significant operational expense, be required to pay fines for breaches of statutory

requirements and/or regulations and experience a damaging effect on its reputation and brand. Such eventualities are also likely to adversely affect TWUL's profitability or financial condition.

Although TWUL has rigorous systems in place to minimise such risk of contamination and increased operational costs which may be recoverable by TWUL through the mechanisms referred to in Chapter 6 "*Regulation of the Water and Wastewater Industry in England and Wales*" or future Periodic Reviews, TWUL also has £25 million of water resilience insurance in place. However, there is a risk that not all the costs of any such liabilities may be covered by regulatory mechanisms, future Periodic Reviews or insurance and insurance coverage may not continue to be available in the future. In addition, contamination of supplies could exacerbate water shortages.

Operation of key services during the Covid-19 pandemic

The emergence of the Covid-19 virus has had far-reaching ramifications on businesses, including the water industry. The key areas of TWUL's business which have been affected by Covid-19 include: (i) a reduction in cash collection rates and cash received from household customers; (ii) a reduction in revenue from non-household customers due to increased property vacancy rates and lower consumption from these users more broadly; (iii) reduced consumption and the ability of retailers in the competitive retail water market to pay; (iv) fluctuating demand in TWUL's services from household customers which has led to an increase in revenue from these customers; (v) increases in operating costs arising predominantly from reduced power generation related to reductions in waste flows across London and the Thames Valley, additional consumables required to increase health and safety measures across sites, change in job mix and additional temporary plant hire; (v) a reduction in total expenditure arising from capital programmes disruption, access restrictions and fewer activities that would otherwise rely on physical exposure to customers; and (vi) increase in leakages in part due to the lessened ability to fix leaks at customer properties.

The effects of Covid-19 could impact TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

Sewer flooding

TWUL's sewerage systems can reach capacity in certain circumstances, such as prolonged heavy rainfall, resulting in flooding. It is not possible to accurately forecast the occurrence or impact of sewer flooding, and so it is not practical to make full or reliable provision for the effects, or the alleviation of the risk, of sewer flooding. This means that there is a risk that TWUL may overspend its Totex allowance in AMP7 to cover the financial cost of measures to deal with sewer flooding (including any compensation payments to its affected customers), if, for example, rainfall is significantly higher than expected.

In addition, underperformance against the AMP7 Internal sewer flooding performance commitments may lead to financial penalties for TWUL under the ODIs. For example, in 2015-16 TWUL confirmed a greater number of additional 'other cause' sewer flooding incidents in AMP5 than had been originally reported. As a result, TWUL faced an increase of £10.3 million in its financial penalty (as an adjustment to RCV), reducing the level of revenue it can charge in future years. In 2020-21 (last year), the penalty incurred by TWUL as a result of flooding due to summer storms and an increase in sewer flooding incidents related to blockages was £10.5 million (See the section entitled "*Performance commitments and incentives*" below for further details on penalties). Increase in costs could affect TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

Counters Creek sewer flooding scheme

In AMP6, TWUL completed a scheme in Counters Creek to protect c.1000 basements from sewer flooding. As a result, during the rainfall in July 2021 the majority of these properties were successfully protected from sewer flooding. However, a small number of new and existing known properties did experience sewer flooding. There is therefore an ongoing review to confirm whether the need exists for a relatively small number of properties to be protected. As a result, a financial risk exists that additional investment will be required in the catchment.

In addition to Counters Creek, other previously completed schemes such as Maida Vale (AMP5) and Westbourne Grove (AMP4) also saw new or existing properties experiencing sewer flooding. These as well as other locations in West London also form part of the review related to Counters Creek mentioned above.

The review is expected to take around 6 – 9 months to complete with the findings being made public and open to scrutiny.

Water service interruptions due to key site or installation disruption

Unexpected failure of, or disruption (including process safety failure, criminal acts or a major health and safety incident) at a key water site or installation (including a reservoir, or treatment works to trunk distribution mains), due to single supply water systems or for any other reason, may cause a significant interruption to the supply of services (in terms of duration or number of customers materially affected). Such failures or disruptions may materially affect the way that TWUL operates, prejudicing its reputation and customer service and result in additional costs. In addition, underperformance against the performance commitment for supply interruptions may lead to financial penalties under the ODIs.

Capital Investment

Failure by TWUL to maintain its capital assets might affect TWUL's profitability or may result in a penalty being imposed on TWUL by Ofwat.

TWUL requires significant capital expenditure for additions to, or replacement of, plant and equipment for its water and sewerage facilities and networks. If TWUL is unable to maintain its capital assets or deliver required improvements, there is a risk of asset failure and unplanned supply interruptions to customers. TWUL's profitability might suffer because of engineering repair costs, social impact costs, or a need for increased capital expenditure.

Alternatively, failure to make the required investment could result in TWUL having to pay substantial penalties in relation to its operational performance commitments.

Failure by TWUL to maintain its capital assets might affect TWUL's ability to meet its obligations under the TWUL/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements, and which consequently may impact the Issuer's ability to meet its obligations under the Bonds (including the payment of principal and interest).

Water asset health

Operational or critical asset failures, caused by both internal and external factors, can result in performance issues leading to adverse effects on the security of the water supply, water quality or flooding, and may require an urgent deployment of resources in order to recover the situation; the costs of which are likely to be high.

There is also a risk that if the water network asset health remains below the required regulatory performance level ("stable status"), this will trigger a penalty to TWUL, and increased regulatory scrutiny, which could have an adverse effect on TWUL's business, operational performance, profitability or financial condition. In more extreme situations TWUL could also be fined for breaches of statutory obligations, be held liable to third parties and/or sustain reputational damage.

The condition of TWUL's below ground water infrastructure assets were assessed as 'marginal' over AMP6, based on a set of performance measures, including the number of bursts and supply interruptions over 12 hours.

Through management interventions and investments from 2017, TWUL was able to achieve a stable asset health status for 2019/20, however TWUL recognises and understands that this area of TWUL's asset base is still fragile.

Sewerage asset health

A significant proportion of TWUL's sewerage system, including most of the directly managed trunk sewers and many of the rising mains, are critical sewers, which means either that the sewers are strategically important, or that in the event of failure, engineering repair costs or social impact costs are likely to be high. There is a risk that asset health may fall below the required level ("**stable status**"). This would trigger a penalty to TWUL and potentially cause unplanned service interruptions to customers, which could have an adverse effect on TWUL's business, operational performance, profitability or financial condition.

Storm Overflows

Most sewerage systems have historically been designed to overflow into watercourses under storm or emergency conditions. After an industry-wide programme to monitor installations in AMP6 to detect when and how frequently these overflows operate, the data is suggesting a significant number (approximately one third) operate more frequently than is currently considered acceptable. The industry is currently delivering a programme to install additional flow monitors at sewage treatment works – these will measure when wastewater is being diverted into storm tanks and if sites are treating sufficient flow before this occurs (or before discharges of untreated wastewater occur for sites without storm tanks). This may identify sites that are non-compliant with their permits, making illegal storm discharges. Additional costs for complying with bringing storm overflows to acceptable levels could have an adverse effect on the ability of TWUL to meet its financing obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently, the Issuer's obligations to the Bondholders.

Catastrophic risk

Catastrophic events such as dam bursts, fires, earthquakes, floods, prolonged droughts, terrorist attacks, diseases, serious plant failure, systems failure or other similar events could result in personal injury, loss of life, pollution or environmental damage, severe damage to or destruction of TWUL's operational assets and cause brand / reputational harm, or loss of confidence in TWUL by its stakeholders. Subject to a possible Interim Determination under the Substantial Effects Clause, any costs resulting from suspension of operations of TWUL could have a material adverse effect on the ability of TWUL to meet its financing obligations.

Although the CTA requires TWUL to maintain insurance (including business interruption insurance) to protect against certain of these risks, the proceeds from such insurance may not be adequate to cover reduced revenues, increased expenses or other losses or liabilities arising from the occurrence of any of the events described above. Moreover, there can be no assurance that such insurance coverage will be available for some or all of these risks in the future at commercially reasonable rates or at all.

Performance of third parties for certain contracts and services

TWUL has entered into various commercial contracts and relationships in respect of certain goods and services. In addition, third party infrastructure will continue to be relied upon in relation to a number of TWUL assets. As with any contractual relationship, there are inherent risks to be considered and mitigated including, among others, counterparty risk (including vulnerabilities as a result of Covid-19 including within counterparty supply chains), insolvency risk, and litigation risk. Any failure by suppliers to deliver the contracted goods or services, and to adhere to TWUL's Corporate Responsibility and other policies, could have a material adverse effect on

TWUL's reputation, business, results of operations and overall financial condition. This is mitigated through supplier management and robust procurement to ensure that appropriate suppliers are selected.

Brexit – critical supplies

Current uncertainties around the full terms of the United Kingdom's withdrawal from the European Union as a consequence of Brexit have impacted, and continue to impact, the market. These uncertainties have the potential to adversely affect the geopolitical landscape, macroeconomic conditions, stability of the financial market and companies' businesses, including the Issuer and the Guarantor, more directly. There is also a risk of possible downgrades to the United Kingdom's sovereign rating, which could in turn have a negative impact on the credit rating of the Issuer or any of the Guarantors. See "*Risks relating to the Bonds— Rating of the Bonds*".

In addition, historically TWUL has accessed funding from Europe-based investors and institutions, including, by way of example, the EIB. In light of Brexit, TWUL may find it more difficult to access funding from such investors and institutions in the future, which could have a negative impact on TWUL's ability to fund its activities and on the cost of that funding.

From a commercial perspective, post Brexit the biggest risk TWUL currently faces is around raw material and product shortages which are being impacted further by a shortage of HGV drivers across supply chains which could impact future price points. Initial issues at borders due to increased checks have subsided and TWUL has been working with its supply chain partners to review UK stock positions to avoid operational risks arising from TWUL's inability to obtain critical items as and when required. Since Brexit sterling has steadily climbed against the euro and therefore the cost impact on imported goods has been marginal.

AMP7 Customer service

Customer service is a high priority for TWUL. During AMP6 Ofwat measured TWUL's household customer service through the Service Incentive Mechanism (SIM), which compared performance across the industry. TWUL's performance improved during AMP6, however this improvement did not have a major impact on TWUL's league table position. TWUL incurred a penalty of £102.8 million (2017-18 FYA CPIH deflated price base) in total over the AMP6 period.

In AMP7, Ofwat has changed its method, replacing SIM with two measures of experience, C-MeX for customers and D-MeX for developers. C-MeX and D-MeX compare performance across the industry, where each Regulated Company's performance is compared to other companies rather than against an absolute performance level. C-MeX and D-MeX have in-period financial outcome delivery incentives ("**ODIs**") and are based on customer surveys (and other service metrics in the case of D-Mex). For the first year of AMP7 TWUL was ranked at the bottom of the C-MeX league table in 17th place and so has incurred a penalty of £16.8 million.

Customer satisfaction may decline if customers experience poor customer service levels, or if it is perceived that TWUL is failing to provide value for money, or maintain and improve service, performance and operational quality. Any failure to maintain consistent quality customer service levels or to improve service levels and operational response could have a material adverse effect on TWUL's reputation, business, results of operations, and overall financial condition, as well as subject TWUL to the risk of increased regulatory scrutiny that could, in turn, result in sanctions from the relevant authorities and resultant penalties.

Loss of data or interruptions to key business systems

Loss or misuse of data, or interruptions to key business and operational systems could have an adverse impact on the availability or integrity of critical national infrastructure and TWUL's operational assets. This could also result in breaches of applicable legislation, including, but not limited to, data protection and information systems security, which could lead to significant penalties that could have an adverse impact on TWUL's financial condition and/or reputation.

TWUL's operations, including the efficient management and accurate billing of customers, effective asset operations, and successful treasury activities rely on sensitive and highly complex information systems and networks, including systems and networks provided by and interconnected with those of third-party providers. It is critical for TWUL to maintain a high degree of focus on the effectiveness, availability, integrity and security of information systems to assure financial, customer service performance metrics.

The volume and complexity of cyber security threats are increasing and constantly evolving thus, it is not 100 per cent. certain that TWUL's control measures will be sufficient to prevent, respond to or recover from all possible breaches. For certain systems and networks, TWUL relies on third-party hardware, software and service providers, which are not entirely under TWUL's control. There is a risk that a security breach could lead to a loss or theft of customer, employee, supplier or TWUL confidential data. A major data security breach could lead to significant reputational damage and result in regulatory intervention and/or substantial fines, especially considering the implementation of the General Data Protection Regulation (Regulation (EU) 2016/679) regarding the protection of natural persons with respect to the processing of personal data and on the free movement of such data.

Attraction and retention of senior management, skilled personnel and capabilities

The attraction, development, retention, reputation and succession of senior management and individuals with key skills are critical factors in the successful execution of TWUL's objectives, and operation of TWUL's businesses. This is especially relevant in the highly competitive labour markets and regions in which TWUL operates and at times when TWUL is subject to high levels of public scrutiny. Insufficient capability and capacity in high calibre senior management and individuals, or any failure to make appropriate succession plans, could compromise achievement of TWUL's objectives and could have a material adverse effect on its business, results of operations and overall financial condition.

Failure by TWUL to deliver its Totex programme

In the wholesale business, TWUL requires significant capital expenditure for additions to, or replacement of, plant and equipment, alongside its operational expenditure. The price controls, set by Ofwat at each Periodic Review, reflect Ofwat's view of total expenditure ("Totex") and includes capital expenditure ("Capex") and operational expenditure ("Opex").

If TWUL is unable to deliver its performance commitments and maintain its asset base, at expected levels based on the planned profile of Totex, TWUL's profitability or performance may suffer. The effect may come through the ODI framework (including, for example, ODIs to deal with late delivery of projects) and the Totex allowances mechanism, as a result of unplanned expenditure over and above the plan, required to prevent failure and penalties imposed by Ofwat of up to 10 per cent. of turnover. TWUL's reputation may also be adversely affected as a result of Ofwat's response (or that of other agencies and stakeholders) during the price review.

The wholesale businesses have been set Totex allowances for AMP7. Under the regulatory framework, TWUL faces a proportion of the risk from any Totex overspend against these allowances. Additionally, for the retail business and bio-resources, TWUL faces the full risk of cost overspend or underspend against the allowed costs for AMP7. Any additional adjustment to forecast expenditure other than that currently anticipated could adversely affect TWUL's business, operational performance, profitability, financial covenant headroom or financial condition. Changes to Totex that affect operational performance may lead to an increased risk that TWUL will not be able to deliver its performance commitments, thereby affecting revenues.

Labour disputes

Labour disputes, such as strikes, walkouts, claims or other industrial action may disrupt TWUL's business. A significant strike or other labour dispute could impact TWUL's ability to provide water, sewerage and retail

services to customers. Consequently, its reputation, financial position and operating results may be adversely affected by industrial action.

TWUL, as well as some of the third parties it relies upon, have a significant unionised workforce. There is a general risk that employee engagement may decrease and industrial relations could worsen as a result of changes to employment terms and conditions, employment related court decisions, changes to pensions, and as a response to a wider climate of trade union disputes.

TWUL is currently seeking to change some terms and conditions including pensions. These are emotive issues and therefore there is a raised risk of a labour dispute. However, there has been no industrial action in TWUL for almost 40 years and TWUL believes it has sufficient dispute resolution processes in place to manage the risk of significant industrial action.

Land and asset security

A Regulated Company's ability to grant security over its assets, and the enforcement of such security is restricted by the provisions of the WIA and its licence. For example, both the WIA and the Licence restrict TWUL's ability to dispose of interests in (or create a charge or mortgage over) Protected Land (as explained in Chapter 6 "*Regulation of the Water and Wastewater Industry in England and Wales*" under "*Protected Land*"). The vast majority of TWUL's assets by value are tangible property which is Protected Land and cannot therefore be effectively secured. This necessarily affects the ability of TWUL to create a floating charge over the whole or substantially the whole of its business. Furthermore, in any event, there is no right of a floating charge holder under the WIA to block the appointment of a Special Administrator.

The Secretary of State and Ofwat have rights under the WIA to appoint a Special Administrator in certain circumstances in respect of TWUL and its business. The appointment of a Special Administrator effectively places a moratorium upon any holder of security from enforcing that security (see the section "*Special Administration*" below).

There are also certain legal restrictions which arise under the WIA and TWUL's Licence affecting the enforcement of the security created under the Security Agreement. For example, such enforcement is prohibited unless the person enforcing the security has first given 14 days' notice to Ofwat or the Secretary of State, giving them time to petition for the appointment of a Special Administrator (see Chapter 6 "*Regulation of the Water and Wastewater Industry in England and Wales*" under "*Security*").

Accordingly, the security provided over the assets of TWUL in favour of the Security Trustee in respect of the Issuer's obligations under the Bonds affords significantly less protection to the Security Trustee (and, therefore, the Bondholders) than would be the case if TWUL were not a Regulated Company subject to the provisions of the WIA and its Licence.

The considerations described above do not apply to the fixed and floating charges created under the Security Agreement by TWH, and the Issuer. The enforcement of the security granted under the Security Agreement over the shares in any company in the TWU Financing Group (other than the Issuer and TWUF), including any holding company of TWUL, would not be subject to the moratorium set out in the WIA nor would it be an event which would itself result in the making of the Special Administration Order. Notwithstanding this, given Ofwat's general duties under the WIA to exercise its powers to ensure that the functions of a Regulated Company are properly carried out, the Issuer anticipates that any intended enforcement either directly or indirectly of the Security granted by TWH over, and subsequently any planned disposal to a third party purchaser of, the shares in TWUL would involve consultation with Ofwat. In addition, it is anticipated that any intended enforcement directly or indirectly of the security created by TWH under the Security Agreement, to the extent that such enforcement would amount to a relevant merger situation for the purposes of the Enterprise Act or a concentration with a European Community dimension for the purposes of the European Union Merger

Regulation (Regulation 139/2004), would require consultation with Ofwat and would be reviewable by the CMA or the European Commission.

Notice of the creation of the Security by TWUL will not be given initially to TWUL's customers or to TWUL's contractual counterparties in respect of its contracts (other than certain material contracts). Also, any security over any amounts due from customers that constitute statutory receivables may be limited by law. In addition, if TWUL were to acquire any land that was not Protected Land, the charge over that land granted by the Security Agreement would take effect in equity only. Accordingly, until any such assignment is perfected, registration effected with HM Land Registry in respect of registered land or certain other action is taken in respect of unregistered land, any such assignment or charge may be or become subject to prior equities arising (such as rights of set-off).

Compliance risks

Environmental considerations

TWUL's water supply and sewerage operations are subject to a significant number regulations relating to the protection of the environment and human health.

TWUL and other Regulated Companies can incur significant costs in order to comply with such requirements imposed under existing or future environmental laws and regulations. Where such costs were not considered as part of a Periodic Review, in certain limited circumstances, TWUL may apply for an interim determination. It is possible that Ofwat may determine that the cost of fulfilling certain obligations is likely to be less than the cost actually incurred by TWUL in fulfilling such obligations. In such circumstances, the funding allowed by Ofwat may not totally cover the actual costs and TWUL would bear this additional element. In practice, the funding allowed by Ofwat is set for a package of obligations and some will cost more and some less. Because of the frequency of legislative changes, it is not always certain how future environmental laws will impact TWUL and the financial condition of TWUL and/or the interests of the Bondholders.

The environmental legislation governing TWUL's business means that TWUL is at risk of enforcement action, prosecution, substantial fines, requirements to deal with the effects of contamination and/or upgrade plant and equipment, in the event of incidents such as the escape of sewage or a breach of water quality standards. This could materially and adversely affect TWUL's reputation and/or financial position.

Environmental pollution offences

Due to the extent and location of TWUL's waste network and assets, there is a risk that, from time to time, unlawful waste discharges/disposals may take place (whether into controlled waters or onto land).

Following the implementation of the sentencing council guidelines for environmental offences in July 2014, for those cases involving the highest levels of culpability (whether assessed as negligent, reckless or deliberate) and harm, the courts have the power to impose fines significantly in excess of £1 million per incident.

Such discharges may constitute criminal offences under UK environmental legislation (including, for example, the Environmental Permitting Regulations (England and Wales) 2016, the Control of Pollution (Amendment) Act 1989, Waste (England and Wales) Regulations 2011 and the Environmental Protection Act 1990) and, depending on the assessed levels of culpability and harm, as well as any aggravating and/or mitigating factors, could result in prosecution by the Environment Agency and attract significant fines.

In March 2017, TWUL was fined £19.75 million for a number of pollution offences across six sites between 2012 and 2014 that were committed in relation to the River Thames.

In December 2018, TWUL was fined £2 million (reduced by £200,000 as TWUL has made donations to certain environmental projects) for a single offence under the Environmental Permitting Regulations (England and Wales) 2016 in relation to the discharge of sewage from the Bruern Road Sewage Pumping Station in August 2015. This was caused as a result of a pump failure and alarm communication failure. In July 2019, TWUL appealed unsuccessfully against the sentence imposed.

In February 2021, TWUL was fined £2.3m for a pollution incident at Henley STW which occurred in April 2016. The incident occurred as a result of alleged equipment failures and missed alarms.

In May 2021, TWUL was fined £4m for pollution incidents at Hogsmill STW caused by inlet pump failure and missed alarms resulting in pollution to a recreation ground between February 2016 and September 2019.

The EA is currently prosecuting TWUL in relation to a pollution incident at Hinksey Stream in July 2016. This was caused by a blockage in a part of the sewer network which the Environment Agency alleges should have been subject to regular pre-planned maintenance. TWUL has entered a guilty plea and the sentencing hearing is scheduled to take place in November 2021.

In May 2021, TWUL received a request from the EA to share event monitoring and flow data/ inlet flow data, as well as block process diagrams and operating manuals, in relation to 11 TWUL STWs (Clanfield, Witney, Chinnor, Fairford, Marlborough, East Shefford, Stanton Harcourt, Oxford, Princes Risborough, Standlake and Hampstead Norreys). This material and data are required as part of an on-going compliance assessment by the EA in relation to discharges from storm infrastructure. The periods of time for which the data is required differ from site to site with the earliest data requested being from October 2019. TWUL is in discussion with the EA about the timescales for provision of this material and data.

Environmental Quality Standards

TWUL is subject to the Environmental Quality Standards referred to in the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017. To ensure compliance, there is a risk that TWUL may be required to install the equivalent of drinking water treatment at the sewage treatment works. This would represent a very significant investment for TWUL if it is required to take such action and could have a negative impact on the financial condition of TWUL.

Environmental Permitting

TWUL is subject to environmental permitting requirements including under the requirements of the Industrial Emissions Directive and the Medium Combustion Plant Directive as they apply in UK legislation following Brexit. This means that certain of TWUL's assets require/will require an environmental permit to operate where they would not have previously. To ensure compliance TWUL will incur costs in applying for relevant environmental permits and in ensuring ongoing compliance with the conditions of those environmental permits (including potential capital costs) which could represent a significant investment for TWUL. These costs may not be fully covered by the relevant AMP.

Performance, commitments and incentives

For AMP7, TWUL has agreed to 52 commitments in relation to its operational performance (“**performance commitments**”) in wholesale operations water and wastewater, TWUL's Enabling Works for the TTT Project and household retail. Actual performance against these commitments will increase or decrease revenues where commitments have financial penalties associated with underperformance or rewards for outperformance ODIs. Failure to deliver agreed performance commitments could have an adverse effect on operational performance, profitability, and reputation.

TWUL has recently commissioned an external firm of forensic accountants to look at its leakage calculation and reporting processes as well as the internal governance and assurance surrounding such processes. TWUL

has asked for a set of recommendations as to how it may strengthen and improve such processes and its governance and assurance methods. TWUL expects to receive the final forensic report in 2021.

During 2020/21, 26 of the 49 performance commitments that have targets that apply for this year have been met, with a net penalty of about £32 million excluding C-Mex & D-Mex. Major incidents, impact of Covid-19 and flash floods are the main causes behind these underperformances.

- £10.12m for water supply interruptions. Four major incidents happened in 2020 which led to 20,000 combined hours of customers not having water. However, a 24% year-on-year reduction, from 17:59 minutes last year to 13:39 minutes this year was achieved.
- £10.56m for internal sewer flooding. Higher than average spikes in rainfall and flash floods were experienced. This led to high levels of sewer flooding where its sewers were unable to cope with the sudden surge in water, particularly when there were blockages.
- £5.22m for blockages. An increase in demand on the local networks was seen due to more people staying at / working from home during Covid-19. This has led to an increase in the number of floods caused by blockages. Despite the disruption linked to Covid-19 and weather impacts, record proactive sewer cleaning of 1,500km of the network was achieved as well as installing over 3,700 sewer depth monitors (SDMs) to extend the areas of the network that are proactively monitored. This is increasing to 2,300km of cleaning and 5,000 SDM installations in 2021/22

The ODI forecast for AMP7 as reported in Apr 2020/21, is about £64m net penalty, excluding C-Mex & D-Mex.

In 2020/21, TWUL's C-Mex score ranked 17th in the industry, with a penalty £16.75m. To improve its service to customers, detailed plans across the whole of the business to transform customer experience has been created. This means meeting promises, resolving issues quickly and pro-actively managing customer expectations. TWUL's D-Mex score ranked 14th, with a penalty £1.85m. Short-term process changes to improve customer satisfaction are being implemented as well as investment in longer-term systems improvements which will enhance customer experience over the next few years.

Despite the challenges from major incidents, Covid-19 and flash floods, TWUL has outperformed in respect of a number of financial performance commitments in 2020/21 with modest rewards from outperformances in leakage, sewer collapse, reducing risk of lead, empty business properties. To enhance protections for vulnerable customers, more customers have been added to the Priority Service Register and Social Tariff against 2020/21 targets. TWUL has also accelerated the process for Natural Capital Accounting and completed 100% assessment of natural capital stocks in its landholdings, this will enable more informed investment decisions to deliver wider public value for the environment and society.

Potential financial penalties could affect TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

Health & Safety offences

In February 2016, new Sentencing Guidelines came in for Health & Safety Offences. These involve an analysis of culpability, harm (including consideration of the harm risked and likelihood of harm arising) and the sentencing also reflects the turnover for business offenders.

In December 2019, following the earlier entry of a guilty plea to a single charge of a breach of Regulation 4(2) of the Confined Spaces Regulations 1997, TWUL was fined £300,000. The incident giving rise to the fine occurred in August 2017 when three sewer operatives were engulfed in sewage following a penstock failure in a sewer in East Greenwich, London.

Potential financial penalties could affect TWUL's ability to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements and consequently could have an adverse impact on the Issuer's ability to meet its obligations under the Bonds.

Breach of Licence Conditions

A failure by TWUL to comply with its Licence Conditions or certain statutory duties (including in relation to the new non-household retail obligations with regard to fair treatment of customers and licensed water suppliers) may result in an Enforcement Order or the imposition of financial penalties of up to 10 per cent. of TWUL's entire regulated turnover. The 10 per cent. limit applies to each breach for which a penalty is imposed, rather than representing a cumulative limit for a financial year. This could have a material adverse impact on TWUL and, consequently, on the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds. Failure by TWUL to comply with any Enforcement Order (as well as certain other defaults) may lead to the making of a Special Administration Order which could also have an adverse impact on TWUL.

In August 2021, Ofwat found TWUL in contravention of Conditions F, P and R2 of its Licence. Resulting in TWUL agreeing a compensation package totalling £11.1 million and undertakings to address its contraventions.

TWUL's failings relate to the transfer of non-household customer information into the central market operating system prior to the opening of the business retail market and maintenance of accurate information since. In response, TWUL has agreed a package of financial and non-financial undertakings to provide redress to NHH customers, retailers and the market for the harm caused by those contraventions.

Regulated Business

TWUL must comply with all applicable law, regulation and corporate governance obligations, including the extensive and specific legislative and regulatory controls to which the UK water industry is subject. Any failure or perceived failure by TWUL to comply with such obligations or related requirements could result in substantial fines, loss of licence, legal proceedings and/or have a negative impact on its operations and reputation.

Notwithstanding TWUL's compliance and/or monitoring, the application of the laws, regulations and standards and the policies published by Ofwat, Defra, Natural England, the Environment Agency, DWI and other regulators, could have an adverse effect on the business, operational performance, profitability or financial condition of TWUL.

Price controls

In December 2019 Ofwat published its Final Determination for the period 1 April 2020 to 31 March 2025 ("AMP7"). This specifies the Regulatory Capital Value ("RCV") for TWUL for the period, including an allocation of the RCV to each of the five wholesale price controls (Water resources, Water network plus, Wastewater network plus, Bioresources and Thames Tideway Tunnel).

The AMP7 RCV includes Ofwat's calculation of the adjustments described in the PR14 reconciliation rulebook (published December 2017). The reconciliation rulebook adjustments include a CIS RCV adjustment calculation. This RCV calculation differs from that accepted in the 2014 Final Determination, and results in a £243 million (in 2012/13 prices) reduction in TWUL's opening RCV from 1 April 2020. TWUL has already considered and recognised this adjustment in its financial forecasting and planning.

RCV may be reduced or discontinued or the methodology for its calculation changed without modification of TWUL's Licence. This may impact the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Termination of the Licence

There are certain circumstances under which TWUL could cease to hold its Licence for all or part of its region. The termination, non-renewal or transfer of the Licence could have a material adverse impact on TWUL and, consequently, on the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Under Section 9(4) of the WIA, if the Secretary of State or Ofwat were to make an appointment or variation replacing TWUL as the regulated water and sewerage undertaker for its currently appointed area, they would have a duty to ensure (so far as consistent with their other duties under the WIA) that the interests of TWUL's creditors were not unfairly prejudiced by the terms on which the successor Regulated Company (or Companies) replacing TWUL could accept transfers of property, rights and liabilities from TWUL.

Thus far there is no precedent to indicate how compulsory licence terminations or Special Administration Orders would work in practice for Regulated Companies with water supply licence customers and with activities regulated by the water supply licensing ("WSL") regime, nor is there any precedent for such Regulated Companies to indicate the extent to which creditors' interests would be protected.

Special Administration

In certain circumstances (for example, where TWUL is in breach of its principal duties under its Licence or of the provisions of a final or confirmed provisional enforcement order (and in either case such breach is serious enough to make it inappropriate for TWUL to continue to hold its Licence) or is unable, or is unlikely to be able, to pay its debts or a creditor has petitioned for the winding-up of TWUL), this could lead to the appointment of a Special Administrator. The duties and functions of a Special Administrator differ in certain important respects to those of an administrator of a company which is not a Regulated Company.

During the period of the Special Administration Order, TWUL has to be managed by the Special Administrator for the purposes of the order and in a manner which protects the interests of shareholders and creditors. As noted above, while the order is in force, no steps may be taken to enforce any security over the property of TWUL except with the consent of the Special Administrator or the leave of the Court. A Special Administrator would be able to dispose of assets free of any floating charge existing in relation to them. A Special Administrator may not dispose of property which is the subject of a fixed charge without the agreement of the relevant creditor except under an order of the Court. On such a disposal, the disposal proceeds to which the chargee is entitled are determined by reference to "the best price which is reasonably available on a sale which is consistent with the purposes of the Special Administration Order" as opposed to an amount not less than "open market value", which would apply in an administration for a company which is not a Regulated Company.

Because of the statutory purposes of a Special Administration Order, it is not open to a Special Administrator to accept an offer to purchase the assets on a break-up basis in circumstances where the purchaser would be unable properly to carry out the relevant functions of a Regulated Company. The transfer is effected by a Transfer Scheme which the Special Administrator puts in place, which may provide for the transfer of the property, rights and liabilities of the existing Regulated Company to the new Regulated Company(ies) and may also provide for the transfer of the existing Regulated Company's licence (with modifications as set out in the transfer scheme) to the new Regulated Company(ies). There can be no assurance that any transfer scheme in the context of a Special Administration regime could be achieved on terms that would enable creditors to recover amounts due to them in full.

Financial risks

Financial implications of Covid-19

TWUL continues to actively monitor the consequences of Covid-19 on its financial performance, which includes but is not limited to the ability to satisfy its financial covenants.

Under the Finance Documents, certain cover ratios are calculated with reference to Conformed Net Cash Flow. As set out in its definition, Conformed Net Cash Flow is calculated using net cash flow from operating activities as shown in the TWUL financial statements.

TWUL reports net cash flow from operating activities using the indirect method under IAS7, adjusting accrual basis net profit or loss for the effects of non-cash transactions. These adjustments encompass those related to the movement in working capital, including the change in inventory, trade and other receivables, trade and other payables, contract assets, and contract liabilities.

Cash receipts from both household customers and non-household retailers may exhibit volatility due to the impact of Covid-19 and the associated actions of the UK Government and regulators (including Ofwat and Market Operator Services Limited (“MOSL”)) although this is likely to be less than the volatility seen in 2020/21. A fall in demand (in some non-household sectors), delayed payment, or non-payment of bills and charges or disruption to the receipt of bills by customers may have a material impact on net cash flow from operating activities and materially adversely impact TWUL’s operations, business and ability to comply with the cover ratios calculated with reference to Conformed Net Cash Flow.

Cash paid to suppliers may exhibit volatility as a result of varied payment terms and operational reasons including accounts payable cycles to support suppliers critical to TWUL’s operations. This may have a material impact on net cash flow from operating activities and adversely impact TWUL’s ability to comply with the cover ratios calculated with reference to Conformed Net Cash Flow.

An adverse impact on net cash flow from operating activities would increase TWUL’s net indebtedness and may have a material impact on the Class A RAR and Conformed Senior RAR.

Impact of Covid-19 on TWUL’s household business following lockdown measures

Following the lockdown measures put in place towards the end of March 2020, the initial Covid-19 impact on TWUL’s operations has been varied. For TWUL’s household business, overall domestic water consumption in its service area has increased by approximately 10-20%. However, the company has experienced a decline in cash collections from domestic customers where, for example, due to the lockdown restrictions customers have been unable to access physical paypoints to make a manual payment. During these difficult times, TWUL took the decision to support domestic customers and temporarily suspended routine cash collection activities. As lockdown restrictions have started to ease, TWUL has gradually observed an improving cash collections position. Whilst TWUL has witnessed an increase in direct debit cancellations and a rise in payment holidays from its domestic customers, the impact of this is currently financially immaterial.

Potential impact of future shocks to the non-household retail market

During the course of 2020, Ofwat and MOSL implemented a number of temporary measures to provide liquidity support to the non-household retail market in light of Covid-19. These measures were aimed at supporting retailers, including enabling them to defer payment of wholesale charges and to avoid certain charges accruing at closed premises. However, were there to be future shocks to the market or to any individual retailer, whether or not related to Covid-19, there is no guarantee that Ofwat and MOSL would take similar action to support retailers or any individual retailer or that such action would be effective at insulating wholesalers, such as TWUL, from any related credit risk that might arise.

Impact of Covid-19 on TWUL's non-household business following lockdown measures

Although the majority of the measures used to combat Covid-19 have been removed, some businesses have significantly reduced their commercial activities and / or have temporarily closed. As such, overall demand for water in the non-household sector is still expected to be lower than pre Covid-19 levels. The measures implemented by Ofwat and MOSL to help support non-domestic customers during the first year of the pandemic have been lifted.

Further, with respect to bad debt recovery, Ofwat has set out high-level information on the caps to be applied to bad debt resulting from non-payment of both customers and retailers. Ofwat will continue to monitor the level of bad debt in the market and will, if necessary, provide further information on how these caps are to apply.

Future financing

The TWU Financing Group will need to raise further debt from time to time in order to, among other things: finance future capital enhancements to TWUL's asset base; refinance the Bonds on or before each date on which principal is required to be repaid, including the maturity date of the relevant Sub-Classes of Bonds, refinance the Bonds; and refinance the Secured TWUF Bonds and any other debt (including for liquidity or working capital purposes); finance any final RPI payments under RPI Linked Hedging Agreements; and refinance any liabilities where the terms have become inefficient.

Whilst the CTA and the STID contemplate the terms and conditions on, and circumstances under, which such additional indebtedness can be raised, there can be no assurance that the TWU Financing Group will be able to raise sufficient funds, or funds at a suitable interest rate, or on suitable terms, at the requisite time such that the purposes for which such financing is being raised are fulfilled, and in particular such that all amounts then due and payable on the Bonds or any other maturing indebtedness will be capable of being so paid when due.

Special purpose vehicle Issuer

The Issuer was established as a special purpose financing entity for the purpose of issuing secured debt securities and has no business operations other than raising external funding for TWUL through the issuance of the Bonds and the Secured TWUF Bonds and borrowing under the Liquidity Facilities and Authorised Credit Facilities and entering into Hedging Agreements. Other than the proceeds of the issuance of additional Bonds, the Issuer's principal source of funds is pursuant to the interest payments and principal repayments under the Issuer/TWUL Loan Agreements and TWUF/TWUL Loan Agreements and funds available to it pursuant to the Liquidity Facilities and other Authorised Credit Facilities. The Issuer has issued a guarantee in respect of the obligations of TWUL.

The Issuer is subject to all the risks relating to revenues and expenses to which TWUL is subject. Such risks could limit funds available to TWUL to enable TWUL to satisfy in full and on a timely basis its obligations under the Issuer/TWUL Loan Agreements and TWUF/TWUL Loan Agreements and its guarantee under the Security Agreement. In this respect it should be noted that TWUL has, with Ofwat consent, made intercompany loans to its parent TWH. The loans are due to be repaid by TWH in 2037 (or any other date agreed between the parties) and are a material asset to TWUL. In the unlikely event that TWH is unable to repay the loans, this could have a material effect on TWUL's ability to meet its obligations to secured creditors.

Source of payments to Bondholders

Although the Class A Wrapped Bonds and Class B Wrapped Bonds will have the benefit of the relevant Financial Guarantee, none of the Bonds of any Class will be obligations or responsibilities of, nor will they be guaranteed by, any of the Other Parties (other than the Guarantors and, in the case of the Wrapped Bonds, the Relevant Financial Guarantor).

The guarantee by TWH may be of limited value because it does not own, nor will it own, any significant assets other than its direct shareholding in TWUL. In addition, a Financial Guarantor will guarantee to the holders of the Class A Wrapped Bonds and holders of the Class B Wrapped Bonds only the payment of scheduled principal and interest; it will not guarantee FG Excepted Amounts.

The DSR Liquidity Facilities

The DSR Liquidity Facilities and any amounts credited to the Debt Service Reserve Accounts are intended to cover certain shortfalls in the ability of TWUL to service payments under its Authorised Credit Facilities (including the TWUF/TWUL Loan Agreements) to enable the Issuer to make payments in relation to the Class A Debt and the Class B Debt on any Interest Payment Date (excluding the repayment of principal under the Bonds). On any such Interest Payment Date, however, there are no assurances that any such shortfalls will be met in whole or in part by amounts standing to the credit of the Debt Service Reserve Accounts or by the DSR Liquidity Facilities.

The O&M Reserve Facilities

The O&M Reserve Facilities and any amounts credited to the O&M Reserve Accounts are intended to cover certain shortfalls in the ability of TWUL to meet its operating and capital maintenance expenditure requirements. There are no assurances, however, that any such shortfalls will be met in whole or in part by amounts standing to the credit of the O&M Reserve Accounts or by the O&M Liquidity Facilities.

Fundamental Changes to RPI, CPI or CPIH

The formula used by the Office for National Statistics for calculating RPI, CPI or CPIH may change over time. Such a change in the methodology for calculating RPI, CPI or CPIH may affect the actual RPI, CPI or CPIH figure. Consequently, the amount of interest payable on each interest payment date and/or the amount to be repaid upon redemption of index linked Bonds may increase, or decrease, as a result of such a change to the RPI, CPI or CPIH figure.

In particular, in March 2020, a public consultation was launched on proposals issued by the UK Statistics Authority (“UKSA”) to cease the publication of RPI, and, in the interim, to change the methodology used for calculating the RPI with the aim of it converging with the methodology for calculating CPIH. In November 2020, the UK government and the UKSA published their response to the consultation confirming that the methodology used for RPI will be aligned with the methodology for calculating CPIH no earlier than 2030. Condition 7 provides that in the case of a fundamental change to the coverage or the basic calculation of RPI, CPI or CPIH, as the case may be, in certain specified circumstances, adjustments to such index may be made, or a substitute index (with or without adjustments) may be agreed.

At the time of issue of any index linked Bonds, the applicability or non-applicability of Condition 7, as the case may be, in the case of a fundamental change to RPI, CPI or CPIH, as the case may be, may have a positive or negative impact on the amount of interest payable on each interest payment date and/or the amount to be repaid upon redemption of index linked Bonds. Each investor should consider carefully, and seek independent financial advice on, the impact of such changes on their investment.

Interest rate risk, inflation risk, and termination of hedging agreements

The Issuer and TWUL are exposed to interest rate risk and inflation risk on their debt and Hedging Agreements and may be exposed to unexpected interest rate risk or currency risk in the event that there is an early termination of a hedging agreement. A Hedging Agreement may be terminated in the circumstances described in Chapter 7 “*Overview of the Financing Agreements*”. If a hedging agreement is terminated and the Issuer or TWUL is unable to find a replacement hedge counterparty and/or must fund the early termination cost, the funds available to the Issuer may be insufficient to meet fully its obligations under the Bonds.

High leverage

TWUL's indebtedness is substantial in relation to its RCV and TWUL is entitled under the Finance Documents to increase its leverage further.

Under the Finance Documents, a Conformed Senior RAR of greater than 85 per cent. will, however, result in a restriction on certain payments, such as dividends. As at 31 March 2021, Conformed Senior RAR was 83.2 per cent. The ability of TWUL to improve its operating performance and financial results will (in part) depend upon economic, financial, regulatory and other factors, including fluctuations in UK interest rates and general economic conditions beyond its control. Accordingly, TWUL's ability to successfully meet its financing requirements and TWUL's high degree of leverage may have a material adverse impact on its ability to pay amounts under the Issuer/TWUL Loan Agreements, which would enable the Issuer to pay amounts due and owing in respect of the Bonds.

Conformed Senior RAR is an alternative performance measure. It has been calculated as set out in the definition for Conformed Senior RAR. As specified in the audited financial statements of TWUL for the year ended 31 March 2021, TWUL's net debt is £12,334.1 million and TWUL's net debt for covenant purposes (which is the figure used for the calculation of Conformed Senior RAR) is £12,497.1 million. Net debt for covenant purposes excludes amounts owed to group undertakings for which there is no related external debt, accrued interest, unamortised debt issuance costs and discounts, unamortised IFRS 9 adjustment and includes derivatives financial liabilities related solely to accretion on index-linked swaps and the effect of movement in foreign exchange rate on one cross currency swap held in TWUL. TWUL's RCV was £15,025.3 million as at 31 March 2021.

Conformed Senior RAR is included in this Prospectus to allow potential Bondholders to better assess TWUL's performance and business and compliance with TWUL's lending covenants. For comparison, the Conformed Senior RAR as at 31 March 2020 was 82.3 per cent.

As part of PR19, Ofwat has encouraged all companies to reduce their gearing levels, with the introduction of the Gearing Outperformance Sharing Mechanism ("GOSM"). This imposes a sharing of the cost of capital benefits of higher gearing on companies with levels of gearing exceeding Ofwat's target level of gearing of 65 per cent. There is a dead band threshold before the GOSM penalty is triggered, with the relevant threshold beginning at 74 per cent. for the year 2020-21, reducing by 1 per cent. each year, ending at 70 per cent. for the year 2024-25. The accrued penalty is expected to take effect as an end of period adjustment.

Pensions

TWUL operates two defined benefit pension schemes: The Thames Water Pension Scheme ("TWPS") and the Thames Water Mirror Image Pension Scheme ("TWMIPS"). TWPS and TWMIPS have been closed to new entrants since April 2011 and 1989 respectively. TWMIPS remains open to future accrual of benefits, which are based on career average revalued earnings.

TWPS recently closed to future benefit accrual from March 2021, when all active members became deferred members i.e. they ceased to accrue new benefits and the link between past service benefits and salary was broken. On closure, active members were offered temporarily enhanced replacement pension benefits through a master trust defined contribution ("DC") scheme operated by Aon, which is offered to all other employees.

The funding position of the defined benefit schemes are subject to a formal actuarial valuation every three years. The cash funding valuation at the most recent actuarial valuation i.e. as at 31 March 2019, revealed a combined deficit of £216 million (excluding TWMIPS surplus), based on an employer covenant rating of "Tending to strong". The cash funding deficit for TWPS has improved to £30m as at 31 March 2021, following an accelerated deficit repair contribution payment of £70m made on 26 March 2021. For TWMIPS, the cash

funding valuation as at 31 March 2019 revealed a surplus of £67m, which has improved to £84m as at 31 March 2021.

Whilst TWUL is exposed to the risk of an increase in the deficit, which may require an increase in the deficit repair contributions, it is not anticipated that this would have a material impact on TWUL's reputation or financial position, as TWUL has taken steps to manage this risk including closing both schemes to new joiners. In addition, to mitigate the funding risk, the trustees of both schemes have adopted an investment strategy that significantly hedges the scheme's inflation and interest rate risks.

The amount of the defined pension liabilities is dependent upon certain key assumptions including e.g. rates of future increase in salaries and pensions, inflation rates, discount rates and longevity/mortality assumptions which may vary significantly from year to year. Future changes to these assumptions or adverse experience relative to those assumptions, may result in an increase in the scheme deficit.

If TWUL is unable to agree any future revised deficit repair plans with its trustees subsequent to valuation, there is a risk that it could face enforcement action instigated by the Pension Regulator.

A deficit recovery plan is agreed between TWUL and the scheme trustee every three years and monitored by the Pension Regulator. TWUL is committed to paying deficit recovery contributions of between 2019 and 2027. In March 2021, the accelerated deficit repair contribution payment of £70m was made up to 2024 (inclusive). The next payment is due on or before 1 April 2025.

Changes in specified inflation indices

In AMP7, TWUL's wholesale revenue is linked to the underlying rate of inflation (currently measured by CPIH, a measure of CPI inflation including housing costs) and as such is subject to fluctuations in line with changes in the rate of inflation. In addition to revenue, fluctuations in inflation could result in adverse effects to RCV growth, operating costs and capital expenditure, and customers' ability to pay increased charges.

Growth in RCV is explicitly linked to inflation, and therefore a prolonged period of low inflation and/or deflation would increase the risk that TWUL's financial performance be adversely affected, and thus impact its ability to satisfy its obligations and financial covenants.

50 per cent. of RCV as at 1 April 2020 was indexed by the Retail Price Index ("RPI") and the remainder of the RCV as at that date, plus any new RCV added after that date, is indexed by CPIH. Ofwat has commenced a formal consultation process on, amongst other things, the merits and risks around implementing a full transition to indexation to CPIH for the high-level design of PR24, to which TWUL has responded.

The TWU Financing Group has liabilities linked to RPI, including in the form of Indexed Bonds and RPI Linked Hedging Agreements. The mismatch following the change to CPIH and the full transition to that measure which is anticipated could lead to TWUL not having sufficient resources to make payments of interest and principal. In addition, the transition to CPIH could have financial risks for TWUL in terms of RCV and revenue growth.

In November 2020, the government and the UK Statistics Authority (UKSA) confirmed that the RPI would be aligned with the CPI in February 2030. Currently, the Chancellor's consent is required for any change to RPI that would be "materially detrimental", as determined by the Bank of England, to holders of certain index-linked gilts referencing RPI and this will remain until the last of these gilts reaches maturity in 2030. Since a broad range of contracts reference RPI, it will be necessary to analyse applicable terms in financial instruments maturing later than February 2030, to see whether they will apply to the change in RPI.

Inflation sensitivities

As set out in the section entitled "*Changes in specified inflation indices*" above, RCV is linked to inflation and a prolonged period of low inflation and/or deflation could thus have a negative impact on TWUL's financial

performance and cause an increase in leverage. This could in turn impact on its ability to satisfy its obligations and financial covenants. As at 1 April 2020, 50 per cent. of RCV is indexed to RPI and the remainder of the RCV as at that date, plus any new RCV added after that date, is indexed to CPIH. As noted previously, Ofwat has launched a formal consultation process in respect of a full transition to CPIH-indexation at PR24.

TWUL generally hedges its exposure to RPI through the use of RPI-linked debt; however, the terms typically include a lag on the RPI index of several months, the duration of which can vary. Consequently the indices used to determine accretion on RPI-linked debt will typically differ from that used to determine the nominal value of RCV on a Calculation Date, giving rise to a basis risk that may reduce the effectiveness of TWUL's hedging. This could have a negative impact on TWUL's financial performance and cause an increase in leverage.

Accordingly, TWUL's exposure to inflation is largely through the CPIH component of RCV, where it is not offset by the inflation exposure of RPI-linked debt and could thus have a negative impact on TWUL's financial performance and cause an increase in leverage.

Tax risks in AMP7

The TWU Financing Group has not been in a corporation tax paying position since 2006 and TWH has generated tax losses in each accounting period since 2006 some of which have been surrendered to and utilised by TWUL. Historically, TWUL has disclaimed capital allowances in order to claim tax losses from TWH. To the extent permitted by the Tax Deed of Covenant, tax losses have also been surrendered by TWH to group entities outside of the TWU Financing Group, for payment based on the standard rate of corporation tax in place at the time. Under the PR19 Final Determination, TWUL will receive tax funding from Ofwat for £3.8 million.

The tax losses generated by TWH each year are significant, which provides a considerable margin before the TWU Financing Group becomes cash tax paying. The TWU Financing Group will become cash tax paying only when the taxable profits of TWUL (after reliefs such as capital allowances have been claimed) and the Issuer exceed the available tax losses in TWH. This provides a considerable margin before the TWU Financing Group becomes cash tax paying, despite Ofwat tax funding in AMP7.

It should be noted that the UK government could amend existing tax rules or legislation or introduce other tax rules or legislation which would cause the TWU Financing Group to become cash tax paying in AMP7, which may not be funded by customers.

Changes in financial reporting standards

Terms of the conditions and triggers contained within certain provisions of the Transaction Documents contain certain conditions and/or triggers which are based upon an assessment of the financial condition of the TWU Financing Group calculated by reference to the financial statements produced in respect of the companies in the TWU Financing Group. These may be renegotiated as financial and other covenants have been set at levels which are based upon current accounting principles, standards, conventions and practices adopted by the relevant companies.

It is possible that any future changes in these accounting principles, standards, conventions and practices which are adopted by the companies in the TWU Financing Group, which may change and result in significant changes in the reporting of its financial performance. This, in turn, may necessitate that the terms of the conditions and triggers referred to above are renegotiated. Such change in terms could affect the ability of TWUL to meet its obligations under the TWUF/TWUL Loan Agreements and the Issuer/TWUL Loan Agreements, and which consequently may impact the Issuer's ability to meet its obligations under the Bonds.

The reform and replacement of benchmark interest rates such as the LIBOR and other interbank offered rates ("IBORs") is a priority for global regulators. There is currently uncertainty around the timing and precise

nature of these changes in some of the various jurisdictions affected, although the UK FCA has announced the timetable for the cessation of all LIBORs.

Reliance cannot be placed on GBP LIBOR being published after the end of 2021 and the industry-led Working Group on Sterling Risk-Free Reference Rates is supporting the transition from GBP LIBOR to SONIA (Sterling Overnight Index Average) has published documentation regarding methodologies for calculating adjustments between GBP LIBOR and SONIA.

The Group has established a project to oversee the GBP LIBOR transition plan. This transition project will include changes to systems, processes, risk and valuation models, as well as managing related tax and accounting implications. The Group currently anticipates that the areas of greatest change will be amendments to the contractual terms of GBP LIBOR-referenced floating-rate debt and swaps, both for external and intercompany contracts, which it plans to implement prior to the end of 2021.

The International Accounting Standards Board (“IASB”) has issued amendments to IFRS 9, IAS 39 and IFRS 7 in September 2019 that provide temporary relief from applying specific hedge accounting requirements to hedging relationships directly affected by IBOR reform. As at 31 March 2021, the Group had no designated hedge relationship and hedge accounting was not applied.

Interest Rate Benchmark Reform — Phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16) is effective for financial years beginning on or after 1 January 2021 and addresses issues that might affect financial reporting during the reform of an interest rate benchmark, including the effects of changes to contractual cash flows or hedging relationships arising from the replacement of an interest rate benchmark. TWUL has not adopted the standard for the current year.

TWUL revenue and cost considerations

The significant capital and operating expenditure required to maintain the network presents the risk that the cash generated by the business may not be sufficient: (i) to enable TWUL to make full and timely payment of amounts due to creditors; and (ii) to comply with financial positions outlined within the covenants. This could have a material adverse impact on TWUL and, consequently, on the Issuer’s ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Bad debt and non-recovery of customer debt

The WIA prohibits the disconnection for non-payment of a water supply for domestic use in any premises and or the limiting of a supply with the intention of enforcing payment for domestic use in any premises. This presents difficulties for TWUL in recovering full and timely payment from customers. Additionally, the area in which TWUL operates covers London and the Thames Valley, where there is a greater proportion of people living in rented accommodation as compared with other parts of the UK. This has the potential to increase revenue loss due to non-payment of debt as the movement of people is more transient. Allowance is made by Ofwat in the price controls at each Periodic Review for a proportion of debt deemed to be irrecoverable. Furthermore, any increase in customer bills may increase customer dissatisfaction and have an adverse impact on full and timely customer payment. Non-recovery of customer debt, above the allowance made by Ofwat, is a risk to TWUL and would cause TWUL’s profitability to suffer.

For a number of decades, TWUL has had arrangements in place with a number of local authorities under which such local authorities have taken responsibility, on behalf of TWUL, for the collection of unmeasured water and sewerage charges payable by local authority tenants in return for a commission retained by those local authorities. These arrangements have traditionally helped TWUL manage its debt collection risk in that the local authorities concerned have assumed the collection risk of water and sewerage charges. Since 2017, these arrangements have increasingly been brought to an end by TWUL resulting in a progressive return of the tenants concerned to direct billing by TWUL. This means that TWUL has resumed the collection risk of water and

sewerage charges from tenants concerned and means that TWUL is more exposed to bad debt risk from such customers.

General market volatility

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) persist, in particular with respect to current economic, monetary and political conditions in the Eurozone and world over. The large sovereign debts and/or fiscal deficits of a number of European countries the United Kingdom, and the United States have raised concerns regarding the financial condition of governments, as well as financial institutions, insurers and other corporates: (i) located in these countries; (ii) that have direct or indirect exposure to these countries; and/or (iii) whose banks, counterparties, custodians, customers, service providers, sources of funding and/or suppliers have direct or indirect exposure to these countries. The default, or a significant decline in the credit rating, of one or more sovereigns or financial institutions could cause severe stress in the financial system generally and could adversely affect the markets in which the Issuer and/or the Guarantor operates and the businesses and economic condition and prospects of the counterparties, customers, suppliers or creditors of the Issuer and/or the Guarantor, directly or indirectly, in ways which it is difficult to predict.

Retailer non-household counterparty credit

The Water Act 2014 established the framework to create a market that has set out arrangements for the financial interface between retailers and wholesalers in the non-household market. These include the payment terms governing the wholesale charge in favour of the relevant wholesale undertaker in a particular geographic area that retailers will incur from time to time.

These payment terms include prepayment and post-payment options for retailers subject to their financial condition (such as credit rating) at the relevant time. There may be a risk of non-payment or delayed payment of TWUL's wholesale charge from the relevant retailer, which could adversely affect TWUL's business, profitability or financial condition.

Retailers paying in arrear are currently required to provide collateral cover, equivalent to between 30% and 50% of TWUL's NHH wholesale charges supply risk. One retailer operating in the Thames region has exited the market since 1 April 2017 with no material impact to TWUL.

Risks relating to the Bonds

Subordination of the Class B Bonds

Payments under the Class A Wrapped Bonds and the Class A Unwrapped Bonds (each of whatever Sub-Class) rank in priority to payments of principal and interest due on all Sub-Classes of the Class B Bonds. The Class A Wrapped Bonds and the Class A Unwrapped Bonds (each of whatever Sub-Class) rank *pari passu*.

If, on any Interest Payment Date, prior to the taking of Enforcement Action after the termination of a Standstill Period, there are insufficient funds available to the Issuer to pay accrued interest or principal on the Class B Bonds (after taking into account any amounts available to be drawn by the Issuer under any DSR Liquidity Facility or from the Debt Service Reserve Accounts), the Issuer's liability to pay such accrued interest will be treated as not having fallen due and will be deferred until the earliest of: (i) the next following Interest Payment Date on which the Issuer has, in accordance with the Payment Priorities, sufficient funds available to pay such deferred amounts (including any interest accrued thereon); (ii) the date on which all Class A Debt has been paid in full; and (iii) an Acceleration of Liabilities (other than a Permitted Hedge Termination, a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) and, in the case of a Permitted Share Pledge Acceleration, only to the extent that there would be sufficient funds available in accordance with the Payment

Priorities to pay such deferred amounts (including accrued interest thereon). Interest will, however, accrue on such deferred amounts.

Notwithstanding the subordination of, and credit enhancement provided by, the Class B Bonds to the Class A Wrapped Bonds and Class A Unwrapped Bonds, the Issuer may, subject to certain conditions, optionally redeem some or all of the Bonds subordinated and providing credit enhancement to other Classes of Bonds.

It should be noted that all of the Payment Dates for the various different types of Class A Debt and Class B Debt will not necessarily coincide and that, until a Standstill Period has commenced, there is no obligation to ensure that a payment made to a holder of a Class B Bond (or any other Class B Debt Provider pursuant to any other Class B Debt) will not lead to a deficiency of funds to make payments in respect of Class A Debt that falls due on a later date.

Insolvency proceedings and subordination provisions

Following a number of actions (one of which has been stayed) in the U.S., there is uncertainty as to the validity and/or enforceability in the U.S. of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor (so called “flip clauses”). Such provisions are similar in effect to certain of the terms which are included in Schedule 11 (Cash Management) to the CTA, in particular with respect to the subordination of payments to a Hedge Counterparty.

In general, if a subordination provision included in the Finance Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales (where the U.K. Supreme Court has upheld the validity of a flip clause), and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Bondholders, the market value of the Bonds and/or the ability of an Issuer to satisfy its obligations under the Bonds.

Rights available to Bondholders

The Bond Trust Deed contains provisions detailing the Bond Trustee’s obligations to consider the interests of the Bondholders as regards all powers, trusts, authorities, duties and discretions of the Bond Trustee (except where expressly provided otherwise). Where, in the sole opinion of the Bond Trustee, there is a conflict of interest between the interests of the holders of the Class A Bonds and the interests of the holders of the Class B Bonds, the Bond Trustee shall give priority to the interests of the holders of the Class A Bonds whose interests shall prevail. Where, in the sole opinion of the Bond Trustee there is a conflict of interest between the holders of two or more Sub-Classes of Bonds of the same Class, the Bond Trustee shall consider the interests of the holders of the Sub-Class of Bonds with the shortest dated maturity and, in either case, will not have regard to the consequences of such exercise for the holders of other Sub-Classes of Bonds or for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof. Subject to certain exceptions, to the extent that the exercise of any rights, powers, trusts and discretions of the Bond Trustee affects or relates to any Class A Wrapped Bonds or Class B Wrapped Bonds, the Bond Trustee shall only act on the instructions of the Relevant Financial Guarantor(s) in accordance with the Bond Trust Deed. The STID provides that the Security Trustee (except in relation to certain Reserved Matters and Entrenched Rights as set out in the STID) will act on instructions of the relevant DIG Representative(s). When so doing, the Security Trustee is not required to have regard to the interests of any Finance Party (including the Bond Trustee as trustee for the Bondholders) in relation to the exercise of such rights and, consequently, has no liability to the Bondholders.

Intercreditor rights of Bondholders

The Bonds are subject to the provisions of the STID. The STID contains provisions enabling the Security Trustee to implement various modifications, consents and waivers in relation to the Finance Documents and the

Bonds, subject to Entrenched Rights and Reserved Matters. See Chapter 7 “*Overview of the Financing Agreements*” under “*Security Trust and Intercreditor Deed – Entrenched Rights and Reserved Matters*” below. The Security Trustee is authorised to act on the instructions of the Class A DIG or, following repayment of the Class A Debt, the Class B DIG. Prior to a Default Situation, a Bondholder will not be entitled to vote other than in respect of Entrenched Rights and Reserved Matters.

Prior to a Default Situation, the Bond Trustee may vote on behalf of the Unwrapped Bondholders (excluding the Unwrapped Bondholders in relation to any Class A FG Covered Bonds) and (if an FG Event of Default has occurred and is continuing in relation to the relevant Financial Guarantor) the Wrapped Bondholders as part of the Class A DIG or as the case may be Class B DIG. However, the Bond Trustee will not be obliged to vote and will not be entitled to convene a meeting of Bondholders to seek directions in respect of such vote. Accordingly, subject to Entrenched Rights and Reserved Matters of the Bondholders, prior to a Default Situation, the Outstanding Principal Amount of the Wrapped Bonds (following the occurrence of an FG Event of Default in relation to the relevant Financial Guarantor) and the Unwrapped Bonds (other than any Class A FG Covered Bonds) will not be voted as part of the Class A DIG or Class B DIG, as the case may be, in circumstances where the Bond Trustee is unable or unwilling to exercise its discretion. However, prior to a Default Situation, each Secondary Market Guarantor in respect of any Class A FG Covered Bonds will form part of the Class A DIG and will be entitled to vote on behalf of the relevant Class A Unwrapped Bondholders in respect of such Class A FG Covered Bonds.

During a Default Situation the Bond Trustee shall be entitled to vote, and will be entitled to seek directions from the relevant Bondholders in respect of such vote (and each Secondary Market Guarantor will no longer form part of the Class A DIG in relation to any Class A FG Covered Bonds). However, the Bond Trustee may be prevented from voting if a valid Emergency Instruction Notice is delivered to the Security Trustee. See Chapter 7 “*Overview of the Financing Agreements*” under “*Emergency Instruction Procedure*”. In respect of a vote relating to Entrenched Rights and Reserved Matters, the Bond Trustee will be required to seek directions from the Bondholders of each affected Series of Bonds in respect of such vote (and each Secondary Market Guarantor will not form part of the Class A DIG in relation to any Class A FG Covered Bonds for such purposes).

Accordingly, subject to the Entrenched Rights and Reserved Matters of the Bondholders, decisions relating to and binding upon the Bonds may be made by persons with no interest in the Bonds and the Bondholders may be adversely affected as a result. See Chapter 7 “*Overview of the Financing Agreements*” under “*Security Trust and Intercreditor Deed*”.

Under the terms of the STID and the CTA any further issues of debt securities by the Issuer must be made subject to the Intercreditor Arrangements contained in the CTA and the STID (to which the Bonds are also subject). No alteration of the rights of priority of the Class A Bondholders or, as the case may be, the Class B Bondholders may be made without the consent of the relevant Bondholders.

The Entrenched Rights and Reserved Matters may materially and adversely affect the exercise and proceeds of any enforcement of the Security. Subject to such Entrenched Rights and Reserved Matters, the Majority Creditors may make a modification to, or grant any consent or waiver in respect of, the Finance Documents without the need to seek a confirmation from the Rating Agencies as to the then current ratings of the Bonds.

Regulatory Capital Considerations; CRD V

Bondholders should consult their own advisers as to the effect of the application of the CRR and CRD V as implemented by their own regulator, to their holding of any Class of Bonds. The CRR and CRD V have applied since 1 January 2014 and include amendments to the EU regulatory capital regime for credit institutions and investment firms. These amendments could result in certain investors being subject to additional regulatory capital obligations. These regulatory capital obligations would vary depending on the type of investor and the jurisdiction in which they are regulated. Investors should be aware that such regulatory capital obligations may

adversely affect their own holding of the Bonds (if they fall within one of the relevant categories of regulated investors) and may adversely affect the price for which they can sell the Bonds or their ability to sell the Bonds at all. CRD V, as it had effect immediately before the end of 31 December 2020, has been retained in UK domestic law by virtue of the EUWA (with amendments aimed at preventing, remedying or mitigating any failure of retained EU law to operate effectively, or any other deficiency in retained EU law arising from the withdrawal of the United Kingdom from the EU).

Trading in the clearing systems – integral multiples of less than the minimum Specified Denomination

In relation to any issue of Bonds which have a denomination consisting of the minimum Specified Denomination (set out in the applicable Final Terms or Drawdown Prospectus) plus a higher integral multiple of another smaller amount, it is possible that the Bonds may be traded in amounts in excess of the minimum Specified Denomination. In such a case, a Bondholder who, as a result of trading such amounts, holds a principal amount of less than such minimum Specified Denomination will not receive a definitive Bond in respect of such holding (should definitive Bonds be printed) and would need to purchase a principal amount of Bonds such that it holds an amount equal to one or more of such Specified Denominations.

Rating of the Bonds

The ratings assigned by the Rating Agencies to the Wrapped Bonds are based solely on the ability of any Financial Guarantor to pay claims and reflect only the views of the Rating Agencies. The ratings assigned by the Rating Agencies to the Unwrapped Bonds reflect only the views of the Rating Agencies and in assigning the ratings the Rating Agencies take into consideration the credit quality of TWUL and structural features and other aspects of the transaction.

A rating is not a recommendation to buy, sell or hold securities and will depend, among other things, on certain underlying characteristics of the business and financial condition of TWUL, circumstances relating to the water industry generally or, in the case of the Wrapped Bonds, of the Relevant Financial Guarantor from time to time.

In general, United Kingdom regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the United Kingdom and registered under the Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the “**UK CRA Regulation**”). Each of Standard & Poor’s and Moody’s is a credit rating agency established and operating in the United Kingdom and is registered under the UK CRA Regulation.

There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the Rating Agencies (or any of them) as a result of changes in, or unavailability of, information or if, in the Rating Agencies’ judgement, circumstances so warrant. If any rating assigned to the Bonds is lowered or withdrawn, the market value of the Bonds may be reduced. Future events, including events affecting TWUL and/or circumstances relating to the water industry generally, could have an adverse impact on the ratings of the Bonds.

Indexed Bonds

Under the Programme, the Issuer may issue Bonds with principal or interest determined by reference to a specified inflation index during a reference period. Potential investors should be aware that they may lose all or a substantial portion of their principal of any index-linked Bonds issued under the Programme. The historical performance of an index should not be viewed as an indication of the future performance of such index. Inflation indexes may go down as well as up. Where Bonds in respect of which the amount of interest payable is subject to adjustment by reference to movements in an inflation index are issued, a decrease in such inflation index over the reference period will reduce the amount of interest payable in respect of such Bonds. In a deflationary environment, the annual interest received may be lower than the rate of interest specified in the applicable Final Terms. Where the amount payable upon redemption of the Bonds is subject to adjustment by reference to

movements in an inflation index, a decrease in the specified inflation index over the reference period may reduce the amount to be repaid upon redemption of the Bonds to less than the nominal amount of the Bonds. Investors, as a consequence, may lose the value of their entire investment or part of it. The historical experience of the relevant inflation index should not be viewed as an indication of future performance of that inflation index during the term of any inflation linked Bonds. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any inflation linked Bonds and the suitability of such Bonds in light of its particular circumstances.

Green Bonds, Social Bonds and Sustainability Bonds

Prospective investors who intend to invest in the Green Bonds, Social Bonds or Sustainability Bonds issued under the Programme must determine for themselves the relevance of the information in the relevant Final Terms (for example, regarding the use of proceeds) for the purpose of any investment in the Green Bonds, Social Bonds or Sustainability Bonds together with any other investigation such investors deem necessary. Prospective investors should consult with their legal and other advisers before making an investment in any such Green Bonds, Social Bonds or Sustainability Bonds. In particular, no assurance is or can be given to investors by the Issuer, any other Obligor, the Dealers or any other person that the Eligible Green Projects, the Eligible Green Portfolio, the Eligible Social Projects, the Eligible Social Portfolio, the Eligible Sustainability Projects or the Eligible Sustainability Portfolio (each as defined in Chapter 9 “*Use of Proceeds*”) will meet or continue to meet on an ongoing basis any or all investor expectations regarding investment in “green bond”, “green”, “social”, “social bond”, “sustainability bond”, “sustainability” “ESG” or “sustainable” or equivalently-labelled projects.

In connection with the issue of Green Bonds, Social Bonds or Sustainability Bonds under the Programme, the Issuer and/or TWUL may request, at its discretion, further analysis by consultants and/or institutions with recognised social and environmental expertise to issue an opinion on the Sustainable Financing Framework, Green Bonds, Social Bonds or Sustainability Bonds (any such opinion, an “**External Review**”). The Issuer is expected to issue a report (“**Impact Report**”) on matters described in the section titled “*Use of Proceeds*”.

Any External Review, Impact Report and the Sustainable Financing Framework are not, nor shall they be deemed to be, incorporated in and/or form part of this Prospectus. An External Review and/or the Sustainable Financing Framework and/or any Impact Report may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Green Bonds, Eligible Green Portfolio, Social Bonds, Eligible Social Portfolio, Sustainability Bonds or Eligible Sustainability Portfolio. An External Review and/or the Sustainable Financing Framework and/or any Impact Report would not constitute a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold securities and would only be current as at the date it is released. Prospective investors must determine for themselves the relevance of the Sustainable Financing Framework, any External Review and/or any Impact Report and/or the information contained therein and/or the provider of any External Review for the purpose of any investment in the Green Bonds, Social Bonds or Sustainability Bonds. In particular, no assurance or representation is or can be given to investors by the Issuer, the Arranger, the Dealers or any other person that an External Review and/or the Sustainable Financing Framework and/or any Impact Report will reflect any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.

The Bondholders have no recourse against the provider of any External Review and/or the Sustainable Financing Framework and/or any Impact Report. In addition, although the Issuer may agree at the time of issue of any Green Bonds, Social Bonds or Sustainability Bonds to certain reporting and use of proceeds obligations it would not be an event of default under the Bonds if the Issuer fails to comply with such obligations. A withdrawal of an External Review and/or the Sustainable Financing Framework may affect the value of such Sustainability Bonds and/or may have consequences for certain investors with portfolio mandates to invest in

green, social, sustainability and/or sustainable assets. No assurance or representation is given by the Issuer, the Arranger, the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any External Review or other opinion or certification of any third party (whether or not solicited by the Issuer and/or TWUL) which may be made available in connection with the issue of any Bonds, and the Bondholders have no recourse against the Issuer, the Arranger or any of the Dealers in respect of the contents of any External Review or other such opinion or certification.

Furthermore, it should be noted that no member of the TWU Financing Group, no Dealer nor any other person makes any representation as to the suitability of the Green Bonds, Social Bonds or Sustainability Bonds to fulfil environmental, social and sustainability criteria required by prospective investors. No member of the TWU Financing Group, nor Dealer nor any other person is responsible for any third party assessment of the Green Eligibility Criteria or the Social Eligibility Criteria. Nor is any Dealer responsible for: Eligible Green Projects, Eligible Social Projects or Eligible Sustainability Projects. Nor is any Dealer responsible for: (i) any assessment of the Eligible Green Projects; or (ii) any verification of whether the Eligible Green Investments fall within the Eligible Green Projects; or (iii) any assessment of the Eligible Social Projects; or (iv) any verification of whether the Eligible Social Investments fall within the Eligible Social Projects; or (v) any assessment of the Eligible Sustainability Projects; or (vi) any verification of whether the Eligible Sustainability Investments fall within the Eligible Sustainability Projects; or (vii) the monitoring of the use of proceeds of any Green Bonds, Social Bonds or Sustainability Bonds. The External Review provider(s) have been appointed by TWUL and the Issuer. In the event that any Bonds are listed or admitted to trading on any dedicated "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect green, social or sustainable impact of any projects or uses which are the subject of or related to, any green, social or sustainability reports. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Bonds.

Regulation and Reform of EURIBOR and other “benchmarks” could adversely affect any Bonds linked to such “benchmarks”

Reference rates and indices, including interest rate benchmarks, such as EURIBOR which are used to determine the amounts payable under financial instruments or the value of such financial instruments (“**Benchmarks**”), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a significant adverse effect on any Bonds referencing or linked to such Benchmark. More broadly, any of the international, national or other proposals of reform, or the general increased regulatory scrutiny of the benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks” trigger changes in the rules or the methodologies used in certain “benchmarks” or lead to the discontinuance or unavailability of quotes on certain “benchmarks”.

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("€STR") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

At this time, it is not possible to predict the effect of any establishment of alternative reference rates or any other reforms to EURIBOR that may be enacted. Uncertainty as to the nature of such alternative reference rates or other reforms may adversely affect the trading market for EURIBOR-linked securities. The potential elimination of benchmarks such as EURIBOR, the establishment of alternative reference rates or changes in the manner of administration of such a benchmark could also require adjustments to the terms of the benchmark-linked securities and may result in other consequences such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form. Each potential investor should consult its legal advisers (or any other relevant independent advisers) to make their own assessment about the potential risks relating to the effect of any establishment of alternative reference rates or any other reforms to EURIBOR that may be enacted.

The EU Benchmarks Regulation and the UK Benchmarks Regulation could adversely affect any Bonds linked to a "benchmark"

Regulation (EU) 2016/1011 (the "EU Benchmarks Regulation") was published in the official journal on 29 June 2016 and has applied from 1 January 2018 (with the exception of provisions specified in Article 59 (mainly on critical benchmarks) that applied from 30 June 2016).

EU Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things it: (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The UK Benchmarks Regulation (Regulation (EU) No.2016/1011 as it forms part of domestic law by virtue of the EUWA) (the "UK Benchmarks Regulation"), among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed). Both the EU Benchmarks Regulation and UK Benchmarks Regulation could have a material impact on any Bonds linked to EURIBOR or another benchmark rate or index, including in any of the following circumstances:

- (i) a "benchmark" ceases to be published, calculated or administered;
- (ii) an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or register, or if based outside of the UK or in a non- EU jurisdiction, the administrator is not otherwise recognised as equivalent; and
- (iii) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the EU Benchmarks Regulation and/or UK Benchmarks Regulation (as applicable),

and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark. Either of the above could potentially

lead to the Bonds being de-listed or redeemed early or otherwise affected depending on the particular “benchmark” and applicable terms of the Bonds.

Fallback arrangements could adversely affect Floating Rate Bonds

In addition, the potential elimination of a benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest provisions of the Terms and Conditions, or result in other consequences, in respect of any Bonds linked to such benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of the alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the terms of the relevant Bonds, the return on the relevant Bonds and the trading market for securities (including the Bonds) based on the same benchmark.

Where Relevant Screen Rate Determination is specified as the manner in which the Interest Rate in respect of Floating Rate Bonds is to be determined, the Conditions provide that the Interest Rate shall be determined by reference to the Page (or its successor or replacement).

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, where the Floating Rate option specified is “EURIBOR”, the Conditions provide for the Interest Rate to be determined by the Calculation Agent by reference to quotations from banks communicated to it.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Reference Rate), the Interest Rate may ultimately revert to the Interest Rate applicable as at the last preceding Interest Determination Date before the Reference Rate was discontinued. Uncertainty as to the continuation of the Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Reference Rate is discontinued may adversely affect the value of, and return on, the Floating Rate Bonds.

Where the Page is not available, and no successor or replacement for the Page is available, where the Floating Rate option specified is “SONIA”, the Conditions provide for the Interest Rate to be determined by the Calculation Agent by reference to the Bank of England’s base rate plus the five-day mean of the spread of the SONIA Reference Rate to the Bank of England’s base rate. Where the Bank of England Base rate is not available, the Interest Rate may ultimately revert to the Interest Rate applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued.

Benchmark Events include (amongst other events) permanent discontinuation of an Original Reference Rate. If a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint, at the Issuer’s expense, an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Interest Rate is likely to result in Bonds linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Interest Rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the Conditions and/or the Bond Trust Deed, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Bondholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread will be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably practicable, any economic prejudice or benefit (as the case may be) to Bondholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate.

However, it may not be possible to determine or apply an Adjustment Spread and, even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Bondholders and Couponholders. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Interest Rate. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in Bonds linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Interest Rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Bonds.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Interest Rate for the next succeeding Interest Period will be the Interest Rate applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Interest Rate will be the initial Interest Rate.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Interest Rate, or the Interest Rate applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event is likely to result in Bonds linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Interest Rate) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser or, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Bonds, the initial Interest Rate, or the Interest Rate applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Bonds, in effect, becoming Fixed Rate Bonds. In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequences could have a material adverse effect on the value of and return on any such Bonds.

Where ISDA Determination is specified as the manner in which the Interest Rate in respect of Floating Rate Bonds is to be determined, the Conditions provide that the Interest Rate in respect of the Bonds shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions and the ISDA Benchmark Supplement. Where the Floating Rate Option specified is an “EURIBOR” Floating Rate Option, the Interest Rate may be determined by reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If the EURIBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Interest Rate that would be applicable, and may, adversely affect the value of, and return on, the Floating Rate Bonds.

Investors should also note that the Issuer may enter into hedging transactions to hedge the floating rate exposure of a Floating Rate Bond. The fallback arrangements in respect of such hedging transactions could be different to those in the Floating Rate Bonds which could lead to a mismatch between the Floating Rate Bond and the

hedging transaction. This could leave Issuer exposed to a mismatch risk which it otherwise would not have been.

The impact of these conditions could be detrimental to the Issuer and/or the Guarantor and, in each case, could adversely affect: its business, operations and profitability; its solvency and the solvency of its counterparties, custodians, customers and service providers; the value and liquidity of its assets and liabilities and the credit rating of the Bonds.

The market continues to develop in relation to SONIA as a reference rate

The Issuer may issue Floating Rate Bonds referencing SONIA. On 29 November 2017 and in a series of subsequent announcements, the Bank of England and the FCA announced that the Bank of England's Working Group on Sterling-Risk Free Rates had been mandated with implementing a broadbased transition to SONIA over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Investors should be aware that the market continues to develop in relation to Sterling Overnight Index Average ("SONIA") as a reference rate in the capital markets and its adoption as an alternative to LIBOR. In addition, market participants and relevant working groups are exploring alternative reference rates based so called on risk free rates, including a term SONIA reference rate (which seek to measure the market's forward expectation of an average SONIA rate over a designated term) and the Bank of England started publishing the SONIA Compounded Index from 3 August 2020. The use of Compounded Daily SONIA as a reference rate for Eurobonds is nascent, and is subject to change and development, both terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing Compounded Daily SONIA. Accordingly, Bondholders should be aware that the market continues to develop in relation to SONIA as a reference rate in capital markets and its adoption as an alternative to LIBOR. For example, in the context of backwards-looking SONIA rates, market participants and relevant working groups are currently assessing the difference between compounded rates and weighted average rates, and such groups are also exploring forward-looking 'term' SONIA reference rates which seek to measure the markets forward expectation of an average SONIA rate over a designated term. The adoption of SONIA may also see component inputs into swap rates or other composite rates transferring from LIBOR or another reference rate to SONIA.

The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions and used in relation to Bonds that reference SONIA issued under this Prospectus. The Issuer may in the future also issue Bonds referencing SONIA that differ materially in terms of interest determination when compared with any previous SONIA referenced Bonds issued by it under the Programme (including SONIA Bonds which reference the SONIA Compounded Index published by the Bank of England). The development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA referenced Bonds issued under the Programme from time to time.

In addition, the manner of adoption or application of SONIA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of instruments referencing SONIA. Since SONIA is a relatively new market index, Bonds linked to SONIA may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SONIA such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Bonds may be lower than those of later-issued indexed debt securities as a result. Further, if SONIA does not prove to be widely used in securities like the instruments, the trading price of such

Bonds linked to SONIA may be lower than those of Bonds linked to indices that are more widely used. Investors in such Bonds may not be able to sell such Bonds at all or may not be able to sell such Bonds at prices that will provide them with a yield comparable to similar investments that have a developed secondary market and may consequently suffer from increased pricing volatility and market risk.

SONIA differs from other benchmarks in a number of material respects and has a limited history

Publication of SONIA has a limited history. The future performance of SONIA may therefore be difficult to predict based on the limited historical performance. The level of SONIA during the term of Bonds issued under the Programme may bear little or no relation to the historical level of SONIA. Prior observed patterns, if any, in the behaviour of market variables and their relation to SONIA such as correlations, may change in the future. Furthermore, interest on Bonds which reference Compounded Daily SONIA is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Bonds which reference such risk free rates to reliably estimate the amount of interest which will be payable on such Bonds and some investors may be unable or unwilling to trade such Bonds without changes to their IT systems, both of which could adversely impact the liquidity of such Bonds. If Bonds referencing Compounded Daily SONIA become due and payable as a result of an event of default under Condition 11 (Events of default), or are redeemed early on a date which is not an Interest Payment Date, the rate of interest payable for the Final Interest Period in respect of such Bonds shall only be determined immediately prior to the date on which the Bonds become due and payable.

The administrator of SONIA may make changes that could change the value of SONIA or discontinue SONIA

The Bank of England (or a successor), as administrator of SONIA, may make methodological or other changes that could change the value of SONIA, including changes related to the method by which SONIA is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, or timing related to the publication of SONIA. If the manner in which SONIA is calculated is changed, that change may result in a reduction of the amount of interest payable on such Bonds and the trading prices of such Bonds. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA (in which case a fallback method of determining the interest rate on the Bonds will apply). The administrator has no obligation to consider the interests of Bondholders when calculating, adjusting, converting, revising or discontinuing SONIA.

Withholding tax under the Bonds

In the event withholding taxes are imposed by or in any jurisdiction in respect of payments due under the Bonds, neither the Issuer nor any Guarantor is obliged to gross-up or otherwise compensate Bondholders for the fact that the Bondholders will receive, as a result of the imposition of such withholding taxes, cash amounts which are less than those which would otherwise have been the case, in certain circumstances of this nature the Issuer may:

- (a) arrange for the substitution of another company in an alternative jurisdiction (subject to certain conditions); and, failing this,
- (b) redeem all Outstanding Bonds in full (subject to certain considerations).

See Condition 8(c) (*Redemption for Index Event, Taxation or Other Reasons*) under the heading “Terms and Conditions of the Bonds” in Chapter 8 (*The Bonds*) of this Prospectus.

Likewise, in the event withholding taxes are imposed in respect of payments due under the Wrapped Bonds and the Relevant Financial Guarantor is called upon under its Financial Guarantee or Financial Guarantees to make payments in respect of such payments, such Financial Guarantor is not obliged to gross-up or otherwise compensate the holders of such Wrapped Bonds for the fact that such Wrapped Bondholders will receive, as a

result of the imposition of any withholding taxes, cash amounts which are less than those which would otherwise have been the case.

CHAPTER 3

THE PARTIES

Issuer	Thames Water Utilities Finance plc, a company incorporated with limited liability in England and Wales (registered number 2403744) (LEI: 213800ESMPQ4RQ7G8351). The Issuer is a wholly-owned subsidiary of TWUL and is the funding vehicle for raising funds to support the long-term debt financing requirements of TWUL.
TWUL	Thames Water Utilities Limited, a company incorporated in England and Wales with limited liability (registered number 2366661 and LEI 213800JKM5UQHFJOTZ25), which holds an Instrument of Appointment dated August 1989 under Sections 11 and 14 of the Water Act 1989 (as in effect on 1 September 1989) under which the then Secretary of State for the Environment appointed TWUL as a water and sewerage undertaker under the Water Industry Act 1991, as amended (the “ WIA ”) for the areas described in the Instrument of Appointment. TWUL is a wholly-owned subsidiary of TWH.
TWH	Thames Water Utilities Holdings Limited, a company incorporated in England and Wales with limited liability (registered number 6195202 and LEI 213800L6QBDNW1PDRB21). TWH is a wholly-owned subsidiary of Parent.
Parent	Thames Water Limited, a private company incorporated in England and Wales with limited liability (registered number 02366623).
Guarantors	Pursuant to the terms of the Security Agreement, TWH guarantees the obligations of TWUL and the Issuer under each Finance Document in favour of the Security Trustee. In addition, TWUL and the Issuer each guarantee the obligations of each other (but not those of TWH) under each Finance Document in favour of the Security Trustee. TWH, TWUL and the Issuer are collectively referred to herein as the “Guarantors” and each a “Guarantor”. The Bondholders shall, through the Security Trustee, have recourse to the Guarantors, as described in further detail in Chapter 7 “ <i>Overview of the Financing Agreements – Security Agreement</i> ”.
TWU Financing Group	The TWU Financing Group comprises TWH, TWUL and the Issuer.
Thames Water Group	Kemble Water Holdings Limited and its Subsidiaries from time to time.
Arranger	Barclays Bank PLC.
Dealers	Banco Santander, S.A, Bank of China Limited, London Branch, Barclays Bank PLC, BNP Paribas, HSBC Bank plc, ICBC Standard Bank Plc, Lloyds Bank Corporate Markets plc, Morgan Stanley & Co. International plc, MUFG Securities EMEA plc, National Australia Bank Limited (ABN: 12 004 044 937), NatWest Markets Plc, RBC Europe Limited, Scotiabank Europe plc, Skandinaviska Enskilda Banken AB (publ), SMBC Nikko Capital Markets

	<p>Limited and The Toronto-Dominion Bank will act as dealers (together with any other dealer appointed from time to time by the Issuer and the other Guarantors, “Dealers”) either generally with respect to the Programme or in relation to a particular Tranche, Sub-Class, Class or Series of Bonds.</p>
Secondary Market Guarantors	<p>Each Eligible Secondary Market Guarantor that, from time to time, in respect of any Class A Unwrapped Bonds: (i) delivers an FG Covered Bond Notice (as defined below) to the Security Trustee and the Bond Trustee in accordance with the provisions of the STID; and (ii) accedes to the STID in accordance with the provisions thereof (each in such capacity, a “Secondary Market Guarantor”). FGIC UK Limited, a private limited company incorporated in England and Wales whose registered office is 3rd Floor, 11 Old Jewry, London EC2R 8DU, acceded as a Secondary Market Guarantor on 5 September 2007.</p>
Hedge Counterparties	<p>Certain financial institutions from time to time which enter into Hedging Agreements with the TWU Financing Group as counterparties and which comply with certain criteria set out in the Hedging Policy set out in the Common Terms Agreement and described in Chapter 7 “<i>Overview of the Financing Agreements</i>”. The name and a brief description of each current Hedge Counterparty is set out in Chapter 11, “<i>Description of the Hedge Counterparties</i>”. The TWU Financing Group may enter into further Hedging Agreements from time to time which comply with the Hedging Policy.</p>
Bond Trustee	<p>Deutsche Trustee Company Limited acts and will act as trustee (the “Bond Trustee”) for and on behalf of the holders of each Class of Bonds of each Series (the “Bondholders”).</p>
Security Trustee	<p>Deutsche Trustee Company Limited acts and will act as security trustee for itself and on behalf of the Secured Creditors (as defined below) (the “Security Trustee”).</p>
Secured Creditors	<p>The Secured Creditors comprise any person who is a party to, or has acceded to, the STID as a Secured Creditor. (For the avoidance of doubt, Secondary Market Guarantors will not accede as Secured Creditors.)</p>
DSR Liquidity Facility Providers	<p>Certain financial institutions assembled from time to time by the Thames Water Group (each a “DSR Liquidity Facility Provider” and together, the “DSR Liquidity Facility Providers”).</p>
O&M Reserve Facility Providers	<p>Certain financial institutions assembled from time to time by the Thames Water Group (each an “O&M Reserve Facility Provider” and together, the “O&M Reserve Facility Providers”).</p>
Credit Facility Providers	<p>Certain financial institutions assembled from time to time by the Thames Water Group (each a “Credit Facility Provider” and together, the “Credit Facility Providers”).</p>

EIB	European Investment Bank, acting through its office at 98-100 boulevard Konrad Adenauer, Luxembourg-Kirchberg, Grand Duchy of Luxembourg.
Paying Agents	Deutsche Bank AG, London Branch acts and will act as principal paying agent (the “ Principal Paying Agent ” and, together with any other paying agents appointed by the Issuer, the “ Paying Agents ”) to provide certain issue and paying agency services to the Issuer in respect of the Bearer Bonds and Registered Bonds.
Agent Bank	Deutsche Bank AG, London Branch acts and will act as agent bank (the “ Agent Bank ”) to provide certain calculation agency services under the Agency Agreement in respect of the Bonds.
Account Bank	National Westminster Bank plc, acting through its City of London office at 1 Princes Street, London (the “ Account Bank ”).
Cash Manager	TWUL (the “ Cash Manager ”), or during a Standstill Period, National Westminster Bank Plc (the “ Standstill Cash Manager ”).
Registrar and Transfer Agent	Deutsche Bank Trust Company Americas will act as transfer agent (the “ Transfer Agent ”) and will provide certain transfer agency services to the Issuer in respect of the Registered Bonds. Deutsche Bank Trust Company Americas will act as registrar (the “ Registrar ”) and will provide certain registrar services to the Issuer in respect of the Registered Bonds.
TWUF Bond Trustee	Deutsche Trustee Company Limited is the trustee for and on behalf of the holders of each class of Flipper Bonds (in such capacity, the “ Flipper Bond Trustee ”) and each class of Legacy Bonds (in such capacity, the “ Legacy Bond Trustee ”) and, together with the Flipper Bond Trustee and the Legacy Bond Trustee, the “ TWUF Bond Trustees ” and each a “ TWUF Bond Trustee ”).

- The Issuer may under the Programme issue Class A Unwrapped Bonds and Class B Unwrapped Bonds.
- The Issuer and, for certain indebtedness, TWUL may also borrow money from Authorised Credit Providers under Authorised Credit Facilities for funding the working capital and capital expenditure requirements of TWUL, to service and repay the TWU Financing Group's indebtedness and for the TWU Financing Group's general corporate purposes.
- The Issuer may additionally borrow money from O&M Reserve Facility Providers under O&M Reserve Facility Agreements for funding the operating and maintenance expenditure of TWUL.
- The Issuer has on-lent and will on-lend to TWUL the proceeds of each Series of Bonds and each advance to the Issuer under each Authorised Credit Facility, pursuant to an Issuer/TWUL Loan Agreement. The Issuer has on-lent to TWUL the proceeds of the Secured TWUF Bonds pursuant to the TWUF/TWUL Loan Agreements.
- The Finance Lessors provide financing of equipment to TWUL.
- Where applicable, each of TWUL and/or the Issuer are required to hedge their respective interest rate and currency exposure under the Issuer/TWUL Loan Agreements, the TWUF/TWUL Loan Agreements, Authorised Credit Facilities and/or the Bonds (as appropriate) by entering into interest and currency swap agreements and other hedging arrangements with Hedge Counterparties in accordance with the Hedging Policy. The economic effect of any hedging entered into by the Issuer is or will be passed on to TWUL through the relevant Issuer/TWUL Loan Agreement save that the economic effect of any hedging entered into by TWUF in respect of the Secured TWUF Bonds is or will be passed on to TWUL through the relevant TWUF/TWUL Loan Agreement.

The Issuer's obligations to repay principal and pay interest on the Bonds (both those issued previously and any future issuance) and under each Authorised Credit Facility to which it is party as borrower are intended to be met primarily from the payments of principal and interest received from TWUL under the Issuer/TWUL Loan Agreements and where such payment has been hedged under a Hedging Agreement, under the relevant Hedging Agreement. Any Bonds (including those previously issued and any further issuance) will be backed by the same assets being payments the Issuer is due to receive from TWUL under the Issuer/TWUL Loan Agreements, TWUF/TWUL Loan Agreements and where such payment has been hedged under a Hedging Agreement, under the relevant Hedging Agreement. The Issuer's obligations to repay principal and pay interest on the Secured TWUF Bonds (both those issued previously and any future issuance) are intended to be met primarily from the payments of principal and interest received from TWUL under the TWUF/TWUL Loan Agreements and where such payment has been hedged under a Hedging Agreement, under the relevant Hedging Agreement. Each Issuer/TWUL Loan Agreement and each TWUF/TWUL Loan Agreement will provide for payments to become due from TWUL to the Issuer on dates and in amounts that match the obligations of the Issuer to its various financiers under its financial arrangements plus a certain profit margin. The payments of principal and interest received from TWUL under the Issuer/TWUL Loan Agreements and the TWUF/TWUL Loan Agreements have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Bonds or the Secured TWUF Bonds.

- The Issuer may withdraw sums standing to the credit of the Debt Service Reserve Accounts and/or draw under any DSR Liquidity Facility to on-lend to TWUL to enable TWUL to meet any shortfall in the amounts available to TWUL on any Payment Date to pay scheduled interest and certain other payments under Authorised Credit Facilities of TWUL (including the Issuer/TWUL Loan Agreements and the TWUF/TWUL Loan Agreements), to enable the Issuer to meet interest payments on the Bonds and Secured

TWUF Bonds and certain other payments ranking in priority to or *pari passu* with the Bonds (excluding any principal repayments on Bonds).

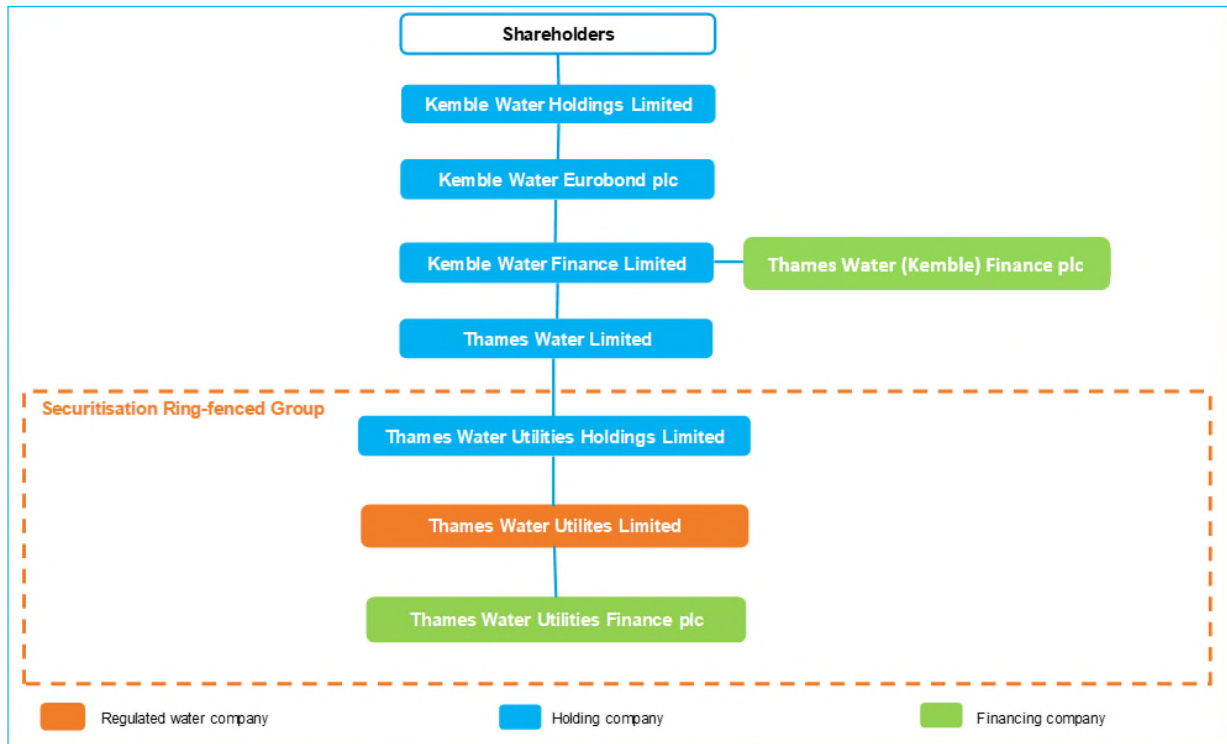
- The respective obligations of TWUL and the Issuer to each of their Secured Creditors are guaranteed by each other in favour of the Security Trustee. TWH has in turn guaranteed in favour of the Security Trustee the respective obligations of TWUL and the Issuer.
- The obligations of each of TWUL, the Issuer and TWH are secured in favour of the Security Trustee under the terms of the Security Agreement.
- The guarantees and security granted by the Obligors are held by the Security Trustee for itself and on behalf of the Secured Creditors under the terms of the STID, which regulates the rights and claims of the Secured Creditors (and the rights of the Secondary Market Guarantors to vote in relation thereto) against the Obligors and the duties and discretions of the Security Trustee.

CHAPTER 5

DESCRIPTION OF THE TWU FINANCING GROUP

TWUL is subject to economic regulation by Ofwat, as further described in Chapter 6 of this Prospectus. As such, TWUL's operational performance can have an impact on its financial performance through the financial reward and penalty mechanisms which Ofwat has in place to incentivise companies to deliver on their commitments. In TWUL's view, such operational performance measures are not financial measures and as such not alternative performance measures unless specifically disclosed as such.

TWU Financing Group



The above chart sets out an abridged version of the Kemble Water Holdings Limited Group Structure.

In 2007, to reduce TWUL's exposure to credit and event risk of other companies within the Kemble Water group, a new "ring-fenced" financing group (being the "**TWU Financing Group**" depicted above) was created, which, so far as practicable, is financially and operationally separate from the rest of the Kemble Water Group. The diagram above illustrates the structure of the TWU Financing Group and its ownership structure.

TWUL

Operational and financial overview

TWUL is the largest provider of water and sewerage services in the UK, based on the number of customers served and a stated RCV of £15.0 billion as at 31 March 2021 (31 March 2020: £14.7 billion). It is the principal trading company of the Kemble Water Group.

RCV is an alternative performance measure determined by Ofwat. It is derived in line with Ofwat's prescribed methodology and is a key component part of the calculation of TWUL's allowed revenue. It is included in this Prospectus to allow potential Bondholders to better assess TWUL's performance and business.

Key financial data¹

	Year to 31 March 2021	Year to 31 March 2020
Revenue	£2,106.7 million ⁽³⁾	£2,172.8 million ⁽³⁾
Revenue (Appointed Business only ⁽²⁾)	£2,059.1 million	£2,120.5 million
Total operating expense	£1,739.7 million ⁽³⁾	£1,667.7 million ⁽³⁾
Operating profit	£488.8 million ⁽³⁾	£577.5 million ⁽³⁾
Capital expenditure (including property, plant, equipment, and intangibles) ⁽⁴⁾	£1,105.0 million	£1,223.0 million
Average number of persons employed in the year	6,525	6,296

⁽¹⁾ The figures for the years ended 31 March 2020 and 31 March 2021 are as quoted in the Thames Water Annual Report and Sustainability Report 2020/21 and Annual Performance Report 2020/21.

⁽²⁾ Revenue is for the Appointed Business only (defined below). All other figures not marked as Appointed Business only, are the total statutory TWUL figures.

⁽³⁾ Includes amounts relating to Bazalgette Tunnel Limited ("BTL"), the independent company appointed to construct the Thames Tideway Tunnel ("TTT"). With effect from 1 April 2016, as agreed with Ofwat, TWUL's bills to its wastewater customers include amounts relating to construction costs of the TTT. As a result, TWUL recognises revenue in respect of the amounts billed. As cash is collected, it is passed to BTL. No cash is retained by the Company.

⁽⁴⁾ This amount relates to additions in the year ended 31 March 2021 to intangible assets of £54.8 million (2020: £86.7 million) and to Property, plant and equipment £1,050.2 million (2020: £1,136.3 million).

Amounts disclosed for the years ended 31 March 2021 and 31 March 2020 in the table above are amounts in accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and international financial reporting standards adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union.

Appointed Business and Permitted Non-Appointed Business

The Appointed Business comprises the regulated activities of TWUL as defined in Condition A of its Licence. These regulated activities are necessary for TWUL to fulfil the function and duties of a water and sewerage undertaker under the WIA.

In addition to its duties as an Appointed Business, TWUL also undertakes certain Permitted Non-Appointed Business activities. These activities are conducted on an arm's length basis from TWUL's Appointed Business. These activities include third party discharges to sewage treatment works and other commercial activities including property searches and cess treatment (treatment of waste from private receptacles not

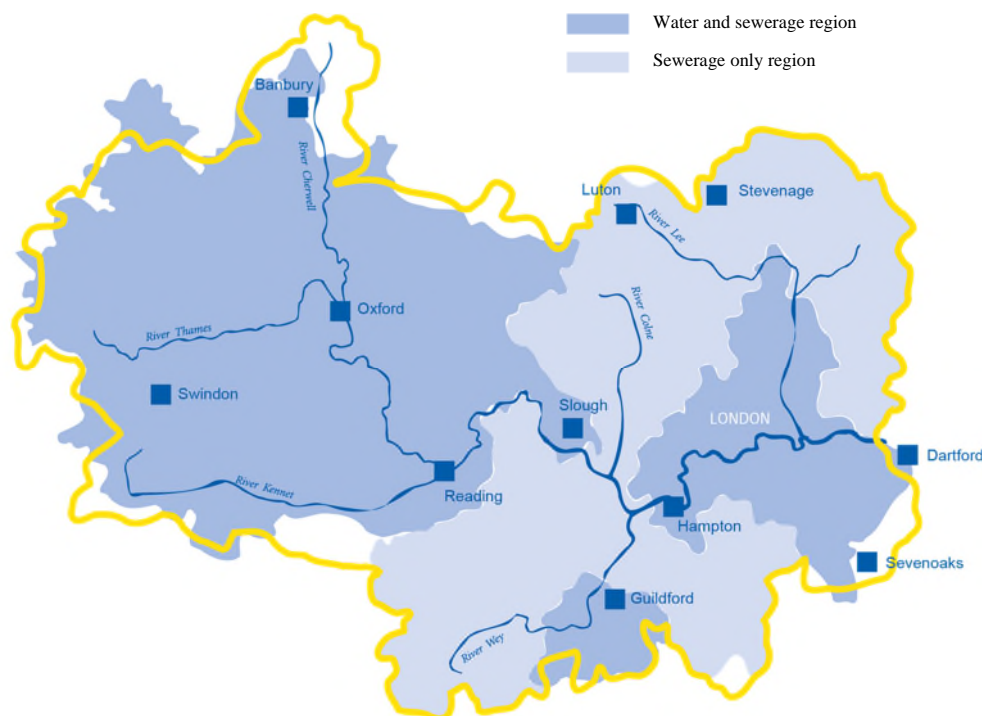
linked to TWUL's network). The results of the Permitted Non-Appointed Business include certain charitable donations. The charitable donations from the Permitted Non-Appointed Business are made out of funds to which the shareholders are entitled and are not funded by customers.

Area of appointment

Under the WIA, TWUL was appointed by an Instrument of Appointment dated August 1989 (with effect from 1 September 1989) as a "Regulated Company" and as the water and sewerage undertaker for the geographic area identified in the map below as the "Water Region Boundary" (the "**Water Region**") and the area outlined by the "Sewerage Region Boundary" (the "**Sewerage Region**") and, together with the Water Region, the "**Region**", subject in each case to the inset (NAV) appointments granted by Ofwat, where a third party is the statutory undertaker for a smaller, defined area within TWUL's overall service area.

TWUL supplies drinking water to over 9 million customers and is responsible for the removal and treatment of wastewater from circa 15 million customers, serving approximately a quarter of the population of England and Wales across a region spanning approximately 5,000 square miles.

Thames Water service area



Please note that this map does not indicate those areas which are subject to inset (NAV) appointments as described above.

Economic regulation

TWUL's Appointed Business and results are affected by the regulated tariffs which TWUL may charge its customers as agreed with Ofwat through price control known as the Periodic Review Process, that includes in its operational performance commitments, including drinking water quality, environmental regulations and other items as set out in the terms of its Licence. As part of each Periodic Review and its primary duties (section 2 of the Water Industry Act 1991), Ofwat sets prices intended to enable water and sewerage companies in England and Wales to finance their operations and earn a reasonable return on capital. As part

of this process, TWUL submits a five-year business plan to Ofwat for approval prior to the start of each Periodic Review Period, after which a Final Determination is made by Ofwat.

Ofwat issued the 2014 Final Determination for the regulatory period 1 April 2015 to 31 March 2020 on 12 December 2014 (the “**2014 Final Determination**”) and this was accepted by Thames Water in January 2015. The 2014 Final Determination contained five separate price controls: three wholesale controls covering water, wastewater and TWUL’s interface works for the TTT Project, and two retail controls covering household and non-household customers. In addition, from February 2016, TWUL began to include in its bills to wastewater customers an additional (non-appointed) charge for TTT construction costs. Cash collected in relation to this additional charge are passed through to BTL when received by TWUL. This additional charge is not (and will not be) separately itemised on the bill. Prices for the average household customer are expected to decrease over the course of the regulatory period (including the IP Charges). These charges reflect £9.6 billion of allowed revenues, £8.3 billion allowed expenditure and a wholesale allowed return (cost of capital) of 3.6 per cent. for the period². Following the opening of the non-household retail market on 1 April 2017, TWUL exited the retail non-household market with effect from that date.

Where unexpected costs or savings occur during the period relating to a Final Determination, mechanisms exist to facilitate interim adjustments, however, such adjustments are subject to stringent conditions. Therefore, in practice, unexpected costs or savings are more commonly only reflected in the prices set for the following five-year regulatory period.

Ofwat issued the 2019 Final Determination for the regulatory period 1 April 2020 to 31 March 2025 on 16 December 2019 (the “**2019 Final Determination**”) and this was accepted by Thames Water in February 2020. The 2019 Final Determination sets out price controls, service commitments and the wider incentive framework for six separate binding controls: five wholesale controls being water resources, water network plus, bioresources, wastewater network plus and one in respect of TTT (applicable to TWUL only), and one retail control covering household customers. Prices for the average household customer are expected to decrease over the course of the regulatory period (including the IP Charges). These charges reflect £10.3 billion of allowed revenues (2017/18 CPIH prices), £8.9 billion of wholesale allowed expenditure (2017/18 CPIH prices), £0.8 billion of retail allowed expenditure (nominal prices) and a wholesale allowed return (cost of capital) of 2.9 per cent. (CPIH basis) for the period³.

The general characteristics of Ofwat’s approach to price controls are described in Chapter 6 “*Regulation of the Water and Wastewater Industry in England and Wales*”. A key feature of the approach is the focus on outcomes and ODIs.

The outcomes framework sits in the broader context of the company’s statutory and licence requirements for service delivery. Independently of the outcome’s framework, each company also must ensure that it complies with its legal obligations, or risk enforcement action. If a company’s performance falls below the level set for a performance commitment (irrespective of the existence of any deadband or collar),

Ofwat will consider whether this is indicative of wider compliance issues to the detriment of consumers and whether enforcement action, with the potential for remedial and fining measures, is warranted.

The framework includes fifteen common performance commitments, which apply to all companies and the company’s bespoke performance commitments. Each performance commitment has an associated ODI, which may be financial and reputational or reputation only.

² All amounts and percentages are shown in 2012-13 price levels.

³ All amounts and percentages are shown in 2017-18 price levels.

The common performance commitments ensure that Ofwat's framework focuses on the issues that matter to customers. The list includes the quality and reliability of the water and wastewater supply, resilience, asset health and customer service. By measuring and incentivising companies against service failures, these performance commitments motivate water companies' management to identify and mitigate risks to their services. The common performance commitments rely on consistent definitions and reporting by all companies.

Ofwat has targeted all companies to deliver upper quartile performance for the common performance commitments for water supply interruptions, internal sewer flooding and pollution incidents. TWUL has also been targeted with a 20% reduction in leakage (other companies have generally been set a 15% reduction) over the AMP.

The bespoke performance commitments reflect the results of TWUL's customer and stakeholder engagement and cover the five areas listed below:

1. TWUL's different price controls
2. Vulnerability
3. The environment
4. Resilience, and
5. Abstraction Incentive Mechanism (AIM)

These areas matter to customer and society and the performance commitments, which TWUL has developed reflect TWUL's customer and stakeholder preferences, challenges and facilitate innovation. They are also set at stretch levels of performance. TWUL has set thirty-seven bespoke performance commitments.

Whilst the PR19 Final Determination includes provisions for TWUL recognising the financial effects of its ODI performance in the following AMP, TWUL has decided to bring forward bill reductions for penalties incurred during the first three years of this regulatory period (2015/16, 2016/17 and 2017/18) into the current AMP. This decision is primarily a result of TWUL missing its leakage target in 2016/17 for the first time in 11 years.

The performance commitments and incentives are set out in detail in the 2019 Final Determination and in the Thames Water company-specific appendix of the 2019 Final Determination.

Strategy

The Board of Thames Water, supported by the Executive Team, has agreed that everything it does will be consistent with its Purpose and three strategic ambitions.

Purpose:

To deliver life's essential service, so that Thames Water's customers, communities and the environment can thrive.

Strategic ambitions:

1. To deliver brilliant customer engagement.
2. To invest in resilient systems and assets.
3. To generate public value.

The overall TWUL strategy is supported by distinct strategies for each of the services the business delivers (as outlined below), and the strategies of each are aligned to drive delivery of the overall TWUL strategy.

TWUL has published, on its website, its business plan for the next five-year regulatory period (2020 to 2025) and its Water Resources Management Plan for the 80-year period (2020 to 2100).

In July 2016, TWUL announced the disposal of its economic interest in its retail non-household business to Castle Water Limited (“**Castle**”). With effect from 1 April 2017, the remaining legal title and regulatory retail obligations of TWUL in relation to its non-household retail business were transferred to Castle although TWUL retained its regulatory obligations as a wholesaler in respect of the non-household retail customers. This transaction has allowed TWUL to concentrate on its regional wholesale business for household and non-household customers and its retail household businesses. See the section entitled “*Litigation*” below for further details of the settlement of the ongoing litigation between TWUL and Castle arising out of this transaction.

TWUL outsourcing activities

To support delivery across the business, TWUL has formed several alliances and long-term strategic partnerships with selected industry leading companies, designed to align operational technology to encourage innovation and cost saving across the TWU Financing Group.

The Infrastructure Alliance is responsible for delivering water network improvements, leakage management and connecting new customers to the network for TWUL throughout AMP6 and AMP7. The Infrastructure Alliance is a partnership between TWUL and two new joint ventures and delivered over £1 billion of work to support TWUL’s delivery of its performance commitments.

The eightzO Alliance, Thames Water’s key Capital Delivery vehicle within AMP6 is in run off and finalising delivery of its remaining project portfolio projects (circa £0.2 billion in AMP7). A new supply chain has procured as part of a revised delivery model with increased client control and technical assurance has been put in control. Expected spend in AMP7 for this delivery model is more than £3 billion. In addition, TWUL outsources other services, including payroll, digital support and the majority of its requirements for legal services. In all cases of outsourcing, appropriate risk assessment and management are applied to such outsourcing and transfer pricing rules are properly observed. These arrangements are a reflection of Good Industry Practice and TWUL’s future strategy.

In 2019, TWUL embarked upon a project to prepare itself for the changes in the IR35 (Intermediaries) legislation which came into force in April 2021. To prepare for the new IR35 legislation, TWUL has analysed its supply chain to determine where the IR35 legislation could apply and considered amendments to the terms and conditions in place with contractors and consultants supplied to ensure that TWUL’s risks from the IR35 legislation are appropriately managed. TWUL has processes for the IR35 analysis of future projects involving intermediaries, for the issue of status determinations and for dealing with status challenges.

Operations

Operations is responsible for all aspects of TWUL’s water and wastewater operations.

Operations’ remit includes, all aspects of water abstraction and resources management, water treatment and distribution, as well as all aspects of wastewater collection, transport, treatment and disposal, extracting value at every stage of the process and minimising the effect on customers and the environment. Services are provided by maintaining a reliable infrastructure network that collects, transports and treats wastewater ensuring it is compliant with regulations, and that any treated wastewater discharged to watercourse does not impact the existing water quality.

Operations maintains TWUL’s statutory duty to provide reliable supplies of safe drinking water to all its customers, with minimal impact on the environment, meeting the needs of a growing population, adapting

to a changing climate and keeping bills as low as possible. Water services are provided to over nine million customers, ranging from the urban metropolis of London, to the Thames Valley and surrounding area, with its mixture of fast-growing towns and countryside. Operations is also responsible for the removal, treatment and safe disposal of wastewater with minimal impact on the environment, for its 15 million customers.

Operations' mission is to be the on-the-ground face of Thames Water to ensure the safe and dependable delivery of drinking water and the removal of wastewater from customers' homes - mitigating against weather and dealing with incidents quickly to minimise disruption for TWUL's customers.

Operations' purpose is to ensure a safe and dependable water and wastewater supply for both TWUL's customers and the environment, through proactive, preventative operations and maintenance, and the utilisation of technology to enable 'smart' system optimisation.

The overall ambition is:

- To proactively maintain TWUL's assets to deliver a drastic reduction in the number/severity of events
- To halve TWUL's current leakage levels in a cost-effective way in the longer term
- To create, collect and provide data to enable the planning process
- To reach zero pollution, via industry leading standards and processes
- To achieve power sustainability 'zero input power', only using the grid as a back-up option
- To achieve upper quartile employee net promoter score
- To eliminate major health and safety events, through monitoring and continuous improvement

The following principles underpin the ability of Operations to deliver its ambition:

- Driving the elimination of waste through the optimisation of the system and on-the-ground technical delivery
- Proactively monitoring and maintaining assets, improving TWUL's data quality, minimising events and limiting TWUL's impact on the environment
- Accurately planning and effectively scheduling proactive and reactive work to meet customer expectations
- Defining optimal resourcing (people) and building internal capabilities while performance managing external resources
- Managing events, when they do occur, coordinating across the business to minimise customer impact

Underpinning the successful delivery of Operations' plans are two alliances, both launched at the start of AMP6: the Infrastructure Alliance and the eight2O Alliance. The alliances include partners with the insight, innovation, design, and delivery capabilities to deliver TWUL's regulatory commitments. The alliances have been selected to work as an integral part of TWUL's operational delivery and to ensure the implementation of solutions that are cost-effective over the long-term and improve the reliability of both TWUL's water and wastewater networks. The wastewater network is maintained by a single third-party contractor and several sub-contractors. This should enable delivery of a consistent, high quality service in the long term.

Water abstraction & management of water resources

TWUL abstracts, treats, and distributes drinking water to around nine million customers across London, the Thames Valley and surrounding area.

Water resources fall into two basic categories: surface water (primarily sourced from rivers) and groundwater (principally from aquifers). Abstractions from these sources are made pursuant to abstraction licences issued by the Environment Agency.

TWUL's supply area is one of the driest in terms of rainfall in the UK and has been defined by the Environment Agency as an area of water stress. TWUL is required to outline its long-term supply and demand strategy every five years in a water resources management plan (the "**Water Resources Management Plan**"). The current plan sets out how water companies aim to meet predicted demand for water for the 25-year period from 2015 to 2040, ensuring enough water is available to meet customers' needs. TWUL received approval for its Water Resources Management Plan covering an 80-year period from 2020-2100 from Defra in March 2020. TWUL's water resources strategy is to manage demand to the greatest extent possible, including: (i) further reducing leakage; (ii) moving progressively to become a fully metered company; and (iii) actively promoting efficient use of water. TWUL recognises that the population in its area of operation is growing rapidly and it is preparing to meet the increased demand that this will drive.

Water treatment

Given that water is a finite resource, TWUL recognises the importance of promoting its responsible use, and its safe return to the environment after use.

Abstracted water is treated at water treatment works prior to distribution to customers through water mains and service pipes. Water from some groundwater sources can be of such a quality that only disinfection treatment is necessary, whilst other sources require additional treatment to meet water quality standards. Standards in drinking water are set pursuant to the Water Supply (Water Quality) Regulations 2016 by the UK Parliament and regulated by the DWI. Many of the parameters monitored are derived from the EU Drinking Water Directive but some national requirements are also included.

In AMP7 Ofwat and the DWI have set a Common Performance Commitment for all companies entitled the Compliance Risk Index. The performance commitment is a measure devised by the DWI and supported by the industry which assesses the risk arising from treated water compliance exceedances. The target for CRI has been set as zero by regulators as the performance commitment relates to wholesomeness of drinking water. In the calendar year 2020, TWUL's CRI score was 2.42, which is slightly below the industry average of 2.61.

To ensure TWUL provides a consistently high-quality product to its customers, over 500,000 water quality tests are performed on water samples each year. For all abstractions, water quality monitoring ensures that any necessary corrective action can be taken as and when required.

The water treatment strategy is to gradually improve both the capacity and reliability of TWUL's major works.

Water distribution

TWUL distributes treated water through its c.32,000 km of trunk and distribution mains. The focus is on maintaining a network to ensure it is fully compliant with all drinking water standards and maintaining a network that can deliver this water to customers 365 days a year without compromising on water quality.

In 1994, TWUL opened an underground tunnel which acts as a "ring of water" enabling water to flow around London (the "**Ring Main**"). The Ring Main has a capacity of 1.3 billion litres and transfers water from five connected treatment works to customers in London. During 2010, TWUL completed an extension

programme which allows the Ring Main to supply customers over a wider area and in doing so provides a greater distribution network for its customers.

The water distribution strategy is to utilise latest technology to monitor and manage the performance of TWUL's system and reduce leakage. In 2016/17, TWUL missed its leakage target for the first time in eleven years and the target was missed again in each of the following two years. As a result, TWUL incurred an ODI penalty of £56.8 million. To address the missed leakage target, TWUL committed to a recovery plan aimed at bringing TWUL's leakage performance back on track with its leakage targets by the end of the regulatory period in 2019/20. The recovery plan was successful and TWUL met its leakage targets in both 2019/20 and 2020/21. The 2020/21 leakage level of 635.6 Ml/d (rolling 3-year average) is lower than the target level of 644.3 Ml/d (rolling 3-year average). On 14 June 2017, Ofwat announced that it had opened an investigation to consider whether TWUL had contravened any of its statutory obligations and therefore whether to take any enforcement action over and above the automatic ODI penalty. TWUL responded to all Ofwat's information requests during the period of the investigation. On 7 June 2018, Ofwat published its 'Notice of Ofwat's proposal to impose a penalty on Thames Water Utilities Limited' ("**Notice**"). This Notice sets out the key findings of their investigation, particularly with regards to shortcomings in overall governance and compliance with statutory obligations. Additionally, the Notice sets out undertakings TWUL has committed to in future periods, including the return of £120 million to customers.

Following a meeting with Ofwat in December 2020 TWUL has received confirmation from Ofwat that many of the Section 19 undertakings related to leakage have been completed and are now considered closed. This includes the financial adjustments and bill rebates. TWUL will continue to provide an update to Ofwat on a six-monthly basis on undertakings related to customer engagement, operational oversight and condition P of its licence.

Wastewater collection

The collection of wastewater involves a network of over 109,000 km of sewers and over 5,100 sewage pumping stations. The number of sewage pumping stations is expected to increase throughout the remainder of the AMP with the adoption of eligible private sewage pumping stations, as further outlined below. The wastewater collection strategy is to maintain a fully integrated approach to running the sewer system, including reducing the input of rainfall into the system, to reduce the volume of water in the network. (See the section entitled "*Sewerage Asset Health*" in Chapter 2 "*Risk Factors*" for further details on TWUL's sewerage system).

AMP6 has seen TWUL begin to adopt eligible private sewage pumping stations, as required by the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. This continues in AMP7 and as at 31 March 2021, TWUL has adopted 2,736 private sewage pumping stations, with additional capital expenditure of around £44 million and operating expenditure of around £7 million.

Wastewater treatment

Wastewater is treated at 354 sewage treatment works, which are monitored to ensure that the treatment works comply with regulatory standards, through effective operation, risk assessments and focused investment. During the 2020 calendar year, TWUL achieved a reduction of 18 per cent. in the number of 'Total Pollution Incidents', compared to 2016. Despite a 10 per cent. reduction in the number of pollution incidents compared to 2019 TWUL did not meet the stretching target, incurring a regulatory penalty of £2.7 million. The reduction is a result of increased investment and improvements to monitoring and site operations. TWUL's treatment works discharge compliance for the calendar year 2020 was 99.74 per cent. compared to 99.71 per cent. in 2019. During 2020/21 TWUL's performance for internal flooding incidents did not meet the target, resulting in a regulatory penalty of £10.6 million.

Disposal of bioresources

The production, treatment and recycling, reuse or disposal of sewage bioresources is controlled by comprehensive legislation. Treated bioresources is recycled to agricultural land as a biological fertiliser. Untreated bioresources is used in land restoration projects as a bulk soil improver to help restore industrial land for future regeneration. Incineration ash is, where possible, recycled to industrial applications such as cement replacement. Otherwise, it is disposed of as an inert landfill product. Bioresources is a separate price control as of AMP7.

Retail

Description

Retail is principally responsible for customer facing activities, including billing, payments, debt management, meter readings, customer queries, correspondence, complaints handling, and everyday water efficiency advice in relation to household customers.

Through Wholesale Market Services, Retail also has responsibility for the billing, payments, debt management, correspondence and complaints handling for retailers operating in the non-household retail market. The Retail function bears the risk of bad debt from both household customers and retailers.

Additionally, Retail's further responsibilities include the roll-out of the smart metering programme and servicing the developer market. Activities conducted include the provision of new water mains and sewers in consequence of new development activity taking place within the region, alongside invoicing for work in accordance with the Charging Arrangements document. This also includes co-ordinating with, and the adoption of, any pipework laid by external Self-Lay Providers.

As the primary customer-facing function of Thames Water, Retail seeks to deliver high quality products and proactively resolve customer issues, providing a service that is personal, affordable, valued and right first time.

Household customers

TWUL provides around 3.6 million households with water and wastewater services and bills these domestic customers directly. A further 2.0 million households receive wastewater services from TWUL, with these domestic end users billed on TWUL's behalf by the relevant water supply company. These water supply companies are responsible for collecting payment from such domestic end users. TWUL recovers the charges for providing such wastewater only services from the water supply companies once they have collected payment from their respective domestic customers.

Non-household business

The gross revenue from TWUL's non-household business in the year to 31 March 2021 was £300.6 million, out of a total gross underlying revenue of £2,082.5 million. The company provides water and wastewater services to non-household end users, however following the opening of the non-household retail market on 1 April 2017, TWUL's interaction is now with retailers operating within the market, as opposed to the end users who are customers of the retailers. Hence any bad debt associated with the non-household business relates to failure of a retailer rather than recoverability of non-household end users.

Retailers are mainly responsible for billing and collecting revenue from their non-household customers. Wholesalers such as TWUL receives payment for the provision of water and wastewater services to the end user via charges billed to retailers. Given the timing of when invoices are issued and when payment is received from its retailers, TWUL is typically owed around two months of revenue by the majority of the retailers it bills.

TWUL formally exited the retail non-household market on 1 April 2017 when it sold its non-household retail business to Castle Water. Castle Water is currently one of the largest independent business water suppliers in the UK. As at the start of September 2021, it has the first highest number of national water and waste tradable supply points at around 503,000, according to MOSL. On 1 April 2020 Castle Water merged with Affinity for Business (Retail) Limited, which provides water services to around 50,000 business customers throughout the UK. Typically Castle Water contributes around 11% of TWUL's total annual revenues and provides collateral to TWUL equivalent to around 30 to 40 days of non-household wholesale charges, which materially mitigates the bad debt risk of non-payment by Castle.

Customer service

Customer Service is a key focus for TWUL. It is closely assessed and monitored by Ofwat and the level of customer service provided by the water industry during AMP6 was measured by SIM. Ofwat has developed a new measure for AMP7 C-MeX. C-MeX (customer measure of experience), is Ofwat's new incentive, which is designed to improve the customer experience of residential customers in England and Wales.

Ofwat has also introduced a developer services measure of experience (D-MeX) to improve the customer experience of developer services customers in England and Wales. This measure is a combination of a survey-based measure of customer feedback alongside a quantitative component measuring compliance against a set of service metrics. Effective from 1 October 2020 the scope was increased to include new metrics relating to services provided to NAVs and the adoption of sewerage assets.

Each incentive mechanism is designed to:

- Encourage companies to improve customer experiences and innovate;
- Be simple and meaningful for companies and customers;
- Be proportionate;
- Be practical to implement; and
- Measure performance across companies consistently, reliably and fairly.

During AMP6, TWUL's SIM reward or penalty was based on comparative industry performance for the four-year aggregate period of 2015/16 to 2018/19. It was calculated using a weighted sum of a qualitative score (75 per cent.) and a quantitative score (25 per cent.). SIM was only applicable to household customers but included a measure of service delivery across the wholesale and retail businesses. These scores were calculated based on the following:

- Qualitative (Customer survey - Quarterly). 800 surveys in total were conducted by Ofwat on an annual basis over four separate weeks (one per quarter). No notice was given. The survey was based on a random sample from all customer contacts received in a specified period; contacts may be by telephone, written, by e-mail, web-based or by visit. The survey of 21 questions with the score based on the responses to the specific question "Taking everything into account, how satisfied are you with the handling of this matter by TWUL?" A score of 1-5 will be given (with a score of "1" being very dissatisfied and a score of "5" being very satisfied).
- Quantitative (Unwanted contact measures - Annual). Included four components:
 1. Unwanted calls (*All inbound calls relating to an unwanted topic*)
 2. Written complaints (*All written complaints*)
 3. Second stage complaints (*All second stage complaints*)

4. CC Water accepted for investigation (*All complaints accepted for investigation*)

Based on TWUL's SIM performance for the four-year aggregate period of 2015/16 to 2018/19, Ofwat has calculated the SIM penalty to be £102.8 million (2017/18 CPIH prices). This penalty is incorporated within Ofwat's 2019 Final Determination of allowed revenues for the 1 April 2020 to 31 March 2025 period.

As per Ofwat direction the SIM and shadow C-MeX performance in 19/20 was not used to define penalties hence no future impact on tariffs or revenue.

C-MeX is a mechanism from Ofwat designed to incentivise excellent levels of service for residential customers in the water sector. Following the 2019-20 shadow year, C-MeX was operational and annual financial incentives were in place for AMP 7 which covers the period from 1st April 2020 to 31st March 2025.

C-MeX is a common performance commitment across the Water sector. Each company receives a C- MeX score based on the results from two surveys:

1. Customer Service Survey – a survey of customers who have contacted the company which asks them how satisfied they are with how the company has handled their issue; and
2. Customer Experience survey – a customer satisfaction survey of a randomly selected sample of a company's overall residential customer base which asks them how satisfied they are with their company.

Both survey scores contribute equally to the overall C-MeX score for each company. Each company is given a score out of 100 and ranked compared to others in the sector. The company that is at the bottom of the league table receives a penalty of 12% of their Residential Retail Revenue, the company that is 9th /median receives neither reward nor penalty and the company that is top receives a reward of 6% of their Residential Retail Revenue. Companies ranking 2nd -8th get a reward on a sliding scale based on proximity to the top-ranking company. Companies ranking 10th -16th get a penalty on a sliding scale based on proximity to the median scoring company and distance from the bottom scoring company.

In 20/21, Thames Water received the maximum penalty for C-MeX performance of 12% of Residential Retail Revenues which equated to £16.75 million. The impact on Thames Water's 22/23 allowed revenues was impacted by £21.5 million subject to November 2021 inflation published in December.

Customer charges

The charges to household customers for water supply and sewerage services are billed by TWUL's retail business (charges to non-household customers are billed by the wholesale business to non-household retailers, who in turn bill the end customer). The element of the charge allowed for the retail business is calculated separately based on the average costs of providing each service for each class of customer.

Customers with unmetered supplies are billed primarily in advance on an annual basis, with payment being by annual, semi-annual or monthly instalments. Customers are offered a variety of different payment methods and options including weekly payments, direct debit and pay points. Separate charges are made for water supply and sewerage services, and the average combined water supply and sewerage services bill for both metered and unmetered household customers during the 2020/21 billing period was £405. The average combined bill for 2021/22 is £418 (Source: Water UK).

Ofwat's final determination for AMP7 for Thames Water gives customers a 7 per cent. cut in tariffs (real terms 2017/18 prices)

	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
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Final Determination	£389	£366	£371	£369	£365	£361
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Affordability and supporting vulnerable customers who regularly have difficulties in paying their bills is of great importance for Retail household, and AMP7 includes a common Performance Commitment “Priority services for customers in vulnerable circumstances” and two Bespoke Performance Commitments “Households on the Thames Water social tariff” and “Percentage of satisfied vulnerable customers”, which focus on this area of importance.

Note that Ofwat has profiled bills to broadly remain flat over the AMP, except for 2021-22, where the application of the leakage rebate will result in a reduction to the otherwise flat bill profile. The rebate was secured for customers as a result of the section 19 undertaking, as accepted in late 2019 following Thames Water’s under performance on leakage and security of supply.

In 2022-23 Thames Water will take a revenue penalty (£1.2m) in respect of exceeding tolerance levels of under-recovery of revenue in the 2020-21 charging year. The penalty will be spread across the water network, wastewater networks and TTT price controls, thus being spread across the household and wholesale population served by Thames Water. This is in addition to the CMEX penalty mentioned above.

Metering customers

Thames Water’s water supply area was designated as being in an area of serious water stress and, in 2012 legal powers were granted to Thames Water to compulsory meter properties across their area by the Secretary of State. In the Water Resources Management Plan 2014 (WRMP14), this led to the Progressive Metering Programme (PMP) being initiated. In their latest Water Resources Management Plan 2019 (WRMP19), Thames Water have forecast that the domestic metering programme will be complete in London by 2030 and Thames Valley by 2035.

TWUL has applied metered charges on all new properties and is also entitled to place such charges on household customers who have certain categories of non-essential water use (for example, customers having a swimming pool or a garden irrigation system). In addition, all retail household customers can opt to have a meter fitted, where practicable, without incurring a charge.

Separate charges can be made for trade effluent, bulk supplies of water and one-off services.

Bad debt

Under the Water Industry Act (WIA), regulated water and wastewater companies are prohibited from disconnecting household customers from their water supply for failure to pay bills. TWUL uses a dedicated billing call centre and contacts customers who are in arrears to arrange payment plans wherever possible. In accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and international financial reporting standards adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union, TWUL’s total bad debt charge as a percentage of total revenue was 4.1 per cent. for 2020/21, up from 3.4 per cent. for 2019/20.

The level of bad debt provision recognised by TWUL is based on a management judgement of the impact of the level of historic and current cash collections, the effect of cancelling billings on expected debt recovery (for example, where the property occupier has moved without informing TWUL or where TWUL was unable to invoice for a period of time when the property was unoccupied) and the levels of debt due to be collected on TWUL’s behalf (for debtors in relation to TWUL’s water business only). This judgement as at 31 March 2021 for the 2020/21 period was reviewed by both TWUL’s Audit, Risk & Reporting Committee

and TWUL's external auditors, PwC. It is included in this Prospectus to allow potential Bondholders to better assess TWUL's performance and business.

Bad debt is a significant cost for TWUL and the largest single cost for its retail business. It is an area of major focus for TWUL which is implementing a transformation programme leveraging new investment in call centre technology to develop improvements in frontline skills, credit analysis capabilities and customer focused process improvements. With these changes TWUL is reducing the level of bad debt relative to revenue in AMP7 and AMP8.

Systems

As part of its commitment to customer service, AMP6 Retail implemented a new Customer Relationship Management & Billing system for its household customers. Further investment is being undertaken to deliver a new call centre technology and develop further self-serve capabilities for online customers. This is anticipated to deliver improvements across the retail household business including improved customer service and debt management.

AMP7 Key Committed Performance Levels and Financial ODIs

The following committed performance levels ("CPL") provide a snapshot of performance during 2020/21. Under TWUL's internal assessment measures, each CPL is rated Green, Amber or Red (as defined below):

- Green – performance on or above the committed performance level;
- Amber - performance within the range allowed without a penalty (the 'dead band') or, if reputational within 5 per cent. of TWUL's committed performance level, or by exception, where management are confident of a year-end position that will meet the criteria; and
- Red - performance in penalty or more than 5 per cent. adverse to TWUL's committed performance level.

A summary of the key CPL is given in the following table. Where they have not been met, or where performance improvements are being focused, reference to further detail in the Annual Performance Report 2020/21 has been included.

The financial incentives by performance commitment for AMP7 are also set out in the table below, under the column "*2020/21 Outperformance or Underperformance payment (£m)*".

Performance commitment	2020/21 performance level - actual	2021/22 performance level – actual	2022/23 performance level - actual	2023/24 performance level - actual	2024/25 performance level - actual	2020/21 CPL met?	Details where 2020/21 CPL has not been met / performance improvements being focused	2020/21 Outperformance or Underperformance payment (£m)	Forecast of total 2020-25 outperformance or underperformance payment (£m)
BW06a Water Quality Compliance (CRI)	2.42					No	See p.27 of the Annual Performance Report 2020/21	(0.898)	(0.898)
BW03 Water Supply Interruptions	00:13:39					No	See p.25 of the Annual Performance Report 2020/21	(10.122)	(51.487)
BW04 Leakage	5.4					Yes	-	2.671	11.666
BW05 Per Capita Consumption	(1.5)					No	See p.21 of the Annual Performance Report 2020/21	(2.645)	(33.965)
BW01 Mains Repairs	269.6					No	See p.24 of the Annual Performance Report 2020/21	(1.058)	1.358
BW02 Unplanned Outage	1.76					Yes	-	0.000	0.000
BW07 Properties at risk of receiving low pressure	15					Yes	-	0.000	0.000
BW08 Acceptability of water to consumers	0.54					Yes	-	0.000	0.000
BW09 Water quality events	5					Yes	-	0.000	0.000
BW10 Reducing risk of lead	10,919					Yes	-	0.015	2.127
DW02 Security of supply index SoSI	100					Yes	-	0.000	0.000
DWS01 Power resilience	2					No	See p.33 of the Annual Performance Report 2020/21	0.000	(1.186)

Performance commitment	2020/21 performance level - actual	2021/22 performance level – actual	2022/23 performance level - actual	2023/24 performance level - actual	2024/25 performance level - actual	2020/21 CPL met?	Details where 2020/21 CPL has not been met / performance improvements being focused	2020/21 Outperformance or Underperformance payment (£m)	Forecast of total 2020-25 outperformance or underperformance payment (£m)
DWS02 SEMD – Securing sites (2020-25 projects)	0.0					Yes	-	0.000	0.000
DWS03 SEMD – Securing sites (legacy projects)	34.5					Yes	-	0.000	0.000
ER01 Unregistered Household Properties	Process not complete					No	See p.21 of the Annual Performance Report 2020/21	(0.211)	(0.211)
ER02 Empty household properties	3.70					No	See p.21 of the Annual Performance Report 2020/21	(0.308)	(0.308)
EW01 Abstraction Incentive Mechanism (AIM)	(31.8)					Yes	-	0.000	0.000
EWS08 Empty business properties	5,690					Yes	-	0.549	1.921
M01 Installing new smart meters in London	53,129					No	See p.29 of the Annual Performance Report 2020/21	0.000	0.000
M02 Replacing existing meters with smart meters in London	20,740					No	See p.29 of the Annual Performance Report 2020/21	0.000	0.000
CS03 - Internal sewer flooding	2.31					No	See p.30 of the Annual Performance Report 2020/21	(10.560)	(9.387)
ES01 Pollution incidents	26.67					No	See p.32 of the Annual Performance Report 2020/21	(2.739)	(2.739)
CS02 Sewer collapses	3.96					Yes	-	0.030	0.030

Performance commitment	2020/21 performance level - actual	2021/22 performance level – actual	2022/23 performance level - actual	2023/24 performance level - actual	2024/25 performance level - actual	2020/21 CPL met?	Details where 2020/21 CPL has not been met / performance improvements being focused	2020/21 Outperformance or Underperformance payment (£m)	Forecast of total 2020-25 outperformance or underperformance payment (£m)
CS01 Treatment works compliance	99.74					No	See p.29 of the Annual Performance Report 2020/21	0.000	0.000
CS04 Clearance of blockages	76,223					No	See p.30 of the Annual Performance Report 2020/21	(5.223)	8.783
CS05 Sewage pumping station availability	98.2					Yes	-	0.000	0.000
DS02 Surface water management	0.00					No	See p.31 of the Annual Performance Report 2020/21	0.000	0.000
ES02 Environmental measures delivered	182					Yes	-	0.000	0.000
ES03 Sludge treated before disposal	99.6					Yes	-	0.000	0.000
ET01 Readiness to receive tunnel flow at Beckton STW	N/A					N/A	See p.39 of the Annual Performance Report 2020/21	0.000	0.000
ET04 Critical asset readiness for the London Tideway Tunnels	N/A					N/A	See p.39 of the Annual Performance Report 2020/21	0.000	0.000
EWS01 Enhancing biodiversity	97					No	See p.35 of the Annual Performance Report 2020/21	0.000	0.000
EWS02 Smarter Water Catchment Initiatives	0					Yes	-	0.000	0.000
EWS03 Renewable energy produced	476					No	See p.36 of the Annual Performance Report 2020/21	(1.370)	4.836

Performance commitment	2020/21 performance level - actual	2021/22 performance level – actual	2022/23 performance level - actual	2023/24 performance level - actual	2024/25 performance level - actual	2020/21 CPL met?	Details where 2020/21 CPL has not been met / performance improvements being focused	2020/21 Outperformance or Underperformance payment (£m)	Forecast of total 2020-25 outperformance or underperformance payment (£m)
ET07 Managing early handback of Tideway project land	3					Yes	-	0.000	5.480
AR01 Annual C–MeX score	72.91					N/A	See p.18 of the Annual Performance Report 2020/21	(16.752)	(66.567)
AWS01 D-MeX score	77.56					N/A	See p.20 of the Annual Performance Report 2020/21	(1.85)	(7.820)
DW01 Risk of severe restrictions in a drought	88.5					No	See p.28 of the Annual Performance Report 2020/21	-	-
AR06 Priority services for customers in vulnerable circumstances	3.5/56.8/18.3					Yes	-	-	-
DS01 Risk of sewer flooding in a storm	10.25					Yes	-	-	-
AR05 Percentage of satisfied vulnerable customers	85					No	See p.19 of the Annual Performance Report 2020/21	-	-
AWS02 Proactive customer engagement	37,095					No	See p.20 of the Annual Performance Report 2020/21	-	-
BW11 Responding to major trunk mains bursts	00:05:15					No	See p.28 of the Annual Performance Report 2020/21	-	-
ER03 Households on the Thames Water social tariff	210,731					Yes	-	-	-

Performance commitment	2020/21 performance level - actual	2021/22 performance level – actual	2022/23 performance level - actual	2023/24 performance level - actual	2024/25 performance level - actual	2020/21 CPL met?	Details where 2020/21 CPL has not been met / performance improvements being focused	2020/21 Outperformance or Underperformance payment (£m)	Forecast of total 2020-25 outperformance or underperformance payment (£m)
ET02 Effective stakeholder engagement	5.1					Yes	-	-	-
ET05 Establish an effective system operator for the London Tideway Tunnels	19					Yes	-	-	-
ET06 Maximising the value of Tideway project land sales	0.0					Yes	-	-	-
EWS04 Natural Capital Accounting	100					Yes	-	-	-
AR07 BSI for fair, flexible inclusive services	Achieved					Yes	-	-	-
NEP01 WINEP Delivery	Not met					No	See p.36 of the Annual Performance Report 2020/21	-	-
DWMP Delivery of DWMPs	0					Yes	-	-	-
CC Understanding the risk of flooding in the Counters Creek catchment	N/A					N/A	See p.40 of the Annual Performance Report 2020/21	-	-

Discharges of untreated sewage into the tidal River Thames – London Tideway improvements

Discharges of untreated sewage into the tidal River Thames currently occur from the Beckton and Crossness (amongst others) sewerage catchments through combined sewer overflows (“CSOs”) built into London’s sewerage system. These discharges occur because of the lack of capacity in London’s existing sewer network, which takes both foul sewage flows and surface run off due to rainfall.

In 2005, the independently chaired Thames Tideway Strategic Study, which included technical teams from TWUL, the Environment Agency (the “EA”), Defra and the Greater London Authority recommended three integrated solutions to solve the problem of London’s overloaded sewers:

- (i) Sewage Treatment Upgrade Works at Mogden, Beckton, Crossness, Long Reach and Riverside that discharge treated flows into the tidal River Thames (“**Sewage Treatment Upgrades**”);
- (ii) the Lee Tunnel; and
- (iii) the TTT Project – the most significant part of the overall scheme.

Collectively, these works are known as the “London Tideway Improvements”.

TWUL has completed the Sewage Treatment Upgrades and the Lee Tunnel which was commissioned in January 2016. Following these improvements, the combined sewerage discharges into the River Thames are estimated to reduce to about 18 million cubic metres. It is these remaining discharges which the TTT Project is designed to address.

The EA has confirmed in a letter to TWUL dated 4 July 2012 that, if implemented in full, the TTT Project “*will control CSOs to a level that is compliant with the Thames Tideway Strategic Study (published in 2005) and in so doing limit pollution from CSOs and thereby meet the requirements of that part of the UWWTD*”.

The EA has further confirmed in a report dated October 2013 that, if and to the extent the TTT Project performs as modelled and with “*output from the compliance test procedure showing that up to 4 spills from CSOs per year take place with the tunnel option*”, the TTT Project will be “*deemed to satisfy the requirements of the UWWTD (to collect spills under normal conditions)*”.¹

The Thames Tideway Tunnel

The Thames Tideway Tunnel, or TTT Project, is the construction of a tunnel which will broadly follow the path of the River Thames to intercept the most polluting CSOs as identified by the Environment Agency. The TTT Project presents a considerable engineering and construction challenge due to its length, depth and route under the city of London.

Overview of the TTT Project delivery model

Given the size and scale of the TTT Project and its importance to UK infrastructure, TWUL developed, together with Defra, Ofwat and Infrastructure UK within Her Majesty’s Treasury, a delivery model for the TTT Project under which it is delivered by an independent infrastructure provider designated pursuant to the SIP Regulations (as described further below).

¹ p.10, *An assessment of evidence on Sustainable Drainage Systems and the Thames Tideway Standards. A report by the Environment Agency for the Department for Environment, Food and Rural Affairs*. Final October 2013.

The SIP Regulations set out a new regulatory framework which allows the Secretary of State or Ofwat to specify a particular project for delivery by an infrastructure provider if that project satisfies the criteria set out in SIP Regulations as to size and complexity and value for money.

The SIP Regulations are being used to deliver the TTT Project in a way which will ensure that the TTT Project is designed, constructed, operated, financed and maintained by a separate infrastructure provider which is a standalone utility and entirely separated from TWUL, meaning that TWUL is insulated from the majority of the risks (for example, construction risk) in respect of the TTT Project (see also Chapter 2 “*Risk Factors*” under the sub-heading “*Residual Risks arising from the Thames Tideway Tunnel*”).

Once the Secretary of State specified the TTT Project as a ‘specified infrastructure project’ on 4 June 2014, TWUL was precluded from carrying out the TTT Project other than in respect of certain preparatory works, as described below.

Following a public procurement process run by TWUL in 2015, an IP Designation Notice was issued by Ofwat on 13 August 2015, designating Bazalgette Tunnel Limited (“**BTL**”) as the infrastructure provider.

TWUL’s Instrument of Appointment has been amended such that it has the ability and obligation to collect additional revenues from customers (as part of its normal billing cycle) which it passes to BTL. TWUL is only required under the Revenue Agreement (as further described below) to pass such revenues to BTL on a “pay when paid” basis i.e., TWUL is only required to pass to BTL the relevant proportion of its revenues (commensurate with the proportion of the IP Charges to TWUL’s total wastewater charges) when it has collected them.

BTL is contractually obliged to ensure that the Thames Tideway Tunnel connects correctly to, and integrates with, TWUL’s existing sewer network.

Implementation of the TTT Project within the legal and regulatory regime

SIP Regulations

The SIP Regulations, which form the legislative basis for the TTT Project, were made on 27 June 2013 under Part 2A of the WIA and came into force on 28 June 2013. Regulation 4(1) of the SIP Regulations allows the Secretary of State or Ofwat to specify by notice an infrastructure project as a “specified infrastructure project”. The Secretary of State specified the TTT Project on 4 June 2014.

Ring-fencing

The SIP Regulations prohibit an incumbent undertaker from undertaking an infrastructure project which has been specified by the Secretary of State under Regulation 4(1) of the SIP Regulations (the effect being that the TTT Project is effectively ring-fenced from the risks associated with the design, construction and financing of the TTT Project in BTL). The prohibition is subject to an exception whereby the Secretary of State may, by notice, permit or require the incumbent undertaker to undertake preparatory works set out in a notice issued by the Secretary of State.

TWUL’s obligations

TWUL is the licensed water and sewerage undertaker for the London region pursuant to the WIA.

As set out above, as the incumbent undertaker TWUL is prohibited by the SIP Regulations from undertaking the TTT Project, except in respect of works it is permitted or required to undertake pursuant to the Preparatory Works Notice. Pursuant to the Preparatory Works Notice, TWUL has already or will undertake several key activities to give effect to the TTT Project and is actively engaged in completing these activities. These activities include:

- (a) procuring land and land rights necessary to implement the TTT Project;
- (b) procuring and financing enabling works (“**Enabling Works**”). These are enabling works which do not require the DCO to be granted. These works are funded by TWUL under its 2014 Final Determination and are predominantly utility diversions, power supply provision at main drive sites, surveys, site preparation and protection of some third-party infrastructure (e.g., TWUL Ring Main and Lee Raw Water Tunnel (for TWUL in its capacity as statutory undertaker) and are being delivered via contracts let by TWUL;
- (c) procuring and financing interface works (“**Interface Works**”). These are mainly interface works with the existing TWUL infrastructure which require the DCO to be granted. These works will be funded by TWUL under its 2014 Final Determination. The Interface Works predominantly interface with TWUL’s existing assets and are likely to be delivered via TWUL’s AMP6 Alliance arrangements. Interface Works with existing sewerage systems can be complex especially at pumping station sites. The Interface Works are and will be overseen by the TWUL major projects team;
- (d) collecting revenue from customers and paying the IP Charges to Bazalgette in accordance with the terms of the Revenue Agreement (as described in more detail in the section “*IP Charges: collection and payment*” below);
- (e) reporting to the Liaison Committee as required under the terms of the Liaison Agreement;
- (f) recognising its role in operating the TTT Project following construction and its responsibility for complying with the Environmental Permits, playing a role in the commissioning of the TTT Project to assess the ability of the TTT Project in meeting the Environmental Permits as part of TWUL’s ongoing obligations pursuant to section 94 of the WIA;
- (g) following completion of construction of the TTT Project, operating the overall system (i.e., the entire sewerage network), of which the TTT Project forms a part and ensuring compliance with the Environmental Permits; and
- (h) following completion of construction, maintaining the plant and equipment within the TTT Project and the Lee Tunnel in accordance with the terms of the O&M Agreement.

Role of Bazalgette Tunnel Limited

BTL is responsible for the design, construction and financing of the IP Works and the financing, operation and maintenance of the TTT Project civil structures (being the tunnels and shafts) but not the other TTT Project assets such as the penstocks, valves, pumps and other operational plant (for which TWUL retains operation and maintenance responsibility).

BTL is a special purpose vehicle set up for the purposes of delivering the TTT Project, and the TTT Project is its regulated business. BTL is a wholly separate legal entity, and TWUL has no direct or indirect corporate control over BTL’s activities, although there are contractual interfaces between BTL and TWUL. BTL has no recourse to TWUL other than in accordance with the contractual relationship between the two.

BTL is directly regulated by Ofwat pursuant to the SIP Regulations and the WIA and the terms of the IP Project Licence.

BTL’s relationship with TWUL is governed by both its licence (which was amended to enable the TTT Project) and contractual arrangements, described in further detail below.

IP Charges: collection and payment

Under the provisions of the SIP Regulations, BTL is entitled to fix the IP Charges for any services provided while carrying out its functions, demand and recover those charges from certain specified types of customers, including any undertaker which has an agreement with BTL for the supply of sewerage services or works or any undertaker which has the use of any infrastructure which BTL owns or operates. This would include TWUL.

These charges can be effected through either a charges scheme approved by Ofwat or by agreement with the persons to be charged.

For the purposes of this TTT Project, it has been agreed that BTL will charge by agreement and will do so by entering into the Revenue Agreement with TWUL pursuant to which:

- (a) BTL charges TWUL for the services it provides;
- (b) TWUL recovers those charges from wastewater customers (whether directly or through its arrangements with the WOCs); and
- (c) TWUL is liable to pay a proportion of the revenue collected from customers or the WOCs to BTL monthly. This amount will be the proportion which, in any year, the IP Charges bear to the sum of the IP Charges and the TWUL wastewater charges.

The IP Charges will be included in TWUL's customers' bills, but there will be no separate bills and there will be no separate itemisation of the IP Charges on customers' bills. Accordingly, each month, TWUL will pay to BTL its share of any invoices paid by TWUL wastewater customers in that month, adjusted where required by the Revenue Agreement, for example to add 2 per cent. interest for late payments by TWUL, to correct an overpayment by TWUL, or to set off amounts due and payable by BTL to TWUL under the asset protection agreement between BTL and TWUL. The Revenue Agreement sets out in detail the processes for calculation of BTL revenue payment, invoicing and payment. At the end of each month, TWUL prepares a draft monthly payment statement which sets out BTL revenue payment and meets with BTL to finalise that statement. BTL then issues TWUL an invoice for the amount set out in the statement, and TWUL is required to pay that invoice within 20 business days of receipt.

TWUL's Licence includes pass-through provisions which allow TWUL to recover the IP Charges from customers. TWUL may raise a sum equivalent to the IP Charges in addition to charges for its own services, and therefore any increase in the IP Charges payable by TWUL under the Revenue Agreement will result in an automatic and commensurate increase in the amount TWUL will be entitled to charge wastewater customers under its Licence. TWUL's Licence also excludes the revenue in respect of the IP Charges from TWUL's revenues for the purposes of determining the level of any fines or the materiality threshold in any interim determination or substantial adverse effect or substantial favourable effect application.

The TWUL / BTL relationship

TWUL's relationship with BTL is governed by the Interface Agreement during the works phase of the TTT project and the Operation and Maintenance Agreement from System Acceptance Date. TWUL and BTL also entered into an Alliance Agreement, that governs the way in which the relevant project parties do and will continue to work together and incentivise behaviours to promote the overall success (specifically cost and schedule) of the TTT Project, and an asset protection agreement under which each of TWUL and BTL indemnify the other for certain losses.

The Interface Agreement

Under the Interface Agreement TWUL grants BTL a construction licence over certain TWUL-owned land to enable BTL to conduct the IP Works. The Interface Agreement also sets out certain requirements (the

“Project Fixed Requirements”) which TWUL has developed and, for those requirements relevant to the EA, agreed in conjunction with the EA. The Project Fixed Requirements include: (i) the characteristics of the sewer network; (ii) sewage characteristics and design flows; (iii) which CSOs are to be controlled or influenced by the TTT Project; (iv) the catchment model; (v) the requirement for minimum storage volumes of the London Tideway Tunnels and the Thames Tideway Tunnel; (vi) the diameter, gradient and alignment of the tunnels forming the Thames Tideway Tunnel; (vii) the requirements of each of the Environmental Permits and the Operating Techniques for the Thames Tideway Tunnel; and (viii) the terms of the DCO. BTL is required to develop the designs in respect of the IP Works in accordance with and to ensure that the IP Works are consistent with the Project Fixed Requirements.

Although TWUL is responsible for ensuring compliance with the Environmental Permits and the Operating Techniques, under the terms of the Interface Agreement, BTL is obliged to support TWUL in so doing and to design and construct the IP Works and ensure integration with the TWUL Works so that these are capable of being satisfied.

Each of TWUL and BTL is responsible for commissioning the works it has constructed. Following successful commissioning of the TTT Project infrastructure, BTL will apply for a Handover certificate.

Once the TTT Project and the existing sewer network has been observed in the required range of climatic and operational scenarios and has been optimised in accordance with a System Acceptance Plan developed between TWUL and BTL, BTL may apply for a System Acceptance certificate.

Following the issue of the System Acceptance certificate, BTL will transfer to TWUL all permanent assets constructed by BTL other than the IP Owned Structures (which remain with BTL).

The Interface Agreement contains indemnities granted by each of TWUL and BTL in favour of the other, commensurate with the risk profile. These include indemnities for personal injury and loss of or damage to property owned by third parties, to the extent such injury or damage is caused by the default, negligence or breach of duty of a party or the performance or non-performance of its obligations under the Interface Agreement. Indemnities in respect of environmental or nuisance claims of third parties to the extent caused by or contributed to by the default, negligence, breach of duty of BTL or TWUL or the performance or non-performance of BTL or TWUL’s obligations under the Interface Agreement are also provided. All such indemnities are backed by the insurances set out below subject to deductibles, limits and exclusions.

Operation and Maintenance – the O&M Agreement

Pursuant to the O&M Agreement, BTL will operate and maintain the IP Owned Structures (primarily comprising the civil structures of the TTT Project, being the tunnels and shafts) in such manner as to keep them free from sediment and allow flows to pass along the tunnel up to the connection with the Lee Tunnel whilst maintaining the total storage volume in the tunnel and shafts.

The principal maintenance activity undertaken by BTL will be the inspection of the TTT Project (anticipated to be on a 10-year cycle).

TWUL will assume responsibility for operating and maintaining all TTT Project assets other than those operated and maintained by BTL (including penstocks, flap-valve and interception chambers, air management systems, MEICA and SCADA) as part of its ongoing responsibilities to operate and maintain the sewer network. TWUL will also undertake the operation of the overall London Tideway Improvements (including inlet gates and pumping stations etc.) and ensure compliance with the Environmental Permits and Operating Techniques. BTL will support TWUL in complying with the Environmental Permits and Operating Techniques.

Under the O&M Agreement, BTL grants TWUL an irrevocable right to use the IP Owned Structures.

The O&M Agreement contains indemnities granted by each of TWUL and BTL in favour of the other on substantially similar terms as those described above with respect to the Interface Agreement.

The Alliance Agreement

The Alliance Agreement was entered into by TWUL, BTL and each of the contractors for the eastern main works section, the central main works section, the western main works section and SCADA and sets out the basis on which the parties co-ordinate work schedules to perform, and manage the interfaces between, their respective activities in accordance with the TTT Project master programme.

The Alliance Agreement also provides a mechanism for the parties to manage the cost and schedule risks involved in performing the IP Works and TWUL Works, through three discrete levels of performance assessment which result in pain/gain sharing. One of these levels includes TWUL and is assessed on: (i) achieving specified key project milestones throughout the construction, commissioning and operating period; and (ii) a cost incentive assessed on meeting budget and timely delivery of the TTT Project, which will be payable to all parties and linked to the total costs of the TTT Project (on a P50 basis).

The Alliance Agreement was amended on 13 June 2016. Under the terms of the amendment, the level of downside exposure to TWUL under the agreement was reduced in return for an incentive payment for meeting an accelerated construction programme (known as the Strategic Target Schedule (“STS”)). Moreover, TWUL’s maximum gain is capped at £24.65 million and its maximum downside (which may only be funded by set-off against any upside) is capped at £5.25 million.

TWUL is also subject to ODIs in respect of delays in delivery of sites where TWUL Works are to be carried out and handed over to BTL. Any potential penalties which arise will be calculated annually and applied to the total five-year position in 2015-20. The delay penalty will apply to any site which is handed over in a later financial year to that in which it was committed to in the Baseline Project Master Programme agreed at the end of the OCI Period (each as defined in the Alliance Agreement). The granting of access to BTL and the acknowledgement of acceptance will be confirmed through both parties signing and dating an agreed certificate.

Ofwat specified in its 2014 Final Determination that any site-specific penalties for delays incurred by TWUL in the period 2015-16 to 2019-20 in relation to the Alliance Agreement may be netted off against the penalty incurred through the performance commitment, subject to sufficient regulatory oversight.

TWUL/BTL asset protection agreement

TWUL is also the beneficiary of an asset protection agreement from BTL, in which BTL agrees to indemnify TWUL for damage to its existing assets caused by BTL and the IP Works subject to a cap of £500,000,000 in respect of each occurrence or series of occurrences arising out of one event in respect of the cost of repair and replacement of damage to TWUL assets. There is an exception in respect of any financial losses suffered by TWUL or a third party as a result of damage to existing TWUL assets while in the care, custody and control of BTL, such that BTL’s indemnity obligations apply only insofar as the loss is recoverable under BTL’s insurances or pursuant to the Government support package.

Cremorne Wharf Agreement

At the time of the Variation process, the Counters Creek flood alleviation scheme in West London was still under development and subject to planning. TWUL’s review of the scheme was still ongoing, and no conclusions as regards the future strategic sewer had been reached at that point. TWUL’s preferred solution would involve works to be carried out at the TTT Cremorne Wharf Depot site adjacent to BTL’s works and would involve a direct connection into the TTT system. To allow for this, TWUL agreed an additional TTT Project document (the “**Cremorne Wharf Agreement**”) which provides for TWUL to fund changes to the

TTT works required to facilitate the integration of the two projects, puts the works on a similar contractual footing to TWUL's other TTT-related works, addresses design coordination and access arrangements, and puts reciprocal asset protection arrangements in place.

TWUL's view at that time was that a decision needed to be made so as not to delay the TTT programme and that the risk that the site could be lost as a result of the lack of space on the site meant that it was better to agree to the Variation to "future proof" the site.

While TWUL no longer needs to develop the strategic sewer, they are committed to fulfilling the requirements of the Cremorne Wharf Agreement. TWUL's current view is that customers will remain protected by the current proposals for at least 15-20 years. However, uncertainties in climate change predictions, or the uptake of SuDS and source separation in the area, driven by the Boroughs' planning policies, may mean that a further intervention in the area is required. Whilst TWUL does not expect this to be the same solution as proposed in PR14, i.e., additional combined sewer capacity, TWUL's view is that any major intervention, such as surface water separation, will require drainage and disposal to the river or TTT and that the Cremorne Wharf site would therefore likely feature in any future scheme.

TWUL's relationship with the Secretary of State

In addition to the contracts which TWUL entered into with BTL set out above, TWUL and BTL also entered into a liaison agreement with the Secretary of State.

The Liaison Agreement sets out the framework for the Liaison Committee; a forum through which stakeholders can engage on issues affecting the TTT Project. TWUL and BTL are required to report, at least quarterly, to the Liaison Committee on a wide variety of matters affecting the TTT Project, including, amongst other things, expenditure on the works; predicted cost overruns; any delays to timetable; and claims. Annexed to the Liaison Agreement are procedures for dispute resolution and variations.

The Liaison Agreement sets out the role of the independent technical adviser in scrutinising BTL's submissions to the Liaison Committee and stipulates the mechanism for dealing with any predicted cost overruns on the IP Works.

The Liaison Agreement also describes the obligations of TWUL, BTL and the Secretary of State in circumstances in which the TTT Project is discontinued, or the Project Specification Notice is revoked.

Overview of land arrangements

Both TWUL and BTL require interests in certain land to carry out their functions with respect to the TTT Project. All land associated with the TTT Project will be protected land within Condition K of TWUL's Licence or the IP Project Licence. This means that the land cannot be disposed of except with regulatory and statutory consents.

Land acquisition and disposal costs go to TWUL's RCV and are recovered from TWUL's customers on a "no pain/no gain" basis as provided for in TWUL's Licence.

Ofwat Consultation on Proposed Condition T Licence Modification

In October 2019, Ofwat informally consulted with TWUL in relation to a proposed amendment to TWUL's Licence Condition T relating to the TTT Project. Under that proposed amendment, for disposals of protected land originally acquired by TWUL for the purposes of the TTT project ("**Protected Land**"), Ofwat proposed that TWUL should share profits and losses arising on such disposals in the ratio of 80 per cent. (customers) and 20 per cent. (TWUL) as opposed to the current position where customers bear 100 per cent. of the profit or loss concerned. TWUL indicated to Ofwat in December 2019 that it was not agreeable to those changes.

A reputational incentive has now been included in TWUL's Final Determination for PR19, therefore this proposed licence change has not been revisited by Ofwat and is unlikely to be made.

Land Strategy

Prior to the IP Project Licence award, TWUL acquired most of the land required for the construction of the TTT Project.

During the construction phase in respect of the surface land where TWUL has a freehold or leasehold interest, TWUL will retain the freehold or leasehold interest of the titles and grant a construction licence to BTL under the Interface Agreement. Where any additional land included within the limits of land available for use under the DCO is required for either the works, TWUL will be able to exercise its temporary use powers under the DCO and BTL will have the benefit of the same temporary use powers under the DCO pursuant to the statutory transfer of powers to be granted at the IP Project Licence award. The exercise of DCO powers between TWUL and BTL will be regulated under the DCO protocol scheduled to the Interface Agreement. TWUL has been funded for compensation costs in relation to the exercise of temporary use powers by BTL under the DCO as well as any compensation costs in relation to its own exercise of the temporary use powers.

During construction in respect of the subsurface land, BTL will either occupy this land pursuant to the DCO powers transferred to it by TWUL on the IP Project Licence award or pursuant to private treaty arrangements entered into by TWUL.

To secure land for the operational phase pursuant to the compulsory purchase powers, it must be demonstrated that the land or land interest is required for the future operation of the TTT Project. In respect of the operational land, TWUL granted an Agreement for Lease at the IP Project Licence award, which provides for the requirement to grant a long-term lease to BTL once:

- (i) completion of the construction of the assets has occurred; and
- (ii) TWUL has the necessary interests vested in it using the vesting powers granted under the DCO.

The lease entered into is for a long period (999 years) and includes in the demised premises the protective sleeve around the TTT Project route along with the permanent rights over surface land required to access the IP Owned Structures.

Following construction completion, TWUL and BTL will identify excess land not required for operation and the exact land and the permanent rights required for operation. The excess land will be disposed of by TWUL in accordance with its land disposal strategy and TWUL will vest the land and permanent rights (identified under the process provided in the Agreement for Lease) pursuant to the vesting powers under the DCO (which cannot be transferred to BTL).

The DCO construction powers will have expired in September 2024 which will now be prior to the handover date. However, both TWUL and BTL will have the benefit of the maintenance powers under the DCO to the extent these are required.

BTL granted a licence to TWUL to enter upon the land, sub-soil and structures comprising the IP Owned Structures and the areas demised by the lease solely for the purposes of operating and maintaining the TWUL assets and carrying out its obligations under this O&M Agreement.

Third party liabilities

Asset protection agreements

TWUL entered into two asset protection agreements (“APAs”) with affected parties for the protection and preservation of existing third-party assets which are, or are likely to be, affected by the construction of the TTT Project.

Following IP Licence Award, TWUL now has only residual liability in respect of such APAs insofar as it relates to the TWUL Works.

Land compensation claims

Third parties whose interest in land is affected by the TTT Project may be entitled to compensation. Compensation will be available in respect of certain properties:

- (i) which are acquired (either all or in part) for TTT Project purposes;
- (ii) whose value is reduced due to the construction works, subsequent use of the TTT Project or interference with an owner’s right associated with the property;
- (iii) where mitigation works are deemed necessary to provide additional protection from construction works in close proximity; and
- (iv) whose owners suffer loss or damage other than diminution of property value due to the TTT Project e.g., disturbance due to noise, dust, subsidence or vibration which is beyond that normally expected for a major construction operation.

These costs will be borne by TWUL or BTL and are recoverable through the regulatory regime. TWUL included an estimate of the possible costs in its PR14 and PR19 applications. All properly incurred expenditure is expected to be reflected in either TWUL or BTL’s RCV.

Insurance

BTL and TWUL both obtained (or will obtain) their own insurance during the construction and operations phase of the TTT Project from commercial insurance providers. TWUL insures the early works, site preparation and the upgrades required to its existing sites. These insurances for BTL and TWUL are listed in schedules to the Interface Agreement and O&M Agreement.

TWUL is an indirect beneficiary of a Supplemental Compensation Agreement which sets out the basis on which the Secretary of State will support the TTT Project where the limits of indemnity under project insurances are insufficient in terms of quantum or one of the commercial insurances BTL is required to procure become commercially unavailable (except to the extent due to certain conduct or claims record). In the event of damage to TWUL assets caused by BTL, TWUL may claim under the asset protection agreement between TWUL and BTL, and BTL may meet such claims from its commercial insurances or, to the extent that the claims were beyond commercial insurances, from its rights under the Supplemental Compensation Agreement.

Impact on TWUL of BTL failure

In certain circumstances either BTL or the TTT Project could face difficulties and ultimately fail. This section of Part 4 sets out five possible scenarios where BTL or the TTT Project could fail:

- (i) special administration of BTL;
- (ii) discontinuation of the Government contingent financial support;
- (iii) revocation of the Project Specification Notice;

- (iv) revocation of the IP Designation Notice; or
- (v) revocation of the IP Project Licence.

In each case there are clear mechanisms for how TWUL is protected in such circumstances, which are set out below.

Special administration of BTL and impact on TWUL

The regulatory protections and the Government contingent financial support in place for BTL are intended to make special administration of BTL remote and/or mitigate the consequences of special administration for such entity. If BTL becomes insolvent for whatever reason or where Ofwat takes enforcement action for breach by BTL of a principal duty, in each case, BTL may become subject to a Special Administration Order.

If BTL enters into special administration, there are four potential exit options:

- (i) resolution exit where BTL exits as a going concern;
- (ii) a transfer exit where the ownership of BTL is transferred to new equity providers by way of a share sale or a transfer of BTL assets to a new entity which would then be designated as BTL and awarded an IP Project Licence;
- (iii) the Secretary of State determines that the project is no longer economically or technically viable and pursuant to the Government contingent financial support discontinues the project by paying compensation to the equity participants and senior debt providers of BTL²; or
- (iv) the Secretary of State or Ofwat applies for a discharge of the special administration order.

If BTL is put into special administration, the form of exit will ultimately be determined by the special administrator appointed by the court and the Secretary of State and/or Ofwat, pursuant to the WIA as supplemented by the SIP Regulations.

Where there is a resolution exit, TWUL should not be affected if BTL continues and the TTT Project continues as a specified infrastructure project in accordance with the terms of the Project Specification Notice. In such scenario, TWUL will have comfort that there can be no amendments to its contracts or to the other TTT Project documents without its consent. Where there is a transfer exit through a share sale, the incoming shareholders should continue to be bound by all the contracts between BTL and TWUL and the TTT Project will continue as a specified infrastructure project in accordance with the terms of the Project Specification Notice. As above, TWUL will be protected because there can be no amendments made to its contracts or the other TTT Project documents without TWUL's consent.

Where there is a transfer exit and the assets of BTL are transferred to a new IP entity, it is assumed that all the obligations of BTL under the TTT Project documents will also be transferred to the new entity although the terms of any transfer arrangements will need to be approved by the Secretary of State.

Where BTL has been in special administration for more than 18 months, the Secretary of State can either:

- (i) make an offer to the special administrator to purchase the shares of BTL;
- (ii) choose to discontinue the Government support package; or
- (iii) make an offer to the stakeholders of BTL to purchase the shares of BTL.

² Discontinuation is not *per se* a means of existing special administration, however, discontinuation of the GSP triggers a right to terminate the IP Project Licence and termination of the project licence would presumably mean that the purpose of the special administration order no longer needs to be achieved.

Where the Secretary of State does make an offer to purchase the shares, any of the following outcomes is possible:

- (i) the Secretary of State could continue the TTT Project, acting as BTL until such time as the TTT Project is fully built out and then seek to exit by way of a sale of the shares to a third-party purchaser thereby recovering any additional costs incurred; or
- (ii) if the Secretary of State later determines that the TTT Project was no longer economically or technically viable and it could either:
 - (a) discontinue the Government support package (a “**Discontinuation**”);
 - (b) de-specify the TTT Project (a “**De-specification**”); or
 - (c) de-designate BTL (a “**De-designation**”).

Discontinuation scenarios and impact on TWUL

The Secretary of State and Ofwat has indicated in correspondence that there will be a presumption in favour of continuing the TTT Project to completion unless:

- (i) the TTT Project is no longer technically viable; or
- (ii) continuation of the TTT Project is economically unviable (for example, cost of a predicted overrun or an insurance event makes continuation of the TTT Project economically unviable).

The Secretary of State is entitled to issue a Discontinuation Notice in the following circumstances:

- (i) where the Liaison Committee has recommended a Discontinuation to the Secretary of State. All decisions of the Liaison Committee are required to be unanimous;
- (ii) where a Special Administration Order has been made in respect of BTL;
- (iii) BTL has made a claim under the Contingent Equity Support Agreement and rather than put in any or any more contingent equity, the Secretary of State chooses to discontinue the TTT Project; or
- (iv) BTL has made a claim or claims under the Supplemental Compensation Agreement exceeding an agreed threshold or the conditions for providing supplemental compensation protection in respect of unavailable insurance have been satisfied, albeit that the Secretary of State would be obliged to pay out a current claim.

The Secretary of State will be deemed to have issued a Discontinuation Notice if:

- (i) the Secretary of State fails to elect to either issue a Discontinuation Notice or provide contingent equity in accordance with the Contingent Equity Support Agreement;
- (ii) the Secretary of State fails to pay contingent equity when due in accordance with the Contingent Equity Support Agreement;
- (iii) there is a revocation by the Secretary of State of the Project Specification Notice or IP Designation Notice without a prior or concurrent revocation of the IP Project Licence; or
- (iv) the Secretary of State fails to make an election to either make an offer for the shares of BTL or issue a Discontinuation Notice in accordance with the Special Administration Offer Agreement.

Where the Secretary of State has issued a Discontinuation Notice in accordance with the Discontinuation Agreement:

- (i) the Secretary of State (or Ofwat) may, after such Discontinuation having been effected, revoke the IP Designation Notice and the Project Specification Notice in accordance with the SIP Regulations, subject to reasons and consultation with TWUL; and
- (ii) the other TTT Project documents will terminate in accordance with their terms.

Revocation of the Project Specification Notice and impact on TWUL

It should be noted that neither the Secretary of State nor Ofwat is entitled to revoke the Project Specification Notice pursuant to Regulation 4(7) unless one or both conditions in Regulation 4(3) cease to be satisfied. Those conditions include that the Secretary of State or Ofwat is of the opinion that:

- (i) the infrastructure project is of a size or complexity that threatens the incumbent undertaker's ability to provide services for its customers; or
- (ii) specifying the infrastructure project is likely to result in better value for money than would be the case if the infrastructure project was not specified, including taking into account the charging regime and the powers of the Secretary of State under section 154B of the WIA (i.e., the power to provide financial assistance).

In effect, to de-specify the TTT Project by revoking the Project Specification Notice, the Secretary of State or Ofwat would have to be of the opinion that either the remaining parts of the uncompleted project following revocation would not affect core services or that it would be better value for TWUL to carry out or complete those remaining parts of the TTT Project.

In drafting its reasons for revoking the Project Specification Notice, the Secretary of State would have to take into account the fact that there is a subsisting project licence in respect of the TTT Project with BTL. The Secretary of State would also have to consult TWUL and publish draft reasons for revocation. If TWUL did not agree that the Project Specification Notice should be revoked, it would have the right to bring an action for a judicial review, if the Secretary of State was acting beyond his powers, illegally, unfairly, irrationally or disproportionately.

As set out above, the Secretary of State may at any time revoke the Project Specification Notice, if and to the extent that the Secretary of State:

- (i) has consulted Ofwat and TWUL and such other person he considers appropriate;
- (ii) has taken into account the existence of a project licence in respect of the TTT Project; and
- (iii) considers that either of the limbs set out in SIP Regulation 4(3) are no longer applicable, namely:
 - (i) that the TTT Project is no longer of a size or complexity that would threaten TWUL's ability to provide core services; or
 - (ii) that it is no longer value for money having regard to the charging regime or the Secretary of State obligation s154B of the WIA.

Whilst it is understood that revocation of a Project Specification Notice would most likely occur when there is a Discontinuation, there is no fetter on the Secretary of State's discretion to revoke the Project Specification Notice, providing the test set out in SIP Regulation 4(7)(b) applies. Equally the Secretary of State could vary a Project Specification Notice providing the same tests continue to be satisfied in relation to the varied specified infrastructure project.

It has, however, been confirmed by the Secretary of State and Ofwat that it is the intention of the Secretary of State and Ofwat that revocation of the Project Specification Notice will not occur after the Commencement Date without a prior or concurrent Discontinuation.

Where the Project Specification Notice is revoked, the provisions of Condition T in the modified Licence (as set out in detail above) will apply.

Insurance and risk management

TWUL's insurance is maintained as part of the Thames Water Group insurance programme. The insurance coverage has been reviewed and approved by an independent insurance adviser retained to ensure that TWUL's insurances: (i) have regard to the risk being covered; and (ii) address the interests of TWUL and each finance party.

Pensions

TWUL operates three pension schemes, one of which is a defined contribution scheme (The Defined Contribution Stakeholder Pension Scheme ("DCSPS")) and the other two are defined benefit schemes (the Thames Water Pension Scheme ("TWPS") and the Thames Water Mirror Image Pension Scheme ("TWMIPS")). Both defined benefit pension schemes are multi-employer schemes where TWUL and Thames Water Property Services Limited are the participating employers.

DCSPS was established in April 2011 and is open to all new employees of TWUL. This is managed through The Aon MasterTrust with effect from October 2020. The assets of the DCSPS are held separately from those of TWUL and obligations for contributions to the scheme are recognised as an expense in the income statement in the periods during which they fall due.

The TWPS was closed to new entrants on the same date as the DCSPS being established; the TWMIPS was closed to new entrants following water privatisation in 1989

Members of both defined benefit schemes now accrue benefits based on their career average earnings. The TWPS ceased to be a final salary scheme in 2011, as did the TWMIPS in 2014. TWPS was closed to future accrual as at 31 March 2021 as a result of the formal consultation process which commenced in October 2017, between TWUL, Trade Union and Pension scheme representatives. TWMIPS remains open to accrual and if one of the participating employers ceases to have any active members, a funding plan may be required in relation to any funding deficit, payable by the exiting employer.

The assets of these schemes are held separately from the rest of the Company in funds in the United Kingdom which are independently administered by the Pension Trustees. Under International Accounting Standard 19 (Employment Benefits) ("IAS 19") the net deficit calculated at 31 March 2021 for the Company's defined benefit pension schemes totalled £219.2 million. This consists of a deficit in TWPS of £277.1 million and a surplus in TWMIPS of £57.9 million.

There is a recovery plan in place, as agreed between the TWUL Directors and the scheme trustees, to restore TWPS to a fully funded position. Pursuant to the March 2019 actuarial valuation, as agreed in December 2019 TWUL has committed to making additional annual contributions to the scheme. The additional amounts, calculated by a qualified and independent actuary working on behalf of the scheme trustees, are intended to restore the funding level of the scheme by 2027.

For further information regarding TWUL's pension commitments, see the audited financial statements of TWUL for the year ended 31 March 2021 and the section of this Chapter entitled "*Pension Scheme*".

Litigation

Save as disclosed below, no member of the TWU Financing Group is or has been involved in, nor, so far as each such member is aware, has any pending or threatened, government, legal or arbitration proceedings,

during a period covering at least the previous 12 months which may have, or have had in the recent past, a significant effect on the financial position or profitability of the TWU Financing Group.

Castle Water brought proceedings against TWUL in March 2019, with sums claimed of around £43 million. TWUL counterclaimed against Castle Water. The matter has since settled and is the subject of a confidential settlement agreement between the parties.

TWUL is currently defending five sets of court proceedings (served in 2020 and 2021) commenced by different groups of Property Search Companies (“PSCs”) seeking refunds of fees paid for property search data, including CON29DW searches, from December 2013 to date. The PSCs allege that they have been overcharged for drainage and water searches and that information should have been made available to them pursuant to the Environmental Information Regulations 2004, at a lower cost than that charged (or at no cost). The position is replicated across all other Water & Sewerage Companies in England and Wales and the claims are a collective action brought by those different groups of PSCs against the industry. TWUL is defending these claims, as are all the other water and sewage companies in England and Wales, who are aligned with TWUL’s position. Whilst proceedings in this matter are live, the claims are at an early stage making it difficult to provide further commentary on the merits or otherwise of them or any effect on the financial position of TWUL.

On 8 July 2019, Ofwat announced that it was investigating whether TWUL may have contravened the prohibition in Chapter II of the Competition Act 1998 by abusing a dominant position. The allegations relate to:

- the approach that TWUL has taken when installing digital smart meters and the impact that this has had on providers of data logging services and their customers;
- the accuracy of the data about customers that TWUL made available to retailers at the time of the opening of the business retail market; and
- the fairness of certain contractual credit terms that TWUL applies to retailers.

TWUL has responded to several Ofwat information requests and questions. In late 2020, Ofwat’s investigation was split into two - one covering competition issues and the other covering regulatory/licence issues. As regards the competition elements of the investigation, Ofwat consulted until 22 June 2021 on certain proposed binding commitments from TWUL. Ofwat is now finalising the commitments, taking into account any comments received. As regards the regulatory part of the investigation (to do with data accuracy), TWUL is currently in the latter stages of discussions with Ofwat, and the latter has now published its findings document (which contain draft undertakings to be provided by TWUL as well as a proposal to impose a nominal £1 penalty on TWUL). Ofwat is expected to consult on this until 17 September 2021.

Please also refer to sections on “*Environment pollution offences*” and “*Health & Safety offences*” above.

Ring-fencing and the TWU Financing Group

As part of its obligations as a Regulated Company, TWUL is subject to certain ring-fencing measures under its Licence.

The ring-fencing measures are intended to ensure: (i) that TWUL has the means to conduct its Appointed Business separately from the Thames Water Group; and (ii) that all dealings between the Thames Water Group and the TWU Financing Group are on an arm’s length basis.

The main elements comprising the regulatory and structural ring-fencing of the TWU Financing Group from the other Thames Water group companies are set out below.

- Following several Ofwat consultations since 2018 aimed at strengthening the regulatory ring-fence, in July 2020, Ofwat updated the ring-fencing provisions in TWUL's Licence, which are now principally found in Condition P. TWUL must ensure that transactions between it and its associated companies in the Thames Water Group are on an arm's length basis, to prevent cross-subsidisation of activities (this is supplemented by Regulatory Accounting Guideline 5).
- TWUL must ensure, so far as reasonably practicable, that if a Special Administration Order was made in respect of it, TWUL would have available to it sufficient rights and assets (other than financial resources) to enable the Special Administrator to manage its affairs, business and property so that the purposes of such an order could be achieved.

Ring-fencing provisions in TWUL's Licence

The ring-fencing provisions are contained in TWUL's Licence (Licence Condition P). The most important of these provisions are:

(a) Transactions between TWUL and its associated companies

As noted above, any transaction between TWUL and its associated companies (being its subsidiaries and any affiliated companies) must be conducted at arm's length, such that there is no cross-subsidy of the associated company by TWUL (or *vice versa*).

(b) Limits on the transfer of certain assets to associated companies

Save with the express consent of Ofwat, TWUL is not permitted to transfer certain rights or assets (being those which a Special Administrator would require if a Special Administration Order were made to operate the Appointed Business) to an associated company.

(c) Restrictions on other transactions

Save with the express consent of Ofwat, TWUL must not: (i) give a guarantee in relation to any liability of an associated company; (ii) make a loan to an associated company; or (iii) enter into an agreement or other legal instrument incorporating a cross default obligation (whether with an associated company or otherwise). There are limited exceptions relating to existing cross-default obligations.

(d) Restrictions on Dividend Payments

TWUL is required to pay dividends only in accordance with a policy that complies with the following principles: (i) such payments will not impair its ability to finance its regulated activities; and (ii) the payment of such dividends is to reward efficiency and the management of economic risk.

(e) Adequate Resources, Systems of Planning and Internal Controls

TWUL is required, to act in a manner "best calculated" to ensure that it has adequate financial resources and facilities, management resources and systems of planning and internal control to carry out its regulated activities. Compliance with this requirement must not be dependent upon discharge by any other person of any obligation under, or arising from, any agreement or arrangement under which that other person has agreed to provide any services to TWUL in its capacity as a Regulated Company. TWUL's directors are required to certify on an annual basis that this requirement will continue to be met for the subsequent 12-month period (see paragraph (j) below).

(f) Conducting the Appointed Business of TWUL

Licence Condition P requires TWUL to operate the Appointed Business as though it was substantially TWUL's sole business and TWUL was a separate public limited company. In addition, TWUL must meet the objectives on board leadership, transparency and governance set out in Licence Condition P.

(g) Publishing of financial information

Although no longer expressly set out in its Licence, TWUL shall, at such times and in such ways as may from time to time be required by the Financial Conduct Authority, publish such information about its annual, interim and final results as is required to be announced by a company whose shares are for the time being listed on the London Stock Exchange.

(h) Maintenance of a financial instrument listed on the London Stock Exchange

If TWUL's Ultimate Controller is not listed on the London Stock Exchange (or another exchange that Ofwat agrees is of a similar standing), TWUL is required to use all reasonable endeavours to maintain the listing of a financial instrument whose market price reflected its financial position on the London Stock Exchange (or, with Ofwat's prior agreement, another exchange of similar standing).

(i) Maintenance of an investment grade credit rating

TWUL is required to ensure that it (or any associated company which issues corporate debt on its behalf) maintains an investment grade issuer credit rating. The issuer rating reflects the financial capacity of the Appointed Business and therefore its ability to raise capital or maintain access to liquidity in the future. Any significant adverse changes to the rating acts as an early signal that the ability of the Appointed Business to raise future finance is at risk.

Following a modification to Licences broadening the definition of an 'issuer credit rating' which came into effect on 13 July 2020, Ofwat issued a letter on 12 August 2020 to TWUL confirming which ratings Ofwat consider fall within the revised definition for TWUL. These are: Moody's Corporate Family Rating and Standard & Poor's Class A issue rating.

Ofwat also confirmed within the letter that, "for the avoidance of doubt, Class B / subordinated debt ratings are not used as regulatory markers for cash lock-up or to assess compliance with the Appointee's obligation that it must ensure it maintains an appropriate investment grade credit rating at all times."

(j) Ring-fencing certificate

No later than the date on which TWUL is required to deliver to Ofwat a copy of each set of regulatory accounting statements prepared under Licence Condition F, it must submit a Ring-Fencing Certificate (a "**RFC**") to Ofwat.

An RFC confirms that, in the opinion of the Board, TWUL will have available to it sufficient: (i) financial resources and facilities; (ii) management resources and systems of planning and internal control; and (iii) rights and resources other than financial resources (for the purposes of Special Administration). The Board is also required to certify that all contracts entered into between TWUL, and its associated companies include the required provisions in respect of the standard of service and deliverables to be supplied to TWUL to carry out its regulated activities.

The basis of these views must also be disclosed to Ofwat. As soon as the directors become aware of a reason why TWUL cannot be expected to comply with this obligation, they are to file a report to this effect to Ofwat in accordance with the provisions of its Licence.

Where the Board of TWUL becomes aware of any activity of the TWUL or any Thames Water Group company, which does not form part of its regulated activities, and which may be material in relation to TWUL's ability to finance its regulated activities, it must inform Ofwat and, within fourteen days of becoming aware of such activity, submit a new RFC to Ofwat.

Each RFC must be:

- (i) signed by all the directors of TWUL on the date of submission, or approved by the Board; and
 - (ii) accompanied by a report prepared by TWUL's Auditors and addressed to Ofwat, stating whether they are aware of any inconsistencies between that RFC and the financial statements, or any information which the Auditors obtained in the course of their work.
- (k) Cash lock-up

The cash lock-up provision prohibits, subject to certain limited exceptions, without Ofwat's prior consent, the transfer, leasing, licensing, or lending of any sum, asset, right or benefit to any associated company when TWUL (or any associated company which issues corporate debt on its behalf): (i) no longer holds an investment grade issuer credit rating; (ii) holds more than one issuer credit rating and one or more such ratings is not investment grade; or (iii) holds an issuer credit rating at the minimum investment grade level and that rating has been put under review for possible downgrade or is assigned a negative outlook. Ofwat considers that such a provision has the benefit of transparency and of requiring immediate remedial action should the circumstances triggering it arise.

- (l) Ultimate Controller undertakings

Licence Condition P requires TWUL to secure legally enforceable undertakings from its Ultimate Controller and, when such Ultimate Controller is not the UK holding company, from its UK holding company, that they (and each of their subsidiaries (other than TWUL and its subsidiaries)), will:

- (i) give TWUL all such information as may be necessary to enable TWUL to comply with its obligations under the WIA or the Licence; and
- (ii) refrain from any action which might cause TWUL to breach any of its obligations under the WIA or the Licence;

TWUL must inform Ofwat immediately in writing if it becomes aware that an undertaking has ceased to be legally enforceable, or that there has been any breach of its terms. TWUL must not, except with the written consent of Ofwat, enter into any new contract or arrangement with its Ultimate Controller or the subsidiaries of such a person (other than subsidiaries of TWUL) at a time when no such undertaking exists or there is an unremedied breach of such undertaking.

Furthermore, TWUL must also inform Ofwat as soon as reasonably practicable if it becomes aware that: (i) arrangements are in progress or contemplation which, if carried into effect, may lead to a change in Ultimate Controller(s); (ii) arrangements have been put into effect which might be considered to have led to a change in Ultimate Controller(s); or (iii) any person intends to submit a merger control filing to the CMA or the European Commission with respect to an actual or potential change of control of TWUL.

For these purposes, “Ultimate Controller” means any person (including, without limitation, a corporate body) which (whether alone or jointly and whether directly or indirectly) is (in the reasonable opinion of Ofwat) in a position to control or in a position to materially influence, the policy or affairs of the Appointed Business or of any holding company of TWUL.

It has been agreed with Ofwat that Kemble Water Holdings Limited should provide the UK Holding Company undertaking.

Trading relationships with other Thames Water Group companies

Pension scheme

The ring-fencing programme does not segregate TWUL pension arrangements from those of the Thames Water Group, as TWUL believes that it is not cost-effective to do so. However, TWUL’s contributions to TWPS and TWMIPS are made in respect of TWUL’s employees only. TWUL will enter into agreements with other Thames Water Group companies participating in the schemes to provide that these companies will be responsible for all liabilities in respect of their employees and for a notional or accounting allocation of assets and liabilities of the pension schemes between TWUL and the other Kemble Water Group companies in the schemes. These measures are intended to minimise the risk of any cross-subsidy within the schemes between TWUL and other Kemble Water Group companies.

Intellectual property rights

TWUL has undertaken a review of patents, trademarks and licences held by it, the result being that TWUL only holds licences in respect of its Intellectual Property Rights that are specific to the operation of the Appointed Business.

TWUL does not own any Intellectual Property Rights, except as set out above and with respect to Intellectual Property Rights created within TWUL. Save for software licences, the operation of the Appointed Business is not dependent on any licences in respect of Intellectual Property Rights from third parties.

The TWU Financing Group – board compositions and activities

TWUL

Company details

TWUL is a private limited company which was incorporated in England and Wales on 1 April 1989 under the Companies Act with registered number 2366661. The registered office and headquarters of TWUL is Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB and its telephone number is +44 (0) 20 3577 8800.

TWUL’s authorised and issued share capital is £29,050,000 divided into 29,050,000 ordinary shares of £1 each. All ordinary shares have been issued and have been fully paid-up. TWUL is a wholly owned subsidiary of TWH. The business address of the directors of TWUL is Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

Auditors of TWUL

The auditors of TWUL for 2020/21 were PricewaterhouseCoopers LLP (“PwC”), which is a member firm of the Institute of Chartered Accountants in England and Wales.

Board composition and corporate governance

TWUL operates under the overall direction of the Board which is responsible for policy and strategic matters. In connection with the acquisition of Thames Water Holdings plc (now liquidated) by the Kemble Consortium, a shareholder agreement was entered into between the members of the Kemble Consortium prior to the acquisition of Thames Water Holdings plc, giving members of the Kemble Consortium certain rights in respect of appointing directors to the Board of any Thames Water Group company, subject to any order, direction or other instruction given by Ofwat.

As at the date of this Prospectus, the shareholders which indirectly own and control TWUL are the Kemble Shareholders. The composition of the TWUL Board at the date of this Prospectus consists of the Non-Executive Chairman, two Executive Directors, four Kemble Shareholder appointed Non-Executive Directors and six Independent Non-Executive Directors such that the Independent Non-Executive Directors constitute the single largest group on the Board.

Hannah Nixon was appointed as an Independent Non-Executive Director on 14 January 2021.

Sarah Bentley joined as TWUL's new Chief Executive Officer on 1 September 2020 and was appointed as an Executive Director of TWUL on the same day.

Alastair Cochran joined as TWUL's new Chief Financial Officer on 6 September 2021 and was appointed as an Executive Director of TWUL on the same day.

TWUL's primary corporate objectives are, amongst other things, to carry on the business of a water and sewerage undertaker. It is also empowered to act as a holding company of the Issuer. TWUL's independence from its ultimate holding company is enhanced by the inclusion of the provision in TWUL's articles of association that any TWUL director who is interested in any contract or arrangement or proposal by virtue of another directorship is not able to vote or count in a quorum as regards such contract or arrangement or proposal at a meeting of the directors or of a committee of directors.

The directors of TWUL support high standards of corporate governance and have regard to the UK Corporate Governance Code issued by the Financial Reporting Council. As a company registered in England and Wales, TWUL is also subject to the provisions of the Companies Act.

Management compensation

The TWUL Remuneration Committee has recently undertaken a complete review of TWUL's executive remuneration policy (the "**Policy**"), and details of this review were published as part of the 2019/20 Annual Report and Annual Performance Report. The purpose of the Policy is to ensure that competitive reward packages are offered which will attract, retain and motivate talented senior leaders to deliver great outcomes for TWUL's customers, shareholders and other stakeholders. Fixed pay is benchmarked to a basket of comparable businesses and pension allowances are being aligned to those paid to the rest of the workforce.

In particular, the Policy aims to make a clear link between the reward paid and performance for shareholders and customers. Incentive structures have also been reviewed and will continue to be delivered in a mixture of short-term annual bonuses and long-term incentive plans. The long-term incentive plans are based on achievement of performance measures set over three – years and a withholding period applies for two years following the end of the performance period. The quantum of incentives payable to senior executives has also been reviewed to ensure such incentives are appropriately benchmarked with those offered by comparable businesses. Targets are reviewed annually to ensure that they incentivise "stretching" sustainable outcomes linked to TWUL's business strategy to deliver greater value to customers and other stakeholders. Any payment remains at the absolute discretion of the Board to reduce in whole or in part. Any payment is subject to a clawback arrangement for a period of two years after the payment is made.

Directors of TWUL

Chairman

Ian Marchant was appointed as an Independent Non-Executive Director on 1 December 2017 and became Chairman of TWUL on 26 January 2018. In May 2019, following the departure of TWUL's CEO Steve Robertson, Ian Marchant became interim Executive Chairman until the appointment of Sarah Bentley as CEO of TWUL on 1 September 2020. During his ten years as CEO of SSE Plc as part of a 21-year tenure at the energy company, Ian led transformation change, performance improvements and the development of renewables. He is currently a Non-Executive Director of Aggreko plc., Chair of Logan Energy and is Honorary President of the Royal Zoological Society of Scotland. Through his company Dunelm Energy Limited, Ian advises and invests in start-up businesses. Ian is the founder of the Scotland's "Lights up Malawi" Campaign for Climate Justice. Ian is also the former Independent Chairman of energy services firm, John Wood Group plc, and former Chair of Nova Innovation Ltd. He is the former Chairman, and founder of Scotland 2020 Climate Group, and served as the President of the Energy Institute and Chairman of the renewable energy firm, Infinis.

Executive Directors

Chief Executive Officer

Sarah Bentley joined TWUL in September 2020, having previously worked as Chief Customer Officer at Severn Trent plc where she led the Consumer Retail, Wholesale Network Operations, Group Technology and Transformation divisions. Prior to that, Sarah was the managing partner for Accenture's digital business unit in the UK & Ireland, where she delivered digital transformation programs to a range of large UK consumer-facing businesses. She has also worked internationally in several roles including strategy, marketing and propositions for BT's Global Services division, as CEO of Datapoint, an Alchemy-backed company delivering customer relationship management (CRM) services throughout Europe, and as senior vice president of eLoyalty, a global CRM and marketing consultancy. Sarah is also a Non-Executive Director of Lloyds Bank plc and Bank of Scotland plc, and acts as the Thames representative on the Board of Water UK.

Chief Financial Officer

Alastair Cochran joined TWUL as CFO on 6 September 2021. Alastair is also part of the Board and Executive team. Alastair is a finance professional with 30 years' experience, having worked as the CFO at Petrofac, in several finance and commercial leadership roles at BG Group, and as a senior investment banker at Morgan Stanley advising a broad range of clients in the utilities and natural resources sectors. Alastair spent his early career at KPMG, where he trained as a chartered accountant.

Appointed Non-Executive Directors

Greg Pestrak was appointed as a Non-Executive Director of the Company in November 2017. Greg brings a strong track record in asset management and over 18 years' consulting expertise working with investors and corporates to drive performance improvements. This included time at KPMG, where he was the Partner leading on infrastructure. He is currently Managing Director, Asset Management, at Wren House Infrastructure, with a focus on asset management across the global portfolio.

John Morea joined TWUL as a Non-Executive Director in January 2019. With a 30-year career in the utility sectors, including ten years as the first and current CEO of Scotia Gas Networks (SGN). John has successfully led the regulated utility through four price controls and secured its place as the UK energy industry's leader for customer service. He has led the company's digital transformation to drive operational and cost efficiencies. He has a personal interest in people development, including the diversity and inclusion

agenda and promoting STEM subjects to young people. He is a current director of the Energy Networks Association and was previously a Non-Executive Director of Associated British Ports.

Michael McNicholas was appointed as a Non-Executive Director in July 2019. Michael is currently a Managing Director, Asset Management at OMERS Infrastructure with a focus on Europe. His asset management experience currently focuses on regulated utilities and includes Scotia Gas Networks, Caruna and Ellevio. Michael previously held the position of Group CEO of Eirvia, with a responsibility for Ireland's National Gas Networks and its national Water Utility. Prior to that he was Group CEO of NTR Plc., an infrastructure investment company with a focus on renewable and sustainable infrastructure. He was also an Executive Director of ESB, Ireland's national electricity utility, where he initially held responsibility for Generation & Wholesale Markets, Customer Supply and more latterly as Managing Director of ESB International.

Independent Non-Executive Directors

Nick Land became an Independent Non-Executive Director of Thames Water Utilities Limited in February 2017 and appointed Senior Independent Director in July 2017. Nick spent ten years as Chairman of Ernst & Young LLP as part of his 36-year career at one of the world's largest accounting firms. He currently chairs the Private Equity Reporting Group of the British Venture Capital Association and is Chairman of the Board of trustees of the Vodafone Group Foundation. He is a former Non-Executive Director of the Financial Reporting Council and has a long history of Non-Executive Director roles at global companies such as Vodafone Group, Alliance Boots GmbH and Royal Dutch Shell.

Ian Pearson was appointed as an Independent Non-Executive Director of Thames Water Utilities Limited in September 2014. During a distinguished Ministerial career from 2001 to 2010 he held several positions, including Minister for Trade & Foreign Affairs, Minister of State for Climate Change and the Environment, Minister for Science, and Economic Secretary to the Treasury. Ian spent five years as the Chairman of AIM listed Octopus VCT2 plc, a company which invested in a variety of renewable energy companies. He is also Chairman of Code Investing Ltd, a senior advisor to BAI Communications plc and has previously been a member of PwC's UK Advisory Board.

Jill Shedden became an Independent Non-Executive Director of TWUL in October 2018. Jill is currently the Group HR Director of Centrica Plc and has held several senior HR positions across the Centrica Group. She has championed diversity and inclusion throughout her career and has focussed on building a high performing and collegial work environment. In her role at Centrica, she has led major culture change, cost reduction and reorganisation programmes, as well as achieving "Best Companies" and "Great Places to Work" awards. Jill was awarded an MBE for her work with the Women's Business Council, a group set up to advise ministers on how to maximise women's contribution to the future economic growth of the country.

Catherine Lynn joined the TWUL Board as an Independent Non-Executive Director in November 2018. Catherine has played a leadership role in Europe's low-cost aviation sector for 20 years, with a focus on delivering outstanding customer service. She is currently the Chief Customer Officer for Parkdean Resorts, the UK's largest holiday park company. Previously she was the Group Strategy and Commercial Director of easyJet, where she was directly responsible for several major initiatives underpinning easyJet's successful exponential growth. Catherine also has eighteen years' experience as a Non-Executive Director.

David Waboso was appointed as a Non-Executive Director in February 2019. After an early career in highways and water supply, he worked on major infrastructure upgrades including the Docklands Light Railway and Jubilee Line extension and was also Technical Director at the Strategic Rail Authority, where he was the UK representative for the European Rail Agency, and a Non-Executive Director of the Rail Safety and Standards Board. He then held executive positions at London Underground, where he led the Tube Upgrade Programme. He was subsequently Managing Director, Digital Railway at Network Rail before

moving into non-executive roles in the infrastructure sector. He was awarded a CBE for services to transport in London in 2014 and was the President of the Association of Project Management from 2016 to 2019.

Hannah Nixon was appointed as an Independent Non-Executive Director in January 2021. Hannah has led the development and delivery of key regulatory work, advising regulators and companies in a range of countries and sectors on regulation, market structuring and competition issues. She is the former Chief Executive at the Payment Systems Regulator (PSR) where she built a high-performing organisation from scratch. Previously she served as Senior Partner and Head of Profession for Economics at Ofgem, where she led the division responsible for regulating the British energy distribution network. Hannah is currently a Non-Executive Director at National Grid Electricity System Operator and at the Financial Reporting Council. She is also a Council Member and Trustee with the Regulatory Policy Institute at Oxford University and has recently completed a seven-year term as a Non-Executive Director with the Jersey Competition and Regulatory Authority.

There are no potential conflicts of interest between any duties to TWUL of its directors or company secretaries and their respective private interests or duties.

Company Secretary of TWUL

The Company Secretary of TWUL is David Hughes.

Subsidiaries

At the date of this Prospectus, TWUL has no subsidiaries other than the Issuer.

TWUL/TWH Loan Agreement

TWUL has on-lent funds to TWH under the TWUL/TWH Loan Agreement (see also below under “TWH”, sub-paragraph “*Activities of TWH*”) (the “**TWUL/TWH Loan**”). TWUL directors must consider their latest view on the company’s equity value when valuing TWUL’s asset, the TWUL/TWH Loan, in the financial statements.

The Issuer

Company details

TWUF was incorporated in England and Wales on 12 July 1989 as a limited company under the Companies Act with registered number 2403744 and re-registered as a public limited company on 26 March 1990. TWUF was then re-registered as a private limited company on 4 June 2007 and re-registered as a public limited liability company on 31 August 2018.

TWUF is a wholly owned subsidiary of TWUL. Its authorised share capital is £50,001 divided into 50,001 ordinary shares of £1 each. The shares have all been issued. 12,501 shares are fully paid up and 37,500 are partly paid up. has no other equity or debt capital, save for as disclosed in the section “*The Activities of TWUF*” below.

The registered office of TWUF is Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB and its telephone number is +44 (0) 20 3577 8800. The website of TWUF is www.thameswater.co.uk but information on the website does not form part of this Prospectus unless it has been explicitly incorporated by reference into this Prospectus.

There are no potential conflicts of interest between any duties to TWUF of its directors or company secretary and their respective private interests or duties.

Auditors of the Issuer

The Auditors of TWUF for 2020/21 were PwC, which is a member firm of the Institute of Chartered Accountants in England and Wales.

Directors of the Issuer

The directors of TWUF are Tom Bolton, Mark Bamford and Dinesh Manuelpillai.

Tom Bolton is the Head of Corporate Finance and joined Thames Water in August 2017, having previously worked at BNP Paribas.

Mark Bamford is the Group Financial Controller and Finance Director for Operations and Capital Delivery and joined Thames Water in October 2017, having previously worked at Arqiva Limited.

Dinesh Manuelpillai is Finance Director, Customer Experience and Digital/Strategy/Transformation and joined Thames Water in November 2018. Prior to joining Thames Water, he was a Finance Director at G4S.

There are no potential conflicts of interest between any duties to the Issuer of its directors and their respective private interests or duties.

The business address of the Directors of the Issuer is Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

Company Secretary of the Issuer

The Company Secretary of TWUF is David Hughes.

Activities of the Issuer

TWUF has not engaged in any activities other than those incidental to its formation and the authorisation of the issue of the Secured TWUF Bonds, the Unsecured TWUF Bonds and the issue of the Bonds and the substitution, in place of TWUCFL, as the issuer, borrower, hedge counterparty and principal debtor (as the case may be) of the Bonds and any other Finance Document (including any Authorised Credit Facility and any Hedging Agreement) to which TWUCFL was a party.

The proceeds of an issue of Secured TWUF Bonds or Bonds or a borrowing in respect of any other Authorised Credit Facility to which the Issuer is a party will be (and has been) on-lent by the Issuer to TWUL pursuant to TWUF/TWUL Loan Agreements or Issuer/TWUL Loan Agreements.

TWUF has no subsidiaries.

TWUF may enter into (and has entered into) Hedging Agreements in accordance with the Hedging Policy and has entered into (and will from time-to-time review) the DSR Liquidity Facilities. TWUF may issue further Bonds or enter into further Authorised Credit Facilities.

The Activities of TWUF are restricted in the CTA. See Chapter 7 “*Overview of the Financing Agreements*” under “*Common Terms Agreement*”.

TWH

Company details

TWH was incorporated in England and Wales on 30 March 2007 under the Companies Act 2006 as a limited liability company with registered number 6195202.

TWH is a wholly owned subsidiary of the Parent. Its authorised share capital is £100 divided into 100 ordinary shares of £1 each. Two ordinary shares have been issued to the Parent and are fully paid-up.

The registered office of TWH is Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB and its telephone number is +44 (0) 20 3577 8800.

There are no potential conflicts of interest between any duties to TWH of its directors, company secretary or assistant company secretary and their respective private interests or duties.

Auditors of TWH

The Auditors of TWH for 2020/21 were PwC, which is a member firm of the Institute of Chartered Accountants in England and Wales.

Directors of TWH

The directors of TWH are Perry Noble, Michael McNicholas, Christy Pham, Alastair Hall, Guy Lambert, Greg Pestrak, Stephen Deeley, Giles Tucker, Michael-Bloch Hansen, and Fuxin Sheng.

The business address of the directors of TWH is Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

Company Secretary of TWH

The Company Secretary TWH is David Hughes.

Activities of TWH

TWH has no employees, nor does it own any physical assets other than its shares in TWUL. Administration and treasury functions are conducted on its behalf by TWUL.

The principal activity of TWH is to hold the shares of TWUL and to enter into documents incidental to the Programme, including its entry into the TWUL/TWH Loan Agreement. Following a repayment of principal in April 2019, the total amount advanced under the TWUL/TWH Loan Agreement is currently £1,752,234,128 and repayable by TWH in 2037. TWH has no direct subsidiaries other than TWUL.

The activities of TWH are restricted in the CTA. See Chapter 7 “*Overview of the Financing Agreements*” under “*Common Terms Agreement*”.

CHAPTER 6

REGULATION OF THE WATER AND WASTEWATER INDUSTRY IN ENGLAND AND WALES

Water and Wastewater Regulation Generally

Background

The structure of the water and sewerage industry in England and Wales dates from 1989, when the Water Act 1989 was enacted. As at September 2021, Ofwat recognised 11, typically large, regional companies providing water and sewerage services, six regional companies providing water services only (following some recent consolidation), nine local companies providing water or sewerage or both, 40 water supply and/or sewerage licensees offering regulated retail services to non-household customers and one infrastructure provider). The provisions of the Water Act 1989 are now contained in the consolidating Water Industry Act 1991 (the “**WIA**”) which itself has been substantially amended by the Water Industry Act 1999, the Water Act 2003, the Flood and Water Management Act 2010, the Water Act 2014 and to a lesser extent by various other statutory provisions. References in this section to statutes are to the WIA, as amended, unless otherwise stated. The Water Act 2014 introduces a new, more liberalised market structure, vests more powers and responsibilities in Ofwat and makes several changes to water resources and environmental regulation. Under the Water Act 2014, the non-household retail market opened to competition in England, in April 2017. This new market structure provides a choice for owners of any (not just large) non-household premises to choose their provider as far as a retail service (for both water supply and sewerage) is concerned. These providers, or “water supply licensees”, comprise not only the original 12 licensees that served large-use customers before April 2017, but also new entrants.

Regulatory Framework

The activities of Regulated Companies are principally regulated by the provisions (as amended) of the WIA, and the regulations made under this Act and the conditions of their instruments of appointment (also referred to as licences). Under the WIA, the Secretary of State has a duty to ensure that there is an appointee for every area of England and Wales. Appointments may be made by the Secretary of State or in accordance with a general authorisation given to Ofwat.

Ofwat is the economic regulator for water and sewerage services in England and Wales and is responsible for, *inter alia*, setting price controls and monitoring and enforcing licence obligations. Regulated Companies are required by their licences to make an Annual Return to Ofwat (including accounts and financial information) to enable Ofwat to assess their activities.

The two principal quality regulators are the Drinking Water Inspectorate (“**DWI**”) (the DWI is appointed by the Secretary of State for Environment, Food and Rural Affairs) and the Environment Agency (“**EA**”) (the EA is an executive non-departmental public body, sponsored by the Department for Environment, Food and Rural Affairs). The DWI’s principal task is to ensure that Regulated Companies in England and Wales are fulfilling their statutory requirements under the WIA and the water quality regulations for the supply of wholesome drinking water. The DWI carries out technical audits of each water undertaker and licensee inputting water into an undertaker’s network; this includes an assessment of the quality of water supplied, arrangements for sampling and analysis, and progress made in delivering schemes to improve water quality. The EA’s duties include the management and regulation of water abstraction from, and discharges to controlled waters (which include rivers, coastal waters, territorial waters extending three miles from shore, inland freshwaters and groundwater).

The WIA, as amended by the Water Act 2003, introduced the independent consumer council for water (known as “**CCWater**”), whose role is to provide information of use to consumers and to promote the interests of all water consumers.

There are also specific requirements for development, and requirements for the protection and management of nationally and internationally important wildlife and natural habitats (either on land owned by TWUL or on land affected by TWUL's wider operations) regulated by Natural England, Defra and the EA.

Duties of Ofwat and the Secretary of State

Each of the Secretary of State and Ofwat has a general duty under the WIA to exercise and perform its powers and duties under the WIA in the manner it considers best calculated to, *inter alia*:

- (a) further the consumer objective, which is to protect the interests of consumers, wherever appropriate, by promoting effective competition between persons engaged in, or in commercial activities connected with, the provision of water and sewerage services;
- (b) secure that the functions of Regulated Companies are properly carried out throughout England and Wales;
- (c) secure that Regulated Companies are able (in particular, by securing reasonable returns on their capital) to finance the proper carrying out of those functions;
- (d) secure that the activities authorised by the licence of a water supply licensee or sewerage licensee and any statutory functions imposed on it in consequence of the licence are properly carried out; and
- (e) further the resilience objective, which is to secure the long-term resilience of water supply and sewerage systems and that Regulated Companies take steps to enable them, in the long term, to meet the need for water supplies and sewerage services (together, the “**Primary Duties**”).

Subject to the Primary Duties, the Secretary of State and Ofwat shall also exercise and perform its powers and duties under the WIA in the manner it considers best calculated to, *inter alia*:

- (a) promote economy and efficiency on the part of Regulated Companies;
- (b) secure that no undue preference is shown, and that there is no undue discrimination in the fixing by Regulated Companies of water and drainage charges;
- (c) secure that consumers are protected as respects benefits that could be secured for them by the application in a particular manner of any of the proceeds of any disposal (whenever made) of Regulated Companies' protected land or of an interest or right in or over any of that land;
- (d) ensure that consumers are also protected as respects any activities of Regulated Companies which are not attributable to the exercise of functions of a relevant undertaker;
- (e) to contribute to the achievement of sustainable development (together, the “**Secondary Duties**”).

The Secretary of State and Ofwat shall also have regard to the principles of best regulatory practice (including the principles under which regulatory activities should be transparent, accountable, proportionate, consistent and targeted only at cases in which action is needed).

Licences

General

Under the WIA, each Regulated Company holds a licence and is regulated through the conditions of such licence as well as the WIA. Each licence specifies the geographic area served by the company and imposes several conditions on the licence holder that relate to limits on charges, information reporting requirements, various codes of practice, and other matters. In addition to the conditions regulating price limits (see the section “*Economic Regulation*” below), each licence also contains conditions regulating infrastructure charges and the making of charges schemes and imposes prohibitions on undue discrimination and undue preference in charging. Other matters covered by conditions

in each licence include: accounts and the provision of accounting information; core customer information, procedure on leakage; levels of service and service targets; “ring-fencing” of assets and restrictions on disposal of land; underground asset management plans; the provision of information to Ofwat; fees; payments to customers for supply interruptions because of drought; obligations in relation to the Market Arrangements Code; and the introduction of water under the supply licencing regime. Ofwat is responsible for monitoring compliance with the Licence Conditions and, where necessary, enforcing compliance through procedures laid down in the WIA.

Termination of a licence

There are certain circumstances provided for in the WIA under which a Regulated Company could cease to hold a licence for all or part of its area:

- (a) a Regulated Company could consent to the making of a replacement appointment or variation, which changes its appointed area, in which case Ofwat has the authority to appoint a new licence holder;
- (b) under Condition O of a licence, where the Secretary of State has given the Regulated Company at least 25 years’ notice and that period of notice has expired;
- (c) under the provisions of the Special Administration regime, the Special Administrator may transfer the business and licence to a successor (see the section “Special Administration Orders” below); or
- (d) by the granting of an “inset” appointment (or a new appointment and variation “NAV”) over part of a Regulated Company’s existing appointed area to another Regulated Company (see section titled “*Competition in the Water Industry*” below).

Before making a NAV replacing a Regulated Company, Ofwat or the Secretary of State must consider any representations or objections made by the existing Regulated Company and other consultees. Where the Secretary of State or Ofwat makes such an appointment or variation, in determining what provision should be made for the fixing of charges by the new Regulated Company, it is the duty of the Secretary of State or Ofwat (as applicable) to ensure, so far as may be consistent with their duties under the WIA, that the interests of the members and creditors of the existing Regulated Company are not unfairly prejudiced as regards the terms on which the new Regulated Company could accept transfers of property, rights and liabilities from the existing Regulated Company.

A NAV can be granted to a company seeking to provide water and/or water recycling services on an unserved site, or to premises using more than 50 megalitres of water (250 megalitres up until 2005) within an existing Regulated Company’s area, or where the incumbent Regulated Company consents to the variation. Inset appointments may be granted to any existing or new Regulated Company, but not a licensed water supplier.

Modification of a licence

Conditions of a licence may be modified in accordance with the procedures laid down in the WIA. Subject to a power of veto in certain circumstances by the Secretary of State, Ofwat may modify the conditions in a licence with the consent of the Regulated Company concerned. Before making the modifications, Ofwat must publish the proposed modifications as part of a consultation process, giving third parties the opportunity to make representations and objections which Ofwat must consider. In the absence of consent or primary legislation, Ofwat can secure a modification through a modification reference to the CMA. To date, Ofwat has never used its power to refer a licence amendment to the CMA.

However, Defra has been actively consulting on proposed legislation to alter this approach. The effect of the proposal would be that Ofwat could make modifications without the consent of Regulated Companies, who would themselves have the right of reference to the CMA. A modification reference may also be required in the event of a direction from the Secretary of State to the effect that, *inter alia*, in their view, the modifications should only be made, if at all, following a reference to the CMA.

A modification reference currently requires the CMA to investigate and report on whether matters specified in the reference operate, or may be expected to operate, against the public interest and, if so, whether the adverse public interest effect of those matters could be remedied or prevented by modification of the conditions of the licence. In determining whether a particular matter operates or may be expected to operate against the public interest, the CMA is to have regard to the matters in relation to which duties are imposed on the Secretary of State and Ofwat.

If there is an adverse finding, the CMA's report will state whether any adverse effects on the public interest could be remedied or prevented by modification of the licence. If the CMA so concludes, Ofwat must then make such modifications to the licence as appear to it necessary to remedy or prevent the adverse effects specified in the report whilst having regard to the modifications specified therein and after giving due notice and consideration to any representations and objections.

If it appears to the CMA that the proposed modifications are not requisite for the purpose of remedying or preventing the adverse effects specified in its report, the CMA has the power to substitute its own modifications which are requisite for the purpose.

It is possible for primary legislation to confer on Ofwat the power to modify the licences of a Regulated Company (without the consent of the Regulated Company) albeit that this is usually a time-limited power and any licence modification must usually be made in accordance with, and as a direct consequence of, a provision of such primary legislation. To date, changes permitted pursuant to primary legislation have only occurred in relation to Conditions R and S.

Under section 13 of the WIA, Ofwat may modify the conditions of a company's licence if the company agrees to the modification proposed by Ofwat. In the Water Act 2014, section 55 allows Ofwat to modify the conditions of Regulated Companies and licensees where such modifications are considered necessary or expedient because of amendments made by the Water Act 2014.

The CMA (and the Secretary of State in certain circumstances) also has, among others, the power to modify the conditions of the Licence after an investigation under its merger or market investigation powers under the Enterprise Act if it concludes that matters investigated in relation to water or sewerage services were anti-competitive or, in certain circumstances, against the public interest. There is scope for this arrangement to change with the proposed reforms in "*Reforming Competition and Consumer Policy*" (July 2021) though it is not clear exactly what measures will eventually be placed in legislation.

Recent modifications to and proposals to modify the Instrument of Appointment

In April 2020, Ofwat published a consolidated working version of TWUL's licence, reflecting licence modifications that have been made (and published) between January 2019 and March 2020.

Ofwat has also launched consultations on proposed amendments to licence conditions, including in relation to Direct procurement for customers (DPC) that involves a water company competitively tendering for services for the delivery of discrete large infrastructure projects (albeit these will not apply to Thames Water at this stage), with a closing date of September 2020. The licence condition amendments in relation to the affected companies came into effect in February 2021.

Enforcement Powers

The general duties of Regulated Companies as water or wastewater undertakers are enforceable by the Secretary of State for the Environment or Ofwat or both. The Licence Conditions (and other duties) are enforceable by Ofwat alone whilst other duties, including those relating to water quality, are enforceable by the DWI. Other duties, such as those in respect of water abstractions and discharges, are enforceable by the EA.

Where the Secretary of State (via the DWI) or Ofwat is satisfied that a Regulated Company is contravening, or has contravened and is likely to do so again, or is likely to contravene, a condition of its licence or a relevant statutory

or other requirement, either the Secretary of State or Ofwat (whichever is the appropriate enforcement authority) must make a final enforcement order to secure compliance with that condition or requirement, save that, where it appears to the Secretary of State or Ofwat that it would be more appropriate to make a provisional enforcement order, that party may do so. In determining whether a provisional enforcement order should be made, the Secretary of State or Ofwat shall have regard to the extent to which any person is likely to sustain loss or damage due to such breach before a final enforcement order is made. The Secretary of State or Ofwat will confirm a provisional enforcement order if satisfied that the provision made by the order is needed to ensure compliance with the condition or requirement that has been breached. There are exemptions from the Secretary of State's and Ofwat's duty to make an enforcement order or to confirm a provisional enforcement order where:

- (a) the contraventions were, or the apprehended contraventions are, of a trivial nature;
- (b) the company has given, and is complying with, a Section 19 Undertaking to secure or facilitate compliance with the condition or requirement in question; or
- (c) duties in the WIA preclude the making or confirmation of the order; or
- (d) where it would be more appropriate to proceed under the Competition Act 1998.

Section 19 Undertakings create obligations that are capable of direct enforcement under Section 18 of the WIA. Accordingly, the main implication of a Regulated Company giving such an undertaking is that any future breach of the specific commitments contained in the undertaking is enforceable in its own right (without the need for further grounding on general statutory or licence provisions).

The WIA also confers powers on Ofwat or the Secretary of State to impose financial penalties on Regulated Companies and the licensees introduced by the Water Act 2003. Ofwat and the Secretary of State have the power to fine such a company up to 10 per cent. (for each respective breach) of its turnover in the preceding business year if it has failed or is continuing to fail to comply with its licence conditions, standards of performance or other obligations. The penalty must also be reasonable in all the circumstances. The time limit for imposing such financial penalties was extended by the Water Act 2014 from 12 months to 5 years. A penalty may not be imposed later than five years from the contravention or failure except when a notice under section 22A(4) of the WIA (indicating the amount of the proposed penalty and the circumstances giving rise to a penalty) or under section 203(2) of the WIA (requiring the Regulated Company to provide information in relation to the contravention or failure) is served during that period. Where a final or provisional order has been made in respect of a contravention or failure, a penalty cannot be imposed unless a notice under section 22A(4) is served within three months of the final order or confirmation of the provisional order, or within six months of the provisional order if it is not confirmed.

Ofwat published an updated enforcement strategy in January 2017. This remains the most recent enforcement strategy. Ofwat confirmed that its approach to enforcement is risk-based and aimed at securing companies' compliance with their licence and statutory obligations. Ofwat stated that although it is willing to use all powers vested in it under relevant legislation to secure compliance, where it finds that a company has breached its licence or a statutory obligation, it may consider not opening a formal enforcement case if the company has taken appropriate steps to provide redress to customers or it may start formal proceedings but agree to reduce the penalty. Some contraventions (i.e., misreporting or causing harm to customers) will automatically result in enforcement action and in some instances, significant financial penalties.

The Water Act 2003 also provides for situations where a new licensee has caused or contributed to a breach of a Regulated Company's licence or caused or contributed to a Regulated Company contravening a statutory or other requirement, or where a Regulated Company has caused or contributed to the breach of a new licensee's licence or caused or contributed to the breach of the latter's statutory or other requirements. In those cases, Ofwat may impose an appropriate remedy. A Regulated Company may appeal a penalty order to the Court. The Court may cancel or reduce the penalty or extend the timescale to pay. The requirement to pay the penalty is suspended until the case is

determined. A financial penalty may not be imposed under this provision for an infringement if it is more appropriate to proceed under the Competition Act.

Special Administration Orders

(a) Circumstances

The WIA contains provisions enabling the Secretary of State or Ofwat to secure the general continuity of water supply and sewerage services. In certain specified circumstances, the court may, on the application of the Secretary of State or, with his consent, Ofwat, make a Special Administration Order in relation to a Regulated Company and appoint a Special Administrator. These circumstances include:

- (i) where there has been, or is likely to be, a breach by a Regulated Company of its principal duties to supply water or provide sewerage services or of a final or confirmed provisional enforcement order and, in either case, the breach is serious enough to make it inappropriate for the Regulated Company to continue to hold its licence;
- (ii) where the Regulated Company is, or is likely to be, unable to pay its debts;
- (iii) where, in a case in which the Secretary of State has certified that it would be appropriate, but for section 25 of the WIA, for him to petition for the winding-up of the Regulated Company under Section 124A of the Insolvency Act, it would be just and equitable, as mentioned in that section, for the Regulated Company to be wound up if it did not hold a licence; and
- (iv) where the Regulated Company is unable or unwilling to adequately participate in arrangements certified by the Secretary of State or Ofwat to be necessary by reason of, or in connection with, the appointment of a new Regulated Company upon termination or variation of the existing Regulated Company's licence.

In addition, on an application being made to Court, whether by the Regulated Company itself or by its directors, creditors or contributories, for the compulsory winding-up of the Regulated Company, the Court would not be entitled to make a winding-up order. However, if satisfied that it would be appropriate to make such an order if the Regulated Company were not a company holding a licence, the Court shall instead make a Special Administration Order.

(b) Special Administration Petition Period

During the period beginning with the presentation of the petition for Special Administration and ending with the making of a Special Administration Order or the dismissal of the petition (the “**Special Administration Petition Period**”), the Regulated Company may not be wound up, no steps may be taken to enforce any security except with the leave of the Court and, subject to such terms as the Court may impose, no other proceedings or other legal process may be commenced or continued against the Regulated Company or its property except with the leave of the Court.

Once a Special Administration Order has been made, any petition presented for the winding-up of the company will be dismissed and any receiver appointed, removed. Whilst a Special Administration Order is in force, those restrictions imposed during the Special Administration Petition Period continue with some modification: an administrative receiver can no longer be appointed (with or without the leave of the Court) and, in the case of certain actions which require the Court's leave, the consent of the Special Administrator is acceptable in its place. See the section “*Restrictions on the Enforcement of Security*” below.

(c) Special Administrator powers and the Transfer Scheme

A Special Administrator has extensive powers similar to those of an administrator under the Insolvency Act, but with certain important differences. He is appointed for the purposes of transferring to one or more

different Regulated Companies as a going concern, so much of the business of the Regulated Company as is necessary to ensure the proper carrying out of its water supply or sewerage functions and, pending the transfer, of carrying out those functions. During the period of the order, the Regulated Company is managed for the achievement of the purposes of the order and in a manner, which protects the respective interests of members and creditors. However, the effect of other provisions of the WIA is ultimately to subordinate members' and creditors' rights to the achievement of the purposes of the Special Administration Order.

Were a Special Administration Order to be made, it is for the Special Administrator to agree the terms of the transfer on behalf of the existing appointee, subject to the provisions of the WIA. The Transfer Scheme may provide for the transfer of the property, rights and liabilities of the existing Regulated Company to the new Regulated Company(ies) and may also provide for the transfer of the existing Regulated Company's licence (with modifications as set out in the Transfer Scheme) to the new Regulated Company(ies). The powers of a Special Administrator include, as part of a Transfer Scheme, the ability to make modifications to the licence of the existing Regulated Company, subject to the approval of the Secretary of State or Ofwat, as well as the power to exercise any right the Regulated Company may have to seek a review by Ofwat of the Regulated Company's charges pursuant to an interim determination or a Substantial Effects Clause. To take effect, the Transfer Scheme must be approved by the Secretary of State or Ofwat. In addition, the Secretary of State and Ofwat may modify a Transfer Scheme before approving it or at any time afterwards with the consent of the Special Administrator and each new Regulated Company.

The WIA also grants the Secretary of State, with the approval of Her Majesty's Treasury, the power: (i) to make appropriate grants or loans to achieve the purposes of the Special Administration Order and to indemnify the Special Administrator against losses or damages sustained in connection with the carrying out of his functions; and (ii) to guarantee the payment of principal or interest and the discharge of any other financial obligations in connection with any borrowings of the Regulated Company subject to a Special Administration Order.

Protected Land

Under the WIA, there is a prohibition on Regulated Companies disposing of any of their Protected Land except with the specific consent of, or in accordance with a general authorisation given by, the Secretary of State. A consent or authorisation may be given on such conditions as the Secretary of State considers appropriate. For the purpose of these provisions, disposal includes the creation of any interest (including leases, licences, mortgages, easements and wayleaves) in, or any right over, land, and includes the creation of a charge. All land disposals are reported to Ofwat in the Annual Return.

Protected Land comprises any land, or any interest or right in or over any land, which:

- (a) was transferred to a water and sewerage company (under the provisions of the Water Act 1989) on 1 September 1989, or was held by a water only company at any time during the financial year 1989/90;
- (b) is, or has at any time on or after 1 September 1989, been held by a company for purposes connected with the carrying out of its regulated water or sewerage functions; or
- (c) has been transferred to a company in accordance with a scheme under Schedule 2 to the WIA from another company, in relation to which the land was Protected Land when the transferring company held an appointment as a water or sewerage undertaker.

Unless a specific consent is obtained from the Secretary of State, all disposals of Protected Land must comply with Condition K of the licences of Regulated Companies. This Condition seeks to ensure: (i) that, in disposing of Protected Land, the Regulated Company retains sufficient rights and assets to enable a Special Administrator to run its business if a Special Administration Order was made; and (ii) that the best price is received from disposals of land. Where such proceeds were not taken into account when price limits were set, they are shared equally as

between customers and shareholders. To this end there are certain procedures for and restrictions on the disposal of Protected Land and special rules apply to disposals by auction or formal tender and to disposals to certain associated companies. These include a restriction on the disposal (except with the consent of Ofwat) of Protected Land required for carrying out the Appointed Business. In addition, Ofwat can impose conditions on disposals of Protected Land including conditions relating to the manner in which the proceeds of a sale are to be used.

Given the purposes of the WIA (in particular, the purposes of the Special Administration regime and the restrictions on enforcement of security thereunder) and of Condition K of its licence, a Regulated Company would not expect to obtain the consent of the Secretary of State or Ofwat to the creation of any security over its Protected Land.

Security

Restrictions on the granting of Security

A Regulated Company's ability to grant security over its assets and the enforcement of such security are restricted by the provisions of the WIA and its licence. For example, both the WIA and the Licence restrict a Regulated Company's ability to dispose of Protected Land (as explained in the section "*Protected Land*" above). Accordingly, its Licence restricts a Regulated Company's ability to create a charge or mortgage over Protected Land.

In addition, provisions in a Regulated Company's licence require the Regulated Company at all times:

- (i) to ensure, so far as is reasonably practicable, that if a Special Administration Order were made in respect of it, it would have sufficient rights and assets (other than financial resources) to enable the Special Administrator to manage its affairs, business and property so that the purpose of such an order could be achieved; and
- (ii) to act in the manner best calculated to ensure that it has adequate: (i) financial resources and facilities; and (ii) management resources, to enable it to carry out its regulated activities.

These provisions have the indirect effect of further limiting the ability of a Regulated Company to grant security over its assets, in particular assets required for carrying out the Appointed Business, and by limiting in practice the ability to enforce such security.

Restrictions on the enforcement of Security

Under the WIA, the enforcement of security given by a Regulated Company in respect of its assets is prohibited unless the person enforcing the security has first given 14 days' notice to both the Secretary of State and Ofwat. If a petition for Special Administration has been presented, leave of the Court is required before such security is enforceable or any administrative receiver can be appointed (or, if an administrative receiver has been appointed between the expiry of the required notice period and presentation of the petition, before the administrative receiver can continue to carry out his functions). These restrictions continue once a Special Administration Order is in force with some modification (see the section "*Special Administration Orders*" above).

Once a Special Administrator has been appointed, he would have the power, without requiring the Court's consent, to deal with property charged pursuant to a floating charge as if it were not so charged. When such property is disposed of under this power, the proceeds of the disposal would, however, be treated as if subject to a floating charge which had the same priority as that afforded by the original floating charge.

A disposal by the Special Administrator of any property secured by a fixed charge given by the Regulated Company could be made only under an order of the Court unless the creditor in respect of whom such security is granted otherwise agreed to such disposal. Such an order could be made if, following an application by the Special Administrator, the Court was satisfied that the disposal would be likely to promote one or more of the purposes for which the order was made (although the Special Administrator is subject to the general duty to manage the company in a manner which protects the respective interests of the creditors and members of the Regulated Company). Upon

such disposal, the proceeds to which that creditor would be entitled would be determined by reference to the “best price which is reasonably available on a sale which is consistent with the purposes of the Special Administration Order” as opposed to an amount not less than “open market value” which would apply in a conventional administration for a non-Regulated Company under the Insolvency Act.

Within three months of the making of a Special Administration Order or such longer period as the Court may allow, the Special Administrator must send a copy of his proposals for achieving the purposes of the order to, *inter alios*, the Secretary of State, Ofwat and the creditors of the company. The creditors’ approval of the Special Administrator’s proposal is not required at any specially convened meeting (unlike in the conduct of a conventional administration under the Insolvency Act). The interests of creditors and members in a Special Administration are still capable of being protected since they have the right to apply to the Court if they consider that their interests are being prejudiced. Such an application may be made by the creditors or members by petition for an order on several grounds, including either: (i) that the Regulated Company’s affairs, business and property are being or have been managed by the Special Administrator in a manner which is unfairly prejudicial to the interests of its creditors or members; or (ii) that any actual or proposed act of the Special Administrator is or would be prejudicial. Except as mentioned below, the Court may make such order as it thinks fit, and any order made by the Court may include an order to require the Special Administrator to refrain from doing or continuing an act about which there has been a complaint. The exception referred to above is that the Court may not make an order which would prejudice or prevent the achievement of the purposes of the Special Administration Order.

Enforcement of Security over Shares in Regulated Companies

Under the WIA, the enforcement of security over, and the subsequent sale of, directly or indirectly, the shares in a Regulated Company would not be subject to the restrictions described above in relation to the security over a Regulated Company’s business and assets. Notwithstanding this, given Ofwat’s general duties under the WIA to exercise and perform its powers and duties, *inter alia*, to ensure that the functions of a Regulated Company are properly carried out, the expectation is that any intended enforcement either directly or indirectly of security over, and subsequently any planned disposal of, the shares in a Regulated Company to a third-party purchaser would require consultation with Ofwat. In addition, depending on the circumstances, the merger control provisions could apply in respect of any such disposal.

Economic Regulation

Overview

Economic regulation of the water industry in England and Wales was based on a system of five-year single price caps imposed on the amounts which a Regulated Company can charge to its customers. This was replaced with effect from 1 April 2015 with a system of four price controls (three for water only companies) covering water operations, waste operations, retail household and retail non-household. Thames Water had an additional fifth price control covering TWUL’s Enabling Works for the TTT Project. From 1 April 2020, this has been replaced by a system of six price controls (three for water only companies) (and of which only five are applicable to Thames Water) covering: water resources, water network plus, wastewater network plus, bioresources and residential retail. Thames Water has an additional (seventh) price control covering TWUL’s contribution to the TTT Project. The system retains its incentive-based properties, and each price control will operate for five years. In its report titled “*PR19 Final Determinations*”, published on 16 December 2019, Ofwat set out the final determinations for the five-year period from 1 April 2020. The general features of each of the controls are described further below and TWUL specific information relating to the 2019 Final Determination is set out in Chapter 5 “*Description of the TWU Financing Group*”.

Key features of the latest price control framework

The main features of the current five-year price control Asset Management Period (known as AMP7, the seventh control since privatisation in 1989) that has incentives for expenditure efficiency, a set of performance commitments, and most with financial incentives. AMP7 introduces within period adjustments to revenue for performance commitments (PCs) made by the company over activities such as leakage, the introduction of DPC, a gated process for the development of strategic water resources. In addition, there are end of AMP adjustment mechanisms applied correct for over or under revenue recovery at the end of the AMP.

Wholesale price controls

The five wholesale controls – in respect of water resources, water network plus, wastewater network plus, bioresources and the TTT Project are all based on an underlying RCV with allowed revenues indexed by CPIH inflation. Each control has an allowed level of Totex with incentives for efficiency and performance commitments supported in some cases with financial incentives. Save for the bioresources control, the wholesale controls have a revenue cap and share Totex out or under performance with customers. The bioresource control allowed revenue is based on a volume driver (the level of tonnes of dry solids) and Totex variations are not shared with customers.

Regulatory Capital Value: Under the methodology developed by Ofwat, the regulatory capital value of Regulated Companies is a critical parameter underlying the wholesale price controls set at Periodic Reviews. It represents the value of the capital base of the relevant price control for the purposes of calculating the return on the capital element of the determination. The value of the regulatory capital value to investors and lenders is protected against inflation by adjusting the value each year by RPI for 50 per cent. of the RCV existing as at 1 April 2020 and by CPIH for the remaining 50 per cent. of opening RCV plus additions to the RCV after 1 April 2020. Ofwat's projections of regulatory capital value take account of the assumed net RCV additions in each year of a Periodic Review Period, which are a function of the total expenditure over the period and the pay-as-you-go ("**PAYG**") ratio. The PAYG ratio is established for each price control in the Final Determination and reflects the proportion of total expenditure that is remunerated in the current price control period with the remaining non-PAYG Totex added to the RCV to be remunerated in future periods. The 2019 Final Determination establishes TWUL's RCV growth in 2020-25 at 11.5% (61.9% of its RCV will be indexed to CPIH in 2025). Ofwat will also bring forward £125 million of revenue from future periods. The remuneration of the RCV occurs through the RCV run-off, where the RCV is reduced by the RCV run-off that is included within the allowed revenues and the application of an allowed return on the RCV.

Revenue Forecasting Incentive ("RFI**"):** The AMP7 framework includes an incentive to set tariffs to closely recover the allowed revenue whilst also providing a protection mechanism so that any over or under recovery of revenue can be carried forward to the next year. Revenue forecasting errors of between ± 2 per cent. of allowed revenue attract no penalties. Should forecasting errors exceed 2 per cent., a penalty rate is applied to the amount of the error and this penalty charge will be deducted from allowed revenue with the usual two-year lag i.e., penalties relating to forecasting errors in 2020/21 would reduce allowed revenue in 2022/23. In the case where forecasting errors exceeded 6 per cent. of allowed revenue, TWUL would have to furnish an explanation to Ofwat in addition to incurring the penalty rate charge.

Ofwat have not committed to any changes to the RFI to relax forecasting accuracy penalties in light of Covid-19 (though TWUL raised the point that this should be considered in its PR19 Reconciliation Rulebook consultation response).

Revenue approach

In any year, TWUL estimates projected demand, and sets tariffs accordingly, to collect the appropriate amount of revenue, as specified in the Ofwat price control. To the extent that actual volumes differ from this estimate, revenue is over or under-recovered, compared to the revenue specified in the price control.

As discussed in the section titled “*Revenue Forecasting Incentive (“RFI”)*” above, TWUL has limited exposure to over or under-recovery in any year. Where there is over-recovery or under-recovery compared to the allowed revenue, this is reversed in a subsequent year, to leave TWUL in an overall neutral position. In terms of timing, there is a two-year lag between any over-collection or under-collection and the subsequent true-up. In this regard, under-collection this year (2020/21) will therefore be offset by an increase in allowed revenue in 2022/23.

TWUL does retain some exposure to bad debt risk. Where revenue has been earned from households, but is not collected, TWUL recognises a bad debt cost – for further details see section titled “*Bad debt and non-recovery of customer debt*”.

Bad debt from business customers is a cost to the non-household retailers, and not TWUL. However, TWUL does retain some bad debt exposure should a non-household retailer default (for a further description see (see section titled “*Competition in the Water Industry*”)). In such a scenario:

- TWUL’s gross exposure reflects the amount of revenue that has not been paid for by the termination date of the retailer that defaults. The following mechanisms are in place which protect the wholesaler by reducing this gross exposure.
- To the extent that TWUL has not invoiced the retailer for the water consumed, it will be able to recover the lost revenue back within the AMP, under the revenue forecasting incentive mechanism (equivalent to the true-up mechanism where demand is reduced). Whilst this is consistent with Ofwat’s publication titled “*Covid-19 and the business retail market: Proposals to address liquidity challenges and increases in bad debt*” (published on 30 April 2020), the regulations do not currently explicitly cater for such a scenario. As such, an amendment to the regulatory methodology of reconciliations will be required, necessitating Ofwat to carry out a consultation.
- To the extent TWUL has invoiced the retailer (typically around two months of revenue by the termination date of the retailer, plus any earlier invoiced amounts where payment has been deferred beyond the normal credit terms), TWUL will be able to call upon the collateral that the retailer has provided (which may typically be between 30 and 50 days of revenue).
- For the remaining exposure (i.e., the amount TWUL has invoiced, less the collateral), this will be treated as wholesale expenditure. Any such change to wholesale expenditure is shared with customers through the cost sharing mechanism, with the company bearing up to 75% of the additional cost. The customer sharing element is delivered via an end of AMP adjustment (affecting a combination of opening AMP8 RCV, and AMP8 revenue).

TWUL’s potential exposure is increased where the retailer makes use of the Ofwat proposed Covid-19 related liquidity provisions, which allow the retailer to defer some payments (see Ofwat’s publication titled “*Covid-19 and the business retail market: Proposals to address liquidity challenges and increases in bad debt*”, referred to above, for details). Ofwat has introduced a cap on wholesalers’ net exposure due to this increase. Under the cap, the increase in TWUL’s remaining net exposure will be limited to TWUL’s average monthly charge to the defaulting retailer, although the precise mechanism has not yet been determined.

Non-household market and Covid-19

Regulators, operators and other stakeholders in the business retail market have taken several steps to ensure the on-going viability of both wholesalers and retailers. Likewise, action has also been taken to protect the business customers active in the market. Business customers who were forced to temporarily close due to lockdown restrictions were marked with a Covid-19 vacancy flag and this extended to those whose water usage dropped to below 5% of normal levels. This paused the accruing of charges for these customers and so temporarily removed the need for them to pay for their water and wastewater services. The retailers in the market were likewise afforded

protection by Ofwat and MOSL, the market operator (for a fuller description see section titled “*Competition in the Water Industry*” as deferral of the payment of wholesale charges was permitted for those who opted in. All deferred amounts that are still due must be fully paid back by 31 March 2021. Wholesalers have been able to call upon the collateral that retailers have in place as a condition of participating in the business retail market. To provide further protection to wholesalers in this regard, levels of collateral throughout the period in which special measures were in place were maintained at those that applied before Covid-19 struck.

The regulator made it clear that the financial position of retailers in the market would be protected only to the extent that it did not have an adverse impact on the financial viability of wholesalers. Regardless, the combined effect of the use (and in some cases misuse) of vacancy flags, consumption estimates being materially downturned (in some cases without sufficient justification) and payments from retailers being deferred will have a material impact on the TWUL non-household wholesale revenues and cash collection in 2020-21. On 28 January 2021 Ofwat confirmed after a consultation, that, if customer bad debt costs across the market exceeds 2% of turnover, Ofwat would provide regulatory protections for a portion (but not all) of this additional exposure. This would be calculated based on their understanding of the historical level of bad debt (calculated to be 1%). These measures are likely to remain until other Government measures to protect businesses are in place. This policy reduces TWUL’s exposure to Covid-19 induced by supplier failure.

Retail price control

The household retail control differs from the wholesale controls in that there is no underlying RCV, and it is set in outturn prices i.e., there is no inflation indexation of allowed revenues. There is no cost variation sharing with customers. The household retail allowed revenue has a volume driver that reflects changes to the number of connected properties.

Other features of the AMP7 framework

Performance commitments and adjustments to revenue to reflect performance: The AMP7 framework introduces a revised system for incentivising service performance by TWUL. Ofwat identified 15 common performance commitments, which apply to all water and wastewater companies and each company has identified and developed several of its own bespoke commitments.

The performance commitments increase focus on relative performance and reputational impact. Most performance commitments have associated outcome delivery financial incentives (ODIs). Those performance commitments that are most important to customers have greater ODI financial and reputational impact, which reward the company if it exceeds its commitments and penalises it if it fails to achieve them. For most performance commitments the rewards and penalties associated with performance are reflected in adjustments to allowed revenues with a two-year lag and so are adjusted within the control period.

Direct Procurement for Customers (DPC): Ofwat has introduced a framework to allow large projects, typically in excess of £100 million, to be bid for by external parties. The external parties, known as competitively appointed providers, will potentially own, finance and operate the new assets and contract with the incumbent water and wastewater company to provide services. Contracts are expected to last for 15 to 25 years. The charges for the services will be added to allowed revenues and the incumbent will remain responsible for the provision of services to customers.

Strategic Water Resources: Ofwat have introduced and funded a gated process to encourage the development of strategic water resources. This allows a wide range of potential projects to develop to the stage where they could be implemented, providing they pass each of the development “gates”. If a project fails any gate, future funds, subject to any cost incentive mechanism, are returned to customers.

Gearing sharing mechanism: The AMP7 framework includes a mechanism to share the benefits of high gearing with customers. In practice, for companies with gearing in excess of 70 per cent. a penalty adjustment will be made to allowed revenues in AMP8.

PR24 Price Control

Ofwat has published its initial views, for consultation, on its general approach to the next price control starting in 2025. The proposals are very much a continuation and refinement of the themes identified in PR19. They outline the high-level ideas to solve the trilemma between creating value for customers, communities, and the environment. This is in the context of climate change, growing customer expectations and affordability as key challenges. Ofwat has set out its focus areas and objectives:

1. Focus on the long term,
2. Deliver greater environmental and social value,
3. Refining the understanding of customers and communities, and
4. Deliver improvements through efficiency and innovation.

Ofwat proposes to further develop markets for developer services, bioresources, water resources and the provision of large infrastructure and reduce discharges from the wastewater network.

Ofwat is developing its assessment of risk and return for PR24. It is suggesting the following:

- refine its risk framework, reducing complexity where appropriate.
- look at whether it can improve its understanding of risk
- think about updating its approach to estimating the allowed return on capital. It will consider whether to index the allowed return on equity, to protect customers and shareholders from forecasting risk, as well as reviewing the role of balance sheet and index data in setting the allowed return on debt
- explore its approach to financeability, taking account of how it can define the notional capital structure, and considering ways of incentivising financial resilience to protect customers from the adverse outcomes of risky financial structures; and
- consider a further transition towards full CPIH indexation, to further reduce reliance on RPI.

For allowed return, Ofwat will consider the Energy RIIO-2 price controls and the latest CMA determinations of March 2021 and forthcoming appeals from the gas distribution and electricity transmission networks. The CMA proposed higher returns for the companies that appealed against Ofwat's FD, including Bristol Water, which was recently acquired by Pennon at a substantial premium to RCV. This does not of course guarantee a long-term change of policy by Ofwat or the CMA.

Reconciliation Rulebook

A PR19 reconciliation rulebook was published in December 2020. It will be similar to the final amended PR14 reconciliation rulebook that was issued by Ofwat on 4 October 2016. The reconciliation rulebook will set out how Ofwat proposes to reconcile incentives, which were set as part of the 2019 Final Determination and reconcile company performance at the price review in 2024.

The rulebook includes provisions as to how Ofwat will manage:

- ODIs, which provide companies with rewards for achieving stretching performance targets and compensate customers if performance is below performance targets;

- wholesale total expenditure (Totex) sharing, where company overperformance and underperformance is shared with customers;
- wholesale revenue forecasting incentive mechanism, which provides financial incentives for companies to provide accurate forecasts, and ensures under-recovery and over-recovery is reconciled;
- any outstanding reconciliations from the previous price control (blind year adjustments); and
- household retail, where the total revenue allowance is adjusted for actual customer numbers.

Other general features of economic regulation

Restrictions on charging: Under the WIA, Regulated Companies must charge for water supplied, or sewerage services provided, to dwellings in accordance with a charges scheme and must comply with any requirements prescribed by the Secretary of State by regulations. Regulated Companies are prohibited from disconnecting dwellings and certain other premises for non-payment of charges for water supply.

Bulk Supply and special agreement charges: Bulk supplies, special agreements and access prices are special price terms that fall outside the standard tariffs that are outlined in TWUL's charges schemes.

Bulk supplies are a supply of water (potable or non-potable) and/or sewerage services from one appointed company to another. They can be from:

- an incumbent water undertaker to another incumbent undertaker (also referred to as a 'bulk transfer' or 'water trade'); or
- an incumbent undertaker to an appointee under a new appointment and variation (NAV) arrangement that serves a new development or large non-household user (a NAV is also referred to as an inset appointment).

Special agreements are made between non-household customers and a supplier where the relevant large user tariff is not in place.³ These include trade effluent agreements.

Where a party applies to Ofwat for the bulk supply to be made or determined, Ofwat may order a supplier to enter into a bulk water supply agreement, under such terms and conditions as Ofwat specifies. Ofwat can only make an order if it is satisfied that the bulk supply is necessary for securing the efficient use of water resources and where it is satisfied that the parties are unable to come to an agreement themselves.

Interim Determination of a price control

Under certain circumstances both the Regulated Company and Ofwat may apply for an interim determination between Periodic Reviews. An application for an interim determination can be made in respect of the following:

- Relevant Changes of Circumstance (i.e., a change in legal requirement, disposals of land and failure to achieve an output specified in the most recent determination);
- Notified Items (as defined in Ofwat's determination); and/or
- Other circumstances that have occurred which have a substantial favourable or adverse effect.

The terms of what items and costs are reasonably recoverable (including thresholds for triviality and materiality) are set out in detail in Condition B of the Regulated Company's licence.

References to the CMA: If Ofwat fails within specified periods to make a determination at a Periodic Review or in respect of an interim determination or if the Regulated Company disputes its determination, the Regulated Company may require Ofwat to refer the matter to the CMA for determination by it after making an investigation. The CMA must make its determination in accordance with any regulations made by the Secretary of State and with the principles which apply, by virtue of the WIA, in relation to determinations made by Ofwat. The decisions of the CMA are binding on Ofwat and the Regulated Company. There is scope for this arrangement to change with the proposed reforms in “*Reforming Competition and Consumer Policy*” (July 2021) though it is not clear what measures will eventually be placed in legislation.

Environmental Regulation

Principal English Law

The water industry is subject to numerous regulatory requirements concerning human health and safety and the protection of the environment. Non-compliance with many of these requirements may potentially constitute a criminal offence. The application of sentencing guidelines for environmental offences by the courts has led to increases in record fines for large utility companies (including water companies) in the UK over recent years. This has in turn driven an increased focus on compliance with environmental laws and environmental permit conditions. It has also increased focus on environmental compliance issues at a senior management and boardroom level. Despite the above, the Regulatory Enforcement and Sanctions Act 2008 (as amended) (“**RESA**”) allows the Secretary of State to confer powers on the regulators to impose civil penalties (such as fixed monetary penalties) on businesses as an alternative to criminal prosecution in relation to several environmental offences. Through the Environmental Civil Sanctions (England) Order 2010 the Secretary of State conferred these powers on the EA. One particularly common sanction is the use of enforcement undertakings, which is a voluntary agreement offered by entities which have committed an environmental offence. The undertaking contains measures to restore any environmental harm done as well as steps to ensure future compliance. Whilst adverse publicity related to court hearings may therefore be lessened, the EA will be required to publish details of any sanctions imposed. The EA, in its report on “The state of the environment: water quality” dated February 2018, expressed its view that there “are still far too many serious pollution incidents” in the UK. Its ambition is to create a cleaner, healthier and better managed water environment. As part of this strategy, the EA’s expectation is that water companies continue to reduce pollution incidents from sewer systems and sewage treatment works. The EA continues to focus on pollution incidents. In “Water and Sewerage Companies in England: environmental performance report” for 2019 published 2 October 2020, the EA notes that in the previous two years the expected reduction in pollution incidents has not been achieved. The EA requested that in 2020 all water companies develop, publish and implement Pollution Incident Reduction Plans. The EA will scrutinise and monitor their delivery and challenge companies where necessary to ensure they achieve the required reductions.

Environmental Permitting Regime

The Environmental Permitting (England and Wales) Regulations 2016 (the “**Environmental Permitting Regime**”) came into force on 1 January 2017 and consolidated the environmental permitting system in England and Wales previously dealt with under the Environmental Permitting (England and Wales) Regulations 2010. The Environmental Permitting Regime states that operators require an environmental permit to operate a regulated facility or cause or knowingly permit a water discharge activity or groundwater activity. Under the Environmental Permitting Regime, it is a criminal offence for a person to cause or knowingly permit any poisonous, noxious or polluting matter or trade or sewage effluent to enter controlled waters (including most rivers and other inland and coastal waters) other than in accordance with the terms of an environmental permit.

Principal EU Law and UK's departure from the EU

The activities of Regulated Companies are affected by the requirements of legislation which originally stemmed from EU Directives. Such EU Directives include the Water Framework Directive (2000/60/EC) (the “**Water Framework Directive**”), the Urban Waste Water Treatment Directive (91/271/EEC) (the “**UWWTD**”) and the Industrial Emissions Directive (2010/75/EU) (the “**IED**”) which are discussed below. The UK left the EU on 31 January 2020 (“**exit day**”) and is no longer an EU member state. The UK-EU withdrawal agreement came into force on exit day and provided for a transition period until 31 December 2020. At the end of the transition period a new body of retained EU law was created under the EUWA. Generally, EUWA: (i) retained EU-derived domestic legislation (including UK legislation that implements EU Directives); and (ii) saved and converted into UK law most directly applicable EU legislation. The body of retained EU law includes UK legislation that implements the Water Framework Directive, the UWWTD and the IED.

The UK Government has stated its commitment to maintaining environmental standards and international obligations from 1 January 2021 with the UK departure from the EU and the end of the transition period after Brexit. Existing EU environmental laws will continue to operate in UK law with references to EU legislation removed and the transfer of powers from EU institutions to UK institutions. The new principal institution will be the Office for Environmental Protection (OEP), an independent statutory body. The OEP will oversee compliance with environmental law and will be able to bring legal proceedings against water companies, government and public authorities if necessary. The OEP will also scrutinise and advise government. Environmental principles will guide future government policy.

Water Framework Directive

The Water Framework Directive (“**WFD**”) rationalised existing EU water legislation to provide a framework for the protection and improvement of ground, inland and coastal waters and to promote sustainable water consumption. The WFD was transposed into English and Welsh law by the Water Environment (Water Framework Directive) (England and Wales) Regulations 2003 which came into force on 2 January 2004. These Regulations were amended and replaced by the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017. The WFD requires, amongst other things, that Member States produce river basin management plans. These plans were required to be produced by December 2009 and updated by December 2015 and every 6 years thereafter. The river basin management plans include measures that Regulated Companies and other parties will need to undertake to achieve the objectives of the WFD. The next update to the plan is to be published in December 2021. The EA website states that its review and update of the current river basin management plans is underway, and the EA expect that the consultation on the draft river basin management plans will start in 2021.

In England, the EA is responsible for monitoring and reporting on the objectives of the WFD on behalf of government. The EA works with Ofwat, local government, non-governmental organisations (“**NGOs**”) and a wide range of other stakeholders including local businesses, water companies, industry and farmers to achieve the objectives of the WFD. Some measures specific to the WFD for the final River Basin Management Plans covering 2015-2021 have been delivered and further measures totalling nearly £300 million of Totex are currently being planned for delivery in AMP7. A further £180 million of investment could also be required beyond what is funded in the AMP7 Final Determination, however a mechanism to recover this Totex has been agreed with Ofwat, should the need arise. Overall, the requirements originally imposed by the WFD are expected to continue having a significant impact on Regulated Companies in the longer term. For example, it may result in further limitations on abstraction licences and restrictions on discharge consents, particularly in terms of additional stringent consent limits for trace chemicals, such as pharmaceutical residues, that are not easily or adequately removed by current treatment processes. This could cause Regulated Companies to incur material expenditure. As there is a timetable mismatch between WFD and Periodic Review process there is a small risk that further investment could be required within Periodic Review periods that could not be recovered through the Totex recovery mechanism although TWUL would seek to postpone investment to the next period wherever possible. To comply with the WFD, the

UK should have ensured that all their waters achieve at least “good status” by 2015, or, on the grounds that achieving a ‘good’ status is either disproportionately costly or technically unfeasible, set out alternative standards and/or a timetable for the achievement of these by no later than 2027. Current achievement (less than 20 per cent. of water bodies) and many areas without plans in place for achieving good status implies, if not long-term noncompliance, then either a substantial relaxation of objectives or further investment cycles with considerable investment in the future.

Priority Substances Directive

The WFD also has ‘daughter Directives’ of which the one most likely to drive substantial investment is that regarding Environmental Quality Standards (2008/105/EC, usually referred to as the “**Priority Substances Directive**”). It was amended by Directive 2013/39/EU to include additional parameters and continues to represent a compliance (and hence investment) risk in that full compliance might only be achieved by the installation of the equivalent of drinking water treatment at the sewage treatment works. Under the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017 the Secretary of State and the EA (amongst others) must exercise their relevant functions to ensure compliance with the Environmental Quality Standards laid down in the Priority Substances Directive (as amended). However, to date only two sites have been specified for specific upgrades and for many others the excessive costs have not been justified to date by sufficient benefits. TWUL’s obligations also include delivery of a share of a further national comprehensive sampling and research programme, Chemical Investigations Programme (3). This is expected to identify further sites that will need investment and will also consider the impacts of microplastics and anti-microbial resistance. This work will continue for the duration of AMP7, until March 2025.

Industrial Emissions Directive

The Industrial Emissions Directive (“**IED**”) came into force on 6 January 2011 and is implemented through the Environmental Permitting Regulations regime in England and Wales. Under the IED, activities which lead to the disposal and/or recovery of non-hazardous waste must be permitted, unless these activities are covered by the UWWTD (known as the UWWTD exemption). In 2014 the EA set out an interim position statement that deferred the need for water companies to submit permit applications for sewage sludge digestion at sewage treatment works. However, in July 2019 the EA confirmed that they would be implementing the aspect of the IED that requires a permit for biological treatment of sludge above IED thresholds. 2 sites are already permitted to this level and TWUL is in discussion with the EA regarding the remaining 10 sites it has been agreed that these sites will be permitted by August 2022.

EU Floods Directive

Directive 2007/60/EC of the European Parliament and of the Council of 23 October 2007 on the assessment and management of flood risks (“**EU Floods Directive**”) was adopted by the European Council and entered into force on 26 November 2007. The aim of the EU Floods Directive was to establish a framework for the assessment and management of flood risks, aiming to reduce the adverse consequences to human health, the environment, cultural heritage and economic activity. The EU Floods Directive required Member States to firstly carry out a preliminary flood risk assessment by 22 December 2011, which included considering historic floods and where similar future events might be envisaged. Based on such assessment, Member States were then required to identify each river basin district (or similar) for which potential significant flood risks exist or might be considered likely to exist. For such areas, Member States were then required to draw up flood risk maps by 22 December 2013 and establish flood risk management plans focused on prevention, protection and preparedness by 2015. The EU Floods Directive applies to inland waters as well as all coastal waters across the whole territory of the EU. The EU Floods Directive shall be carried out in coordination with the WFD, notably by flood risk management plans and river basin management plans being coordinated, and through coordination of the public participation procedures in the preparation of these plans. All assessments, maps and plans prepared shall be made available to the public. In

March 2016, the Environment Agency published seven flood risk management plans for the seven river basin districts solely in England.

The EU Floods Directive was implemented into English law through the Flood Risk Regulations 2009 and the Flood and Water Management Act 2010 (“**FWMA**”). The key requirements within the FWMA are the requirement for the EA to create a National Flood and Coastal Erosion Risk Management Strategy, which several organisations must follow; the requirement for leading local flood authorities to create local flood risk management strategies; and a requirement for relevant authorities to co-operate in the exercise of their flood and coastal risk management functions. The FWMA included several amendments to other legislation, which introduced, amongst other things, a revised approach to reservoir management; changes to the arrangements that would apply should a water company go into administration; an increased ability for water companies to control non-essential uses of water, such as the use of hosepipes and an ability for water companies to offer concessions to community groups for surface water drainage charges.

Competition in the Water Industry

General

Each Regulated Company currently effectively holds a geographic monopoly within its appointed area for the provision of water operations and sewerage services although there is some limited competition and in respect of its retail activities, there is competition in respect of all non-household customers (except in Wales). Ofwat has stated that it will use its powers under the Competition Act to investigate and prohibit anti-competitive practices and abuses of a dominant position to ensure a level playing field in the industry. Ofwat has a duty to consider whether the exercise of its powers under the Competition Act is more appropriate before using its powers under the WIA to promote competition.

The current main methods for introducing competition are:

- (a) since 1 April 2017, all non-household customers in England may choose their water and/or sewerage retailer. TWUL has exited this market and is no longer permitted by its Instrument of Appointment to operate in the non-household retail market;
- (b) new appointments and variations (NAV)s, where one company can replace another as the statutory undertaker for water and / or sewerage services in a specified geographical area within the other Regulated Company’s appointed territory. NAVs can be granted to a company seeking to provide water and/or sewerage services on an unserved site, or in respect of a site with water and/or sewerage services within an existing Regulated Company’s area where at least 50 megalitres of water are supplied or likely to be supplied to particular premises wholly or mainly in England in any 12-month period or where the incumbent Regulated Company agrees to transfer part of its service area to a different company. The NAV mechanism continues alongside the regime for licensing new entrants under the Water Act 2014;
- (c) facilitating developers, or their contractors, to provide new water mains and service pipes instead of asking Regulated Companies to do the work (“**self-lay**”). The Water Act 2003 introduced a statutory framework for self-lay;
- (d) the Water Act 2003 introduced a statutory framework to allow water supply licensees to introduce water into the undertaker’s supply system to supply water to its customer’s eligible premises (also known as “common carriage”). All Regulated Companies maintain network access codes which set out the conditions, including indicative access prices, under which licensees may introduce water into their networks. A water supply licensee may challenge the terms of access, in particular access prices to the Regulated Company’s network under the Competition Act;

- (e) cross-border supplies (raw/treated water and sewage/bioresource) where a customer in an area adjacent to a neighbouring Regulated Company's service area can connect to another Regulated Company's network and receive a supply;
- (f) private suppliers or private sewers including on-site water and effluent treatment;
- (g) a market operator (MOSL) for the non-household retail market in England that processes transactions, facilitate new companies to enter the market and ensure Water companies are held to account for their performance. MOSL administers a code with retailers, wholesalers, customer's and stakeholders that modify identify – and implement – ways to improve the market;
- (h) eligible customers are also able to choose to self-supply their own premises. The customer buys water supply and wastewater services from the water company and provides their own retail services;
- (i) Ofwat has concurrent powers with the CMA to apply UK competition law on anti-competitive practices and abuses of a dominant position to ensure a level playing field in the industry. In March 2017, Ofwat published guidance on its approach to applying the Competition Act and the corresponding provisions in Articles 101 and 102 of the Treaty on the Functioning of the European Union in the water and wastewater sector in England and Wales; and
- (j) from 2020, emerging markets in water resources, bio-resources, leakage detection and demand management.

Merger Regime

The CMA has a duty to refer for a second phase investigation completed mergers or anticipated mergers between two or more water enterprises where the value of the turnover of the water enterprise being taken over, and at least one of the water enterprises already belonging to the person making the takeover, are greater than £10 million, unless the CMA believes that:

- for anticipated mergers, the arrangements are not sufficiently far advanced or not sufficiently likely to justify a reference;
- the water merger has not prejudiced, or is not likely to prejudice, Ofwat's ability in carrying out its functions to use comparative regulation; or
- the water merger has prejudiced, or is likely to prejudice, Ofwat's ability to make comparisons between water enterprises, but that this prejudice is outweighed by relevant customer benefits (RCBs) relating to the merger.

The relevant turnover for these purposes is limited to the provision of services as a water or water and sewerage company, i.e., the 'regulated' turnover.

Before making a first phase decision, the CMA must consult with Ofwat.

Where the CMA is under a duty to refer a water merger for a second phase investigation it may accept undertakings in lieu ("UILs") to remedy, mitigate or prevent the merger's prejudicial effect on Ofwat's ability to make comparisons between water enterprises. When forming a view on UILs, the CMA must consider the need to achieve as comprehensive a solution to that effect on Ofwat as is reasonable and practicable. Moreover, the CMA must request and consider Ofwat's opinion on the effect of the offered UILs.

Remedies imposed by the CMA may be structural (total or partial prohibition of a proposed merger; total or partial divestiture of the acquired water enterprise; or divestiture of another water company held by the acquiring company) or behavioural, such as amendments to a Regulated Company's licence (for instance regarding the provision of information) or a requirement to maintain separate management. In deciding on remedies, the CMA

may have regard to any relevant customer benefits (in the form of lower prices, higher quality, greater choice or innovation) of the merger under consideration. The CMA takes the final decision on remedial action, and this decision can be appealed to the Competition Appeals Tribunal by any person sufficiently affected by the decision. Depending on the size of the parties involved, such mergers may require notification to the European Commission under the EU merger regime. In such circumstances, the CMA may still be able to investigate the effect of the merger, in order to protect the UK's legitimate national interests.

Furthermore, the Water Act 2014 also imposes a duty on the CMA to keep under review and advise the Secretary of State on both the £10 million threshold and the conditions under which the CMA must refer water mergers. In July 2017, one merger (Severn Trent Plc / Dee Valley Group plc) took place under this new regime with the remaining mergers of water companies having been reviewed by the CMA under the general merger regime. In June 2021, the CMA announced that it was opening an investigation into the completed acquisition by Pennon Group plc of Bristol Water Holdings UK Limited.

In cases of an acquisition of a Regulated Company by a company which is not already a Regulated Company or where the special water merger regime does not otherwise apply, general merger control rules apply. These may call for discussion with the CMA as well as Ofwat. The CMA has the power to investigate an anticipated or completed merger which meets the relevant thresholds, namely where the acquired enterprise generates turnover in the UK of £70 million or more, or the acquiring and acquired enterprises supply or acquire at least 25 per cent. of the same goods or services supplied in the UK (or a substantial part thereof) and the merger increases that share of supply. The CMA must refer a transaction for a second phase investigation if the transaction could be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services. In its investigations, the CMA will consult with Ofwat.

The Secretary of State, in certain limited circumstances, may also refer a merger to the CMA for a second phase investigation into whether the arrangement could be expected to operate against the public interest. Depending on the size of the parties involved, such mergers may require notification to the European Commission under the EU merger regime. In such circumstances, the CMA may still be able to investigate the effect of the merger, in order to protect the UK's legitimate national interests.

A BIES consultation paper was published in July 2021 "*Reforming Competition and Consumer Policy*". It seeks to streamline the investigation processes of UK merger control. This includes institutional reform, jurisdiction of merger control and the operation of the fast-track process. There is no indication from this document that the Water merger regime will be changed in future legislation but the policies surrounding it might change.

Regulatory Developments

Water Act 2014

The Water Act 2014 aims to implement legislative changes to strengthen the water sector's ability to respond to the challenges of a growing population. It also aims to offer consumers more choice by enabling them to easily switch water and sewerage suppliers through the removal of existing regulatory barriers for new entrants to the market.

The Water Act 2014 is intended to modernise Ofwat's regulatory powers to allow it to continue to regulate the industry in the interests of consumers and will extend the scope of the Environmental Permitting regime (overseen by the Environment Agency) to include water abstraction and impounding licences and align the frequency of drought planning to a five-year cycle, so it aligns with other water planning cycles.

The Water Act 2014 further includes provisions for, among other things:

- (a) facilitating bulk supply agreements and mains connection agreements by revising the rules relating to bulk charges imposed by water undertakers;

- (b) modernising Ofwat’s regulatory powers to allow it to continue to regulate the industry in the interests of consumers and extending the scope of the EA’s Environmental Permitting regime to include water abstraction and impounding licences and to align the frequency of drought planning to a five-year cycle so it aligns with other water planning cycles;
- (c) expanding the water supply licensing regime to introduce sewerage licences and wholesale (non-retail) supply licences, and to facilitate the creation of a cross-border retail market between England & Wales and Scotland; varying some disincentives to water company mergers;
- (d) introducing changes to the general regulation of the water industry, e.g., providing for a new statutory “resilience objective” of Ofwat – “...to secure that water and sewerage undertakers take steps for the purpose of enabling them to meet, in the long term, the need for the supply of water and the provision of sewerage services to consumers, including by promoting appropriate long-term planning and investment by relevant undertakers...”;
- (e) enabling the Secretary of State to pass regulations setting out standards of performance for water companies and for the payment of compensation to customers where they fail to meet these standards;
- (f) allowing penalties to be imposed on water companies for licence breaches for five years (rather than 12 months) after the breach;
- (g) allowing Ofwat to amend water companies’ licence conditions to reflect the reforms in the Water Act 2014 (subject to consultation with affected water companies and the Secretary of State); and
- (h) reforming the special water merger regime by introducing exceptions to the obligation on the CMA to refer water mergers to a second phase investigation and enabling the CMA to accept undertakings in lieu of a reference.

Exit Regulations

The Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016 (the “**Exit Regulations**”), which came into force on 3 October 2016, provide for water and sewerage undertakers whose areas are wholly or mainly in England to apply to the Secretary of State for permission to exit the non-household retail market in their area of appointment.

Pursuant to the Exit Regulations, TWUL notified the Secretary of State that it would exit its non-household retail activities. On 13 April 2017, the Secretary of State granted permission for TWUL to withdraw from the non-household retail market by transferring its retail non-household business to Castle Water (effective on 1 April 2017). TWUL is consequently prohibited from providing retail services to any new non-household customers that arise in its area of appointment.

Regulatory Accounting Guidelines

In February 2021 Ofwat published an updated Regulatory Accounting Guidelines summarising the changes made to the regulatory accounting guidelines that water and wastewater and water-only companies in England and Wales must follow in preparing their annual performance reports. The annual performance reports show both operational and financial information that companies are required to publish about their regulated activities. This is in addition to any statutory accounts required in the UK under the Companies Act 2006.

In January 2021, Ofwat published ‘Bulk charges for new appointees - guidance on our approach and expectations’, which replaced its 2018 guidance on bulk supply and discharge pricing. In addition, Ofwat issued updated Charging Rules for New Connection Services and Charges Scheme Rules in April 2020, which changed the way in which infrastructure charges are calculated and how discounts and payments against developer charges are applied. The purpose of these changes is to try to level the playing field between Regulated Companies, developers

and new inset appointees. The changes are to support a vibrant and competitive market for developer services. They are designed to be financially neutral for developers overall (so that in many cases credits from income offset will exceed infrastructure charges) and are supported by complementary new requirements to support bill stability. For PR24 Ofwat commissioned a paper from the economic consultants CEPA outlining some of the options available to them related to the development of further regulation in this area. They suggested a more fundamental change in the approach to regulating developer services at PR24 that would be more reliant on ‘backstop’ regulation of contestable developer services would be a route to encouraging further. Contestable developer services would be excluded from the network plus price controls but would initially be subject to a capped profit margin (either zero or position and Non-contestable work would be expected to remain within the scope of the wholesale network plus price control.

The Retail Exit Code

In July 2019, Ofwat published “Future protections for business retail customers: Decision on Retail Exit Code – price protections”. The Retail Exit Code (“REC”) places limits on the price and non-price terms that retailers can place in their schemes of terms and conditions for deemed contracts.

Updated guidance on trading and procurement codes

In May 2018, Ofwat released updated guidance on trading and procurement codes titled “Trading and procurement codes – guidance on requirements and principles”. This guidance covers the requirements and principles that must be addressed in trading and procurement codes for water companies to claim water trading incentives for new trades. Ofwat has revised its guidance to reflect market developments and to provide greater clarity on the requirements for claiming incentives for new trades from 2020-2025. Ofwat has streamlined the approval process for new codes, which will now involve a four-week public consultation and, if no comments are received, automatic approval. Ofwat required existing codes to be updated to align with the revised guidance by June 2020. TWUL is updating its code for 2021/22.

Ofwat Leakage Investigation

Please see the section above entitled “*Performance Commitments and Incentives*” regarding the outcome of the Ofwat Leakage Investigation in 2018 and the current progress in connection therewith.

Ofwat Freeze-Thaw Investigation

In March 2018, Ofwat wrote to TWUL and other water companies in England and Wales with a detailed list of questions in relation to Winter 2017/2018 freeze-thaw events. In their letter, Ofwat requested information in relation to planning and preparation for such events, incident response, communication and support, impact on customers and compensation arrangements and reflections and lessons learned from the experience. TWUL responded to those questions in April 2018 and has sought to reflect the learnings through its operational processes. In November 2018, Ofwat wrote to TWUL and to other water companies impacted by the Winter freeze-thaw events, with recommendations for improvements to several processes, which TWUL is implementing.

Ofwat Competition Act Investigation

Please refer to the section titled “*Litigation*” for details of the on-going investigation by Ofwat under the Competition Act 1998 in relation TWUL’s approach and policies around installation of digital smart meters and data logging devices.

Grenfell Tower Inquiry

TWUL is participating in the Grenfell Tower Inquiry as a Core Participant. The Inquiry's Phase 1 Report was published on 30 October 2019 and the UK Government published its formal response to the Phase 1 Report and the Chairman's recommendations on 21 January 2020. The formal response did not include any interim recommendations that were relevant to TWUL. The Inquiry's Phase 2 hearings commenced on 27 January 2020; the hearings for Module 5 of Phase 2, which will consider the issue of water supply, are currently due to be held in September/October 2021. The Inquiry's water expert, Dr Stoianov, will give evidence during the hearings and his report will be considered.

Customers' Interests

Guaranteed Standards Scheme

The Guaranteed Standards Scheme ("GSS") is underpinned by regulations made under sections 38(2) to (4), 95(2) to (4) and section 213 of the WIA, which prescribe minimum levels of service in matters such as the keeping of appointments with customers, dealing with enquiries and complaints from customers, giving notice of interruption of supply, installation of meters and flooding from sewers.

If a Regulated Company does not meet any of the prescribed standards, the customer is entitled to compensation, normally in the region of £20 for domestic customers and £20 or £50 for business customers (although, in the case of sewer flooding, it can be up to £1,000) within 10 working days of the incident. The availability of such compensation is in addition to the availability of any other remedy the customer may have. It should be noted that the TWUL's guaranteed standards scheme is an enhancement of the obligatory statutory scheme in that it offers higher payments for some claims as well as some additional non-statutory guarantees.

The Water Act 2014 extends guaranteed service standards (minimum service standards and payments for service failures) for household and non-household customers to all licensees operating in the retail market. They are periodically updated, the latest of which was introduced in April 2020. The changes predominately relate to updating compensation for interruptions to water supply.

Code for Adoption Agreements

In its "Code for Adoption Agreements" of November 2017, Ofwat required Regulated Companies operating mainly in England to agree, in consultation with developers and self-lay providers, a standard set of arrangements for adopting water and sewerage infrastructure laid by developers.

The new codes for Water and Sewerage adoptions went live in January 2021. One of the requirements for companies is to provide "redress" for failing to meet certain standards in the self-lay process. This "redress" will typically take the form of reimbursement of any application and design fees for that job. The code also outlines how compensation for consequential loss can be claimed but this is not a new obligation.

Strategic regional options (SRO) and RAPID

Under PR19 Ofwat identified 17 cross-company, strategic water resource solutions, proposed in the latest water resources management plans and company business plans, which will be vital over the next 5 to 15 years to meet future demands.

For the Final Determination Ofwat allocated up to £469 million for companies to investigate and develop integrated strategic regional water resource solutions during 2020-25. This funds Thames Water to develop solutions on behalf of customers that are 'construction ready' for the 2025-2030 period, and that protect and enhance the environment and benefit wider society. £179 million of the funds were allocated to Thames Water for projects it will undertake with other companies.

Coupled with this proposal, RAPID, a new organisation sponsored by Ofwat, has been formed to help accelerate the development of these new water infrastructure and design future regulatory frameworks. It consists of a joint team drawn from the three water regulators Ofwat, Environment Agency and Drinking Water Inspectorate. It seeks to provide a seamless regulatory interface, working with the industry to promote the development of national water resources infrastructure that is in the best interests of water users and the environment.

SRO Scheme	Thames Allocation (millions)	Total Allocation (millions)
Abingdon Reservoir	£81.1	£121.7
London effluent reuse	£62.9	£62.9
River Severn to River Thames Transfer	£22.2	£66.6
Thames Water Southern Water Transfer	£7.5	£15.0
Thames Affinity Transfer	£5.5	£10.9
Total	£179.2	£469.0

The funds are allocated via a 4-stage gate process. On completion of each gate a further element of funds is released at each gate.

Gate	Gate Description	% of max development allowance
Gate 1	Initial concept design and decision making	10%
Gate 2	Detailed feasibility, concept design and multi-solution decision	15%
Gate 3	Developed design, finalised feasibility, pre-planning investigations and planning applications	35%
Gate 4	Planning applications, procurement and land purchase	40%
Total		100%

To protect customers, Ofwat propose an end of period reconciliation mechanism that will apply to the funding. This comprises a cost sharing mechanism and penalties up to 30% in total for late gate delivery and/or poor-quality deliverables.

Thames Water and its partners have submitted the initial designs to Ofwat for Gate 1 and are proceeding to Gate 2.

North East London Resilience enhancement programme

Thames Water at PR19 requested investment of £350 million over the 2020 to 2030 period to improve the resilience of water supplies in northeast London. At the PR19 Final Determination Ofwat made a conditional allowance of £180 million for the period 2020-25, which is based on the delivery of a planned programme of work, outcomes and outputs, through a subsequently agreed 6 stage gated process, to investigate risks to resilience and the

mitigation of risk to water supplies in London. The allowance is conditional on progression through the gates to Ofwat's satisfaction. It is also subject to a customer protection mechanism to ensure high quality and timely delivery. Under the mechanism, where it fails to deliver to Ofwat's satisfaction, Thames Water will return the full allowance, or part of the allowance to customers through an end of period reconciliation. Gate 2 was submitted on 27 May. Approval to proceed to Gate 3.

London water network improvement enhancement allowance

Thames Water agreed a conditional allowance, with Ofwat, at PR19 of £300 million over the 2020 to 2025 period to improve the London water network. Ofwat will return the allowance to customers unless Thames Water demonstrates that it understands the challenges facing its network, produces a well thought-through plan in a defined time frame with clear and measurable deliverables and identifies, and commits to new performance standards that capture likely benefits to performance from any unplanned work. Ofwat has adopted a similar approach to the SRO programme and implemented a 5 stage-gate process. If Thames Water satisfies this, it will result in the release of funds to complete the programme. Thames Water is working with Ofwat on the approach and appropriate customer protection measures. Gate 1 submission was made on 21 May 2021 including proposal for a significant shareholder contribution.

Guildford Project

In 2019, Thames Water negotiated the relocation of its Guildford sewage treatment works with the Guildford Borough Council (GBC). This relocation will allow GBC (and its partners) to develop a very large housing development (named Slyfield) on the land of Thames Waters' former sewage treatment works (plus surrounding area). Negotiated terms involve swapping the land of the old works for the land of the new works (which GBC held previously), and additionally, GBC fully compensates Thames Water for the costs (as forecast) that Thames Water incurs in developing constructing the new works (~£112 million). Thames Water anticipates this relocation (which will be enacted over the next years) will materially benefit Thames Water as new works, over the next decades, will require significantly lower maintenance and replacement costs compared to the old works.

Ofwat Green Economic Recovery Final Decision

In July 2020 water companies were asked to bring forward new proposals and accelerate existing ones to deliver an innovative and more resilient future for customers, society and the environment. This would help the country's green economic recovery from Covid-19.

A final decision on the proposals submitted to the regulator was made in July 2021 Ofwat gave TWUL an allowance of up to £71.917m to install 204,700 additional smart meters. This is approximately £2.137m higher than a projected outcome using Ofwat's draft decision numbers. A £21.583m gap remains between TWUL's requested funding and Ofwat's allowed funding recovery.

Improving performance on the use of storm overflows

David Black, Ofwat's Interim Chief Executive wrote to water companies in July regarding the growing concern from customers and the media about the use of storm overflows and the impact this may have on local watercourses, biodiversity and communities. He indicated that Ofwat is particularly keen to hear how water companies are tackling this area and what action they are taking to meet the company's obligations.

Recent Licence Changes

A new Licence Condition E1 was introduced in 2020 that prevents Thames Water from showing undue preference towards (including towards ourselves), or undue discrimination against other relevant undertakers, or any other person of over a series of defined services such as water resources, discovery of leaks, the laying of lateral drains and bioresources. TWUL is also prevented from releasing some associated information from the activities identified in the new license condition.

CHAPTER 7

OVERVIEW OF THE FINANCING AGREEMENTS

Security Trust and Intercreditor Deed

General

The intercreditor arrangements in respect of the TWU Financing Group (the “**Intercreditor Arrangements**”) are contained in the STID and the CTA. The Intercreditor Arrangements bind each of the Secured Creditors, the Secondary Market Guarantors (who chose to accede to the STID (as described below)) and each of the Obligor.

The Secured Creditors include the Senior Debt Providers that have entered into or acceded to the STID. Any new Authorised Credit Provider (or in respect of Bondholders, any additional Bond Trustee or in respect of the Secured TWUF Bondholders, any additional TWUF Bond Trustee) will be required to accede to the STID and the CTA. Secondary Market Guarantors may choose to accede to the STID for the purpose of the voting provisions relating to Majority Creditors but will not accede as or constitute Secured Creditors and will have no direct claim against any member of the TWU Financing Group (see the section “Secondary Market Guarantors” below).

Unsecured creditors are not and will not become parties to the Intercreditor Arrangements and, although ranking behind the Secured Creditors in an administration or other enforcement, will have unfettered, independent rights of action in respect of their debts. However, the aggregate amount of unsecured Financial Indebtedness is restricted under the CTA.

The purpose of the Intercreditor Arrangements is to regulate, among other things: (i) the claims of the Secured Creditors; (ii) the exercise, acceleration and enforcement of rights by the Secured Creditors and the rights of the Secondary Market Guarantors to participate in any related vote; (iii) the rights of the Secured Creditors and the Secondary Market Guarantors to instruct the Security Trustee; (iv) the rights of the Secured Creditors during a Standstill Period (see the section “Standstill” below); (v) the Entrenched Rights and the Reserved Matters of the Secured Creditors; and (vi) the giving of consents and waivers and the making of modifications to the Finance Documents.

The Intercreditor Arrangements also provide for the ranking in point of payment of the claims of the Secured Creditors, both before and after any enforcement of the Security, and for the subordination of all claims among the TWU Financing Group (other than claims in respect of the Issuer/TWUL Loan Agreements and the TWUF/TWUL Loan Agreement funded through the raising of Senior Debt). Each Secured Creditor (other than the Security Trustee acting in such capacity) and each Obligor has given certain undertakings in the STID which serve to maintain the integrity of these arrangements.

Secondary Market Guarantors

Any Eligible Secondary Market Guarantor that has entered into secondary market financial guarantee arrangements in respect of any Class A Unwrapped Bonds or any Secured TWUF Bonds and that wishes to become a Class A DIG Representative in respect of such Class A Unwrapped Bonds or, as the case may be, Secured TWUF Bonds may deliver a notice to the Security Trustee and, in the case of Class A Unwrapped Bonds, the Bond Trustee or, in the case of Secured TWUF Bonds, the relevant TWUF Bond Trustee (an “**FG Covered Bond Notice**”) in accordance with the terms of, and in the form scheduled to, the STID. An FG Covered Bond Notice must contain: (i) a representation from the Eligible Secondary Market Guarantor that it is an Eligible Secondary Market Guarantor; and (ii) a certification from such Eligible Secondary Market Guarantor that, pursuant to the secondary market financial guarantee arrangements that it has entered into with a Class A Unwrapped Bondholder or, as the case may be, a Secured TWUF Bondholder, it is authorised to vote under proxy or, as the case may be, direct the vote in respect of Class A Unwrapped Bonds or, as the case may be, Secured TWUF Bonds (together with a certification of the Outstanding Principal Amount of such Class A Unwrapped Bonds or, as the case may be,

Secured TWUF Bonds as at the date of the FG Covered Bond Notice). Upon the delivery of an FG Covered Bond Notice to the Security Trustee and the Bond Trustee or, as the case may be, the relevant TWUF Bond Trustee, the relevant Eligible Secondary Market Guarantor will be required to accede to the STID as a “Secondary Market Guarantor” for the purposes of the voting mechanisms described below. The STID will contain a covenant from each Secondary Market Guarantor that it will notify the Security Trustee and, in the case of Class A Unwrapped Bonds, the Bond Trustee or, in the case of Secured TWUF Bonds, the relevant TWUF Bond Trustee in writing in the event that its authorisation to vote under proxy or, as the case may be, direct the vote in respect of any Class A Unwrapped Bonds or, as the case may be, Secured TWUF Bonds pursuant to the secondary market financial guarantee arrangements is revoked or no longer valid (a “**Notice of Disenfranchisement**”). In the absence of any Notice of Disenfranchisement in respect of a Secondary Market Guarantor, the Security Trustee and the Bond Trustee or, as the case may be, the relevant TWUF Bond Trustee will be entitled to assume that such Secondary Market Guarantor is authorised to vote in respect of the Class A Debt Instructing Group (as described below). Any Class A Unwrapped Bonds in respect of which the Security Trustee is in receipt of a valid FG Covered Bond Notice (provided that such FG Covered Bond Notice has not been revoked by a Notice of Disenfranchisement in respect of the relevant Secondary Market Guarantor) will constitute “Class A FG Covered Bonds” and any Secured TWUF Bonds in respect of which the Security Trustee is in receipt of a valid FG Covered Bond Notice (provided that such FG Covered Bond Notice has not been revoked by a Notice of Disenfranchisement in respect of the relevant Secondary Market Guarantor) will constitute “**Secured TWUF FG Covered Bonds**”).

FGIC UK Limited, a private limited company incorporated in England and Wales whose registered office is 3rd Floor, 11 Old Jewry, London EC2R 8DU acceded as a Secondary Market Guarantor in accordance with the procedures set out above on 5 September 2007 in respect of certain of the Bonds issued on the Initial Issue Date.

Modifications, Consents and Waivers

Subject to Entrenched Rights and Reserved Matters (which will always require the consent of all the relevant Secured Creditors who are affected) (see the section “Entrenched Rights and Reserved Matters” below), the Security Trustee shall only agree to any modification of or grant any consent or waiver under the Finance Documents or (subject to restrictions during a Standstill Period) take Enforcement Action with the consent of or if so, instructed by the Majority Creditors.

Subject to the Entrenched Rights and Reserved Matters (see the section “Entrenched Rights and Reserved Matters” below), the Security Trustee may make modifications to the Finance Documents without the consent of any other Secured Creditor or any Secondary Market Guarantor if, in the opinion of the Security Trustee, such modifications are to correct manifest or proven errors, to comply with mandatory provisions of law or are of a formal, minor or technical nature.

Further, subject to the Entrenched Rights and Reserved Matters (see the section “Entrenched Rights and Reserved Matters” below), the Security Trustee shall, without any requirement to obtain the consent or sanction of any other Secured Creditor other than those listed in the proviso below, concur with any proposed modification, amendment, consent or waiver to an Authorised Credit Facility (other than any TWUF/TWUL Loan Agreement), provided that: (i) each Contracting Secured Creditor under the relevant Authorised Credit Facility (or, to the extent that the relevant Authorised Credit Facility requires only a specified majority of the relevant Contracting Secured Creditors to consent to or sanction the proposed modification, amendment, consent or waiver, at least the specified majority of the relevant Contracting Secured Creditors under the relevant Authorised Credit Facility) has provided written consent to such modification, amendment, consent or waiver; and (ii) the requested modification, amendment, consent or waiver does not impose any additional obligations or liabilities on the Security Trustee.

TWUL made an additional amendment to clause 8.2.3 of the STID to authorise the Security Trustee to make such amendments as are necessary to the Finance Documents to implement the TTT Project, subject to such amendments maintaining the TTT Project Key Characteristics and respecting existing protections for Secured Creditors

(including Entrenched Rights and the ratings level). A condition for making such amendments is that TWUL delivers a certificate to the Security Trustee signed by two Authorised Signatories of TWUL, setting out the terms of the proposed modification, amendment, consent or waiver and certifying that: (i) the amendment, modification, consent and/or waiver does not give rise to an Entrenched Right or Reserved Matter; (ii) either the then current ratings of the Bonds have been affirmed by all Rating Agencies then rating the Bonds or, in circumstances where a Rating Agency is not willing to issue a rating affirmation due to its then prevailing policy regarding the issue of rating affirmations, TWUL has made a public announcement of its proposed modification, amendment, consent and/or waiver and within 30 calendar days of such announcement, no Rating Agency has made any public comment that such a modification, amendment, consent and/or waiver would cause the then current ratings of the Bonds to be downgraded or the Bonds being placed on credit watch with negative implications; (iii) at the time of the implementation of such modification, amendment, consent and/or waiver, no Default is continuing or would result from such implementation; (iv) the modification, amendment, consent and/or waiver is necessary to implement the TTT Project (but only to the extent that the TTT Project is complying with the TTT Project Key Characteristics); and (v) the modification, amendment, consent and/or waiver is not reasonably likely to have a Material Adverse Effect. Implementation of the STID proposal is conditional on: (a) the issue of the Project Specification Notice; and (b) the affirmation of the relevant ratings set out in the definition of Rating Requirement by all Rating Agencies then rating the Bonds.

Class A Debt Instructing Group

Both prior to and during any Standstill Period, after acceleration of the Secured Liabilities and upon any enforcement of the Security prior to repayment in full of the Class A Debt, only the Class A DIG Representatives voting in respect of the Outstanding Principal Amount of Qualifying Class A Debt that they represent will be eligible to exercise the rights of the Majority Creditors. Decisions of the Majority Creditors will bind all the Secured Creditors and Secondary Market Guarantors in all circumstances, save for certain Entrenched Rights and Reserved Matters (see the section “Entrenched Rights and Reserved Matters” below).

The Class A DIG Representatives, which are together entitled to vote on certain proposals as part of the “Class A Debt Instructing Group” or the “Class A DIG”, are comprised of the following representatives (each, a “**Class A DIG Representative**”) of Qualifying Class A Debt:

- (a) in respect of each Sub-Class of Class A Wrapped Bonds (if no FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds), the Financial Guarantor of such Sub-Class of Class A Wrapped Bonds;
- (b) in respect of each Sub-Class of Class A Wrapped Bonds (after an FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds) and each Sub-Class of Class A Unwrapped Bonds (excluding any Class A FG Covered Bonds (unless a Default Situation is subsisting)), the Bond Trustee;
- (c) in respect of the Secured TWUF Bonds (excluding any Secured TWUF FG Covered Bonds (unless a Default Situation is subsisting)), the relevant TWUF Bond Trustee;
- (d) in respect of each Class A FG Covered Bond and each Secured TWUF FG Covered Bond, the Secondary Market Guarantor in respect of such Class A FG Covered Bond or, as the case may be, Secured TWUF FG Covered Bond (unless a Default Situation is subsisting);
- (e) in respect of the Credit Facility, the Credit Facility Agent;
- (f) in respect of certain Authorised Credit Facilities entered into with the EIB on or prior to the Initial Issue Date, the EIB;
- (g) in respect of each Finance Lease, the relevant Finance Lessor;

- (h) in respect of any other Secured Liabilities of the type referred to in paragraphs (a) to (g) above (excluding liabilities in respect of any Hedging Agreements or Liquidity Facilities) or (with the approval of the Majority Creditors) other types of Secured Liabilities that rank pari passu with all other Class A Debt, the relevant representative appointed under the terms of the relevant Finance Document and named in the STID or the relevant Accession Memorandum to the STID and the CTA as the Class A DIG Representative.

Other Secured Creditors of Class A Debt that have acceded or will accede to the STID and the CTA after the Initial Issue Date may appoint their own representative to act as their Class A DIG Representative.

Each Class A DIG Representative will be required to provide an indemnity to the Security Trustee each time it votes as part of the Class A DIG irrespective of whether it is a Majority Creditor.

Unless a Default Situation has occurred and is continuing and no Emergency Instruction Notice has been served (see the section “Emergency Instruction Procedure” below): (i) the Bond Trustee is not entitled to convene a meeting of any Series, Class or Sub-Class of Bonds to consider any proposal to be voted on by the Class A DIG except where such proposal is the subject of an Entrenched Right or a Reserved Matter in respect of such Series, Class or Sub-Class; and (ii) no TWUF Bond Trustee shall be entitled to convene a meeting of any class of Secured TWUF Bonds to consider any proposal to be voted on by the Class A DIG except where such proposal is the subject of an Entrenched Right or a Reserved Matter in respect of such Secured TWUF Bonds.

In respect of any proposal:

- (a) that is the subject of an Entrenched Right or Reserved Matter in favour of the Bondholders; or
- (b) following the occurrence of a Default Situation and for so long as a Default Situation is continuing,

a Secondary Market Guarantor will not form part of the Class A DIG and: (i) the Class A DIG Representative in respect of all Class A Unwrapped Bonds (including Class A FG Covered Bonds) will be the Bond Trustee who will be entitled to convene a meeting of any Series, Class or Sub-Class of Bonds to consider any such proposal; and (ii) the Class A DIG Representative in respect of the Secured TWUF Bonds (including Secured TWUF FG Covered Bonds) will be the relevant TWUF Bond Trustee who will be entitled to convene a meeting of any class of Secured TWUF Bonds to consider any such proposal.

Decisions of the Majority Creditors will be determined by votes on a “pound for pound” basis (based on the Outstanding Principal Amount of the Qualifying Class A Debt voted by the Class A DIG Representatives). Subject to Entrenched Rights and Reserved Matters, the Security Trustee will be entitled to act on the instructions of the Majority Creditors of those Class A DIG Representatives which have actually voted by the specified date for voting, which date must be not less than 10 Business Days (or in certain circumstances five Business Days) after the date the STID Directions Request is deemed to be given (or, where the Bond Trustee is a Class A DIG Representative and a Default Situation is continuing (subject to the Emergency Instruction Procedure — see the section “Emergency Instruction Procedure” below), such later date (not later than two months after such date) as is requested of the Security Trustee by the Bond Trustee should the Bond Trustee consider it necessary to convene a meeting of any one or more Series, Class or Sub-Class of Bondholders to seek directions) or, if earlier, as soon as Class A DIG Representatives in respect of more than 50 per cent. of the Qualifying Class A Debt have voted in favour of the relevant proposal.

Class B Debt Instructing Group

Following repayment in full of the Class A Debt, the Class B DIG Representatives voting in respect of the Outstanding Principal Amount of Qualifying Class B Debt that they represent will be eligible to exercise the rights of the Majority Creditors. After repayment in full of the Class A Debt, decisions of such Majority Creditors will bind all the Secured Creditors in all circumstances, save for certain Entrenched Rights and Reserved Matters that are fundamental to particular Secured Creditors. See the section “Entrenched Rights and Reserved Matters” below.

The providers of Qualifying Class B Debt will exercise their rights through a group of representatives which will together be entitled to vote on certain proposals as part of the “Class B Debt Instructing Group” or the “Class B DIG”. The Class B DIG will be comprised of the following representatives (each, a “**Class B DIG Representative**”) of Qualifying Class B Debt:

- (a) in respect of each Sub-Class of Class B Wrapped Bonds (if no FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds), such Financial Guarantor;
- (b) in respect of each Sub-Class of Class B Wrapped Bonds (after an FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Class B Wrapped Bonds) and each Sub-Class of Class B Unwrapped Bonds, the Bond Trustee; and
- (c) in respect of any other Secured Liabilities of the type referred to in paragraphs (a) and (b) above (excluding liabilities in respect of any Hedging Agreements or Liquidity Facilities) or (with the approval of the Majority Creditors) other types of Secured Liabilities that rank *pari passu* with all other Class B Debt, the relevant representative appointed under the terms of the relevant Finance Document and named in the relevant Accession Memorandum to the STID as the Class B DIG Representative.

Each Class B DIG Representative is required to provide an indemnity to the Security Trustee each time it votes as part of the Class B DIG irrespective of whether it is a Majority Creditor.

Secondary Market Guarantors will not participate in the Class B DIG.

Unless a Default Situation has occurred and no Emergency Instruction Notice has been served (see the section “Emergency Instruction Procedure” below) and is continuing, the Bond Trustee is not entitled to convene a meeting of any Series, Class or Sub-Class of Bonds to consider any proposal to be voted on by the Class B DIG except where such proposal is the subject of an Entrenched Right or a Reserved Matter in respect of such Series, Class or Sub-Class.

Decisions of the Majority Creditors will be determined by votes on a pound for pound basis (based on the Outstanding Principal Amount of the Qualifying Class B Debt voted by the Class B DIG Representatives). Subject to Entrenched Rights and Reserved Matters, the Security Trustee will be entitled to act on the instructions of the Majority Creditors of those Class B DIG Representatives which have actually voted by the specified date for voting, which date must be not less than 10 Business Days (or in certain circumstances five Business Days) after the date the STID Directions Request is deemed to be given (or, where the Bond Trustee is a Class B DIG Representative and a Default Situation is continuing (subject to the Emergency Instruction Procedure — see the section “Emergency Instruction Procedure” below), such later date (not later than two months after such date) as is requested of the Security Trustee by the Bond Trustee should the Bond Trustee consider it necessary to convene a meeting of any one or more Series, Class or Sub-Class of Bondholders to seek directions) or, if earlier, as soon as Class B DIG Representatives in respect of more than 50 per cent. of the Qualifying Class B Debt have voted in favour of the relevant proposal.

Voting by the Bond Trustee as DIG Representative of the Bondholders and the TWUF Bond Trustees as DIG Representatives of the Secured TWUF Bondholders

Where the Bond Trustee acts as the DIG Representative of some or all of the Wrapped Bondholders (following the occurrence of an FG Event of Default which is continuing in respect of the relevant Financial Guarantor of those Wrapped Bonds) and/ or the Unwrapped Bondholders, the Bond Trustee may, both prior to a Default Situation and/or whilst a Default Situation is continuing, in its absolute discretion, vote on a STID Proposal or a DIG Proposal (without reference to any Bondholders) in respect of the aggregate Outstanding Principal Amount of some or all of such Sub-Classes of Bonds (excluding, prior to a Default Situation, any Class A FG Covered Bonds), but is not, prior to a Default Situation, entitled to convene a meeting of any Series, Class or Sub-Class of Bondholders to seek

directions (except in respect of an Entrenched Right or Reserved Matter of such Series, Class or Sub-Class of Bondholders).

Additionally, whilst a Default Situation is continuing, where the Bond Trustee acts as the DIG Representative in respect of Bonds, the Bond Trustee will not be entitled to convene a meeting of the Bondholders to direct the Security Trustee by way of an Extraordinary Resolution of the relevant Sub-Class of Bonds after the presentation of a valid Emergency Instruction Notice pursuant to the terms of the STID. See the section “Emergency Instruction Procedure” below.

Similarly, where the relevant TWUF Bond Trustee acts as the DIG Representative of some or all of the Secured TWUF Bondholders, the relevant TWUF Bond Trustee may, both prior to a Default Situation and/or whilst a Default Situation is continuing, in its absolute discretion, vote on a STID Proposal or a DIG Proposal (without reference to any Secured TWUF Bondholders) in respect of the aggregate Outstanding Principal Amount of some or all of such Secured TWUF Bonds (excluding, prior to a Default Situation, any Secured TWUF FG Covered Bonds), but will not, prior to a Default Situation, be entitled to convene a meeting of any class of Secured TWUF Bondholders to seek directions (except in respect of an Entrenched Right or Reserved Matter of such Secured TWUF Bondholders).

Additionally, whilst a Default Situation is continuing, where the relevant TWUF Bond Trustee acts as the DIG Representative in respect of Secured TWUF Bonds, the relevant TWUF Bond Trustee will not be entitled to convene a meeting of the Secured TWUF Bondholders to direct the Security Trustee in accordance with an Extraordinary Resolution of the relevant class of Secured TWUF Bonds after the presentation of a valid Emergency Instruction Notice pursuant to the terms of the STID. See the section “Emergency Instruction Procedure” below.

Emergency Instruction Procedure

During a Default Situation, certain decisions and instructions may be required in a timeframe which does not allow the Bond Trustee or the relevant TWUF Bond Trustee to convene Bondholder or Secured TWUF Bondholder meetings. To cater for such circumstances, the Intercreditor Arrangements provide for an Emergency Instruction Procedure (the “**Emergency Instruction Procedure**”) which is subject to Entrenched Rights and Reserved Matters. The Security Trustee will be required to act upon instructions contained in an emergency instruction notice (an “**Emergency Instruction Notice**”). An Emergency Instruction Notice must be signed by DIG Representatives (provided that, any Secondary Market Guarantor in respect of Class A FG Covered Bonds or Secured TWUF FG Covered Bonds shall constitute the DIG Representative for the Emergency Instruction Procedure despite a Default Situation subsisting) (the “**EIN Signatories**”) representing 66⅔ per cent. or more of the aggregate Outstanding Principal Amount of the Qualifying Class A Debt (or following the repayment in full of the Class A Debt, the Qualifying Class B Debt) after excluding the proportion of Qualifying Debt in respect of which the Bond Trustee or, as the case may be, the relevant TWUF Bond Trustee is the DIG Representative and in respect of which the Bond Trustee or, as the case may be, the relevant TWUF Bond Trustee in its absolute discretion has not voted. The Emergency Instruction Notice must specify the emergency action which the Security Trustee is being instructed to take and must certify that in each of the EIN Signatories’ reasonable opinion, unless such action is taken within the timeframe specified in the Emergency Instruction Notice, the interests of the EIN Signatories would be materially prejudiced.

Hedge Counterparties

Each Hedge Counterparty is or will be a Secured Creditor party to the STID and the CTA and each Hedging Agreement to hedge the currency of any Class A Debt or to hedge interest rates constitutes or will constitute Class A Debt or, if entered into to hedge the currency of any Class B Debt, Class B Debt.

The Hedge Counterparties will not form part of the Class A DIG or the Class B DIG. However, except in relation to certain amounts payable by the Issuer and/or TWUL under any Currency Hedging Agreement in relation to Class

B Debt, all fees, interest and principal payable by the Issuer and/or TWUL (as the case may be) to the Hedge Counterparties will rank in the Payment Priorities senior to or *pari passu* with interest or principal payments on the Class A Bonds. See the sections “Cash Management” and “Hedging Agreements” below.

Liquidity Facility Providers

Each Liquidity Facility Provider is or will be a Secured Creditor party to the STID and the CTA and each Liquidity Facility Agreement constitutes or will constitute Class A Debt.

The Liquidity Facility Providers will not form part of the Class A DIG. However, fees, interest and principal payable to the Liquidity Facility Providers will rank in the Payment Priorities senior to interest and principal payments on the Class A Bonds. See the sections “Cash Management” and “The Liquidity Facilities” below.

Finance Lessors

Each Finance Lessor is or will be a Secured Creditor party to the STID and all amounts arising under the Finance Leases will constitute Class A Debt.

Authorised Credit Providers

Authorised Credit Providers will be Secured Creditors party to the STID. If an Authorised Credit Provider has provided Class A Debt, it shall be a Class A Debt Provider and will form part of the Class A DIG. If an Authorised Credit Provider has provided Class B Debt, it shall be a Class B Debt Provider and will form part of the Class B DIG.

Standstill

The STID provides for an automatic standstill of the claims of the Secured Creditors against TWUL and the Issuer (the “**Standstill**”) immediately following notification to the Security Trustee of an Event of Default (other than an Event of Default under any Hedging Agreement with respect to a Hedge Counterparty under such Hedging Agreement) and for so long as any Senior Debt is outstanding.

The Standstill is designed to reduce or postpone the likelihood of a Special Administration Order being made against TWUL.

During the Standstill Period:

- (a) (other than as set out in (b) below and in respect of certain limited terminations or prepayment events) none of the Secured Creditors (or the Secondary Market Guarantors) will be entitled to give any instructions to the Security Trustee to take any Enforcement Action (but without prejudice to the ability of the Secured Creditors to demand payment) in relation to all or any part of the Security granted by the Issuer or TWUL;
- (b) the Security granted by TWH may be enforced at any time by the Security Trustee at the direction of the Majority Creditors;
- (c) save as provided in paragraphs (a) and (b) above, no Enforcement Action may be taken by any Secured Creditor; and
- (d) any monies received by TWUL or the Issuer will be applied in accordance with the cash management provisions contained in the CTA (see the section “Cash Management” below) and in accordance with the Payment Priorities (see the section “Cash Management — Debt Service Payment Account” below).

The period of the Standstill in respect of any Event of Default relating to TWUL and/or the Issuer (the “**Standstill Period**”) will be 18 months unless the Standstill Period is automatically extended beyond 18 months (see the section “Standstill Extension” below) or any of the following occur prior to the expiry of the relevant Standstill Period:

- (a) an order is made for the Special Administration of TWUL, or any steps are taken to commence insolvency proceedings against the Issuer or TWUL other than proceedings that are commenced by the Security Trustee;
- (b) (during the first 18 months of the Standstill Period) Class A DIG Representatives in respect of 66⅔ per cent. or more of the aggregate Outstanding Principal Amount of the Qualifying Class A Debt or (following the repayment in full of the Class A Debt) Class B DIG Representatives in respect of 66⅔ per cent. or more of the aggregate Outstanding Principal Amount of Qualifying Class B Debt vote to terminate the Standstill Period (see the section “Standstill Extension” below); or
- (c) the waiver or remedy of the relevant Event of Default giving rise to the Standstill Period.

The occurrence of a Standstill will not of itself prevent the Issuer drawing under the Liquidity Facilities.

Upon termination of a Standstill Period (except by virtue of the matters referred to in (c) above), each Secured Creditor will be entitled to exercise all rights which may be available to it under any Finance Document (other than any Security Document) to which it is a party including directing the Security Trustee to take Enforcement Action.

Standstill Extension

The Standstill Period shall automatically be extended beyond 18 months:

- (a) for a further 120 days unless Class A DIG Representatives in respect of 50 per cent. or more of the aggregate Outstanding Principal Amount of Qualifying Class A Debt vote at any time prior to the commencement of or during such further 120-day period to terminate the Standstill Period;
- (b) following the period referred to in paragraph (a) above, for a further 60 days unless Class A DIG Representatives in respect of 33⅓ per cent. or more of the aggregate Outstanding Principal Amount of Qualifying Class A Debt vote at any time prior to the commencement of or during such further 60-day period to terminate the Standstill Period; and
- (c) following the period referred to in paragraph (b) above, for successive periods each of 60 days unless Class A DIG Representatives in respect of 10 per cent. or more of the aggregate Outstanding Principal Amount of Qualifying Class A Debt vote at any time prior to the commencement of or during each such further 60-day period to terminate the Standstill Period and a vote shall be taken of the relevant Class A DIG Representatives on the expiry of each subsequent period of 60 days for so long as the Standstill Period continues as to whether the Standstill Period should continue for a further period of 60 days.

The Bond Trustee will not form part of the Class A DIG in respect of any vote to terminate the Standstill Period, unless directed or requested to vote in such manner: (i) by an Extraordinary Resolution of the relevant Sub-Class of Class A Wrapped Bonds (following the occurrence of an FG Event of Default which is continuing in respect of the relevant Financial Guarantor of such Sub-Class of Wrapped Bonds) or Class A Unwrapped Bonds; or (ii) in writing by Bondholders holding not less than 25 per cent. of the Outstanding Principal Amount of the relevant Sub-Class of Class A Wrapped Bonds (following the occurrence of an FG Event of Default which is continuing in respect of the relevant Financial Guarantor of such Sub-Class of Wrapped Bonds) or Class A Unwrapped Bonds.

When the Class A Debt has been fully repaid, the rights to terminate the Standstill Period as described above shall be vested in the Class B DIG Representatives.

The Standstill Period in respect of any Event of Default will terminate upon the date of the waiver or remedy of the relevant Event of Default giving rise to the Standstill Period.

Enforcement

Following an Event of Default and for so long as it is continuing, the Majority Creditors may direct the Security Trustee to enforce the Security created by TWH; following the termination of a Standstill Period (except under (c) of “Standstill” above), the Majority Creditors may direct the Security Trustee to enforce the Security created by TWUL and the Issuer.

Subject to certain matters and to certain exceptions, following an enforcement, any proceeds of enforcement or other monies held by the Security Trustee under the STID (excluding monies credited to the Excluded Accounts) will be applied by the Security Trustee in accordance with the Payment Priorities (see the section “Debt Service Payment Account” below).

Excluded Accounts

Although pursuant to the Security Agreement, TWUL and the Issuer created first fixed charges over the Excluded Accounts in favour of the Security Trustee, the Security Documents provide that on and following an Acceleration of Liabilities (other than a Permitted Lease Termination, Permitted Hedge Termination, Permitted EIB Compulsory Prepayment Event or Permitted Share Pledge Acceleration), all monies held in any Swap Collateral Account, the Issuer’s O&M Reserve Account and the Debt Service Reserve Accounts will be held by the Security Trustee on trust for the relevant Hedge Counterparty or guarantor thereof that has provided collateral for its obligations or, as the case may be, the relevant Liquidity Facility Providers whose commitments have been drawn to fund the Issuer’s O&M Reserve Account or, as the case may be, the Debt Service Reserve Accounts and in the proportions that their respective drawn amounts under the relevant O&M Reserve Facility Agreement or, as the case may be, DSR Liquidity Facility Agreements bear to the balance on the O&M Reserve Account or, as the case may be, the Debt Service Reserve Accounts.

Accession of Additional Secured Creditors

The STID requires that, to the extent that TWUL and/or the Issuer wishes any Authorised Credit Provider (or, in respect of Bonds, its Secured Creditor Representative) or other person to obtain the benefit of the Security, such Authorised Credit Provider or other person (other than Bondholders) must sign an Accession Memorandum whereby it agrees to be bound by the terms of the STID and the CTA, including those provisions which prohibit individual Secured Creditors from taking action without the consent of the Majority Creditors.

Entrenched Rights and Reserved Matters

Modifications, consents and waivers will be agreed by the Security Trustee, in accordance with votes of the Majority Creditors, subject to Entrenched Rights and Reserved Matters. Such modifications, consents and waivers will be binding on all of the Secured Creditors and Secondary Market Guarantors, subject to Entrenched Rights and Reserved Matters. No Entrenched Right or Reserved Matter will operate to override the provisions contained in the CTA which allow TWUL (following a Periodic Review or as a result of any material change in the regulation of the water industry in the United Kingdom) to amend any financial ratio contained within the covenants, Trigger Events or Events of Default *provided that* the Security Trustee (acting on the instructions of the Majority Creditors) agree and the relevant ratings set out in definition of Rating Requirement (in relation to the Bonds) have been affirmed by all Rating Agencies then rating the Bonds

Lists of Entrenched Rights and Reserved Matters are contained in the section “Entrenched Rights” and “Reserved Matters”, below.

Entrenched Rights

Entrenched Rights are rights that cannot be modified or waived in accordance with the STID without the consent of the Secured Creditor having the Entrenched Right.

The Entrenched Rights of the Class A Debt Providers will include any proposed modification to, or consent or waiver under or in respect of the STID or any other Finance Document which:

- (a) the relevant Class A Debt Provider (or, where applicable, its Secured Creditor Representative) has demonstrated to the satisfaction of the Security Trustee would increase or adversely modify its obligations or liabilities under or in connection with the STID or any other Finance Document;
- (b) (i) would release any of the Security (unless equivalent replacement security is taken at the same time) unless such release is permitted in accordance with the terms of the STID and the relevant Security Document; or (ii) would alter the rights of priority of, or the enforcement by, the relevant Class A Debt Provider (or, where applicable, its Secured Creditor Representative) under the Security Documents other than as expressly contemplated therein;
- (c) would change or would relate to the Payment Priorities;
- (d) would change or would relate to the Entrenched Rights or the Reserved Matters or, where applicable, the relevant Class A Debt Provider's Entrenched Rights or Reserved Matters;
- (e) would change or would relate to: (i) the definitions of "Class A DIG", "Class A DIG Representatives", "Class A FG Covered Bond", "DIG Proposal", "DIG Directions Request", "Majority Creditors", "Qualifying Class A Debt", "Restricted Payment", "Restricted Payment Condition", "Secondary Market Guarantor", "Secured TWUF FG Covered Bond" or "Voted Qualifying Class A Debt"; (ii) those matters expressly requiring the consent, approval or agreement of, or directions or instructions from, or waiver by the Majority Creditors or the Security Trustee; (iii) the percentages of aggregate Outstanding Principal Amount of Qualifying Class A Debt required to terminate a Standstill; or (iv) in the case of the EIB, the definitions of "Existing Authorised Credit Facilities", "Existing Authorised Credit Finance Contracts", "EIB Amendment Agreement" or "Permitted EIB Compulsory Prepayment Event";
- (f) would delay the date fixed for payment of principal, interest or Make-Whole Amount in respect of the relevant Class A Debt Provider's Class A Debt or of any fees or premia in respect thereof or would reduce the amount of principal, interest or Make-Whole Amount payable in respect of such Class A Debt or the amount of any fees or premia in respect thereof;
- (g) would bring forward the date fixed for payment of principal, interest or Make-Whole Amount in respect of Class A Debt or Class B Debt or any fees or premia in respect thereof or would increase the amount of principal, interest or Make-Whole Amount payable on any date in respect of Class A Debt or Class B Debt or any fees or premia in respect thereof;
- (h) would result in the exchange of the relevant Class A Debt Provider's Class A Debt for, or the conversion of such Class A Debt into, shares, bonds or other obligations of any other person;
- (i) would change or would relate to the currency of payment due under the relevant Class A Debt Provider's Class A Debt (other than due to the United Kingdom joining the euro);
- (j) (subject to (k) below) would change any Event of Default or any Trigger Event relating to financial ratios (excluding any change permitted by the CTA following a Periodic Review or any material change in the regulation of the water and sewerage industry in the United Kingdom (see the section "Common Terms Agreement — General" below));
- (k) would relate to the waiver of the non-payment Event of Default in respect of any Obligor or Events of Default or Trigger Events relating to non-payment or financial ratios or the making of Restricted Payments (see the section "Common Terms Agreement" under "Trigger Events" and "Events of Default" below);

- (l) would change or would relate to the rights of the relevant Class A Debt Provider to receive any sums owing to it for its own account in respect of premia, fees, costs, charges, liabilities, Taxes, damages, proceedings, claims and demands in relation to any Finance Document to which it is a party (excluding, for the avoidance of doubt, the principal, interest or Make-Whole Amount payable to the relevant Class A Debt Provider);
- (m) would change or would relate to any existing obligation of an Obligor to gross up any payment in respect of the relevant Class A Debt Provider's Class A Debt in the event of the imposition of withholding taxes;
- (n) would relate to the TTT Project related General Covenants set out in the CTA; or
- (o) would relate to the definitions of TTT Core Project Documents, TTT Project and TTT Project Key Characteristics.

The Entrenched Rights of the Class B Debt Providers mirror those rights applicable for Class A Debt Providers *mutatis mutandis* and more specifically will include any proposed modification to, or consent or waiver under or in respect of the STID or any other Finance Document which:

- (a) the relevant Class B Debt Provider (or, where applicable, its Secured Creditor Representative) has demonstrated to the satisfaction of the Security Trustee would increase or adversely modify its obligations or liabilities under or in connection with the STID or any other Finance Document;
- (b) (i) would release any of the Security (unless equivalent replacement security is taken at the same time) unless such release is permitted in accordance with the terms of the STID and the relevant Security Document or (ii) would alter the rights of priority of, or the enforcement by, the relevant Class B Debt Provider (or, where applicable, its Secured Creditor Representative) under the Security Documents other than as expressly contemplated therein;
- (c) would change or would relate to the Payment Priorities;
- (d) would change or would relate to the Entrenched Rights or the Reserved Matters or, where applicable, the relevant Class B Debt Provider's Entrenched Rights or Reserved Matters;
- (e) would change or would relate to: (i) the definitions of "Class B DIG", "Class B DIG Representatives", "DIG Proposal", "DIG Directions Request", "Majority Creditors", "Qualifying Class B Debt", "Restricted Payment", "Restricted Payment Condition", or "Voted Qualifying Class B Debt"; (ii) those matters expressly requiring the consent, approval or agreement of, or directions or instructions from, or waiver by the Majority Creditors or the Security Trustee; or (iii) the percentages of aggregate Outstanding Principal Amount of Qualifying Class B Debt required to terminate a Standstill;
- (f) would delay the date fixed for payment of principal, interest or Make-Whole Amount in respect of the relevant Class B Debt Provider's Class B Debt or of any fees or premia in respect thereof or would reduce the amount of principal, interest or Make-Whole Amount payable in respect of such Class B Debt or the amount of any fees or premia in respect thereof;
- (g) would bring forward the date fixed for payment of principal, interest or Make-Whole Amount in respect of Class B Debt or Class A Debt or any fees or premia in respect thereof or would increase the amount of principal, interest or Make-Whole Amount payable on any date in respect of Class B Debt or Class A Debt or any fees or premia in respect thereof;
- (h) would result in the exchange of the relevant Class B Debt Provider's Class B Debt for, or the conversion of such Class B Debt into, shares, bonds or other obligations of any other person;
- (i) would change or would relate to the currency of payment due under the relevant Class B Debt Provider's Class B Debt (other than due to the United Kingdom joining the euro);

- (j) (subject to (k) below) would change any Event of Default or any Trigger Event relating to financial ratios (excluding any change permitted by the CTA following a Periodic Review or any material change in the regulation of the water and sewerage industry in the United Kingdom (see the section “Common Terms Agreement — General” below));
- (k) would relate to the waiver of the non-payment Event of Default in respect of any Obligor or Events of Default or Trigger Events relating to non-payment or financial ratios or the making of Restricted Payments (see the section “Common Terms Agreement” under “Trigger Events” and “Events of Default” below);
- (l) would change or would relate to the rights of the relevant Class B Debt Provider to receive any sums owing to it for its own account in respect of premia, fees, costs, charges, liabilities, Taxes, damages, proceedings, claims and demands in relation to any Finance Document to which it is a party (excluding, for the avoidance of doubt, the principal, interest or Make-Whole Amount payable to the relevant Class B Debt Provider); or
- (m) would change or would relate to any existing obligation of an Obligor to gross up any payment in respect of the relevant Class B Debt Provider’s Class B Debt in the event of the imposition of withholding taxes.

The Bond Trustee, the Security Trustee, the TWUF Bond Trustee, the Finance Lessors, the Hedge Counterparties and the Financial Guarantors will have certain other limited Entrenched Rights in relation to any provisions of the Finance Documents that generally affect them to a greater extent than others.

Reserved Matters

Reserved Matters are matters which, subject to the intercreditor arrangements and the CTA, a Secured Creditor is free to exercise in accordance with its own facility arrangements and so are not exercisable by or by direction of the Majority Creditors.

Those Reserved Matters which each Secured Creditor reserves to itself to decide are each and every right, power, authority and discretion of, or exercisable by, each such Secured Creditor at any time:

- (a) to receive any sums owing to it for its own account in respect of premia, fees, costs, charges, liabilities, damages, proceedings, claims and demands in relation to any Authorised Credit Facility or Finance Document to which it is a party (as permitted under the CTA);
- (b) to make determinations of and require the making of payments due and payable to it under the provisions of the Authorised Credit Facilities or Finance Document to which it is a party (as permitted under the CTA);
- (c) to exercise the rights vested in it or permitted to be exercised by it under and pursuant to the CTA and the STID;
- (d) to receive notices, certificates, communications or other documents or information under the Finance Documents or otherwise;
- (e) to assign its rights or transfer any of its rights and obligations under any Authorised Credit Facility or Finance Document subject always to the requirement of the assignee or transferee to accede to the CTA and the STID as a Secured Creditor;
- (f) in the case of each Finance Lessor, to inspect the relevant Equipment, to make calculations under the financial schedules (or equivalent provisions thereunder relating to the calculations of Rental or termination sums) to the relevant Finance Lease and to terminate the relevant Finance Lease provided such termination is a Permitted Lease Termination;
- (g) in the case of the EIB, to demand for prepayment under certain Authorised Credit Facilities provided that such demand is a Permitted EIB Compulsory Prepayment Event;

- (h) in the case of each Hedge Counterparty, to terminate the relevant Hedging Agreement provided such termination is a Permitted Hedge Termination; and
- (i) in the case of any Secured Creditor, to accelerate their claims, to the extent necessary to apply proceeds of enforcement of the Share Pledge provided by TWH pursuant to the terms of the Security Documents.

The Bond Trustee, the Security Trustee, the TWUF Bond Trustee, the Hedge Counterparties and the Financial Guarantors each have certain additional Reserved Matters which each has reserved to itself to decide. For the Bond Trustee and each Financial Guarantor, these include rights vested in it pursuant to the terms of the Bond Trust Deed and the Financial Guarantee. For the Security Trustee, these include rights vested in it pursuant to the terms of the STID.

Substitution of the Issuer

The Security Trustee shall implement any STID Proposal proposing the substitution in place of the Issuer, or any substituted Issuer, as the principal debtor under the Finance Documents of any other company incorporated in any other jurisdiction meeting the criteria for such a single purpose company established from time to time by the Rating Agencies. The implementation of any such proposal is an Entrenched Right of the Bond Trustee and each Financial Guarantor.

Intercompany Loan Arrangements

Issuer/TWUL Loan Agreements and the TWUF/TWUL Loan Agreements

All Financial Indebtedness (except Secured TWUF Bonds) raised by the Issuer from time to time (whether through the issue of Bonds or raising of debt under Authorised Credit Facilities) is and will be backed by an aggregate nominal amount of debt owed by TWUL to the Issuer under a loan agreement (each an “**Issuer/TWUL Loan Agreement**”). The Issuer/TWUL Loan Agreements have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Bonds. The Financial Indebtedness in respect of the Secured TWUF Bonds is and will be backed by an aggregate matching debt obligation owed by TWUL to the Issuer under a loan agreement (each a “**TWUF/TWUL Loan Agreement**”).

All advances made or to be made by the Issuer under the Issuer/TWUL Loan Agreements and by the Issuer under the TWUF/TWUL Loan Agreements are or will be in amounts and at rates of interest set out in the relevant Final Terms or Drawdown Prospectus or Authorised Credit Facility or, if hedged by the Issuer in accordance with the Hedging Policy (see the section “Hedging” below), at the hedged rate plus, in each case (other than advances by the Issuer in respect of the outstanding principal amount of the Secured TWUF Bonds), a small margin and have or will have interest payment dates and repayment dates on the same dates as the related Bonds or advance under the relevant Authorised Credit Facility.

The obligations of TWUL under each Issuer/TWUL Loan Agreement and under each TWUF/TWUL Loan Agreement are or will be secured pursuant to the Security Agreement, and such obligations are or will be guaranteed by TWH in favour of the Security Trustee, who will hold the benefit of such security on trust for the Secured Creditors (including the Issuer) on the terms of the STID.

The Issuer’s obligations to repay principal and pay interest on the Bonds are intended to be met primarily from the payments of principal and interest received from TWUL under each Issuer/TWUL Loan Agreement and, where it has hedged its exposure to such payments under a Hedging Agreement, from payments received by the Issuer under such Hedging Agreement.

TWUL agrees to make payments to the Issuer free and clear of any withholding on account of tax unless it is required by law to do so. In such circumstances TWUL will gross-up such payments.

In the CTA, TWUL makes certain representations and warranties (as more fully set out under “Common Terms Agreement — Representations” below) to each Finance Party.

Each Issuer/TWUL Loan Agreement and each TWUF/TWUL Loan Agreement is or will be governed by English law.

Fees Generally

The Issuer is responsible for paying the properly incurred fees and expenses of, amongst others, the Bond Trustee, the Paying Agents, the Registrar, the Transfer Agents, the Agent Bank, the Arranger and the Trustee’s legal advisers, the Issuer’s legal advisers and certain fees due to liquidity providers.

TWUL is responsible for paying the fees and expenses of the Security Trustee together with other Secured Creditors.

TWUL has and will, by way of facility fees under the Issuer/TWUL Loan Agreements or the TWUF/TWUL Loan Agreement, pay to the Issuer amounts equal to the amounts required by the Issuer to pay its ongoing fees, expenses and any and all sums due to any Financial Guarantor under the Finance Documents.

Common Terms Agreement

General

Each of the Finance Lessors, the Hedge Counterparties, the Security Trustee, the Cash Manager, the Standstill Cash Manager, the Liquidity Facility Providers, the Credit Facility Providers, the EIB, each Obligor, the Bond Trustee, the TWUF Bond Trustee, the Principal Paying Agent, the Transfer Agent, the Registrar and others have entered into a Common Terms Agreement (the “Common Terms Agreement” or “CTA”) either on the Initial Issue Date or subsequently by way of accession. The CTA sets out the representations, covenants (positive, negative and financial), Trigger Events and Events of Default which apply to each Authorised Credit Facility.

It is a term of the CTA that any representation, covenant (to the extent of being able to declare an Event of Default), Trigger Event and Events of Default contained in any document which is in addition to those in the CTA and any other Common Agreement and any other exception expressly set out in the CTA will be unenforceable (save for limited exceptions which will, among other things, include covenants relating to indemnities, covenants to pay, covenants relating to remuneration, costs and expenses, representations and covenants in each Class or Sub-Class of Bonds and certain provisions under the Hedging Agreements and the Finance Leases). The CTA further provides that no representation, covenant, Trigger Event or Event of Default will be breached or triggered as a result of the Permitted Post Closing Events (including, but not limited to, the payments of all amounts outstanding under the bridge facility agreement, certain transaction fees not paid on the Initial Issue Date (if applicable) and any other payments as may be agreed by TWUL and the Security Trustee in writing).

The CTA allows TWUL (following a Periodic Review or any material change in the regulation of the water and sewerage industry in the United Kingdom) to amend any financial ratio contained within the covenants, Trigger Events or Events of Default, **provided that** the Security Trustee (acting on the instructions of the Majority Creditors) agrees and the relevant ratings set out in the definition of Rating Requirement (in relation to the Bonds) have been affirmed by all Rating Agencies then rating the Bonds.

The CTA also sets out the cash management arrangements to apply to the TWU Financing Group (see the section “Cash Management” below). The CTA also sets out the Hedging Policy with which each Hedging Agreement entered into must comply (see the section “Hedging Policy” below). It is a requirement of the CTA that future providers of Authorised Credit Facilities must also accede to the CTA and the STID.

A summary of the representations, covenants, Trigger Events and Events of Default included in the CTA is set out below.

Representations

On the Initial Issue Date (and in respect of certain representations, on each Issue Date and each date on which any Financial Guarantee or any other new Authorised Credit Facility is issued or entered into under the Programme and only in relation to such Bonds, Financial Guarantee or Authorised Credit Facility (as applicable), and in respect of certain representations, on each Payment Date, each date of a request for a borrowing, the first date of each borrowing and each date for payment of a Restricted Payment), each Obligor made (or, as the case may be, will make) a number of representations in respect of itself to each Finance Party. These representations are or will be subject, in some cases, to agreed exceptions (including, where applicable, the Existing Non-Compliances, but not in a way which would imply that such Existing Non-Compliance would have a Material Adverse Effect), customary qualifications and to qualifications as to materiality and reservations of law, and will include representations as to:

- (a) its corporate status, power and authority and certain other legal matters;
- (b) non-conflict with documents binding on it, constitutional documents or laws;
- (c) no event having occurred, or circumstance having arisen since the date of the last financial statements which has a Material Adverse Effect (except for any announcement of K from time to time);
- (d) no Event of Default or Potential Event of Default being outstanding or will result from entry into and performance under the Transaction Documents;
- (e) obtaining all necessary consents and approvals;
- (f) its ownership of, or interests in, the assets over which it has created Security Interests under the Security Documents and which are material to the operation of its Business;
- (g) maintaining all necessary insurances;
- (h) there being no insolvency event in relation to it (other than any proceeding or claim which is being contested in good faith and is not outstanding for longer than 60 days);
- (i) the conduct of its business not violating any judgment, law or regulation;
- (j) the due payment of all taxes save to the extent any tax payment is being disputed in good faith;
- (k) under the laws of its jurisdictions of incorporation and tax residence in force on the Initial Issue Date, it not (other than as disclosed) being required to make any deduction or withholding from any payment of interest under the Finance Documents where no United Kingdom withholding tax would be imposed on the payment;
- (l) subject to reservations of law, the claims of the Secured Creditors ranking prior to the claims of its other unsecured and unsubordinated creditors;
- (m) no Security Interest having been created or existing other than Permitted Security Interests and no indebtedness incurred other than Permitted Financial Indebtedness and Permitted Volume Trading Arrangements;
- (n) save as otherwise disclosed in the prospectus dated 24 August 2007 in connection with the Programme, no litigation proceedings current, pending or threatened;
- (o) compliance with environmental laws;
- (p) subject to certain limited exceptions, all arrangements or contracts with any person being on arm's length basis;

- (q) on the Initial Issue Date, no member of the TWU Financing Group being liable in respect of any Financial Indebtedness that is not Senior Debt, except for certain Permitted Financial Indebtedness;
- (r) in the case of TWUL, it having the necessary Intellectual Property Rights to carry on its Appointed Business;
- (s) in the case of TWUL, it being unaware of any Special Administration Order having been made in respect of it;
- (t) in the case of TWUL, assumptions used in respect of financial ratio calculations and projections having been made in good faith, after careful consideration and materially consistent with Applicable Accounting Principles and applicable Good Industry Practice; and
- (u) in respect of any offering of securities in a transaction exempt from the registration requirements of the Securities Act, pursuant to Section 4(2) of the Securities Act (a “**Private Placement**”): (i) compliance with US federal securities law (for example, limiting communications with US investors); (ii) conduct of TWUL’s business as it may relate to US legislation (for example, compliance with US trade sanctions and money laundering laws); and (iii) compliance with UK and US pension obligations.

Additionally, each of TWH and the Issuer represented that its activities have been limited prior to the Initial Issue Date to support their bankruptcy remote status.

Covenants

The CTA contains certain positive, negative and financial covenants from each of the Obligors. A summary of the covenants which are (among others) included in the CTA (subject, in some cases, to agreed exceptions (including, where applicable, the Existing Non-Compliances), *de minimis* amounts and qualifications as to materiality and reservations of law) is set out below in the sections “Information Covenants”, “General Covenants” and “Financial Covenants”.

Information Covenants

- (a) TWUL has undertaken to provide, from time to time, certain information including:
 - (i) information, which would reasonably be expected to be material to an Authorised Credit Provider, which it supplies to Ofwat;
 - (ii) details of proposed material changes to the Instrument of Appointment or constitutional documents;
 - (iii) details of any investigations or proceedings;
 - (iv) any notice (including an Enforcement Order) from any governmental authority or industry regulator;
 - (v) a semi-annual Investors’ Report;
 - (vi) certain other material information about the business and financial condition of each of the Obligors as may be requested or required to be delivered from time to time; and
 - (vii) information in relation to any announcement of K.
- (b) Each Obligor has undertaken to provide, within certain agreed timeframes, certain information including:
 - (i) its audited financial statements and (in respect of TWUL only) its unaudited interim financial statements;
 - (ii) copies of all material documents despatched by it to its creditors (other than in the ordinary course of its business);

- (iii) details of any litigation or other proceedings which are current, threatened or pending;
 - (iv) details of any Obligor placed on credit watch with negative implications with a view to a possible downgrade below Investment Grade and any non-compliance with any law or regulation or the occurrence of an emergency;
 - (v) notification of any Default or Potential Trigger Event;
 - (vi) details of any event which could give rise to an insurance claim in excess of 0.25 per cent. of RCV; and
 - (vii) details of any event which would be reasonably likely to have a Material Adverse Effect and, where relevant, the Periodic Information relating to it.
- (c) Each of TWUL and the Issuer has undertaken, among other things:
- (i) to supply a compliance certificate to be accompanied by computations made in respect of such historical and forward-looking financial ratios as required by the CTA;
 - (ii) to permit the Security Trustee to investigate the calculations contained in any compliance certificate; and
 - (iii) to deliver a certificate upon request by the Security Trustee certifying that no Default or Potential Trigger Event is outstanding of which it is aware having made all reasonable enquiries or if a Default or Potential Trigger Event is outstanding of which it is aware, specifying the Default or Potential Trigger Event and the steps (if any) taken or proposed to be taken to remedy such event.
- (d) Following a STID Proposal dated 22 April 2014 relating to the TTT Project and the proposed delivery model, in the interests of providing Secured Creditors with information with respect to the TTT Project, TWUL has undertaken, among other things:
- (i) to include in each Investors' Report an update on the progress of the TTT Project;
 - (ii) to supply to the Security Trustee information, which would be reasonably likely to be materially adverse to TWUL's creditworthiness or its ability to perform duties under the Instrument of Appointment;
 - (iii) to notify the Security Trustee of any proceedings in respect of any of the TTT Core Project Documents which are current, threatening, pending and had not been previously considered;
 - (iv) to notify the Security Trustee if the Project Specification Notice is revoked, Bazalgette is placed in Special Administration, the IP Designation Notice is revoked or a discontinuation notice has been issued in respect of the TTT Project;
 - (v) to notify the Security Trustee if its aggregate loss or liability exceeds 0.25 per cent. of RCV in any 12 month period in relation to the TTT Project; and
 - (vi) to notify the Security Trustee of any claims under any Insurance, supplemental compensation agreement or similar agreement with the Government, and/or any indemnity or similar arrangement with Bazalgette.

General Covenants

- (a) Each Obligor has undertaken, among other things:
- (i) to maintain its corporate status;

- (ii) to ensure that the secured claims of Secured Creditors against it under the Finance Documents will rank prior to the claims of all its other unsecured and unsubordinated creditors;
- (iii) to operate and maintain its business in a safe, efficient and business-like manner and in accordance with its memorandum and articles of association and the Finance Documents and, in the case of TWUL (other than the Existing Non-Compliances), the Instrument of Appointment, the WIA and Good Industry Practice (taking its Business as a whole);
- (iv) to ensure that the corporate ownership structure of the TWU Financing Group (other than the ownership or Control of TWH) remains as at the date of the CTA (other than any change pursuant to Permitted Acquisitions or Permitted Disposals);
- (v) not to incur any Financial Indebtedness other than Permitted Financial Indebtedness or, in the case of TWUL, Permitted Volume Trading Arrangements;
- (vi) not to acquire or invest, other than Permitted Acquisitions, Authorised Investments and Permitted Joint Ventures or as permitted by the Transaction Documents or with the consent of the Security Trustee (and provided that, TWUL may not implement the Permitted Reorganisation pursuant to paragraph (f) of the definition of Permitted Acquisition unless the special purpose holding company which is acquiring the shares of the Issuer has acceded as an Obligor to the STID, CTA, MDA, Security Agreement, Bond Trust Deed, Agency Agreement and the Tax Deed of Covenant);
- (vii) not to, or to permit any Permitted Joint Venture to, be a creditor in respect of any Financial Indebtedness or issue any guarantee or indemnity in respect of the obligations of any other person;
- (viii) not to change its constitutional documents without the prior written consent of the Security Trustee;
- (ix) not to enter into any Treasury Transaction other than: (i) Hedging Agreements; and (ii) Treasury Transactions entered into by TWUL in the ordinary course of its business to manage risk inherent in its business for non-speculative purposes only and not in respect of any Financial Indebtedness (provided that each member of the TWU Financing Group may enter into any Intra-Group Treasury Transaction);
- (x) except for in connection with a Permitted Tax Loss Transaction, a Permitted VAT Accounts System or the TWUL VAT Group or pursuant to any Finance Lease Document, not to enter, without the consent of the Security Trustee, into any arrangements with any other company or person (other than a taxation authority in respect of the taxation liabilities of such Obligor or any other Obligor or pursuant to the Finance Documents) relating to Tax;
- (xi) not to compromise or settle any claim, litigation or arbitration without prior notification to the Security Trustee;
- (xii) (A) other than the Existing Non-Compliances, to obtain, maintain and comply with all applicable laws, regulations and orders and obtain and maintain all governmental and regulatory consents, licences, authorisations and approvals (including the Instrument of Appointment) necessary for the conduct of its business as a whole in accordance with Good Industry Practice; and (B) to do nothing which would lead to the termination, suspension or revocation of any such consents, licences, authorisations and approvals;
- (xiii) to pay all Taxes for which an Obligor is primarily liable;
- (xiv) other than in respect of Permitted Disposals, not to create or allow to exist any Security Interest on any of its present or future revenues or assets other than Permitted Security Interests, nor create or enter into any restriction or prohibition on the creation or granting of, any Security Interest on any

of its assets except as permitted by the Finance Documents, nor create or permit to exist any further Security Interest over all or any of its present and future revenues, equipment or assets as security for any Permitted Financial Indebtedness other than in favour of the Security Trustee to be held upon the terms of the STID;

- (xv) not to: (A): (i) dispose of any of its assets on terms where it is or may be leased to or re-acquired or acquired by an associate other than Permitted Disposals (in the case of TWUL) pursuant to a Finance Lease; or (ii) dispose of any of its receivables (other than Permitted Disposals); or (iii) purchase any asset on terms providing for (or likely to have the substantive effect of) a retention of title or a conditional sale, in circumstances where the primary purpose is raising Financial Indebtedness or financing the acquisition of an asset; nor (B) enter into any such transaction in (A) (i) and (ii) above where the primary purpose is not raising finance to the extent that the consideration in respect of such transaction is not received in cash in full at the time and exceeds 0.1 per cent. of RCV in aggregate at any time;
 - (xvi) not to dispose of the Equipment or its undertaking, revenues, business or assets other than a Permitted Disposal, a Permitted Joint Venture or to create a Permitted Security Interest;
 - (xvii) not to change its tax residence from the United Kingdom; or
 - (xviii) other than as a result of a Permitted Emergency Action, not to enter into any arrangement or contract with any person otherwise than on an arm's length basis.
- (b) Additionally, TWH has undertaken, amongst other things:
- (i) not to carry on or transact any business or other activity other than: (A) ownership of the shares in members of the TWU Financing Group; (B) the giving of the guarantee and security in accordance with the Finance Documents; (C) the performance of obligations required or exercise of any rights under the Finance Documents; (D) receiving the Intra-Group Debt Service Distributions (if any); and (E) carrying out any Permitted Post Closing Events;
 - (ii) not to own any asset or incur any liabilities except for the purposes of carrying on its business in accordance with the Finance Documents;
 - (iii) not to incur Financial Indebtedness (other than certain categories of Permitted Financial Indebtedness) to any member of the Thames Water Group or any Affiliate or be a lender in respect of Financial Indebtedness of any member of the Thames Water Group or any Affiliate unless the occurrence of such Financial Indebtedness is in compliance with the Restricted Payment Condition; and
 - (iv) not to make any Restricted Payments otherwise than in accordance with the Finance Documents and out of monies received by it, directly or indirectly, from TWUL which have been properly paid by TWUL as a Distribution or as set out under the CTA.

TWUL has further undertaken to maintain at least three non-executive directors who are not employees or directors of any Associate (save as disclosed in writing to the Security Trustee on the Initial Issue Date or as otherwise approved by the Security Trustee).

- (c) Additionally, TWUL has undertaken, among other things:
- (i) to ensure that the nature of its business is limited to the Business;
 - (ii) to conduct its Appointed Business in the name of TWUL only and to ensure its business separation from the Thames Water Group or any Associate is maintained;

- (iii) not to permit, agree to or recommend any suspension or the abandonment of all or a material part of the operation of its Appointed Business;
 - (iv) if it exceeds the Permitted Non-Appointed Business Limits, to dispose of or reduce all or part of its Permitted Non-Appointed Business within six months of the date on which the Permitted Non-Appointed Business Limits are first exceeded so that the Permitted Non-Appointed Business Limits are complied with on the next Calculation Date immediately following the expiry of the relevant six-month period;
 - (v) to comply in all material respects with the Instrument of Appointment;
 - (vi) not to agree to any amendment or variation of the Instrument of Appointment;
 - (vii) to comply with applicable relevant Environmental Laws and Environmental Approvals applicable to it and to notify the Security Trustee of any Environmental Claims;
 - (viii) to effect and maintain those insurances in connection with its Business as are required under the CTA;
 - (ix) to procure that any Outsourcing Agreement or Capex Contract entered into on and from the Initial Issue Date complies with the Public Procurement Rules (if such Outsourcing Agreement or Capex Contract would be an agreement to which the Public Procurement Rules would apply) and the Outsourcing Policy;
 - (x) to ensure it has adequate financial and management resources to enable it to discharge its core obligations under the Instrument of Appointment;
 - (xi) (A) following receipt of notice of termination of the Instrument of Appointment, use its reasonable endeavours to ensure that: (i) a Transfer Scheme is agreed between TWUL, the transferee and Ofwat by a date not less than two years prior to the expiration of such notice; (ii) any such Transfer Scheme will not be materially prejudicial to the Secured Creditors; and (iii) the Security Trustee is kept fully informed of the consultation process with Ofwat and is consulted in relation thereto if TWUL becomes subject to any Transfer Scheme; and (B) subject to its obligations under the WIA, not to agree to any Transfer Scheme without the consent of the Security Trustee;
 - (xii) as soon as reasonably practicable, to apply to Ofwat for an interim determination when permitted under the Instrument of Appointment where it would be prudent and in the best commercial interests of TWUL to do so; and
 - (xiii) to levy charges to customers which, together with other available amounts, are as far as possible sufficient, within the constraints of the current price control framework or other regulatory requirements, to enable TWUL to meet its operational, investment and financial obligations under the Instrument of Appointment and its obligations in respect of Financial Indebtedness.
- (d) Additionally, each of TWUL and the Issuer has undertaken, among other things:
- (i) to each use its reasonable endeavours to ensure that it maintains an underlying rating in respect of the Wrapped Bonds and a credit rating in respect of the Unwrapped Bonds with two of the Rating Agencies as the Security Trustee and TWUL shall agree, in each case, of Investment Grade;
- only to:
- (A) implement Deferrals of K at a time when no Event of Default is subsisting;

- (B) other than in the case of Permitted Post Closing Events or any Intra-Group Debt Service Distribution, make any payment in respect of Subordinated Debt or pay any Distribution which would be a Restricted Payment if:
- (1) in the case of a Distribution only, the payment is made after a board meeting has been held approving such Distribution or dividend;
 - (2) the aggregate amount of any such payment(s) that may be paid is no higher than the Proposed Payment Amount (as defined below);
 - (3) on the date of such payment:
 - no drawings are outstanding under the Liquidity Facilities, other than Standby Drawings;
 - (i) in respect of any Calculation Date falling prior to 31 March 2010 (the “**Ratio Step Date**”) the Senior RAR, as certified by the Issuer and TWUL in the Compliance Certificate most recently delivered to the Security Trustee and each Rating Agency, is less than or equal to 0.72:1 or, following the occurrence of the Permitted Unsecured Financial Indebtedness Trigger, 0.75:1; and (ii) in respect of any Calculation Date falling after the Ratio Step Date, the Senior RAR, and the Conformed Senior RAR, as certified by the Issuer and TWUL in the Compliance Certificate most recently delivered to the Security Trustee and each Rating Agency, is less than or equal to 2:1 and 0.82:1 (respectively) or, following the occurrence of the Permitted Unsecured Financial Indebtedness Trigger, 2:1 and 0.85:1 (respectively) in each case, for each Test Period (after deducting an amount equal to the proposed payment(s) (the “**Proposed Payment Amount**”) from available cash);
 - no Default subsists or would result from the payment and those representations required to be repeated on each payment date are, and will following such payment remain, correct in all material respects; and
 - (i) each underlying rating in respect of the Class A Wrapped Bonds and each credit rating in respect of the Class A Unwrapped Bonds ascribed by each of the Rating Agencies is at least Investment Grade; and (ii) where TWUL has a corporate credit rating, the relevant Rating Agency has not placed TWUL on credit watch with negative implications where it is reasonably likely that the rating given by such Rating Agency will fall below Investment Grade; and (iii) each underlying rating in respect of the Class A Wrapped Bonds and each credit rating in respect of the Class A Unwrapped Bonds has not been placed on credit watch with negative implications where it is reasonably likely that such underlying rating or credit rating will fall below Investment Grade;
 - in the case of TWUL, not to make an Intra-Group Debt Service Distribution unless certain conditions are satisfied;
 - to inform the Security Trustee of any change to the Auditors, as soon as reasonably practicable;
 - to only replace the Auditors without the prior written approval of the Security Trustee if the replacement Auditors are a firm of independent public accountants of international standing; and

- not to change its financial year end without the prior written consent of the Security Trustee.
- (e) Additionally, the Issuer and, in the case of paragraph (b) below, TWUL has undertaken, among other things:
 - (i) to restrict its business to certain matters in accordance with the Finance Documents;

not to enter into any Authorised Credit Facility (other than in respect of any Subordinated Debt) unless following such entry into such Authorised Credit Facility the aggregate nominal outstanding Financial Indebtedness of the TWU Financing Group which has an expected maturity falling within:

 - (A) any period of 24 consecutive months shall not exceed 20 per cent. of RCV for the time being; and
 - (B) the period from one Periodic Review to the next Periodic Review shall not exceed 40 per cent. of RCV for the time being (adjusted and increased proportionately to the extent that the period from one Periodic Review to the next Periodic Review is greater than five years);
 - (C) and, for the purposes of this paragraph (b), “expected maturity”: (A) includes any Financial Indebtedness that would, in the ordinary course, be expected to be repaid in full as a result of any Subordinated Step-up Fee Amounts or other extraordinary payment being required to keep such Financial Indebtedness outstanding; and (B) in respect of any Financial Indebtedness incurred under a revolving credit facility, means the final maturity date on which all outstanding loans under such revolving credit facility must be repaid in full. “expected maturity” will not include the last date of an interest period in respect of any Financial Indebtedness incurred under a revolving credit facility that is capable of being rolled over and re-borrowed immediately at the end of the relevant interest period of such Financial Indebtedness (commonly referred to as a “rollover loan”);
 - (D) to use all reasonable endeavours to procure and maintain the admission of all listed Bonds for trading on the London Stock Exchange or Euronext Dublin;
 - (E) to procure that the Principal Paying Agent notifies the Bond Trustee if it does not receive the full amount in the correct currency in respect of any payment in respect of the Bonds on or before the due date for such payment;
 - (F) to give notice of certain events to the Bond Trustee and Bondholders in relation to the Bonds and payments in respect of the Bonds;
 - (G) while any of the Bonds remain Outstanding, to procure that notice is given to each of the Rating Agencies of: (A) any proposed amendment to the Finance Documents; (B) the Bonds of any Sub-Class being repaid in full; (C) the termination of the appointment of the Cash Manager; (D) the appointment of a replacement Bond Trustee or Security Trustee or any new or replacement Agents; (E) any Default; (F) the taking of Enforcement Action; (G) the occurrence of any TWH Change of Control; or (H) the acquisition of any Permitted Subsidiary pursuant to a Permitted Acquisition, in each case, promptly after the Issuer or TWUL becoming aware of the same; and
 - (H) to give notice of certain events in relation to the Bonds to the Rating Agencies.
 - (f) Additionally, with respect to the TTT Project, TWUL has undertaken:
 - (i) not to enter into, amend, modify or waive, or consent to the entry into, modification, amendment or waiver of a TTT Core Project Document if such entry into, modification, amendment or waiver could

reasonably be expected to have a Material Adverse Effect without the consent of the Security Trustee acting on the instructions of the Majority Creditors; and

- (ii) to conduct all transactions with Bazalgette and its Affiliates on arm's length terms and subject to Condition K (3) (the financial ring-fencing provisions) of the Instrument of Appointment.

Financial Covenants

- (a) TWUL has undertaken, among other things:

- (i) to deliver, with each Compliance Certificate and each Investors' Report a statement setting out details of the calculation of the following ratios calculated as at the Calculation Date immediately prior to the date of the delivery of that Compliance Certificate:

- (A) the Class A ICR for each Test Period;
- (B) the Senior Adjusted ICR for each Test Period;
- (C) the Class A Adjusted ICR for each Test Period;
- (D) the Senior Average Adjusted ICR for each Test Period;
- (E) the Class A Average Adjusted ICR for each Test Period;
- (F) the Senior RAR for each Test Period;
- (G) the Class A RAR for each Test Period;
- (H) the Conformed Class A ICR for each Test Period;
- (I) the Conformed Class A Adjusted ICR for each Test Period;
- (J) the Conformed Senior Adjusted ICR for each Test Period;
- (K) the Conformed Class A Average Adjusted ICR for each Test Period;
- (L) the Conformed Senior Average Adjusted ICR for each Test Period;
- (M) the Conformed Senior RAR for each Test Period;
- (N) the Additional Conformed Class A Adjusted ICR for each Test Period;
- (O) the Additional Conformed Senior Adjusted ICR for each Test Period;
- (P) the Additional Conformed Class A Average Adjusted ICR for each Test Period; and
- (Q) the Additional Conformed Senior Average Adjusted ICR for each Test Period; and

at each Periodic Review and on making each interim determination application, to apply to Ofwat for a price determination which, in the reasonable opinion of the TWUL directors, would allow, at a minimum, a credit rating the same as the original credit rating in respect of the Class A Unwrapped Bonds and an underlying rating the same as the original underlying rating in respect of the Class A Wrapped Bonds, in each case from each of the Rating Agencies.

- (b) The Issuer has further undertaken (and TWUL has undertaken to procure that the Issuer will undertake) to maintain DSR Liquidity Facilities available for drawing which (when aggregated with all amounts (including the value of any Authorised Investments) standing to the credit of the Debt Service Reserve Accounts of the Issuer) are not less than the cash amount of interest (including Lease Reserve Amounts and Adjusted Lease

Reserve Amounts) payable on the Class A Debt, the Unsecured TWUF Bond Debt and the Class B Debt for the next succeeding 12 month period (after taking into account the impact on interest rates of such Class A Debt, Unsecured TWUF Bond Debt and Class B Debt of any Hedging Agreement then in place).

- (c) The Issuer has further undertaken to maintain an O&M Reserve and/or O&M Reserve Facility available for drawing which together (including the value of any Authorised Investments funded from the balance on any O&M Reserve Account) amount to not less than the O&M Reserve Required Amount.

Trigger Events

The CTA also sets out certain Trigger Events which include (subject to agreed exceptions, materiality qualifications, grace periods and remedies and as more particularly provided in the CTA) the occurrence of any of the following events:

(a) Financial Ratios

- (i) the Senior RAR for any Test Period: (i) prior to the Ratio Step Date is estimated to be more than 2:1; and (ii) from and including the Ratio Step Date is estimated to be more than 2:1;
- (ii) the Class A RAR for any Test Period is or is estimated to be more than 0.75:1;
- (iii) the Senior Adjusted ICR for any Test Period is or is estimated to be less than 0.1:1;
- (iv) the Class A Adjusted ICR for any Test Period is or is estimated to be less than 0.1:1;
- (v) the Senior Average Adjusted ICR for any Test Period is or is estimated to be less than 0.1:1;
- (vi) the Class A Average Adjusted ICR for any Test Period is estimated to be less than 0.1:1;
- (vii) the Conformed Senior RAR for any Test Period is estimated to be more than 0.90:1;
- (viii) the Conformed Class A Adjusted ICR for any Test Period is or is estimated to be less than 1.3:1;
- (ix) the Conformed Senior Adjusted ICR for any Test Period is or is estimated to be less than 1.1:1;
- (x) the Conformed Class A Average Adjusted ICR for any Test Period is estimated to be less than 1.4:1;
- (xi) the Conformed Senior Average Adjusted ICR for any Test Period is or is estimated to be less than 1.2:1;
- (xii) the Additional Conformed Class A Adjusted ICR for any Test Period is or is estimated to be less than 1.3:1;
- (xiii) the Additional Conformed Senior Adjusted ICR for any Test Period is or is estimated to be less than 1.1:1;
- (xiv) the Additional Conformed Class A Average Adjusted ICR for any Test Period is estimated to be less than 1.4:1; or
- (xv) the Additional Conformed Senior Average Adjusted ICR for any Test Period is or is estimated to be less than 1.2:1.

(b) Debt Service Payment Account Shortfall

The failure by TWUL to pay the Monthly Payment Amount within five Business Days following the date on which such payment was scheduled to be made.

(c) Material Deviation in Projections

On any Calculation Date, the estimated actual Capital Expenditure for the five year period between the last Periodic Review and the next Periodic Review exceeds the Capital Expenditure for that period assumed by

Ofwat for such period (as adjusted for the exceptions noted below) in respect of TWUL by 10 per cent. or more. Allowable adjustments to the Capital Expenditure assumed by Ofwat are as follows:

- (i) Variances in Out-turn Inflation, including variances in real construction prices from assumed construction prices;
- (ii) Variances that TWUL has reasonable expectation will be recovered through a Recognised Ofwat Mechanism by no later than the next Periodic Review Effective Date, and provided that if such recovery is not made in full by the next Periodic Review Effective Date or, if prior to such date TWUL is notified in writing by Ofwat that such Variance will not be recovered in full as part of the Final Determination for the next Periodic Review Period, the Variance shall be reversed to the extent of such non-recovery and shall not be an allowable adjustment for the purposes of this paragraph (ii);
- (iii) Variances attributable to the S.19 Undertaking agreed with Ofwat during 2006 (specifically the increased investment in the VMR Programme) up to a maximum amount of £150 million; and
- (iv) Variances attributable to investment in Major Capex Projects, where such projects were not reflected in the existing Periodic Review, but are the subject of discussions with Ofwat and TWUL provides a written confirmation from Ofwat that such Variance will (subject to any terms or conditions contained in such confirmation) be added to the RCV by no later than the next Periodic Review Effective Date, and provided that if such recovery is not made in full by the next Periodic Review Effective Date or, if prior to such date TWUL is notified in writing by Ofwat that such Variance will not be recovered in full as part of the Final Determination for the next Periodic Review Period the Variance shall be reversed to the extent of such non-recovery and shall not be an allowable adjustment for the purposes of this paragraph (iv).

(d) *Liquidity for Capital Expenditure and Working Capital*

If, as at any Calculation Date, the aggregate of: (i) TWUL's operating cash flows including monies standing to the credit of the Operating Accounts available or forecast to be available to meet Capital Expenditure and working capital requirements for the next 12 months; and (ii) Authorised Credit Facilities (excluding Liquidity Facilities) available to be drawn in the next 12 month period, is less than the aggregate of: (a) TWUL's forecast Capital Expenditure projected for the next 12 month period; (b) TWUL's forecast working capital requirements projected for the next 12 month period; and (c) the amount the Issuer or, as the case may be, TWUL estimates, in its reasonable opinion, is equal to the net amount payable by the Issuer or, as the case may be, TWUL to a Hedge Counterparty following the exercise of an option to terminate a Treasury Transaction as permitted by the Hedging Policy.

(e) *Drawdown on DSR Liquidity Facilities and O&M Reserve Facilities*

If, at any time, the aggregate of all amounts available for drawing under the DSR Liquidity Facilities and all amounts standing to the credit of the Debt Service Reserve Accounts of the Issuer is less than an amount equal to the next 12 months interest (including Lease Reserve Amounts and Adjusted Lease Reserve Amounts) payable in respect of Class A Debt, the Unsecured TWUL Bond Debt and Class B Debt (although it will not be a Trigger Event if it is triggered as a direct result of a banking error and remedied by such amount being repaid within three Business Days without such repayment being funded by a further drawing under a DSR Liquidity Facility).

If the Issuer draws down under an O&M Reserve Facility or either the Issuer or TWUL withdraws funds from either O&M Reserve Account, in either case to pay TWUL's operating or maintenance expenditure.

(f) *Enforcement Order*

An Enforcement Order is issued under Part II, Chapter II of the WIA against TWUL which would have a Material Adverse Effect if not complied with.

(g) *Circumstances leading to a Special Administration Order*

Any published indication or occurrence of other circumstance that would reasonably be expected to lead to an application by Ofwat or the Secretary of State for a Special Administration Order to be made in respect of TWUL.

(h) *Termination of Instrument of Appointment*

The giving of a notice to terminate the Instrument of Appointment under the WIA.

(i) *Event of Default*

An Event of Default is continuing.

(j) *Referral regarding Substantial Effects Clause*

A referral is made under Paragraph 14.2 of Condition B of the Instrument of Appointment (or any successor or equivalent paragraph) as a result of any materially adverse event.

(k) *Audit Qualification*

The Auditors qualify their report of any member of the TWU Financing Group in a material manner which causes the financial ratios calculated in accordance with the CTA to not reflect the true position of TWUL in a materially adverse manner.

(l) *Adverse Governmental Legislation*

The commencement of the final reading of new legislation impacting upon Relevant Undertakers (as that term is defined in the WIA) if such legislation would (if enacted) lead to a breach of the financial ratios set out above or cause a material deviation in projections as set out above (in each case, taking into account any actions available to TWUL to mitigate or cure the same).

(m) *Modification or Replacement of Instrument of Appointment*

If within six months of an announcement setting out clear proposals (including a related timetable to effect such proposals) by Ofwat for the modification or replacement of the Instrument of Appointment which, if implemented, would have a Material Adverse Effect, TWUL has not obtained confirmation from Ofwat that the proposed modification or replacement is not expected to be implemented or is expected to be implemented in a form which is not reasonably expected to have a Material Adverse Effect.

(n) *Conduct of Business*

The Permitted Non-Appointed Business Limits are breached.

(o) *Adverse Final Determination of K*

A final determination of K by Ofwat which is reasonably likely to have a Material Adverse Effect (taking into account any remedies available to TWUL).

(p) *RPI Linked Hedging Agreements*

On any Calculation Date, the aggregate amount of all accretions by indexation to the original notional amounts of any RPI Linked Hedging Agreements exceeds 8 per cent. of Class A Net Indebtedness as at that Calculation Date.

Trigger Event Consequences

Following the occurrence of a Trigger Event and at any time until such Trigger Event has been waived or deemed remedied in accordance with the CTA, certain consequences will result, including:

- (a) no Obligor may make Restricted Payments and TWUL must not declare and must stop any implementation of any Deferrals of K;
- (b) TWUL must provide such information as to the relevant Trigger Event as may be properly requested by the Security Trustee. TWUL must discuss with the Security Trustee (at a mutually convenient time and location) its plans for appropriate remedial action and the timetable for implementation of such action. Any agreed remedial action must then be implemented by TWUL;
- (c) the Security Trustee, may, acting on the instructions of the Majority Creditors, commission an Independent Review to be conducted by technical advisers to the Security Trustee (appointed subject to prior consultation with TWUL) to examine the causes of the relevant Trigger Event and recommend appropriate corrective measures;
- (d) subject to prior notification to TWUL if practicable, the Security Trustee shall be entitled to discuss the relevant Trigger Event and any Remedial Plan with Ofwat; and
- (e) restriction on payments by TWUL under Outsourcing Agreements and/or Capex Contracts with Associates which do not comply with the Outsourcing Policy.

Trigger Event Remedies

At any time when the Issuer or TWUL (as the case may be) believes that a Trigger Event has been remedied in accordance with the detailed provisions of the CTA, it must serve notice on the Security Trustee to that effect, and the Security Trustee must respond confirming that the relevant Trigger Event has, in its reasonable opinion, been remedied or setting out its reasons for believing that such Trigger Event has not been remedied (in which case, such event will continue to be a Trigger Event until such time as the Security Trustee is reasonably satisfied that the Trigger Event has been remedied).

Events of Default

The CTA contains a number of events of default (the “**Events of Default**”) which will be Events of Default under each Finance Document (other than, in respect of the Hedge Counterparties, the Hedging Agreements). Subject, in some cases and where not otherwise stated below, to agreed exceptions, materiality thresholds and qualifications, reservations of law, grace periods and remedies, Events of Default will include:

- (a) non-payment of amounts payable under the Finance Documents;
- (b) non-compliance with certain other obligations under the Finance Documents;
- (c) material misrepresentation;
- (d) non-payment of amounts payable (after the expiry of any originally applicable grace period) in respect of any Financial Indebtedness other than in respect of the Finance Documents and in excess of 0.1 per cent. of RCV in nominal amount;

- (e) insolvency of any Obligor (other than TWUL) or insolvency proceedings being commenced against any Obligor (other than TWUL) or, in relation to TWUL, an insolvency event or insolvency proceedings as set out further in the CTA occur(s) in relation to TWUL;
- (f) transfer, revocation or termination of the Instrument of Appointment;
- (g) insufficient liquidity to meet TWUL's forecast Capital Maintenance Expenditure and working capital requirements projected for the next six-month period;
- (h) any Obligor repudiating a Finance Document or it becoming unlawful or ineffective to perform obligations under any Finance Document;
- (i) a TWUL Change of Control occurs;
- (j) any of the Security ceasing to be in full force and effect;
- (k) certain governmental action which would be reasonably likely to have a Material Adverse Effect;
- (l) failure by any Obligor to comply with any judgment, attachment, sequestration, distress or execution being made, obtained or levied against the assets of any Obligor in respect of sums exceeding 0.1 per cent. of RCV;
- (m) TWUL ceasing or threatening to cease to carry on the Appointed Business;
- (n) litigation being started against an Obligor or its assets or revenues which would be reasonably likely to be adversely determined and, if so adversely determined, would have a Material Adverse Effect;
- (o) the Class A ICR being less than 0.1:1;
- (p) the Senior RAR being more than: (i) prior to the Ratio Step Date, 2:1; or (ii) from and including the Ratio Step Date, 2:1);
- (q) the Class A Adjusted ICR being less than 0.1:1;
- (r) the Conformed Class A ICR being less than 1.60:1;
- (s) the Conformed Senior RAR being more than 0.95:1;
- (t) the Conformed Class A Adjusted ICR being less than 1:1; or
- (u) the Additional Conformed Class A Adjusted ICR being less than 1:1.

In respect of each Event of Default requiring any action or discretion on the part of the relevant creditor, the Security Trustee will (save in respect of certain Entrenched Rights and Reserved Matters (see the section "Entrenched Rights and Reserved Matters" above)) act in accordance with the instructions of the Majority Creditors in accordance with the STID (see the section "Security Trust and Intercreditor Deed" above).

Immediately upon the notification to the Security Trustee of an occurrence of an Event of Default, a Standstill Period will commence in accordance with the STID (see the section "Security Trust and Intercreditor Deed — Standstill" above).

Conditions Precedent

The conditions precedent to the issue of Bonds after the Initial Issue Date are all set out in a conditions precedent agreement dated 24 August 2007 as amended from time to time (the "**CP Agreement**") as agreed between, among others, the Bond Trustee, the Security Trustee and the Obligors.

Cash Management

Accounts

The CTA requires TWUL to open and maintain the following Accounts with the Account Bank:

- (a) certain Operating Accounts;
- (b) an O&M Reserve Account;
- (c) a Debt Service Payment Account; and
- (d) a Compensation Account.

The Issuer is required to open and maintain the following Accounts with the Account Bank:

- (a) a Transaction Account;
- (b) a Class A Debt Service Reserve Account;
- (c) a Class B Debt Service Reserve Account; and
- (d) an O&M Reserve Account.

TWH is permitted to open and maintain one chequing account only with the Account Bank.

Each of the Issuer and TWUL may also open and maintain an account (each a “**Swap Collateral Account**”) into which any collateral provided by a Hedge Counterparty or guarantor thereof shall be deposited upon the relevant trigger occurring for the provision of such collateral to support the obligations of the Hedge Counterparty or guarantor under the terms of the appropriate Hedging Agreement.

Each of the above accounts together with any other bank account of any Obligor are collectively referred to as the “Accounts”. Each of the Accounts is or will be held with the Account Bank pursuant to the Account Bank Agreement. Each Obligor has agreed in the CTA to comply with the Account Bank Agreement and the provisions of the CTA applying to its Accounts.

Operating Accounts

Under the CTA, TWUL is required to ensure that all of its revenues (other than any Income on Authorised Investments which shall be credited to the Account from which the relevant Authorised Investment was made) are paid into an Operating Account.

The Operating Accounts are the principal current accounts of TWUL through which all operating and Capital Expenditure or any Taxes incurred by TWUL and (subject to the terms of the Finance Documents) payments in respect of the Financial Indebtedness of the TWU Financing Group which are not permitted to be satisfied out of monies credited to the Debt Service Payment Account shall be cleared (including any amounts payable by TWUL upon the occurrence of a Permitted EIB Compulsory Prepayment Event (subject to the proviso contained in the definition of Permitted EIB Compulsory Prepayment Event), any amount prepayable by the Issuer under (and subject to the limitations in) the Credit Facility and any amounts payable in respect of any Unsecured TWUF Bond Debt and other permitted unsecured debt of TWUL). TWUL may make transfers at any time from one Operating Account to another, in its sole discretion. TWUL may hold separate Operating Accounts for its Appointed Business and each of the trades entered into in connection with its Permitted Non-Appointed Business.

All operating expenditure of TWUL is funded: (a) through payments made directly into the Operating Accounts; and (b) through drawings made by the Issuer or TWUL under any Authorised Credit Facility or other Permitted Financial Indebtedness and, in the case of drawings made by the Issuer, on-lent to TWUL under an Issuer/TWUL Loan

Agreement or, as the case may be, the TWUF/TWUL Loan Agreements, as and when required and permitted by the Finance Documents.

Capital Expenditure of TWUL has been or will be partially financed by the Capital Expenditure Facility of the Credit Facility (see the section “Additional Resources Available” below) with amounts drawn down by the Issuer being on-lent to TWUL under the Initial Issuer/TWUL Loan Agreement and being paid by TWUL into the Operating Accounts. Proceeds in respect of property damage insurance (other than in respect of delay of start-up, business interruption or anticipated loss in revenue or third-party claims) will also be paid by TWUL into the Operating Accounts. On an ongoing basis, Capital Expenditure will be funded out of monies standing to the credit of the Operating Accounts and/or (in relation to Capital Maintenance Expenditure) to the extent that the sums standing to the credit of the Operating Accounts are insufficient, TWUL’s O&M Reserve Account.

All Distributions and Permitted Post Closing Events have been or will be funded (directly or indirectly) out of monies standing to the credit of the Operating Accounts subject always to the satisfaction of all of the conditions set out in the CTA for the making of such payments.

Annually on 31 March of each year (or, if such day is not a Business Day, the immediately preceding Business Day) TWUL calculates the Annual Finance Charge for the following 12-month period commencing on 1 April and details of such calculation are included in the next following Investors’ Report.

Under the CTA, TWUL on the opening of business on the first Business Day of each month until the Discharge Date transfers from the Operating Accounts to the Debt Service Payment Account an amount (the “**Monthly Payment Amount**”) equal to 1/12th of TWUL’s Annual Finance Charge for the relevant 12 month period, provided that the aggregate of any interest accruing on and credited to the Debt Service Payment Account is treated as a prepayment of future Monthly Payment Amounts payable during the relevant 12 month period. Accordingly, the Monthly Payment Amounts due for the remaining months of such 12-month period shall be reduced pro rata to reflect such prepayment.

TWUL recalculates the Annual Finance Charge and the Monthly Payment Amount if during the course of any relevant 12 month period there occurs any increase (whether as a result of any increase in the rate of applicable interest, any drawing under any Authorised Credit Facility, any deferral of interest, any upwards adjustment of rentals under any Finance Lease, or otherwise) or decrease (whether as a result of any reduction in the rate of applicable interest, downwards adjustment of rentals under any Finance Lease or any prepayment or repayment of the debt under which the relevant liabilities arise or accrue or otherwise) in the Annual Finance Charge and shall adjust the Monthly Payment Amount for the remaining months in the relevant 12 month period and details will be included in the next following Investors’ Report.

TWUL’s O&M Reserve Account

Withdrawals from TWUL’s O&M Reserve Account are only permitted if: (i) such withdrawal is on account of operating and capital expenditure requirements that cannot be met from existing balances in the Operating Accounts; (ii) such withdrawal is for the purpose of transferring into an Operating Account any interest income earned from time to time on the O&M Reserve Account (including Income from any related Authorised Investments); or (iii) to the extent of any surplus O&M Reserves as certified by TWUL to the Security Trustee and the Account Bank.

TWUL must ensure that the proceeds of any drawing by the Issuer under any O&M Reserve Facility Agreement (other than a Standby Drawing) are lent by the Issuer to TWUL under an Issuer/TWUL Loan Agreement and are paid directly into TWUL’s O&M Reserve Account or an Operating Account.

Debt Service Payment Account

TWUL, manages the application of cash in accordance with the Payment Priorities (as set out below) on behalf of the Issuer. TWUL must ensure that each transfer of or in respect of the Monthly Payment Amount from the Operating Account, is made directly into the Debt Service Payment Account.

The CTA provides that, on each Payment Date, monies credited to the Debt Service Payment Account must be applied by TWUL in the following order for the purpose of enabling the following payments (“**Permitted Payments**”) to be made in the following order of priority (the “**Payment Priorities**”) without double counting (provided that, any amounts applied by TWUL in directly discharging an obligation of the Issuer shall be treated as having simultaneously discharged TWUL’s corresponding obligation to pay on such Payment Date to the Issuer facility fees, interest, principal, indemnity amounts and other sums due to the Issuer under the Issuer/TWUL Loan Agreements or, as the case may be, the TWUF/TWUL Loan Agreements and *provided further that*, the payment of any retained margin of the Issuer under the Issuer/TWUL Loan Agreements or under the TWUF/TWUL Loan Agreements shall be paid at items (vi) and (xii) and shall be transferred to the Transaction Account of the Issuer):

- (i) *first*, (to the extent there are insufficient monies standing to the credit of all other Accounts (other than any Swap Collateral Account) and/or available for drawing under any Liquidity Facility), in or towards satisfaction of all of the TWU Financing Group’s operating and budgeted maintenance costs (except to the extent falling due under the Finance Documents);
- (ii) *second*, pro rata, according to the respective amounts thereof: (a) in satisfaction of TWUL’s or, as the case may be, the Issuer’s obligation to pay such amounts, in or towards payment of the remuneration, costs and expenses of the Security Trustee and the Bond Trustee; and (b) in satisfaction of the Issuer’s obligation to pay such amounts, payment of the remuneration, costs and expenses of the Secured TWUF Bond Trustees in respect of the Secured TWUF Bonds;
- (iii) *third*, pro rata, according to the respective amounts thereof in or towards satisfaction of: (a) the Issuer’s obligation to pay such amounts, the remuneration, costs and expenses of the Agent Bank and each Paying Agent; (b) the Issuer’s obligation to pay such amounts, the remuneration, costs and expenses of the Account Bank under the Account Bank Agreement and the remuneration, costs and expenses of each DSR Liquidity Facility Provider under the relevant DSR Liquidity Facility Agreement; (c) the Issuer’s obligation to pay such amounts, the remuneration, costs and expenses of each O&M Reserve Facility Provider under the relevant O&M Reserve Facility Agreement; (d) the Issuer’s and/or TWUL’s obligations to pay such amounts, the remuneration, costs and expenses of each Facility Agent and each Authorised Credit Facility Provider under the relevant Authorised Credit Facility and the Standstill Cash Manager; (e) the remuneration, costs, expenses and fees of each Financial Guarantor pursuant to the relevant G&R Deed; and (f) the Issuer’s obligation to pay such amounts, the costs and expenses of the Issuer in respect of the Secured TWUF Bonds being all amounts due by way of remuneration, costs and expenses to any issuing and paying agent, registrar, transfer agent or other agents in respect of the Secured TWUF Bonds;
- (iv) *fourth*, pro rata, according to the respective amounts thereof, in or towards satisfaction of: (a) the Issuer’s obligations to pay all amounts of fees, interest and principal (other than any Subordinated Liquidity Facility Amounts) due or overdue to each DSR Liquidity Facility Provider under the relevant DSR Liquidity Facility Agreement; (b) the Issuer’s obligation to pay all amounts of fees, interest and principal (other than Subordinated Liquidity Facility Amounts) due or overdue to each O&M Reserve Facility Provider under the relevant O&M Reserve Facility Agreement; and (c) all amounts of interest and principal due or overdue to each Authorised Credit Provider under the relevant Authorised Credit Facility to the extent that the Financial Indebtedness was incurred to fund a New Money Advance;

- (v) *fifth*, pro rata, according to the respective amounts thereof, in or towards satisfaction of all scheduled amounts payable to each Hedge Counterparty under any Interest Rate Hedging Agreement (subject to paragraphs (vi) and (vii));
- (vi) *sixth*, pro rata, according to the respective amounts thereof, in or towards satisfaction of: (a) all amounts of interest (including the Lease Reserve Amounts and Adjusted Lease Reserve Amounts), recurring fees and commitment commissions due or overdue in respect of the Class A Debt (other than any Subordinated Step-up Fee Amounts and Subordinated Authorised Loan Amounts); (b) any unscheduled amounts (including termination amounts) due and payable to each Hedge Counterparty under any Interest Rate Hedging Agreement (except to the extent required to be paid at paragraph (xvi) below) or any reserves in respect thereof required to be paid to the Compensation Account or any amounts due from TWUL by reference to broken funding costs under and in accordance with certain Finance Leases entered into on the Initial Issue Date in respect of any fixed interest funding obtained or assumed to be obtained by the Finance Lessor under the terms thereof; (c) all scheduled amounts (other than principal exchange or final exchange amounts) payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class A Debt and (subject to paragraph (xvi) below and following termination of a Standstill Period other than due to remedy or waiver by the Majority Creditors of, or the revocation of, the Event of Default giving rise to the Standstill Period) all amounts payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class A Debt; (d) all amounts of underwriting commissions due or overdue in respect of Class A Debt; and (e) all reimbursement sums (if any) owed to each Financial Guarantor under the relevant G&R Deed in respect of payments of interest on any Class A Wrapped Bonds guaranteed by such Financial Guarantor;
- (vii) *seventh*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) all amounts of principal due or overdue in respect of Class A Debt (including, in respect of Finance Leases, those amounts (including any rental and capital sums) payable in respect thereof which do not fall within paragraph (vi) above and do not fall due as a result of the operation of any indemnity or fee reimbursement provision of a Finance Lease); (b) all principal exchange or final exchange amounts due and payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class A Debt; (c) any termination amounts or other unscheduled sums due and payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class A Debt (except to the extent required to be paid at paragraph (xvi) below) or any reserves in respect thereof required to be paid to the Compensation Account; and (d) all reimbursement sums (if any) owed to each Financial Guarantor under the relevant G&R Deed in respect of payments of principal on any Class A Wrapped Bonds guaranteed by such Financial Guarantor;
- (viii) *eighth*, in or towards satisfaction of any Make-Whole Amount due and payable on the Class A Debt;
- (ix) *ninth*, pro rata according to the respective amounts thereof, in or towards satisfaction of all Subordinated Step-up Fee Amounts due or overdue in respect of any Class A Bonds;
- (x) *tenth*, pro rata according to the respective commitments of the Issuer under its DSR Liquidity Facilities, in payment to the Class A Debt Service Reserve Account of the Issuer until the sum of the balance thereon and the aggregate available commitments under the DSR Liquidity Facilities is equal to the Class A Required Balance;
- (xi) *eleventh*, in payment to the Issuer's O&M Reserve Account until the sum of the O&M Reserve and the aggregate of amounts available to be drawn under O&M Reserve Facilities is not less than the O&M Reserve Required Amount;
- (xii) *twelfth*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) interest and commitment commissions due or overdue in respect of the Class B Debt (other than any Subordinated Step-up Fee Amounts); (b) all scheduled amounts (other than principal exchange or final exchange amounts) payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class B Debt and

- (subject to paragraph (xvi) below and following termination of a Standstill Period other than due to remedy or waiver by the Majority Creditors of, or the revocation of, the Event of Default giving rise to the Standstill Period) all amounts payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class B Debt; (c) all amounts of underwriting commissions due or overdue in respect of the Class B Debt; and (d) all reimbursement sums (if any) owed to each Financial Guarantor under the relevant G&R Deed in respect of payments of interest on any Class B Wrapped Bonds guaranteed by such Financial Guarantor;
- (xiii) *thirteenth*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) all amounts of principal due or overdue in respect of the Class B Debt; (b) all principal exchange or final exchange amounts due and payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class B Debt; (c) any termination amounts or other unscheduled sums due and payable to each Hedge Counterparty under any Currency Hedging Agreement in respect of Class B Debt (except to the extent required to be paid at paragraph (xvi) below) or any reserves in respect thereof required to be paid to the Compensation Account; and (d) all reimbursement sums (if any) owed to each Financial Guarantor under the relevant G&R Deed in respect of payments of principal on any Class B Wrapped Bonds guaranteed by such Financial Guarantor;
 - (xiv) *fourteenth*, in or towards satisfaction of any Make-Whole Amount due and payable on the Class B Debt;
 - (xv) *fifteenth*, in payment to the Class B Debt Service Reserve Account of the Issuer until the sum of the balance thereon and the aggregate available commitments under the Class B DSR Liquidity Facilities is equal to the Class B Required Balance;
 - (xvi) *sixteenth*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) any other amounts (not included in paragraphs (vi) and (vii) above), due and/or overdue to the Finance Lessors; and (b) any termination payment due or overdue to a Hedge Counterparty under any Hedging Agreement which arises as a result of a default by such Hedge Counterparty or as a result of a downgrade in the credit rating of such Hedge Counterparty following any failure by the Hedge Counterparty to comply with the applicable downgrade provisions set out in the relevant Hedging Agreement (other than any amount attributable to the return of collateral or any premium or other upfront payment paid to the Issuer or TWUL to enter into a transaction to replace a Hedging Agreement (in whole or in part)) which shall be applied first in payment of amounts due to the Hedge Counterparty in respect of that Hedging Agreement);
 - (xvii) *seventeenth*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) all Subordinated Liquidity Facility Amounts due or overdue to each Liquidity Facility Provider under the Class A DSR Liquidity Facilities; (b) all Subordinated Authorised Loan Amounts due or overdue to each Authorised Credit Provider under the relevant Authorised Credit Facility in respect of Class A Debt; (c) any other indemnified amounts due or overdue to each Financial Guarantor under the relevant G&R Deed in respect of any Class A Wrapped Bonds guaranteed by such Financial Guarantor; and (d) any amounts payable in respect of Class A Debt not referred to in other sub-paragraphs of the Payment Priorities;
 - (xviii) *eighteenth*, pro rata according to the respective amounts thereof, in or towards satisfaction of: (a) all Subordinated Liquidity Facility Amounts due or overdue to each Liquidity Facility Provider under the Class B DSR Liquidity Facility; (b) all Subordinated Authorised Loan Amounts due or overdue to each Authorised Credit Provider under the relevant Authorised Credit Facility in respect of Class B Debt; (c) any other indemnified amounts due or overdue to each Financial Guarantor under the relevant G&R Deed in respect of any Class B Wrapped Bonds guaranteed by such Financial Guarantor; and (d) any amounts payable in respect of Class B Debt not referred to in other sub-paragraphs of the Payment Priorities;
 - (xix) *nineteenth*, pro rata according to the respective amounts thereof, in or towards satisfaction of all Subordinated Step-up Fee Amounts due or overdue in respect of any Class B Bonds;

(xx) *twentieth*, (to the extent required in the CTA) the balance shall remain in the Debt Service Payment Account.

If at the end of any Test Period, there are amounts standing to the credit of the Debt Service Payment Account (“**Excess Funds**”) as a result of either: (a) interest credited to and accruing on the Debt Service Payment Account; or (b) payment of amounts into the Debt Service Payment Account in excess of the Annual Finance Charge for such Test Period, such Excess Funds will be treated and applied as a prepayment of future Monthly Payment Amounts due in the succeeding Test Period.

The Payment Priorities set out in paragraphs (i) to (xx) inclusive do not apply to: (a) the proceeds of any further borrowing of Permitted Financial Indebtedness which are required by the terms of such borrowing to be applied in repayment or prepayment of any existing Financial Indebtedness of the TWU Financing Group to the extent permitted by the CTA; or (b) any return of collateral or premium or up-front payment on replacement of a Hedging Agreement which has been terminated in the circumstances contemplated in paragraph (xvi) above which will be paid to the relevant Hedge Counterparty directly. In no circumstance is TWUL entitled to apply monies represented by the Monthly Payment Amount in or towards making a Restricted Payment.

For so long as no Standstill Event is continuing, TWUL must, on the date which is seven Business Days prior to each Payment Date (such date, a “**Determination Date**”), determine whether the aggregate amount of monies then credited to the Debt Service Payment Account is at least equal to the aggregate of all amounts (other than principal repayments on the Senior Debt) which fall due and payable on such Payment Date (such aggregate amount, “**Scheduled Debt Service**”). If the balance on the Debt Service Payment Account on a Determination Date is less than the amount of Scheduled Debt Service falling due on the following Payment Date, then TWUL must promptly transfer to the Debt Service Payment Account an amount equal to the shortfall first from sums standing to the credit of the Operating Accounts and then, to the extent that there would still be a shortfall in meeting the Scheduled Debt Service, from sums standing to the credit of the Debt Service Reserve Accounts. No amounts may be so transferred to the extent that to do so would cause the aggregate net balance of the Operating Accounts to fall below the then current aggregate net overdraft limit on the Operating Accounts or cause the balance on any Operating Account to fall below the then current gross overdraft limit in respect of such Operating Account or cause the balance of any Debt Service Reserve Account to fall below zero. If after making any required transfers from the Operating Accounts and/or the Debt Service Reserve Accounts the balance on the Debt Service Payment Account would be insufficient to pay any Scheduled Debt Service falling due for payment at items (i)-(vi) inclusive and, after deducting all payments to be made in priority thereto, items (ix), (xii) or (xix) of the Payment Priorities (excluding any termination payments under any Hedging Agreements), the Issuer shall promptly request a drawing under the relevant DSR Liquidity Facility for payment on the following Payment Date in an amount equal to the shortfall.

Debt Service Reserve Accounts and Issuer’s O&M Reserve Account

TWUL must (subject to and in accordance with the Payment Priorities) transfer monies standing to the credit of the Debt Service Payment Account to the Issuer’s Class A Debt Service Reserve Accounts, the Issuer’s Class B Debt Service Reserve Account or the Issuer’s O&M Reserve Account, as required.

The Issuer must drawdown the whole of a Liquidity Facility Provider’s commitment if that Liquidity Facility Provider: (i) ceases to have the Minimum Short-Term Rating; or (ii) fails to renew its commitment at the end of the term of the relevant Liquidity Facility and whose commitment is not replaced by another Liquidity Facility Provider. The Issuer must deposit the proceeds of each such drawdown into its Debt Service Reserve Account (in the case of a drawdown under a DSR Liquidity Facility Agreement) or the Issuer’s O&M Reserve Account (in the case of a drawdown by the Issuer under any O&M Reserve Facility).

No monies may be withdrawn from the Debt Service Reserve Accounts or the O&M Reserve Account except as permitted by the relevant Liquidity Facility Agreement (see “The Liquidity Facilities” below) and the CTA or if the Issuer delivers, prior to any withdrawal, a certificate to the Security Trustee and the Account Bank that following the making of such withdrawal: (a) in the case of the Debt Service Reserve Accounts, the aggregate of the amounts

standing to the credit of the Debt Service Reserve Accounts, and available for drawing under the DSR Liquidity Facilities is at least equal to the Required Balance; and (b) in the case of the Issuer's O&M Reserve Account, the aggregate of the O&M Reserve and amounts available for drawing under the O&M Facilities is at least equal to the O&M Reserve Required Amount.

TWUL has agreed to procure that on any Payment Date and (in respect of paragraph (a) only) any Unsecured TWUF Bond Payment Date (save for any date upon which a drawing is to be made under a DSR Liquidity Facility or out of the Debt Service Reserve Accounts to make a payment into the Debt Service Payment Accounts):

- (a) the aggregate of: (i) all amounts available for drawing under the DSR Liquidity Facilities; and (ii) all amounts standing to the credit of the Class A Debt Service Reserve Accounts (including the value of any Authorised Investments) are equal to the next 12 months' interest and other finance charges forecast to be due on the Class A Debt and Unsecured TWUF Bond Debt of the TWU Financing Group (the "**Class A Required Balance**"); and
- (b) the aggregate of: (i) all amounts available for drawing in respect of Class B Debt under the DSR Liquidity Facilities; and (ii) all amounts standing to the credit of the Class B Debt Service Reserve Accounts (including the value of any Authorised Investments) (after deducting all amounts required to satisfy the Class A Required Balance) are equal to the next 12 months' interest and other finance charges forecast to be due on the Class B Debt (other than any Subordinated Step-up Fee Amounts) of the TWU Financing Group (the "**Class B Required Balance**" and, together with the Class A Required Balance, the "**Required Balance**").

Compensation Account

The Common Terms Agreement requires TWUL to ensure that any amounts required under the terms of the Common Terms Agreement to be deposited into the Compensation Account following a notice of termination from a Hedge Counterparty are so deposited. The Common Terms Agreement provides that TWUL may only withdraw amounts from the Compensation Account in meeting termination sums due under the relevant Hedging Agreement and/or in paying to the Operating Accounts any amount deposited which is, at any time, in excess of the amount required to be so deposited.

Authorised Investments

TWUL and the Issuer are permitted, in accordance with the CTA, to invest in certain Authorised Investments such part of the amounts standing to the credit of any of the Accounts.

Cash Management during a Standstill Period

The arrangements described in the section "Debt Service Payment Account" above continue to apply until the commencement of a Standstill Period. The CTA provides that, so long as a Standstill Period continues unremedied, and provided no Enforcement Action (other than a Permitted Share Pledge Acceleration) has occurred, TWUL shall cease to be the Cash Manager and will be replaced by the Standstill Cash Manager, who shall assume control of the Accounts, pay operating expenditure when it falls due and, on a monthly basis, calculate the aggregate of all payments falling to be made during the next following period of 12 months and shall calculate all net revenues received and/or expected to be received over that 12 month period. To the extent that the forecast revenues are insufficient (after paying all relevant operating expenditure) to pay the aggregate of all payments falling to be made during the next 12 months, the Standstill Cash Manager shall notionally apply those forecast revenues to each category in accordance with the Payment Priorities until the revenue that is forecast to be available is insufficient to meet all of the payments falling to be made within such 12 month period in any sub-paragraph of the Payment Priorities (the "**Shortfall Paragraph**") and shall, in respect of those categories of payment falling within the Shortfall Paragraph, divide the anticipated revenues remaining pro-rata between those amounts. Throughout the Standstill Period, any payments falling to be made within a category of payment falling within a Shortfall Paragraph shall be satisfied by a payment of the pro-rata share of that payment so calculated and no payments falling in a category which (in accordance with

the Payment Priorities) falls after a Shortfall Paragraph shall be made (and the balance of the payments not made shall remain outstanding).

The proceeds of enforcement of the Security which is permitted to be enforced during a Standstill Period will also be applied in accordance with the Payment Priorities. In circumstances where such enforcement occurs during a Standstill Period or following termination of a Standstill the proceeds of enforcement will be applied in accordance with the above Payment Priorities but excluding in these circumstances payments under sub-paragraphs (i), (x), (xi) and (xv) thereof.

Additionally during a Standstill Period the Annual Finance Charge pertaining to any Finance Leases will be adjusted in accordance with the terms of the relevant Finance Lease.

Hedging Policy

The Hedging Policy provides, *inter alia*, that:

- (a) The TWU Financing Group will not enter into Treasury Transactions for the purpose of speculation, but rather only to manage risk inherent in its business or funding on a prudent basis (which shall include any pre-hedging if thought appropriate).
- (b) Any change to the Hedging Policy will be subject to TWUL board approval and may only be made with the approval of the Security Trustee.
- (c) Subject to such approvals, the Hedging Policy will be reviewed from time to time by the TWU Financing Group and amended (subject to Entrenched Rights and Reserved Matters and in accordance with the provisions of the STID) as appropriate in line with market developments, regulatory developments, and Good Industry Practice.
- (d) The TWU Financing Group must not bear currency risk in respect of any foreign currency denominated debt instruments, or in respect of any foreign currency purchases which, when aggregated with all other foreign currency exposure at the time of such purchase causes the sterling equivalent of foreign currency exposure of the TWU Financing Group to exceed 0.1 per cent. of RCV.
- (e) The TWU Financing Group will hedge at least 85 per cent. of its total outstanding debt liabilities for the current period to the next Periodic Review and at least 75 per cent. in the next period to the subsequent Periodic Review (each as adjusted proportionately to the extent that the period from one Periodic Review to the next Periodic Review is greater than five years) (on a rolling basis) into either index-linked obligations or fixed rate obligations. This figure will be kept under review with respect to market conditions and developments in regulatory methodology and practice. Any proposal to change these figures will be approved by the TWUL board and be subject to the approval of the Security Trustee (such approval not to be unreasonably withheld).
- (f) Interest rate risk on floating rate liabilities will be hedged through a combination of cash balances and instruments such as interest rate swaps.
- (g) Subject to market constraints and TWUL board approval, the TWU Financing Group will raise debt through the use of index-linked instruments where it is cost effective.
- (h) The Issuer and TWUL may only enter into Treasury Transactions with counterparties whose short-term, unsecured and unsubordinated debt obligations are assigned a rating by the Rating Agencies which is no less than the minimum required ratings applicable to each Rating Agency as specified in the Hedging Policy or where a parent guarantee is provided by an institution which meets the same criteria. Each Hedging Agreement must include a provision entitling the Issuer or, as the case may be, TWUL to terminate if there is a downgrade of the Hedge Counterparty (or guarantor thereof) from such minimum required ratings or certain

specified long-term ratings and the relevant Hedge Counterparty has failed to post collateral or take such other steps as may be stipulated in the relevant Hedging Agreement pursuant to the relevant provisions relating to counterparty credit risk in accordance with the current criteria of S&P and Moody's.

- (i) Hedging Agreements must be entered into in the form, as amended by the parties thereto, of the 1992 ISDA Master Agreement (Multicurrency-Cross Border), the 2002 Master Agreement published by ISDA or any successor thereto published by ISDA unless otherwise agreed by the Security Trustee.

Security Agreement

Security

Each Obligor has entered into the security agreement dated the Initial Issue Date (the "**Security Agreement**") with the Security Trustee pursuant to which:

- (a) TWH:
 - (i) guarantees to the Security Trustee (for itself and for and on behalf of the Secured Creditors) punctual performance and observance by each other Obligor of all the present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each other Obligor to any Secured Creditor under each Finance Document;
 - (ii) undertakes with the Security Trustee (for itself and for and on behalf of the Secured Creditors) that, whenever any other Obligor does not pay any amount when due under or pursuant to any Finance Document, that Obligor must immediately on demand by the Security Trustee pay that amount as if it were the principal obligor; and
 - (iii) indemnifies the Security Trustee (for itself and for and on behalf of the Secured Creditors) immediately on demand against any loss or liability suffered by the Security Trustee or any Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective; the amount of the loss or liability under this indemnity is equal to the amount the Security Trustee or that Secured Creditor would otherwise have been entitled to recover; and
- (b) each of TWUL and the Issuer:
 - (i) guarantees to the Security Trustee (for itself and for and on behalf of the Secured Creditors) punctual performance and observance by each other of all the present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each other under each Finance Document;
 - (ii) undertakes with the Security Trustee (for itself and for and on behalf of the Secured Creditors) that, whenever one of them does not pay any amount when due under or pursuant to any Finance Document, it must immediately on demand by the Security Trustee pay that amount as if it were the principal obligor; and
 - (iii) indemnifies the Security Trustee (for itself and for and on behalf of the Secured Creditors) immediately on demand against any loss or liability suffered by the Security Trustee or any Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective; the amount of the loss or liability under this indemnity is equal to the amount the Security Trustee or that Secured Creditor would otherwise have been entitled to recover.

Each Obligor secures its property, assets and undertakings to the Security Trustee as trustee for the Secured Creditors. However, in respect of TWUL, the creation, perfection and enforcement of such security is subject to the WIA, the Instrument of Appointment and requirements thereunder. The Security Agreement incorporates, to the extent applicable, the provisions of the CTA and is subject to the STID.

The security constituted by the Security Agreement is expressed to include, amongst other things:

- (a) first fixed charges over:
 - (i) the shares in TWUL and the Issuer;
 - (ii) each Obligor's right, title and interest from time to time in and to certain land and other real property and the proceeds of any disposal thereof;
 - (iii) all present and future plant, machinery, office equipment, computers, vehicles and other chattels;
 - (iv) all moneys standing to the credit of each Obligor's bank accounts;
 - (v) certain Intellectual Property Rights owned by each Obligor;
 - (vi) each Authorised Investment;
 - (vii) all shares of any person owned by the Obligor including all dividends, interest and other monies payable in respect thereof and all other rights related thereto;
 - (viii) all present and future book debts;
 - (ix) all benefit in respect of certain insurances;
 - (x) an assignment of each Obligor's right in respect of all Transaction Documents; and
 - (xi) a first floating charge of the whole of the undertaking of each Obligor,

except that the Security does not include any security over Protected Land (see Chapter 6, "*Regulation of the Water and Wastewater Industry in England and Wales*" under "*Protected Land*") or any of TWUL's other assets, property and rights to the extent, and for so long as, the taking of any such security would contravene the terms of the Instrument of Appointment and requirements thereunder or the WIA or any other applicable law.

For a description of certain limitations on the ability of TWUL to grant security and certain limitations and restrictions on the security purported to be granted, see Chapter 2 "*Risk Factors*" under "*Security and protection of assets (Protected Land)*" and Chapter 6 "*Regulation of the Water and Wastewater Industry in England and Wales*" under "*Restrictions on the granting of security*".

Prior to an Event of Default, notices of assignment will only be given to the relevant counterparty to the Transaction Documents that are assigned and to the insurers with whom TWUL has taken out insurance in accordance with the requirements of the CTA (subject to certain agreed exceptions). Following an Event of Default, notices of assignment will be given in respect of any assigned contract or asset as requested by the Security Trustee upon the instructions of the Majority Creditors.

Any Permitted Subsidiary acquired or established by TWUL is required to accede to the Security Agreement as an Obligor.

Security Structure

The following shows the security provided by the TWU Financing Group in favour of the Security Trustee on behalf of the Secured Creditors:

SECURITY

Fixed and floating charge

TWH

GUARANTEE

Guarantees all obligations of TWUL and the Issuer under the Finance Documents

(principal secured asset is its holding of shares in TWUL)

Fixed and floating charge over its property, assets and undertaking, all subject to the WIA and the Instrument of Appointment	TWUL	Guarantees all obligations of the Issuer under the Finance Documents
Fixed and floating charge	ISSUER	Guarantees all obligations of TWUL under the Finance Documents

Financial Guarantor Documents

The Financial Guarantees of Wrapped Bonds

The form of Financial Guarantee to be issued by each Financial Guarantor (upon fulfilment or waiver by the Relevant Financial Guarantors of certain conditions precedent to be contained in the CP Agreement) in respect of the issue of Wrapped Bonds to be issued under the Programme will be set out in a Drawdown Prospectus.

Upon an early redemption of the relevant Wrapped Bonds or an acceleration of the relevant Wrapped Bonds, each Relevant Financial Guarantor's obligations will continue to be to pay the Guaranteed Amounts as they fall Due for Payment (each as defined in the Relevant Financial Guarantor's Financial Guarantee) on each Payment Date. None of the Financial Guarantors will be obliged under any circumstances to accelerate payment under its Financial Guarantees. However, if it does so, it may do so in its absolute discretion in whole or in part, and the amount payable by the Relevant Financial Guarantor will be the Outstanding Principal Amount (or pro rata amount that has become due and payable) of the relevant Wrapped Bonds together with accrued interest (excluding the FG Excepted Amounts). Any amounts due in excess of such Outstanding Principal Amount (and any accrued interest thereon) will not be guaranteed by any Financial Guarantor under any of the Financial Guarantees.

The Bond Trustee as party to each of the Financial Guarantees will have the right to enforce the terms of such Financial Guarantees, and any right of any other person to do so is expressly excluded.

Guarantee and Reimbursement Deeds

On each relevant Issue Date, the Issuer and TWUL will enter into a guarantee and reimbursement deed (each a "G&R Deed") with the relevant Financial Guarantor, pursuant to which the Issuer will be obliged, among other things, to reimburse such Financial Guarantor in respect of the payments made by it under the relevant Financial Guarantee and to pay, among other things, any financial guarantee fee and fees and expenses of such Financial Guarantor in respect of the provision of the relevant Financial Guarantee. Insofar as a Financial Guarantor makes payment under the relevant Financial Guarantee in respect of Guaranteed Amounts (as defined in such Financial Guarantee), it will be subrogated to the present and future rights of the relevant Wrapped Bondholders against the Issuer in respect of any payments made.

Additional Resources Available

Authorised Credit Facilities

TWUL and the Issuer (or, historically, TWUCFL) have entered into various bilateral and syndicated bank facilities, which incorporate and are subject to the terms of the STID and CTA. In respect of an Authorised Credit Facilities historically entered into by TWUCFL, the Issuer has been substituted as the principal debtor and TWUCFL has ceased to be a party.

The Liquidity Facilities

DSR Liquidity Facilities

The Issuer has entered into (and will renew or enter into similar facilities, as appropriate) a DSR Liquidity Facility Agreement. The Issuer may establish further DSR Liquidity Facilities in connection with the issue of further Bonds and other Class A Debt and Class B Debt issued or incurred.

TWUCFL has entered into a Class A DSR Liquidity Facility Agreement and a Class B DSR Liquidity Facility Agreement on 13 August 2015 (the “**DSR Liquidity Facility Agreements**”) in respect of which the Issuer was substituted as the principal debtor and TWUCFL has ceased to be a party. The DSR Liquidity Facility Agreements were restated on 18 August 2016 and the Issuer has the right to request a renewal of the DSR Liquidity Facility Agreements on equivalent terms subject to, among other things, an increase of the commitments under the DSR Liquidity Facility Agreement and changes to the fees payable pursuant to the DSR Liquidity Facility Agreements. Under the terms of each DSR Liquidity Facility Agreement, the DSR Liquidity Facility Providers provide a 364 day commitment in an aggregate amount specified in the relevant DSR Liquidity Facility Agreement to permit drawings to be made by:

- (a) the Issuer in circumstances where TWUL has or will have insufficient funds in the Debt Service Payment Account available on a Payment Date to pay amounts (other than principal amounts to be repaid in respect of Class A Debt or Class B Debt and principal amounts to be repaid or any termination payments under any Hedging Agreements) scheduled to be paid in respect of items (i) to (vi) inclusive and, after deducting all payments to be made in priority thereto, items (ix), (xii) and (xix) of the Payment Priorities (a “**Liquidity Shortfall**”); and/or
- (b) the Issuer where TWUL has or will have insufficient funds in the Operating Accounts available on an Unsecured TWUF Bond Payment Date, or otherwise fails on an Unsecured TWUF Bond Payment Date, to pay any amounts (other than principal amounts to be repaid in respect of Unsecured TWUF Bond Debt) scheduled to be paid on such Unsecured TWUF Bond Payment Date in respect of any Unsecured TWUF Bond Debt (an “**Unsecured TWUF Bond Shortfall**”).

The proceeds of drawings made by the Issuer under the DSR Liquidity Facilities will be on-lent by the Issuer to TWUL under the relevant Issuer/TWUL Loan Agreement.

The Issuer is not able to make a drawing in respect of a Liquidity Shortfall relating (in whole or in part) to Class B Debt unless the sum of the amount available under the DSR Liquidity Facilities and the amount standing to the credit of the Issuer’s Class A Debt Service Reserve Account (immediately after such drawing) is not less than the Class A Required Balance.

Unless otherwise agreed by the Issuer and the Security Trustee, liquidity in respect of the Class A Debt and Unsecured TWUF Bond Debt will be applied in making payments in respect of Class A Debt or, as the case may be, Unsecured TWUF Bond Debt only and liquidity in respect of Class B Debt will be applied in making payments in respect of Class B Debt only.

O&M Reserve Facility

Under the terms of each O&M Reserve Facility Agreement, the O&M Reserve Facility Providers provide a 364 day liquidity facility in an aggregate amount equivalent to 10 per cent. of TWUL’s Projected Operating Expenditure and Capital Maintenance Expenditure for the succeeding 12 months, drawings under which will be on-lent by the Issuer to TWUL to meet TWUL’s operating and capital maintenance expenditure requirements to the extent that TWUL has insufficient funds available to it to meet these requirements.

The O&M Reserve Facility Agreement was restated on 18 August 2016 and the Issuer has the right to request a renewal of the O&M Reserve Facilities on equivalent terms subject to, among other things, an increase of the

commitments under the O&M Reserve Facilities and changes to the fees payable pursuant to the O&M Reserve Facility Agreement.

Each Liquidity Facility Provider must be a bank which as at the relevant Issue Date has the Minimum Short-Term Rating.

Each Liquidity Facility Provider may be replaced at any time **provided that** such Liquidity Facility Provider is replaced by a bank with the Minimum Short-Term Rating and all amounts outstanding to such Liquidity Facility Provider are repaid in full.

Each Liquidity Facility Agreement provides that amounts repaid by the Issuer may be redrawn.

Each Liquidity Facility Agreement provides that if: (i) at any time the rating of the relevant Liquidity Facility Provider falls below the Minimum Short-Term Rating; or (ii) the relevant Liquidity Facility Provider does not agree to renew its commitment under such Liquidity Facility prior to the expiry of the relevant availability period, the Issuer will:

- (a) use all reasonable endeavours to replace the relevant Liquidity Facility Provider with a party having the Minimum Short-Term Rating; and
- (b) (if a replacement is not made within the relevant time period specified in the relevant Liquidity Facility Agreement) be entitled to require such Liquidity Facility Provider to pay into the Debt Service Reserve Account of the Issuer (in the case of a DSR Liquidity Facilities) or the Issuer's O&M Reserve Account (in the case of an O&M Reserve Facility) the full amount of the relevant Liquidity Facility Provider's undrawn commitment (a "**Standby Drawing**").

A Standby Drawing will generally be repayable only if the relevant Liquidity Facility Provider is rated with the Minimum Short-Term Rating or confirmation is received from each of the Rating Agencies that either: (i) the terms of a replacement Liquidity Facility; or (ii) the absence of any such facility, in each case, as applicable will not lead to a shadow ratings downgrade of the Wrapped Bonds or a credit ratings downgrade of the Unwrapped Bonds from the relevant Rating Agencies.

Interest will accrue on any drawing (including a Standby Drawing) made under the Liquidity Facility provided by a Liquidity Facility Provider at a reference rate per annum plus a margin. Under the Liquidity Facility Agreements, the Issuer is, in certain circumstances, required to pay additional amounts if: (i) a withholding or deduction for or on account of tax is imposed on payments made by it to the relevant Liquidity Facility Provider; or (ii) if the relevant Liquidity Facility Provider suffers an increase in the cost of providing the relevant Liquidity Facility. The Issuer will pay certain agency, arrangement and renewal fees as well as a commitment fee which will accrue on any undrawn portion of the commitments under the Liquidity Facilities.

Upon the enforcement of the Security pursuant to the STID, all indebtedness outstanding under any Liquidity Facility (other than Subordinated Liquidity Facility Amounts) will rank in priority to the Bonds.

Hedging

TWUL has entered into a number of Hedging Agreements, each of which must comply with the terms of the Hedging Policy. The Hedging Agreements incorporate and are subject to the terms of the CTA and STID. The Hedging Policy provides that the TWU Financing Group must enter into Hedging Agreements in accordance with the Hedging Policy and that the only members of the TWU Financing Group that may enter into Hedging Agreements are TWUL and the Issuer. (See "Hedging Policy" under "Common Terms Agreement" above for further detail).

Termination

The Issuer or, as the case may be, TWUL will be entitled to terminate a Hedging Agreement in certain circumstances (including a failure to pay by the Hedge Counterparty, certain insolvency events affecting the Hedge Counterparty and certain rating downgrade events affecting the Hedge Counterparty or any guarantor as the case may be where the relevant Hedge Counterparty has failed to post collateral or take such other steps as may be stipulated in the relevant Hedging Agreement pursuant to the relevant provisions relating to counterparty credit risk in accordance with the current criteria of S&P and Moody's).

The Hedge Counterparty will be entitled to terminate a Hedging Agreement only in certain limited circumstances being:

- (a) a failure by the Issuer or, as the case may be, TWUL to make payment when due;
- (b) certain insolvency events affecting the Issuer or, as the case may be, TWUL;
- (c) illegality affecting the Hedging Agreement;
- (d) certain tax events;
- (e) termination of a Standstill Period (except by virtue of remedy or waiver of the relevant Event of Default giving rise to the Standstill Period); and
- (f) (subject to the provisions described below) upon the exercise of an option (if applicable) to terminate a Hedging Agreement on the tenth anniversary of the effective date of the relevant hedging transaction or at five yearly intervals thereafter.

The Issuer or TWUL may enter into Treasury Transactions with Hedge Counterparties pursuant to which each relevant Hedge Counterparty has the right to terminate the relevant interest rate Treasury Transaction on the tenth anniversary of the effective date of such Treasury Transaction and thereafter no more frequently than at five yearly intervals provided that, among other things:

- (a) the relevant Hedge Counterparty gives the Issuer or, as the case may be, TWUL at least one year's prior notice in writing of its intention to exercise such right of termination; and
- (b) the aggregate notional amount and/or sterling currency amounts (as applicable) of interest rate Treasury Transactions pursuant to which Hedge Counterparties have such right of termination does not exceed 5 per cent. of RCV.

In the event that a Hedging Agreement or a Treasury Transaction is terminated, a termination payment may be due from the Issuer or as the case may be, TWUL.

Other Finance Documents

Account Bank Agreement

Pursuant to the Account Bank Agreement, the Account Bank agrees to hold the Accounts and operate them in accordance with the instructions of the Cash Manager or Standstill Cash Manager (as applicable). The Cash Manager or Standstill Cash Manager (as applicable) manages the Accounts on behalf of the TWU Financing Group pursuant to the CTA (see the section "Cash Management" above).

Tax Deed of Covenant

Pursuant to the Tax Deed of Covenant, among other things, all the parties thereto which are members of the Thames Water Group have made representations and given covenants with a view to protecting the Obligors from various tax-related risks.

Under the terms of the Tax Deed of Covenant, each Obligor has given certain representations and covenants as to its tax status and to the effect that, subject to the Obligors' membership of the TWUL VAT Group, it has not taken and, save in certain permitted circumstances, will not take any steps which could reasonably be expected to give rise to a liability to tax for an Obligor where that tax is primarily the liability of another person (a "**Secondary Tax Liability**") and, save in certain permitted circumstances, that it will not take any steps and will procure that no steps are taken which would cause any Obligor to become subject *inter alia* to any charge to corporation tax on chargeable gains under Section 179 of the Taxation of Chargeable Gains Act 1992 or to stamp duty land tax as a result of the withdrawal of group relief under paragraph 3 or 9 of schedule 7 to the Finance Act 2003 (each a "**Degrouping Tax Liability**").

Kemble Water Holdings Limited and the Parent (the "**Covenantors**") have also represented and covenanted that, other than where liability arises from membership of the TWUL VAT Group, no steps have been taken nor will be taken which might reasonably be expected to give rise to a Secondary Tax Liability in an Obligor, and that they will not take and will procure that no steps are taken which cause an Obligor to be subject to a Degrouping Tax Liability.

Under the Tax Deed of Covenant, Kemble Water Holdings Limited has undertaken to indemnify the Obligors against any Secondary Tax Liability or Degrouping Tax Liability which arises as a result of the breach of the covenants referred to above.

With a view to preventing or mitigating a Secondary Tax Liability or Degrouping Tax Liability arising in an Obligor, the Covenantors and the Obligors (among others) have, under the Tax Deed of Covenant, incurred certain obligations in relation to specified events including changes in ownership of the Obligors. For example, the Tax Deed of Covenant provides that in certain circumstances where it is anticipated that there will be a change of control for tax purposes of TWH and therefore of the Obligors (for example, as a result of the sale of shares in TWH or the Parent), the Parent can be required, as a condition of that sale, to deposit an amount in a trust account equal to the estimated tax liability (if any) arising or likely to arise in an Obligor as a result of the sale. The money deposited could then be used to pay the tax liability of the Obligor.

The TWUL VAT Group (of which TWUL is the representative member) is currently comprised of TWUL, TWH, the Parent, Kemble Water Finance Limited, Kemble Water Holdings Limited, Kemble Water Eurobond plc and the Issuer. With a view to mitigating the possibility of any Obligor becoming liable (on a joint and several basis or otherwise) for any VAT liability of another person (other than an Obligor), the Obligors and the Covenantors have represented and covenanted that no other person shall become treated as a member of the TWUL VAT Group without the consent of the Security Trustee. Kemble Water Holdings Limited also indemnify TWUL or procure that TWUL is indemnified in respect of any Tax liability which TWUL may incur by virtue of any member of the Thames Water Group (other than an Obligor) having been a member of the TWUL VAT Group.

CHAPTER 8

THE BONDS

Terms and Conditions of the Bonds

The following is the text of the terms and conditions which (subject to completion in accordance with the provisions of the relevant Final Terms or completion in accordance with the provisions of the relevant Drawdown Prospectus (as defined below) and, save for the italicised paragraphs) will be incorporated into each Global Bond (as defined below) representing Bonds (as defined below) in bearer form, Bonds in definitive form (if any) issued in exchange for the Global Bond(s) representing Bonds in bearer form, each Global Bond Certificate (as defined below) representing Bonds in registered form and each Individual Bond Certificate (as defined below) representing Bonds in registered form (only if such incorporation is permitted by the rules of the relevant stock exchange and agreed by the Issuer). If such incorporation is not so permitted and agreed, each Bond in bearer form and each Individual Bond Certificate representing Bonds in registered form will have endorsed thereon or attached thereto such text (as so completed, amended, varied or supplemented). Further information with respect to each Tranche (as defined below) of Bonds will be given in the relevant Final Terms or Drawdown Prospectus which will provide for those aspects of these Conditions which are applicable to such Tranche (as defined below) of Bonds, including, in the case of Wrapped Bonds (as defined below), the form of Financial Guarantee (as defined below) and endorsement and, in the case of all Sub-Classes (as defined below), the terms of the relevant advance under the relevant Issuer/TWUL Loan Agreement. If a Financial Guarantor (as defined below) is appointed in relation to any Sub-Class of Wrapped Bonds (as specified in the relevant Drawdown Prospectus) a supplement to this Prospectus will be produced providing such information about such Financial Guarantor as may be required by the rules of the London Stock Exchange on which such Bonds are admitted to listing and/or trading. References in the Conditions to “Bonds” are, as the context requires, references to the Bonds of one Sub-Class only, not to all Bonds which may be issued under the Programme.

Thames Water Utilities Finance plc (the “**Issuer**”) has established a guaranteed bond programme (the “**Programme**”) for the issuance of up to £10,000,000,000 guaranteed bonds (the “**Bonds**”). Bonds issued under the Programme on a particular Issue Date comprise a Series (a “**Series**”), and each Series comprises one or more Classes of Bonds (each a “**Class**”). Each Class may comprise one or more sub-classes (each a “**Sub-Class**”) and each Sub-Class comprising one or more tranches (each a “**Tranche**”).

Certain of the Bonds will be subject to a Financial Guarantee and will be designated as “Class A Wrapped Bonds” or “Class B Wrapped Bonds”. The Bonds which are not subject to a Financial Guarantee will be designated as “Class A Unwrapped Bonds” (and, together with the Class A Wrapped Bonds, the “**Class A Bonds**”) or “Class B Unwrapped Bonds” (and, together with the Class B Wrapped Bonds, the “**Class B Bonds**”). Each Sub-Class will be denominated in different currencies or will have different interest rates, maturity dates or other terms. Bonds of any Class may be zero coupon bonds (“**Zero Coupon Bonds**”), fixed rate bonds (“**Fixed Rate Bonds**”), floating rate bonds (“**Floating Rate Bonds**”), index-linked bonds (“**Indexed Bonds**”), dual currency bonds (“**Dual Currency Bonds**”) or instalment bonds (“**Instalment Bonds**”) depending on the method of calculating interest payable in respect of such Bonds and may be denominated in sterling, euro, U.S. dollars or in other currencies subject to compliance with applicable law.

The terms and conditions applicable to any particular Sub-Class of Bonds are these terms and conditions (“**Conditions**”) as completed, amended and/or replaced by a set of final terms in relation to such Sub-Class (a “**Final Terms**”) or a drawdown prospectus (a “**Drawdown Prospectus**”). In the event of any inconsistency between these Conditions and the relevant Final Terms or Drawdown Prospectus, the relevant Final Terms or Drawdown Prospectus (as applicable) shall prevail.

The Final Terms or Drawdown Prospectus for the Bonds (or the relevant provisions thereof) completes these Conditions and a Drawdown Prospectus may specify other terms and conditions which shall, to the extent so specified

or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of the Bonds. Reference to “Final Terms” or “Drawdown Prospectus” is to the Final Terms or, as the case may be, Drawdown Prospectus (or the relevant provisions thereof) applicable to the Bonds.

The Bonds are subject to and have the benefit of a trust deed dated the Initial Issue Date (as defined below) (as amended, supplemented, restated and/or novated from time to time, the “**Bond Trust Deed**”) between the Issuer, any Financial Guarantor (as defined below) acceding thereto and Deutsche Trustee Company Limited as trustee (the “**Bond Trustee**”, which expression includes the trustee or trustees for the time being of the Bond Trust Deed).

The Class A Wrapped Bonds and the Class B Wrapped Bonds (each “**Wrapped Bonds**”) alone will be unconditionally and irrevocably guaranteed as to scheduled payments of principal and interest (as adjusted for indexation, as applicable, but excluding any additional amounts relating to premium, prepayment or acceleration, accelerated amounts and amounts (if any), in the case of Fixed Rate Bonds or Indexed Bonds (other than deferred interest), representing step-up fees at a rate specified in the relevant Drawdown Prospectus in excess of the initial Coupons on such Sub-Class as at the relevant Issue Date (as defined in Condition 6(1) (*Definitions*)), and, in the case of Floating Rate Bonds, representing step-up fees at a rate specified in the relevant Drawdown Prospectus in excess of the initial Margin on the Coupons on such Sub-Class as at the relevant Issue Date (as defined in Condition 6(1) (*Definitions*)) (in each case, the “**Subordinated Step-up Fee Amounts**”), all such amounts being the “**FG Excepted Amounts**”) pursuant to a financial guarantee (each, a “**Financial Guarantee**”) to be issued by financial guarantors (each a “**Financial Guarantor**”) in conjunction with the issue of each Sub-Class of Bonds.

Neither of the Class A Unwrapped Bonds or the Class B Unwrapped Bonds (each “**Unwrapped Bonds**”) will have the benefit of any such Financial Guarantee.

The Bonds have the benefit (to the extent applicable) of an agency agreement (as amended, supplemented and/or restated from time to time, the “**Agency Agreement**”) dated the Initial Issue Date (to which the Issuer, the Bond Trustee, the Principal Paying Agent and the other Paying Agents (in the case of Bearer Bonds) or the Transfer Agents and the Registrar (in the case of Registered Bonds) are party). As used herein, each of “**Principal Paying Agent**”, “**Paying Agents**”, “**Agent Bank**”, “**Transfer Agents**” and/or “**Registrar**” means, in relation to the Bonds, the persons specified in the Agency Agreement as the Principal Paying Agent, Paying Agents, Agent Bank, Transfer Agents and/or Registrar, respectively, and, in each case, any successor to such person in such capacity. The Bonds may also have the benefit (to the extent applicable) of a calculation agency agreement (in the form or substantially in the form of Schedule 1 to the Agency Agreement, the “**Calculation Agency Agreement**”) between, *inter alios*, the Issuer and any calculation agent appointed by the Issuer as calculation agent (the “**Calculation Agent**”).

On 30 August 2007 (the “**Initial Issue Date**”), the Issuer entered into a security agreement (the “**Security Agreement**”) with Deutsche Trustee Company Limited as security trustee (the “**Security Trustee**”), pursuant to which the Issuer granted certain fixed and floating charge security (the “**Issuer Security**”) to the Security Trustee for itself and on behalf of the Bond Trustee (for itself and on behalf of the Bondholders), the Bondholders, each TWUF Bond Trustee (for itself and on behalf of the relevant Secured TWUF Bondholders), the Secured TWUF Bondholders, each Financial Guarantor, the Issuer, each Liquidity Facility Provider, any Liquidity Facility Arrangers, each Finance Lessor, the Hedge Counterparties, the Liquidity Facility Agents, the Initial Credit Facility Agent, the Initial Credit Facility Providers, each Authorised Credit Provider (as defined below), each Agent, the Account Bank, the Cash Manager (other than when the Cash Manager is TWUL), the Standstill Cash Manager and any Additional Secured Creditors (each as defined therein) (together with the Security Trustee, the “**Secured Creditors**”). On the Initial Issue Date, the Issuer entered into a Security Trust and Intercreditor Deed (the “**STID**”) with, among others, the Security Trustee, other Secured Creditors and certain Secondary Market Guarantors and pursuant to which the Security Trustee holds the Security on trust for itself and the other Secured Creditors and the Secured Creditors and the Secondary Market Guarantors agree to certain intercreditor arrangements.

The Issuer entered into a dealership agreement (as amended, supplemented and/or restated from time to time, the “**Dealership Agreement**”) with the dealers named therein (the “**Dealers**”) in respect of the Programme, pursuant to which any of the Dealers may enter into a subscription agreement in relation to each Sub-Class of Bonds issued by the Issuer, and pursuant to which the Dealers have agreed to subscribe for the relevant Sub-Class of Bonds. In any subscription agreement relating to a Sub-Class of Bonds, any of the Dealers may agree to procure subscribers to subscribe for the relevant Sub-Class of Bonds.

On the Initial Issue Date, the Issuer entered into a Common Terms Agreement (the “**Common Terms Agreement**”) with, among others, the Security Trustee, pursuant to which the Issuer makes certain representations, warranties and covenants and which sets out in Schedule 7 thereof the Events of Default (as defined therein) in relation to the Bonds.

The Issuer has entered or may enter into liquidity facility agreements (together, the “**Liquidity Facility Agreements**”) with certain liquidity facility providers (together, the “**Liquidity Facility Providers**”) pursuant to which the Liquidity Facility Providers agree to make certain facilities available to meet liquidity shortfalls (including debt service liquidity shortfalls and shortfalls in operating and maintenance expenditure of TWUL).

The Issuer has entered or may enter into certain credit facilities (together, the “**Authorised Credit Facilities**”) with certain lenders (the “**Authorised Credit Providers**”), pursuant to which the Authorised Credit Providers agree to make certain facilities available to the Issuer for the purpose of funding certain working capital, capital expenditure and other expenses of the TWU Financing Group.

TWUL and/or the Issuer may enter into certain currency, index linked and interest rate hedging agreements (together, the “**Hedging Agreements**”) with certain hedge counterparties (together the “**Hedge Counterparties**”) in respect of certain Sub-Classes of Bonds and Authorised Credit Facilities, pursuant to which the Issuer or TWUL, as the case may be, hedges certain of its currency, index linked and interest rate obligations.

The Bond Trust Deed, the Bonds (including the applicable Final Terms) or Drawdown Prospectus, the Secured TWUF Bond Trust Deeds, the Secured TWUF Bonds (including the applicable final terms), the Security Agreement, the STID, (the STID, the Security Agreement and any other documentation evidencing or creating security over any asset of an Obligor to a Secured Creditor under the Finance Documents being together the “**Security Documents**”), the Financial Guarantee Fee Letters, the Finance Lease Documents, the Agency Agreement, the Liquidity Facility Agreements, the Hedging Agreements, the Initial Credit Facility Agreement, the Issuer/TWUL Loan Agreements, the TWUF/TWUL Loan Agreements, the TWUL/TWH Loan Agreement, the G&R Deeds, the Financial Guarantees, the CTA, the CP Agreement, the Existing Authorised Credit Finance Contracts, any other Authorised Credit Facilities, the master definitions agreement between, among others, the Issuer and the Security Trustee dated the Initial Issue Date (as amended, supplemented and/or restated from time to time, the “**Master Definitions Agreement**”), the account bank agreement between, among others, the account bank, the Issuer and the Security Trustee (the “**Account Bank Agreement**”), the Tax Deed of Covenant, any indemnification deed between, among others, a Financial Guarantor and the Dealers (an “**Indemnification Deed**”) and any related security document (each, if not defined above, as defined below or in the Master Definitions Agreement) are, in relation to the Bonds, (and together with each other agreement or instrument between TWUL or the Issuer (as applicable) and an Additional Secured Creditor designated as a Finance Document by TWUL or the Issuer (as applicable), the Security Trustee and such Additional Secured Creditor in the Accession Memorandum of such Additional Secured Creditor) together referred to as the “**Finance Documents**”.

Terms not defined in these Conditions have the meaning set out in the Master Definitions Agreement.

Certain statements in these Conditions are summaries of the detailed provisions appearing on the face of the Bonds (which expression shall include the body thereof), in the relevant Final Terms or Drawdown Prospectus or in the Bond Trust Deed, the Security Agreement or the STID. Copies of, *inter alia*, the Finance Documents are available for inspection during normal business hours at the specified offices of the Principal Paying Agent (in the case of bearer Bonds) or the specified offices of the Transfer Agents and the Registrar (in the case of registered Bonds).

The Bondholders (as defined below) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Bond Trust Deed, the STID, the Security Agreement, the CTA and the relevant Final Terms or Drawdown Prospectus and to have notice of those provisions of the Agency Agreement and the other Finance Documents applicable to them.

Any reference in these Conditions to a matter being “specified” means as the same may be specified in the relevant Final Terms or Drawdown Prospectus.

1 Form, Denomination and Title

(a) Form and Denomination

The Bonds are in bearer form (“**Bearer Bonds**”) or in registered form (“**Registered Bonds**”) as specified in the applicable Final Terms or Drawdown Prospectus and, serially numbered in the Specified Denomination(s) provided that in the case of any Bonds which require the publication of a prospectus under the UK Prospectus Regulation, the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Bonds). Bonds of one Specified Denomination may not be exchanged for Bonds of another Specified Denomination and Registered Bonds may not be exchanged for Bearer Bonds and *vice versa*. References in these Conditions to “Bonds” include Bearer Bonds and Registered Bonds and all Sub-Classes, Classes, Tranches and Series.

Interest-bearing Bearer Bonds are issued with Coupons (as defined below) (and, where appropriate, a Talon, (as defined below)) attached. After all the Coupons attached to, or issued in respect of, any Bearer Bond which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and (if necessary) one further Talon will be issued against presentation of the relevant Talon at the specified office of any Paying Agent. Any Bearer Bond the principal amount of which is redeemable in instalments may be issued with one or more Receipts (as defined below) (and, where appropriate, a Talon) attached thereto. After all the Receipts attached to, or issued in respect of, any Instalment Bond which was issued with a Talon have matured, a receipt sheet comprising further Receipts (other than Receipts which would be void) and (if necessary) a further Talon will be issued against presentation of the relevant Talon at the specified office of any Paying Agent.

(b) Title

Title to Bearer Bonds, Coupons, Receipts and Talons (if any) passes by delivery. Title to Registered Bonds passes by registration in the register (the “**Register**”), which the Issuer shall procure to be kept by the Registrar.

In these Conditions, subject as provided below, each “Bondholder” (in relation to a Bond, Coupon, Receipt or Talon), “holder” and “Holder” means: (i) in relation to a Bearer Bond, the bearer of any Bearer Bond, Coupon, Receipt or Talon (as the case may be); and (ii) in relation to Registered Bond, the person in whose name a Registered Bond is registered, as the case may be. The expressions “Bondholder”, “holder” and “Holder” include the holders of instalment receipts (which, in relation to Class A Bonds will be “Class A Receipts”, in relation to Class B Bonds, “Class B Receipts” and together, the “**Receipts**”), appertaining to the payment of principal by instalments (if any) attached to such Bonds in bearer form (the “**Receiptholders**”), the holders of the coupons (which, in relation to Class A Bonds will be “**Class A Coupons**”, in relation to Class B Bonds, “**Class B Coupons**” and together, the “**Coupons**”) (if any) appertaining to interest bearing Bonds in bearer form (the “**Couponholders**”), and the expression Couponholders or Receiptholders includes the holders of talons in relation to Coupons or Receipts as applicable, (which, in relation to Class A Bonds will be “**Class A Talons**”, in relation to

Class B Bonds, “**Class B Talons**” and together, the “**Talons**”) (if any) for further coupons or receipts, as applicable attached to such Bonds (the “**Talonholders**”).

The bearer of any Bearer Bond, Coupon, Receipt or Talon and the registered holder of any Registered Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the relevant Bond, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered Bond, a duly executed transfer of such Bond in the form endorsed on the Bond Certificate in respect thereof) and no person will be liable for so treating the holder.

Bonds which are represented by a Global Bond or Global Bond Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or Drawdown Prospectus or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Bond Trustee.

(c) *Fungible Issues of Bonds comprising a Sub-Class*

A Sub-Class of Bonds may comprise a number of issues in addition to the initial Tranche of such Sub-Class, each of which will be issued on identical terms save for the first Interest Payment Date, the Issue Date and the Issue Price. Such further issues of the same Sub-Class will be consolidated and form a Series with the prior issues of that Sub-Class.

2 Exchanges of Bearer Bonds for Registered Bonds and Transfers of Registered Bonds

(a) *Exchange of Bonds*

Subject to Condition 2(e) (*Closed Periods*), Bearer Bonds may, if so specified in the relevant Final Terms or Drawdown Prospectus, be exchanged at the expense of the transferor Bondholder for the same aggregate principal amount of Registered Bonds at the request in writing of the relevant Bondholder and upon surrender of the Bearer Bond to be exchanged together with all unmatured Coupons, Receipts and Talons (if any) relating to it at the specified office of the Registrar or any Transfer Agent or Paying Agent. Where, however, a Bearer Bond is surrendered for exchange after the Record Date (as defined below) for any payment of interest or Interest Amount (as defined below), the Coupon in respect of that payment of interest or Interest Amount need not be surrendered with it.

Registered Bonds may not be exchanged for Bearer Bonds.

(b) *Transfer of Registered Bonds*

A Registered Bond may be transferred upon the surrender of the relevant Individual Bond Certificate, together with the form of transfer endorsed on it duly completed and executed, at the specified office of any Transfer Agent or the Registrar. However, a Registered Bond may not be transferred unless: (i) the principal amount of Registered Bonds proposed to be transferred; and (ii) the principal amount of the Registered Bonds proposed to be the principal amount of the balance of Registered Bonds to be retained by the relevant transferor are, in each case, Specified Denominations (as specified in the relevant Final Terms or Drawdown Prospectus). In the case of a transfer of part only of a holding of Registered Bonds represented by an Individual Bond Certificate, a new Individual Bond Certificate in respect of the balance not transferred will be issued to the transferor within three business days (in the place of the specified office of the Transfer Agent or the Registrar) of receipt of such form of transfer.

(c) *Delivery of New Individual Bond Certificates*

Each new Individual Bond Certificate to be issued upon exchange of Bearer Bonds or transfer of Registered Bonds will, within three business days (in the place of the specified office of the Transfer Agent or the Registrar) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Transfer Agent or the Registrar stipulated in the request for exchange or form of transfer, or be mailed at the risk of the Bondholder entitled to the Individual Bond Certificate to such address as may be specified in such request or form of transfer. For these purposes, a form of transfer or request for exchange received by the Registrar after the Record Date (as defined below) in respect of any payment due in respect of Registered Bonds shall be deemed not to be effectively received by the Registrar until the business day (as defined below) following the due date for such payment.

(d) *Exchange at the Expense of Transferor Bondholder*

Registration of Bonds on exchange or transfer will be effected at the expense of the transferor Bondholder by or on behalf of the Issuer, the Transfer Agent or the Registrar, and upon payment of (or the giving of such indemnity as the Transfer Agent or the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

(e) *Closed Periods*

No transfer of a Registered Bond may be registered, nor any exchange of a Bearer Bond for a Registered Bond may occur: (i) during the period of 15 days ending on the due date for any payment of principal, interest, Interest Amount (as defined below) or Redemption Amount (as defined below) on that Bond; (ii) during the period of 15 days before any date on which that Bonds may be called for redemption by the Issuer at its option pursuant to Condition 8(b) (*Optional Redemption*) or Condition 8(j) (*Redemption at the Option of the Issuer (Issuer Maturity Call)*); or (iii) after that Bond has been called for redemption.

3 Status of Bonds and Financial Guarantee

(a) *Status of Class A Bonds*

This Condition 3(a) is applicable only in relation to Bonds which are specified as being a Sub-Class of Class A Bonds.

The Class A Bonds, Class A Coupons, Class A Talons and Class A Receipts (if any) are direct and unconditional obligations of the Issuer, are secured in the manner described in Condition 4 (*Security, Priority and Relationship with Secured Creditors*) and rank *pari passu* without any preference among themselves. However, the Class A Unwrapped Bonds will not have the benefit of any Financial Guarantee.

(b) *Status of Class B Bonds*

This Condition 3(b) is applicable only in relation to Bonds which are specified as being a Sub-Class of Class B Bonds.

The Class B Bonds, Class B Coupons, Class B Talons and Class B Receipts (if any) are direct and unconditional obligations of the Issuer, are secured in the manner described in Condition 4 (*Security, Priority and Relationship with Secured Creditors*), are subordinated to the Class A Bonds, Class A Coupons, Class A Receipts and Class A Talons (if any) and rank *pari passu* without any preference among themselves. However, the Class B Unwrapped Bonds will not have the benefit of any Financial Guarantee.

(c) *Financial Guarantee Issued by Financial Guarantor*

This Condition 3(c) is applicable only in relation to Bonds which are specified as being a Sub-Class of Wrapped Bonds (which may only be issued by way of Drawdown Prospectus).

Each Sub-Class of each Class of Wrapped Bonds will have the benefit of a Financial Guarantee issued by a Financial Guarantor, issued pursuant to a guarantee and reimbursement deed between, amongst others, the Issuer and a Financial Guarantor dated on or before the relevant Issue Date (as defined below) of such Bonds (each a “**G&R Deed**”). Under the relevant Financial Guarantee, the relevant Financial Guarantor unconditionally and irrevocably agrees to pay to the Bond Trustee all sums due and payable but unpaid by the Issuer in respect of scheduled interest and payment of principal (but excluding FG Excepted Amounts) on such Wrapped Bonds, all as more particularly described in the relevant Financial Guarantee.

The terms of the relevant Financial Guarantee provide that amounts of principal on any such Bonds which have become immediately due and payable (whether by virtue of acceleration, prepayment or otherwise) other than on the relevant Payment Date (as defined under the Financial Guarantee) will not be treated as Guaranteed Amounts (as defined in the Financial Guarantee) which are Due for Payment (as defined in the Financial Guarantee) under the Financial Guarantee unless the Financial Guarantor in its sole discretion elects so to do by notice in writing to the Bond Trustee. The Financial Guarantor may elect to accelerate payments due under the Financial Guarantee in full or in part. All payments made by the relevant Financial Guarantor under the relevant Financial Guarantee in respect of partial acceleration shall be applied: (i) to pay the Interest (as defined in the relevant Financial Guarantee) accrued but unpaid on the Principal (as defined in the relevant Financial Guarantee) of such part of the accelerated payment; and (ii) to reduce the Principal (as defined in the relevant Financial Guarantee) (or, in the case of Wrapped Bonds repayable in instalments, each principal repayment instalment on a pro rata basis with a corresponding reduction of each amount of the Interest (as determined in the Financial Guarantee)) outstanding under the relevant Sub-Classes of Wrapped Bonds. If no such election is made, the Financial Guarantor will continue to be liable to make payments in respect of the Bonds pursuant to the relevant Financial Guarantee on the dates on which such payments would have been required to be made if such amounts had not become immediately due and payable.

To the extent that the early redemption price of any Bonds exceeds the aggregate of the Principal Amount Outstanding of and any accrued interest outstanding on any such Bonds to be redeemed (each as adjusted for indexation in accordance with Condition 7(b) (Application of the Index Ratio), if applicable), payment of such early redemption price will not be guaranteed by the Financial Guarantor under the relevant Financial Guarantee.

(d) *Status of Financial Guarantee*

This Condition 3(d) is applicable only in relation to Bonds which are specified as being a Sub-Class of Wrapped Bonds (which may only be issued by way of Drawdown Prospectus).

The relevant Financial Guarantee provided by the Financial Guarantor in respect of the Bonds will constitute a direct, unsecured obligation of the Financial Guarantor which will rank at least *pari passu* with all other unsecured obligations of such Financial Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

(e) *Security Trustee not responsible for monitoring compliance*

Subject to certain exceptions, when granting any consent or waiver or exercising any power, trust, authority or discretion relating to or contained in the STID, the other Finance Documents or any Ancillary Documents, the Security Trustee will act in accordance with its sole discretion (where granted

such right) or as directed, requested or instructed by or subject to the agreement of the Majority Creditors or, in particular cases, other specified parties and in accordance with the provisions of the STID.

The Security Trustee is not responsible for monitoring compliance by TWUL with any of its obligations under the Finance Documents to which it is a party except by means of receipt from TWUL of certificates of compliance which TWUL has covenanted to deliver to the Security Trustee pursuant to the provisions of the CTA and which will state among other things, that no Default is outstanding. The Security Trustee shall be entitled to rely on certificates absolutely (without enquiry or liability) unless it is instructed otherwise by the Majority Creditors in which case it will be bound to act on such instructions in accordance with the STID. The Security Trustee is not responsible for monitoring compliance by any of the parties with their respective obligations under the Finance Documents. The Security Trustee may call for and is at liberty to accept as sufficient evidence a certificate signed by any two Authorised Signatories of any Obligor or any other party to any Finance Document to the effect that any particular dealing, transaction, step or thing is in the opinion of the persons so certifying suitable or expedient or as to any other fact or matter upon which the Security Trustee may require to be satisfied. The Security Trustee is in no way bound to call for further evidence or be responsible for any loss that may be occasioned by acting on any such certificate although the same may contain some error or is not authentic. The Security Trustee is entitled to rely upon any certificate believed by it to be genuine and will not be liable for so acting.

All Bondholders are (on providing sufficient evidence of identity) entitled to view a copy of the Periodic Information as and when available to the Security Trustee pursuant to the terms of the CTA and to view a copy of the unaudited interim accounts and audited annual accounts of TWUL within 90 days of 30 September and 180 days of 31 March of each year, respectively.

In addition, each Guarantor has covenanted to provide the Security Trustee with certain additional information (as set out in Schedule 5, Part 1 “Information Covenants” of the CTA). Such information may be published on a website designated by the relevant Guarantor and the Security Trustee.

In the event the relevant website cannot be accessed for technical reasons or is non-operational or is infected by an electronic virus or function software for a period of five consecutive days, all such information set out above which would otherwise be available will be delivered to the Security Trustee in paper form for onward delivery to the Bond Trustee and the Agents. Copies of such information will be available for inspection at the specified office of the Agents and the Bond Trustee.

4 Security, Priority and Relationship with Secured Creditors

(a) Guarantee and Security

Under the Security Agreement, Thames Water Utilities Holdings Limited (“**TWH**”) guarantees the obligations of each other Obligor under the Finance Documents and TWUL and the Issuer will guarantee the obligations of each other under the Finance Documents, in each case to the Security Trustee for itself and on behalf of the Secured Creditors (including, without limitation, the Bond Trustee for itself and on behalf of the Bondholders) and secures such obligations upon the whole of its property, undertaking, rights and assets, subject to certain specified exceptions and, in the case of TWUL, to the terms of the Instrument of Appointment (as defined below) and any requirements thereunder or the Act (as defined below). There is no intention to create further security for the benefit of the holders of Bonds issued after the Initial Issue Date. All Bonds issued by the Issuer under the Programme and any additional creditor of the Issuer acceding to the STID will share in the security (the “**Security**”) constituted by the Security Documents.

In these Conditions:

the “**Act**” means the United Kingdom Water Industry Act 1991 (as amended); and “Instrument of Appointment” means the instrument of appointment dated 1989 as amended under which the Secretary of State for the Environment appointed TWUL as a water and sewerage undertaker under the Act for the areas described in the Instrument of Appointment, as modified or amended from time to time.

“**Obligors**” means TWUL, TWH and the Issuer (for so long as they remain Obligors).

(b) *Relationship among Bondholders and with other Secured Creditors*

The Bond Trust Deed contains provisions detailing the Bond Trustee’s obligations to consider the interests of the Bondholders as regards all powers, trusts and authorities, duties and discretions of the Bond Trustee (except where expressly provided or otherwise referred to in Condition 16 (*Bond Trustee Protections*)).

The STID provides that the Security Trustee (except in relation to its Reserved Matters and Entrenched Rights and subject to certain exceptions) will act on instructions of the Majority Creditors (including the Bond Trustee as trustee for and representative of the holders of each Sub-Class of Wrapped Bonds (following the occurrence of an FG Event of Default in respect of the Financial Guarantor of such Wrapped Bonds which is continuing) and the holders of Unwrapped Bonds) and, when so doing, the Security Trustee is not required to have regard to the interests of any Secured Creditor (including the Bond Trustee as trustee for and representative of the Bondholders or any individual Bondholder) in relation to the exercise of such rights and, consequently, has no liability to the Bondholders as a consequence of so acting.

(c) *Enforceable Security*

In the event of the Security becoming enforceable as provided in the STID, the Security Trustee shall, if instructed by the Majority Creditors, enforce its rights with respect to the Security, but without any liability as to the consequence of such action and without having regard to the effect thereof on, or being required to account for such action to, any particular Bondholder, provided that the Security Trustee shall not be obliged to take any action unless it is indemnified and/or secured and/or pre-funded to its satisfaction.

(d) *Application After Enforcement*

After enforcement of the Security, the Security Trustee shall (to the extent that such funds are available) use funds standing to the credit of the Accounts (other than the Excluded Accounts) to make payments in accordance with the Payment Priorities (as set out in the CTA).

(e) *Bond Trustee and Security Trustee not liable for security*

The Bond Trustee and the Security Trustee will not be liable for any failure to make the usual investigations or any investigations which might be made by a security holder in relation to the property which is the subject of the Security, and is not bound to enquire into or be liable for any defect or failure in the right or title of the relevant Obligor to the Security, whether such defect or failure was known to the Bond Trustee or the Security Trustee or might have been discovered upon examination or enquiry or whether capable of remedy or not, nor will it have any liability for the enforceability of the Security created under the Security Documents whether as a result of any failure, omission or defect in registering or filing or otherwise protecting or perfecting such Security. The Bond Trustee and the Security Trustee have no responsibility for the value of any such Security.

5 Issuer Covenants

So long as any of the Bonds remain Outstanding, the Issuer has agreed to comply with the covenants as set out in Schedule 4 of the CTA.

The Bond Trustee shall be entitled to rely absolutely (without enquiry or liability) on a certificate of any director of the Issuer in relation to any matter relating to such covenants and to accept without liability any such certificate as sufficient evidence of the relevant fact or matter stated in such certificate.

6 Interest and other calculations

(a) *Interest on Fixed Rate Bonds and Indexed Bonds*

This Condition 6(a) is applicable only if the relevant Final Terms or Drawdown Prospectus specifies the Bonds as Fixed Rate Bonds or Indexed Bonds.

Each Fixed Rate Bond and Indexed Bond bears interest on its Principal Amount Outstanding and, if it is an Indexed Bond, adjusted for indexation in accordance with Condition 7 (*Indexation*)) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Interest Rate(s). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

For the avoidance of doubt, the amount of interest payable in respect of each Bond shall be the amount of interest payable per Calculation Amount multiplied by the Principal Amount Outstanding of such Bond and divided by the Calculation Amount and rounding the resultant figure to the nearest unit of the Relevant Currency in accordance with Condition 6(e) (*Rounding*).

The amount of interest payable per Calculation Amount in respect of any Bond for any Fixed Interest Period shall be equal to the product of the Interest Rate, the Calculation Amount specified, and the Day Count Fraction for such Fixed Interest Period and rounding the resultant figure to the nearest unit of the Relevant Currency in accordance with Condition 6(e) (*Rounding*), unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Period, in which case the amount of interest payable per Calculation Amount in respect of such Bond for such Fixed Interest Period shall equal such Interest Amount (or be calculated in accordance with such formula).

Where any Interest Period comprises two or more Fixed Interest Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Fixed Interest Periods.

As used in these Conditions, “**Fixed Interest Period**” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period or if no Fixed Coupon Amount is specified in the applicable Final Terms or Drawdown Prospectus, such interest payable per Calculation Amount shall be calculated: (i) in the case of Bonds other than Indexed Bonds, by applying the Interest Rate to the Calculation Amount specified, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest unit of the Relevant Currency in accordance with Condition 6(e) (*Rounding*); and (ii) in the case of Indexed Bonds, on an Actual/Actual basis.

(b) *Interest on Floating Rate Bonds*

This Condition 6(b) is applicable only if the relevant Final Terms or Drawdown Prospectus specifies the Bonds as Floating Rate Bonds.

(i) *Interest Payment Dates*

Each Floating Rate Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms or Drawdown Prospectus; or
- (B) if no Specified Interest Payment Date(s) is/are expressly specified in the applicable Final Terms or Drawdown Prospectus, each date (each such date, together with each Specified Interest Payment Date, an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms or Drawdown Prospectus after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date. The end date of such Specified Period will be a date when banks are open in the Business Centre(s) specified in the relevant Final Terms, if applicable.

Such interest will be payable in respect of each Interest Period.

For the avoidance of doubt, the amount of interest payable in respect of each Bond shall be the amount of interest payable per Calculation Amount multiplied by the Principal Amount Outstanding of such Bond and divided by the Calculation Amount and rounding the resultant figure to the nearest unit of the Relevant Currency in accordance with Condition 6(e) (*Rounding*).

(ii) *Interest Rate(s)*

The Interest Rate(s) payable from time to time in respect of the Floating Rate Bonds will be determined in the manner specified herein and the provisions below relating to either Screen Rate Determination or ISDA Determination, depending upon which is specified in the applicable Final Terms or Drawdown Prospectus.

- (A) Save where the Reference Rate specified in the applicable Final Terms is SONIA, where “Screen Rate Determination” is specified in the relevant Final Terms or Drawdown Prospectus as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Bonds for each Interest Period will be determined by the Agent Bank (or the Calculation Agent, if applicable) on the following basis:
 - (1) if the Page (as defined below) displays a rate which is a composite quotation or customarily supplied by one entity, the Agent Bank (or the Calculation Agent, if applicable) will determine the Relevant Rate (as defined in Condition 6(l) (*Definitions*)), being EURIBOR, as specified in the applicable Final Terms or Drawdown Prospectus);
 - (2) in any other case, the Agent Bank (or the Calculation Agent, if applicable) will determine the arithmetic mean of the Relevant Rates (as defined in Condition 6(l) (*Definitions*)) which appear on the Page at the Relevant Time (as defined in Condition 6(l) (*Definitions*)) on the relevant Interest Determination Date;

- (3) subject to Condition 6(b)(iii) below if, in the case of (1) above, such rate does not appear on that Page or, in the case of (2) above, fewer than two such rates appear on that Page or if, in either case, the Page is unavailable, the Agent Bank (or the Calculation Agent, if applicable) will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks (as defined in Condition 6(l) (*Definitions*)) to provide a quotation of the Relevant Rate at approximately the Relevant Time on the relevant Interest Determination Date to prime banks in the Relevant Financial Centre (as defined in Condition 6(l) (*Definitions*)) interbank market (or, if appropriate, money market) in an amount that is representative for a single transaction in that market at that time; and
 - (B) determine the arithmetic mean of such quotations; and
- (4) subject to Condition 6(b)(iii) below, if fewer than two such quotations are provided as requested in Condition 6(b)(ii)(A)(3), the Agent Bank (or the Calculation Agent, if applicable) will determine the arithmetic mean of the rates (being the rates nearest to the Relevant Rate as determined by the Agent Bank (or the Calculation Agent, if applicable)) quoted by the Reference Banks at approximately 11.00 a.m. (local time in the Relevant Financial Centre of the Relevant Currency) on the first day of the relevant Interest Period (as defined in Condition 6(l) (*Definitions*)) for loans in the Relevant Currency to leading European banks for a period equal to the relevant Interest Period and in the Representative Amount (as defined in Condition 6(l) (*Definitions*)),

and the Interest Rate for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined. However, if the Agent Bank is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Interest Rate applicable to the Bonds during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Bonds in respect of a preceding Interest Period.

- (B) If “ISDA Determination” is specified in the relevant Final Terms or Drawdown Prospectus as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate(s) applicable to the Bonds for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Agent Bank (or the Calculation Agent, if applicable) under an interest rate swap transaction if the Agent Bank (or the Calculation Agent, if applicable) were acting as calculation agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (1) Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms or Drawdown Prospectus;
 - (2) the Designated Maturity (as defined in the ISDA Definitions) is the Specified Duration (as defined in Condition 6(l) (*Definitions*)); and
 - (3) the relevant Reset Date (as defined in the ISDA Definitions) is either: (1) if the relevant Floating Rate Option is based on EURIBOR, the first day of that Interest

Period; or (2) in any other case, as specified in the relevant Final Terms or Drawdown Prospectus.

- (A) If “Screen Rate Determination” is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined, and the Reference Rate specified in the applicable Final Terms is SONIA, the Interest Rate applicable to the Bonds for each Interest Period will be Compounded Daily SONIA as specified in the applicable Final Terms plus or minus the Margin (as specified in the applicable Final Terms), all as determined by the Agent Bank.

“**Compounded Daily SONIA**”, with respect to each Interest Period, will be calculated by the Agent Bank on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Period;

“**d_o**” is the number of London Banking Days in the relevant Interest Period;

“**i**” is a series of whole numbers from one to **d_o**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period to, and including, the last London Banking Day in the relevant Interest Period;

“**London Banking Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**n_i**” for any London Banking Day “**i**”, means the number of calendar days from and including such London Banking Day “**i**” up to but excluding the following London Banking Day;

“**p**” is the number of London Banking Days included in the Reference Look-Back Period, as specified in the applicable Final Terms provided that “**p**” shall not be less than three London Banking Days at any time and shall not be less than five London Banking Days without prior written approval of the Agent Bank;

“**Reference Look-Back Period**” is as specified in the applicable Final Terms;

“**Reference Period**” means, in respect of an Interest Period, the period from and including the date falling “**p**” London Banking Days prior to the first day of such Interest Period and ending on, but excluding, the date falling “**p**” London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling “**p**” London Banking Days prior to such earlier date, if any, on which the Bonds become due and payable);

the “**SONIA Reference Rate**”, in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as

then published on the Page or, if the Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

“**SONIA_{I-pLBD}**” means, in respect of any London Banking Day, falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day which is “**p**” London Banking Days prior to the relevant London Banking Day “**i**”.

- (B) If, subject to Condition 6(b)(iii) (*Benchmark discontinuation*), in respect of any London Banking Day in the relevant Reference Period, the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be:
- (1) (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (2) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).
- (C) Notwithstanding the paragraphs above, but subject to Condition 6(b)(iii) (*Benchmark discontinuation*), if the Bank of England publishes guidance as to: (i) how the SONIA Reference Rate is to be determined; or (ii) any rate that is to replace the SONIA Reference Rate, the Agent Bank shall, subject to receiving written instructions from the Issuer and to the extent reasonably practicable, follow such guidance in order to determine SONIA for the purpose of the Bonds for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

(iii) *Benchmark discontinuation*

(A) *Independent Adviser*

If the Issuer determines that a Benchmark Event occurs in relation to an Original Reference Rate when any Interest Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 6(b)(iii)(B)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 6(b)(iii)(D)). In making such determinations, the Independent Adviser appointed pursuant to this Condition 6(b)(iii) will act in good faith as an expert. In the absence of bad faith or fraud, the Independent Adviser will have no liability whatsoever to the Issuer, the Bond Trustee, the Agents, the Bondholders, the Receiptholders or the Couponholders for any determination made by it, pursuant to this Condition 6(b)(iii).

If: (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 6(b)(iii)(A) by no later than 5 Business Days prior to the relevant Interest Determination Date, the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Bonds in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Interest Rate shall be the initial Interest Rate. Where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Interest Rate relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 6(b)(iii)(A).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (1) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest rate (or the relevant component part thereof) for all future payments of interest on the Bonds (subject to the operation of this Condition 6(b)(iii)); or
- (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Bonds (subject to the operation of this Condition 6(b)(iii)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(D) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 6(b)(iii) and the Independent Adviser determines: (i) that amendments to these Conditions and/or the Bond Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”); and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 6(b)(iii)(E), without any requirement for the consent or approval of Bondholders or Couponholders, vary these Conditions and/or the Bond Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Bond Trustee, (the Calculation Agent (if applicable)) and the Agent Bank of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 6(b)(iii)(E), the Bond Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Bondholders or Couponholders, be obliged to concur with the Issuer in using its reasonable endeavours to effect any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Bond Trust Deed), and the Bond Trustee will not be liable to any party for any consequence thereof; notwithstanding the above, the Bond Trustee shall not be obliged so to concur if in the opinion of the Bond Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to the Bond Trustee in these Conditions or the Bond Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or any other documents to which it is party in any way and provided further that the Benchmark Amendments do not, without the prior agreement (such agreement not to be unreasonably withheld, conditioned or delayed) of each Paying Agent, the Agent Bank or the Calculation Agent, as applicable, have the effect of increasing the obligations, duties, responsibilities or liabilities or decreasing the rights or protections, of each Paying Agent, the Agent Bank or the Calculation Agent (as applicable) under these Conditions and/or the Agency Agreement.

In connection with any such variation in accordance with this Condition 6(b)(iii)(D), the Issuer shall comply with the rules of any stock exchange on which the Bonds are for the time being listed or admitted to trading.

(E) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 6(b)(iii) will be notified by no later than five Business Days prior to the relevant Interest Determination Date by the Issuer to the Bond Trustee, the Calculation Agent, the Agent Bank, the Paying Agents and, in accordance with Condition 17, the Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Bond Trustee of the same, the Issuer shall deliver to the Bond Trustee, the Calculation Agent and the Agent Bank a certificate signed by two Authorised Signatories of the Issuer:

- (1) confirming: (i) that a Benchmark Event has occurred; (ii) the Successor Rate or, as the case may be, the Alternative Rate; (iii) the applicable Adjustment Spread; and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 6(b)(iii); and
- (2) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Bond Trustee, the Calculation Agent, the Agent Bank and the Paying Agents shall be entitled to rely on such certificate absolutely (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or

Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Bond Trustee's or the Calculation Agent's or the Agent Bank's or the Paying Agents' ability to rely on such certificate absolutely (without enquiry or liability to any person) as aforesaid) be binding on the Issuer, the Bond Trustee, the Calculation Agent, the Agent Bank, the Paying Agents and the Bondholders.

(F) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Condition 6(b)(iii)(A), (B), (C) and (D), the Original Reference Rate and the fallback provisions provided for in Condition 6(b)(ii)(A), (D) and (E) will continue to apply unless and until the Issuer determines that a Benchmark Event has occurred.

(G) *Uncertainty*

Notwithstanding any other provision of this Condition 6(b)(iii), if in the Calculation Agent's or Agent Bank's (as applicable) opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 6(b)(iii), the Calculation Agent or the Agent Bank (as applicable) shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent or the Agent Bank (as applicable) in writing as to which alternative course of action to adopt. If the Calculation Agent or the Agent Bank (as applicable) is not promptly provided with such direction or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent or the Agent Bank (as applicable) shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

(H) *Definitions*

As used in this Condition 6(b)(iii):

"Adjustment Spread" means either: (a) a spread (which may be positive, negative or zero); or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (1) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (2) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);
- (3) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

"Alternative Rate" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 6(b)(iii)(B) is customarily applied in

international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Relevant Currency as the Bonds;

“Benchmark Amendments” has the meaning given to it in Condition 6(b)(iii)(D);

“Benchmark Event” means:

- (1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (3) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Bonds; or
- (5) it has become unlawful for any Paying Agent, the Calculation Agent, the Agent Bank or the Issuer or to calculate any payments due to be made to any Bondholder using the Original Reference Rate; or
- (6) a public statement by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative of its relevant underlying market,

provided that in the case of sub-paragraphs (2), (3) and (4), the Benchmark Event shall occur on the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement;

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by, and at the expense of, the Issuer under Condition 6(b)(iii)(A);

“Original Reference Rate” means the originally specified benchmark or screen rate (as applicable) used to determine the Interest Rate (or any component part thereof) on the Bonds;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of: (a) the central bank for the currency to which the

benchmark or screen rate (as applicable) relates; (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); (c) a group of the aforementioned central banks or other supervisory authorities; or (d) the Financial Stability Board or any part thereof;

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(iv) *Calculations*

The amount of interest payable in respect of any Floating Rate Bond for each Interest Period shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount specified by the Day Count Fraction (as defined in Condition 6(l) (*Definitions*)) and rounding the resultant figure to the nearest unit of the Relevant Currency (rounded in accordance with Condition 6(e) (*Rounding*)).

(c) *Interest on Dual Currency Bonds*

The rate or amount of interest payable in respect of Dual Currency Bonds (other than Dual Currency Bonds which are Zero Coupon Bonds) shall be determined in the manner specified in the applicable Final Terms.

(d) *Minimum Interest Rate and/or Maximum Interest Rate*

If any Maximum Interest Rate or Minimum Interest Rate is specified in the relevant Final Terms or Drawdown Prospectus, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified, as the case may be.

(e) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified):

- (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
- (ii) all figures will be rounded to seven significant figures (with halves being rounded up); and
- (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes, “unit” means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

(f) *Business Day Convention*

If any date referred to in these Conditions or the relevant Final Terms or Drawdown Prospectus is specified to be subject to adjustment in accordance with a Business Day convention and: (x) if there is no numerically corresponding day on the calendar month in which such date should occur; or (y) such date would otherwise fall on a day which is not a Business Day (as defined in Condition 6(l) (*Definitions*)), then if the Business Day Convention specified in the relevant Final Terms or Drawdown Prospectus is:

- (i) the “**Following Business Day Convention**”, such date shall be postponed to the next day which is a Business Day;

- (ii) the “**Modified Following Business Day Convention**”, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (iii) the “**Preceding Business Day Convention**”, such date shall be brought forward to the immediately preceding Business Day.

(g) *Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts*

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Agent Bank (or the Calculation Agent, if applicable) may be required to calculate any Redemption Amount or the amount of an instalment of scheduled principal (an “**Instalment Amount**”), obtain any quote or make any determination or calculation, the Agent Bank (or the Calculation Agent, if applicable) will determine the Interest Rate and calculate the Interest Amount for the relevant Interest Period (including, for the avoidance of doubt any applicable Index Ratio to be calculated in accordance with Condition 7(b) (*Application of the Index Ratio*), calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount, Principal Amount Outstanding or any Instalment Amount to be notified to, in the case of Bearer Bonds, the Paying Agents or in the case of Registered Bonds, the Registrar, and, in each case, the Bond Trustee, the Issuer, the Bondholders and the London Stock Exchange and each other listing authority, stock exchange and/or quotation system by which the relevant Bonds have then been admitted to listing, trading and/or quotation) as soon as possible after its determination but in no event later than: (i) (in case of notification to the London Stock Exchange and each other listing authority, stock exchange and/or quotation system by which the relevant Bonds have then been admitted to listing, trading and/or quotation) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate and Interest Amount; or (ii) in all other cases, the fourth Business Day after such determination. The Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Sub-Class or Tranche of Bonds are for the time being listed or by which they have been admitted to listing and to the Bondholders in accordance with Condition 17 (*Notices*). If the Bonds become due and payable under Condition 11 (*Events of default*), the accrued interest and the Interest Rate payable in respect of the Bonds shall nevertheless continue to be calculated as previously provided in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made unless otherwise required by the Bond Trustee. If the Calculation Amount is less than the minimum Specified Denomination, the Agent Bank (or the Calculation Agent, if applicable) shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Bond having the minimum Specified Denomination. The determination of each Interest Rate, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Agent Bank (or the Calculation Agent, if applicable) or, as the case may be, the Bond Trustee pursuant to this Condition 6 or Condition 7 (*Indexation*), shall (in the absence of manifest error) be final and binding upon all parties.

(h) *Accrual of Interest*

Interest will cease to accrue on each Bond (or, in the case of the redemption of part only of a Bond, that part only of such Bond) on the due date for redemption unless, upon due presentation, payment of

principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate in the manner provided in this Condition 6 to the Relevant Date (as defined in Condition 6(l) (*Definitions*)).

(i) *Deferral of interest on Class B Bonds*

This Condition 6(i) is applicable only in relation to Bonds which are specified as being Class B Bonds.

In the case of interest on Class B Bonds only, if, on any Interest Payment Date prior to the taking of Enforcement Action after the termination of a Standstill Period, there are insufficient funds available to the Issuer (after taking into account any amounts available to be drawn under any DSR Liquidity Facility or from the Debt Service Reserve Accounts) to pay such accrued interest, the Issuer's liability to pay such accrued interest will be treated as not having fallen due and will be deferred until the earliest of: (i) the next following Interest Payment Date on which the Issuer has, in accordance with the cash management provisions of Schedule 11 (*Cash Management*) of the CTA, sufficient funds available to pay such deferred amounts (including any interest accrued thereon); (ii) the date on which the Class A Debt has been paid in full; and (iii) an Acceleration of Liabilities (other than a Permitted Hedge Termination, a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) and in the case of a Permitted Share Pledge Acceleration only to the extent that there would be sufficient funds available in accordance with the Payment Priorities to pay such deferred interest (including any interest accrued thereon). Interest will accrue on such deferred interest at the rate otherwise payable on unpaid principal of such Class B Bonds.

(j) *Agent Bank, Calculation Agent and Reference Banks*

The Issuer will procure that there shall at all times be an Agent Bank (and a Calculation Agent, if applicable) and four Reference Banks selected by the Issuer acting through the Agent Bank (or the Calculation Agent, if applicable) with offices in the Relevant Financial Centre if provision is made for them in these Conditions applicable to this Bond and for so long as it is Outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer acting through the Agent Bank (or the Calculation Agent, if applicable) will select another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. If the Agent Bank (or the Calculation Agent, if applicable) is unable or unwilling to act as such or if the Agent Bank (or the Calculation Agent, if applicable) fails duly to establish the Interest Rate for any Interest Period or to calculate the Interest Amounts or any other requirements, the Issuer will appoint (with the prior written consent of the Bond Trustee) a successor to act as such in its place. The Agent Bank may not resign its duties without a successor having been appointed as aforesaid.

(k) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 6 (*Interest and other Calculations*) whether by the Principal Paying Agent, the Agent Bank (or the Calculation Agent, if applicable) or, if applicable, any calculation agent, shall (in the absence of wilful default, negligence, bad faith or manifest error) be binding on the Issuer, TWUL, TWH, the Agent Bank, the Bond Trustee, the Principal Paying Agent, the other Agents and all Bondholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, TWUL, TWH, the Bond Trustee, the Bondholders, the Receiptholders or the Couponholders shall attach to the Principal Paying Agent, the Agent Bank or, if applicable, any calculation agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(l) *Definitions*

In these Conditions, unless the context otherwise requires, the following defined terms have the meanings set out below.

“Broken Amount” means the amount specified as such in the relevant Final Terms or Drawdown Prospectus;

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in London and each (if any) additional city or cities specified in the relevant Final Terms or Drawdown Prospectus as an “Additional Business Day Centre(s)”; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the principal financial centre of the Relevant Currency (which in the case of a payment in US dollars shall be New York) and in each (if any) additional city or cities specified in the relevant Final Terms or Drawdown Prospectus as an “Additional Business Day Centre(s)”; and

“Calculation Amount” has the meaning specified in the relevant Final Terms or Drawdown Prospectus;

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Bond for any period of time (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (i) if “Actual/Actual (ICMA)” is specified:
 - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of: (x) the number of days in such Determination Period; and (y) the number of Determination Periods normally ending in any year; and
 - (B) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of: (1) the number of days in such Determination Period; and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of: (1) the number of days in such Determination Period; and (2) the number of Determination Periods normally ending in any year

where:

“Determination Period” means the period from and including a Determination Date in any year but excluding the next Determination Date; and

“Determination Date” means the date specified as such or, if none is so specified, the Interest Payment Date;

- (ii) if “Actual/Actual” or “Actual/Actual (ISDA)” is specified, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of: (1) the actual number of days in that portion of the Calculation Period falling in

a leap year divided by 366; and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (iii) if “Actual/365 (Fixed)” is specified, the actual number of days in the Calculation Period divided by 365;
- (iv) if “Actual/360” is specified, the actual number of days in the Calculation Period divided by 360;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (vii) if “30E/360 (ISDA)” is specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless: (i) that day is the last day of February; or (ii) such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless: (i) that day is the last day of February but not the Maturity Date; or (ii) such number would be 31, in which case D2 will be 30;

“EURIBOR” means the rate for Euro deposits for such period as specified in the relevant Final Terms or Drawdown Prospectus and for each Interest Period thereafter, for Euro deposits for the relevant Interest Period as determined by reference to: (1) the display page designated EURIBOR01 on the Dow Jones Reuters Service (or such other page as may replace that page on that service, or such other service as may be nominated by the Agent Bank as the information vendor, for the purpose of displaying comparable rates) on the Interest Determination Date; or (2) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Issuer) as may replace the Dow Jones Reuters Monitor as at or about 11.00 a.m. (Brussels time);

“euro” means the lawful currency of the Participating Member States;

“Fixed Coupon Amount” means the amount specified as such in the relevant Final Terms or Drawdown Prospectus;

“Interest Amount” means:

- (i) in respect of a Fixed Interest Period, the amount of interest payable per Calculation Amount for that Fixed Interest Period and which, in the case of Fixed Rate Bonds, and unless otherwise specified, means the Fixed Coupon Amount or Broken Amount specified as being payable on the Interest Payment Date at the end of the Interest Period of which such Fixed Interest Period forms part;
- (ii) in respect of an Interest Period, the amount of interest payable per Calculation Amount for that Interest Period; and

- (iii) in respect of any other period, the amount of interest payable per Calculation Amount for that period;

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Final Terms or Drawdown Prospectus;

“Interest Determination Date” means, with respect to an Interest Rate and an Interest Period, the date specified as such in the relevant Final Terms or Drawdown Prospectus or, if none is so specified: (i) if the Reference Rate is not SONIA, the day falling two Business Days in London prior to the first day of such Interest Period (or if the Relevant Currency is sterling the first day of such Interest Period); or (ii) if the Reference Rate is SONIA, the day falling five Business Days in London prior to the Interest Payment Date for such Interest Period (in each case as adjusted in accordance with any Business Day Convention (as defined below) specified in the relevant Final Terms or Drawdown Prospectus);

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

“Interest Rate” means the rate of interest payable from time to time in respect of the Bonds and which is either specified as such in, or calculated in accordance with the provisions of, these Conditions and/or the relevant Final Terms or Drawdown Prospectus;

“ISDA Definitions” means the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of Bonds of the relevant Sub-Class as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms or Drawdown Prospectus, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of Bonds of the relevant Sub-Class (as specified in the relevant Final Terms or Drawdown Prospectus) as published by the International Swaps and Derivatives Association, Inc.);

“Issue Date” means the date specified as such in the relevant Final Terms or Drawdown Prospectus;

“Margin” means the rate per annum (expressed as a percentage) specified as such in the relevant Final Terms or Drawdown Prospectus;

“Maturity Date” means the date specified in the relevant Final Terms or Drawdown Prospectus as the final date on which the principal amount of the Bond is due and payable;

“Maximum Interest Rate” means the rate specified as such in the relevant Final Terms or Drawdown Prospectus;

“Minimum Interest Rate” means the rate specified as such in the relevant Final Terms or Drawdown Prospectus;

“Page” means such page, section, caption, column or other part of a particular information service (including the Reuters Money 3000 Service (“**Reuters**”)) as may be specified in the relevant Final Terms or Drawdown Prospectus as a Relevant Screen Page, or such other page, section, caption, column or other part as may replace the same on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying comparable rates or prices;

“Participating Member State” means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty establishing the European Communities (as amended), and “Participating Member States” means all of them;

“Principal Amount Outstanding” means, in relation to a Bond, Sub-Class or Class, the original face value thereof (in relation to any Indexed Bonds, as adjusted in accordance with the Conditions) less any repayment of principal made to the Holder(s) thereof in respect of such Bond, Sub-Class or Class;

“Redemption Amount” means, the amount provided under Condition 8(b) (Optional Redemption), unless otherwise specified in the relevant Final Terms or Drawdown Prospectus;

“Reference Banks” means the institutions specified as such or, if none, four major banks selected by the Issuer in the interbank market (or, if appropriate, money market) which is most closely connected with the Relevant Rate as determined by the Issuer, in its sole and absolute discretion;

“Reference Rate” means the rate specified as such in the relevant Final Terms;

“Relevant Currency” means the currency specified as such or, if none is specified, the currency in which the Bonds are denominated;

“Relevant Date” means the earlier of: (a) the date on which all amounts in respect of the Bonds have been paid; and (b) five days after the date on which all of the Principal Amount Outstanding (adjusted in the case of Indexed Bonds in accordance with Condition 7(b) (Application of Index Ratio)) has been received by the Principal Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the Bondholders in accordance with Condition 17 (Notices);

“Relevant Financial Centre” means, with respect to any Bond, the financial centre specified as such in the relevant Final Terms or Drawdown Prospectus or, if none is so specified, the financial centre with which the Relevant Rate is most closely connected as determined by the Agent Bank (or the Calculation Agent, if applicable);

“Relevant Rate” means the offered rate for a Representative Amount of the Relevant Currency for a period (if applicable) equal to the Specified Duration (or such other rate as shall be specified in the relevant Final Terms or Drawdown Prospectus);

“Relevant Screen Page” means EURIBOR, or such page, section, caption, column or other part of a particular information service as may be specified (or any successor or replacement page, section, caption, column or other part of a particular information service);

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or Drawdown Prospectus or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

“Representative Amount” means, with respect to any rate to be determined on an Interest Determination Date, the amount specified in the relevant Final Terms or Drawdown Prospectus as such or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time;

“Specified Denomination” means the denomination specified in the relevant Final Terms or Drawdown Prospectus;

“Specified Duration” means, with respect to any Floating Rate (as defined in the ISDA Definitions) to be determined on an Interest Determination Date, the period or duration specified as such in the relevant Final Terms or Drawdown Prospectus or, if none is specified, a period of time equal to the relative Interest Period;

“Specified Interest Payment Date” means the date(s) specified as such in the relevant Final Terms or Drawdown Prospectus.

“Specified Period” means the period(s) specified as such in the relevant Final Terms or Drawdown Prospectus;

“TARGET Settlement Day” means any day on which the TARGET system is open for the settlement of payments in euro; and

“TARGET system” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

7 Indexation

This Condition 7 is applicable only if the relevant Final Terms or Drawdown Prospectus specifies the Bonds as Indexed Bonds.

(a) Definitions

“affiliate” means in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls directly or indirectly, that person or any entity, directly or indirectly under common control with that person and, for this purpose, “control” means control as defined in the Companies Act;

“Base Index Figure” means (subject to Condition 7(c)(i) (*Change in base*)) the base index figure as specified in the relevant Final Terms or Drawdown Prospectus;

“Computation Date” means any date when a payment of interest or, as the case may be, principal falls due;

“Index” or “Index Figure” means, in relation to any relevant month (as defined in Condition 7(c)(ii) (*Delay in publication of Index*)), subject as provided in Condition 7(c)(i) (*Change in base*): (i) if RPI is specified in the relevant Final Terms, the UK Retail Price Index (RPI) (for all items) published by the Office for National Statistics (January 1987 = 100) or any comparable index which may replace the UK Retail Price Index for the purpose of calculating the amount payable on repayment of the Reference Gilt; (ii) if CPI is specified in the relevant Final Terms, the UK Consumer Prices Index published by the Office for National Statistics (January 2015 = 100) or any comparable index which may replace the UK Consumer Prices Index for the purpose of calculating the amount payable on repayment of the Reference Gilt; or (iii) if CPIH is specified in the relevant Final Terms, the UK Consumer Prices Index including Owner Occupiers’ Housing costs and Council Tax published by the Office for National Statistics (January 2015 = 100) or any comparable index which may replace the UK Consumer Prices Index including Owner Occupiers’ Housing costs and Council Tax for the purpose of calculating the amount payable on repayment of the Reference Gilt.

Any reference to the “Index Figure applicable” to a particular Computation Date shall, subject as provided in Condition 7(c) (*Changes in Circumstances Affecting the Index*) and (e) (*Cessation of or Fundamental Changes to the Index*), and if “3 months lag” is specified in the relevant Final Terms or Drawdown Prospectus, be calculated in accordance with the following formula:

$$IFA = IF_{m-3} + \frac{(\text{Day of Computation Date} - 1)}{(\text{Days in month of Computation Date})} \times (IF_{m-2} - IF_{m-3})$$

and rounded to five decimal places (0.000005 being rounded upwards) and where:

“IFA” means the Index Figure applicable;

“IF_{m-3}” means the Index Figure for the month that is three months prior to the month in which the payment falls due;

“IF_{m-2}” means the Index Figure for the month that is two months prior to the month in which the payment falls due;

Any reference to the “Index Figure applicable” to a particular Computation Date shall, subject as provided in Condition 7(b) (*Application of the Index Ratio*) below, and if “8 months lag” is specified in the relevant Final Terms or Drawdown Prospectus, be calculated in accordance with the following formula:

$$IFA = IF_{m-8} + \frac{(\text{Day of Computation Date}-1)}{(\text{Days in month of Computation Date})} \times (IF_{m-7} - IF_{m-8})$$

and rounded to five decimal places (0.000005 being rounded upwards) and where:

“IFA” means the Index Figure applicable;

“IF_{m-8}” means the Index Figure for the first day of the month that is eight months prior to the month in which the payment falls due;

“IF_{m-7}” means the Index Figure for the first day of the month that is seven months prior to the month in which the payment falls due;

“Index Ratio” applicable to any Computation Date means the Index Figure applicable to such date divided by the Base Index Figure;

“Limited Index Ratio” means: (a) in respect of any month prior to the relevant Issue Date, the Index Ratio for that month; (b) in respect of any Limited Indexation Month after the relevant Issue Date, the product of the Limited Indexation Factor for that month and the Limited Index Ratio as previously calculated in respect of the month 12 months prior thereto; and (c) in respect of any other month, the Limited Index Ratio as previously calculated in respect of the most recent Limited Indexation Month;

“Limited Indexation Factor” means, in respect of a Limited Indexation Month, the ratio of the Index Figure applicable to that month divided by the Index Figure applicable to the month 12 months prior thereto, **provided that**: (a) if such ratio is greater than the Maximum Indexation Factor specified in the relevant Final Terms, it shall be deemed to be equal to such Maximum Indexation Factor; and (b) if such ratio is less than the Minimum Indexation Factor specified in the relevant Final Terms or Drawdown Prospectus, it shall be deemed to be equal to such Minimum Indexation Factor;

“Limited Indexation Month” means any month specified in the relevant Final Terms or Drawdown Prospectus for which a Limited Indexation Factor is to be calculated;

“Limited Indexed Bonds” means Indexed Bonds to which a Maximum Indexation Factor and/or a Minimum Indexation Factor (as specified in the relevant Final Terms or Drawdown Prospectus) applies;

“Maximum Indexation Factor” means the indexation factor specified as such in the relevant Final Terms or Drawdown Prospectus;

“Minimum Indexation Factor” means the indexation factor specified as such in the relevant Final Terms or Drawdown Prospectus; and

“Reference Gilt” means the Treasury Stock specified as such in the relevant Final Terms or Drawdown Prospectus for so long as such stock is in issue, and thereafter such issue of index-linked Treasury Stock determined to be appropriate by a gilt-edged market maker or other adviser selected by the Issuer and approved by the Bond Trustee (an “**Indexation Adviser**”).

(b) *Application of the Index Ratio*

Each payment of interest and principal in respect of the Bonds shall be the amount provided in, or determined in accordance with, these Conditions, multiplied by the Index Ratio or Limited Index Ratio

in the case of Limited Indexed Bonds applicable to the month in which such payment falls to be made and rounded in accordance with Condition 6(e) (*Rounding*).

(c) *Changes in Circumstances Affecting the Index*

- (i) Change in base: If at any time and from time to time the Index is changed by the substitution of a new base therefor, then with effect from the calendar month from and including that in which such substitution takes effect: (1) the definition of “Index” and “Index Figure” in Condition 7(a) (*Definitions*) shall be deemed to refer to the new date or month in substitution for January 1987 or January 2015, as applicable, (or, as the case may be, to such other date or month as may have been substituted therefor); and (2) the new Base Index Figure shall be the product of the existing Base Index Figure (being at the Initial Issue Date 178.2) and the Index Figure immediately following such substitution, divided by the Index Figure immediately prior to such substitution.
- (ii) Delay in publication of Index: If the Index Figure relating to any month (the “**relevant month**”) which is required to be taken account for the purposes of the determination of the Index Figure applicable for any date is not published on or before the 14th business day before the date on which any payment of interest or principal on the Bonds is due (the “**date for payment**”), the Index Figure relating to the relevant month shall be: (1) such substitute index figure (if any) as the Bond Trustee considers to have been published by the Bank of England for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more issues of index-linked Treasury Stock selected by an Indexation Adviser (and approved by the Bond Trustee); or (2) if no such determination is made by such Indexation Adviser within seven days, the Index Figure last published (or, if later, the substitute index figure last determined pursuant to Condition 7(c)(i) (*Change in base*)) before the date for payment.

(d) *Application of Changes*

Where the provisions of Condition 7(c)(ii) (*Delay in publication of Index*) apply, the determination of the Indexation Adviser as to the Index Figure applicable to the month in which the date for payment falls shall be conclusive and binding. If, an Index Figure having been applied pursuant to Condition 7(c)(ii)(2) (*Delay in publication of Index*), the Index Figure relating to the relevant month is subsequently published while a Bond is still Outstanding, then:

- (i) in relation to a payment of principal or interest in respect of such Bond other than upon final redemption of such Bond, the principal or interest (as the case may be) next payable after the date of such subsequent publication shall be increased or reduced by an amount equal to (respectively) the shortfall or excess of the amount of the relevant payment made on the basis of the Index Figure applicable by virtue of Condition 7(c)(ii)(2) (*Delay in publication of Index*), below or above the amount of the relevant payment that would have been due if the Index Figure subsequently published had been published on or before the 14th business day before the date for payment; and
- (ii) in relation to a payment of principal or interest upon final redemption, no subsequent adjustment to amounts paid will be made.

(e) *Cessation of or Fundamental Changes to the Index*

- (i) If: (1) the Bond Trustee has been notified by the Agent Bank (or the Calculation Agent, if applicable) that the Index has ceased to be published; or (2) any change is made to the coverage or the basic calculation of the Index which constitutes a fundamental change which would, in the opinion of the Bond Trustee acting solely on the advice of an Indexation Adviser, be materially prejudicial to the interests of the Bondholders, the Bond Trustee will give written

notice of such occurrence to the Issuer, and the Issuer and the Bond Trustee together shall seek to agree for the purpose of the Bonds one or more adjustments to the Index or a substitute index (with or without adjustments) with the intention that the same should leave the Issuer and the Bondholders in no better and no worse position than they would have been had the Index not ceased to be published or the relevant fundamental change not been made.

- (ii) If the Issuer and the Bond Trustee fail to reach agreement as mentioned above within 20 business days following the giving of notice as mentioned in paragraph (i), a bank or other person in London shall be appointed by the Issuer and the Bond Trustee or, failing agreement on and the making of such appointment within 20 business days following the expiry of the day period referred to above, by the Bond Trustee (in each case, such bank or other person so appointed being referred to as the “**Expert**”), to determine for the purpose of the Bonds one or more adjustments to the Index or a substitute index (with or without adjustments) with the intention that the same should leave the Issuer and the Bondholders in no better and no worse position than they would have been had the Index not ceased to be published or the relevant fundamental change not been made. Any Expert so appointed shall act as an expert and not as an arbitrator and all fees, costs and expenses of the Expert and of any Indexation Adviser and of any of the Issuer and the Bond Trustee in connection with such appointment shall be borne by the Issuer.
- (iii) The Index shall be adjusted or replaced by a substitute index as agreed by the Issuer and the Bond Trustee or as determined by the Expert pursuant to the foregoing paragraphs, as the case may be, and references in these Conditions to the Index and to any Index Figure shall be deemed amended in such manner as the Bond Trustee and the Issuer agree are appropriate to give effect to such adjustment or replacement. Such amendments shall be effective from the date of such notification and binding upon the Issuer, the Financial Guarantor(s), the other Secured Creditors, the Bond Trustee and the Bondholders, and the Issuer shall give notice to the Bondholders in accordance with Condition 17 (*Notices*) of such amendments as promptly as practicable following such notification.

8 Redemption, Purchase and Cancellation

(a) Partial and Final Redemption

Unless previously redeemed, or purchased and cancelled as provided below, or unless such Bond is stated in the relevant Final Terms or Drawdown Prospectus as having no fixed maturity date, each Bond will be redeemed at its Principal Amount Outstanding (in the case of Indexed Bonds as adjusted in accordance with Condition 7(b) (*Application of the Index Ratio*)), on the date or dates (or, in the case of Floating Rate Bonds, on the Interest Payment Date(s)) specified in the relevant Final Terms or Drawdown Prospectus plus accrued but unpaid interest (other than in the case of Zero Coupon Bonds) and, in the case of Indexed Bonds as adjusted in accordance with Condition 7(b) (*Application of the Index Ratio*).

In the case of principal on Class B Bonds only, if on any date, prior to the taking of Enforcement Action after the termination of a Standstill Period, on which such Bond is to be redeemed (in whole or in part) there are insufficient funds available to the Issuer to pay such principal, the Issuer’s liability to pay such principal will be treated as not having fallen due and will be deferred until the earliest of: (i) the next following Interest Payment Date on which the Issuer has, in accordance with the cash management provisions of Schedule 11 (*Cash Management*) of the CTA, sufficient funds to pay such deferred amounts (including any interest accrued thereon); (ii) the date on which all Class A Debt has been paid in full; and (iii) an Acceleration of Liabilities (other than a Permitted Hedge Termination, a Permitted

Lease Termination or a Permitted EIB Compulsory Prepayment Event) and in the case of a Permitted Share Pledge Acceleration only to the extent that there would be sufficient funds available in accordance with the Payment Priorities to pay such deferred principal (including any accrued interest thereon). Interest will accrue on such deferred principal at the rate otherwise payable on unpaid principal of such Class B Bonds.

(b) *Optional Redemption*

Subject as provided below, if a Call Option is specified as applicable in the relevant Final Terms or Drawdown Prospectus, upon giving not more than 60 nor less than 30 days' notice to the Bond Trustee, the Security Trustee, the Majority Creditors and the Bondholders, the Issuer may (prior to the Maturity Date) redeem any Sub-Class of the Bonds in whole or in part (but on a pro rata basis only) on any Interest Payment Date at their Redemption Amount, **provided that:** (i) Floating Rate Bonds may not be redeemed before the date specified in the relevant Final Terms or Drawdown Prospectus; and (ii) if the term "Issuer Maturity Call" is also specified to be applicable in the applicable Final Terms, such redemption date falls prior to the start of the Issuer Maturity Call Period, as follows:

- (i) In respect of Fixed Rate Bonds, the Redemption Amount will, unless otherwise specified in the relevant Final Terms or Drawdown Prospectus, be an amount equal to the higher of: (i) their Principal Amount Outstanding; and (ii) the price determined to be appropriate by a financial adviser in London (selected by the Issuer and approved by the Bond Trustee) as being the price at which the Gross Redemption Yield (as defined below) on such Bonds on the Reference Date (as defined below) is equal to the Gross Redemption Yield at 3:00 p.m. (London time) on the Reference Date on the Reference Gilt (as defined below) while that stock is in issue, and thereafter such Government stock (or such other stock as specified in the relevant Final Terms or Drawdown Prospectus for Bonds denominated in currencies other than Sterling) as the Issuer may, with the advice of three persons operating in the gilt-edged market (selected by the Issuer and approved by the Bond Trustee) determine to be appropriate, plus accrued but unpaid interest on the Principal Amount Outstanding.

For the purposes of this Condition 8(b)(i), "Gross Redemption Yield" means a yield expressed as a percentage and calculated on a basis consistent with the basis indicated by the United Kingdom Debt Management Office publication "Formulae for Calculating Gilt Prices from Yields" published 8 June 1998 with effect from 1 November 1998 and updated on 15 January 2002 (and as further updated, supplemented, amended or replaced from time to time) page 5 or any replacement therefor; "Reference Date" means the date which is two Business Days prior to the despatch of the notice of redemption under this Condition 8(b)(i); and "Reference Gilt" means the Treasury Stock specified in the relevant Final Terms or Drawdown Prospectus.

- (ii) In respect of Floating Rate Bonds, the Redemption Amount will, unless otherwise specified in the relevant Final Terms or Drawdown Prospectus, be the Principal Amount Outstanding plus any premium for early redemption in certain years (as specified in the relevant Final Terms or Drawdown Prospectus) plus any accrued but unpaid interest on the Principal Amount Outstanding.
- (iii) In respect of Indexed Bonds (other than where the Index is specified as CPI or CPIH in the relevant Final Terms or Drawdown Prospectus), the Redemption Amount will (unless otherwise specified in the relevant Final Terms or Drawdown Prospectus) be the higher of: (i) the Principal Amount Outstanding; and (ii) the price determined to be appropriate (without any additional indexation beyond the implicit indexation in such determined price) by a financial adviser in London (selected by the Issuer and approved by the Bond Trustee) as being the price at which the

Gross Real Redemption Yield (as defined below) on the Bonds on the Reference Date (as defined below) is equal to the Gross Real Redemption Yield at 3:00 p.m. (London time) on the Reference Date on the Reference Gilt while that stock is in issue, and thereafter such Government stock as the Issuer may, with the advice of three persons operating in the gilt-edged market, (selected by the Issuer and approved by the Bond Trustee), determine to be appropriate, plus accrued but unpaid interest (as adjusted in accordance with Condition 7(b) (*Application of the Index Ratio*)) on the Principal Amount Outstanding.

In respect of Indexed Bonds where the Index is specified as CPI or CPIH in the relevant Final Terms or Drawdown Prospectus, the Redemption Amount will (unless otherwise specified in the relevant Final Terms or Drawdown Prospectus) be the higher of: (i) the Principal Amount Outstanding; and (ii) the sum of: (A) the price determined to be appropriate (without any additional indexation beyond the implicit indexation in such determined price) by a financial adviser in London (selected by the Issuer and approved by the Bond Trustee) as being the price at which the Gross Real Redemption Yield (as defined below) on the Bonds on the Reference Date (as defined below) is equal to the Gross Real Redemption Yield at 3:00 p.m. (London time) on the Reference Date on the Reference Gilt while that stock is in issue, and thereafter such Government stock as the Issuer may, with the advice of three persons operating in the gilt-edged market, (selected by the Issuer and approved by the Bond Trustee), determine to be appropriate; (B) accrued but unpaid interest (as adjusted in accordance with Condition 7(b) (*Application of the Index Ratio*)) on the Principal Amount Outstanding; and (C) such rate as may be specified in the relevant Final Terms or Drawdown Prospectus.

For the purposes of this Condition 8(b)(iii), “Gross Real Redemption Yield” means a yield expressed as a percentage and calculated on a basis consistent with the basis indicated by the United Kingdom Debt Management Office publication “Formulae for Calculating Gilt Prices from Yields” published 8 June 1998 with effect from 1 November 1998 and updated on 15 January 2002, page 4 or any replacement therefor, “Reference Date” means the date which is two Business Days prior to the despatch of the notice of redemption under Condition 8(b)(iii); and “Reference Gilt” means the Treasury Stock specified in the relevant Final Terms or Drawdown Prospectus.

In any such case, prior to giving any such notice, the Issuer must certify (as further specified in the Finance Documents) to the Bond Trustee that it will have the funds, not subject to any interest (other than under the Security) of any other person, required to redeem the Bonds as aforesaid.

(c) *Redemption for Index Event, Taxation or Other Reasons*

Redemption for Index Events: Upon the occurrence of any Index Event (as defined below), the Issuer may, upon giving not more than 60 nor less than 30 days’ notice to the Bond Trustee, the Security Trustee, the Majority Creditors and the holders of the Indexed Bonds in accordance with Condition 17 (*Notices*), redeem all (but not some only) of the Indexed Bonds of all Sub-Classes on any Interest Payment Date at the Principal Amount Outstanding (adjusted in accordance with Condition 7(b) (*Application of Index Ratio*)) plus accrued but unpaid interest. No single Sub-Class of Indexed Bonds may be redeemed in these circumstances unless all the other Classes and Sub-Classes of Indexed Bonds are also redeemed at the same time and the Issuer has discharged all amounts due and payable to any Financial Guarantor that has issued a Financial Guarantee in respect of such Class or Sub-Class of Indexed Bonds. Before giving any such notice, the Issuer shall provide to the Bond Trustee, the Security Trustee, the Majority Creditors and the relevant Financial Guarantor(s) a certificate signed by an Authorised Signatory: (a) stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the

conditions precedent to the right of the Issuer so to redeem have occurred; and (b) confirming that the Issuer will have sufficient funds on such Interest Payment Date to effect such redemption and payment to the relevant Financial Guarantor(s), and the Bond Trustee and the Security Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders and the Couponholders.

“Index Event” means: (i) if the Index Figure for three consecutive months falls to be determined on the basis of an Index Figure previously published as provided in Condition 7(c)(ii) (*Delay in publication of Index*) and the Bond Trustee has been notified by the Principal Paying Agent that publication of the Index has ceased; or (ii) notice is published by Her Majesty’s Treasury, or on its behalf, following a change in relation to the Index, offering a right of redemption to the holders of the Reference Gilt, and (in either case) no amendment or substitution of the Index has been advised by the Indexation Adviser to the Issuer and such circumstances are continuing.

Redemption for Taxation Reasons: In addition, if at any time the Issuer satisfies the Bond Trustee that the Issuer would, on the next Interest Payment Date, become obliged to deduct or withhold from any payment of interest or principal in respect of the Bonds (other than in respect of default interest) any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political subdivision thereof, or any other authority thereof, then the Issuer may, in order to avoid the relevant deductions or withholding, use its reasonable endeavours to arrange the substitution of a company incorporated under another jurisdiction approved by the Bond Trustee as principal debtor under the Bonds and as lender under the Issuer/TWUL Loan Agreements and as obligor under the Finance Documents upon satisfying the conditions for substitution of the Issuer as set out in the STID (and referred to in Condition 15 (*Meetings of Bondholders, Modification, Waiver and Substitution*)). If the Issuer is unable to arrange a substitution as described above having used reasonable endeavours to do so and, as a result, the relevant deduction or withholding is continuing then the Issuer may (but will not be obliged to), upon giving not more than 60 nor less than 30 days’ notice to the Bond Trustee, the Security Trustee, the Majority Creditors and the Bondholders in accordance with Condition 17 (*Notices*), redeem all (but not some only) of the Bonds on any Interest Payment Date at their Principal Amount Outstanding plus accrued but unpaid interest thereon (each adjusted, in the case of Indexed Bonds, in accordance with Condition 7(b) (*Application of the Index Ratio*)). Before giving any such notice of redemption, the Issuer shall provide to the Bond Trustee, the Security Trustee and the Majority Creditors and the relevant Financial Guarantors a certificate signed by an Authorised Signatory: (a) stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and (b) confirming that the Issuer will have sufficient funds on such Interest Payment Date to discharge all its liabilities in respect of the Bonds and any amounts under the Security Agreement to be paid in priority to, or *pari passu* with, the Bonds under the Payment Priorities, and the Bond Trustee and the Security Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders and the Couponholders.

(d) *Redemption on Prepayment of Issuer/TWUL Loan Agreements*

If TWUL gives notice to the Issuer under an Issuer/TWUL Loan Agreement that it intends to prepay all or part of any advance made under such Issuer/TWUL Loan Agreement and such advance was funded by the Issuer from the proceeds of the issue of a Sub-Class of Bonds, the Issuer shall, upon giving not more than 60 nor less than 30 days’ notice to the Bond Trustee, the Security Trustee, the Majority Creditors, the relevant Financial Guarantors and the Bondholders in accordance with Condition 17 (*Notices*), (where such advance is being prepaid in whole) redeem all of the Bonds of that Sub-Class or

(where part only of such advance is being prepaid) the proportion of the relevant Sub-Class of Bonds which the proposed prepayment amount bears to the amount of the relevant advance. In the case of a voluntary prepayment, the relevant Bonds will be redeemed at their Redemption Amount determined in accordance with Condition 8(b) (*Optional Redemption*) except that, in the case of Fixed Rate Bonds and Indexed Bonds, for the purposes of this Condition 8(d), “Reference Date” means the date two Business Days prior to the despatch of the notice of redemption given under this Condition 8(d), plus accrued but unpaid interest and, in the case of any other prepayment, the relevant Bonds will be redeemed at their Principal Amount Outstanding plus accrued but unpaid interest.

(e) *Early redemption of Zero Coupon Bonds*

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Bond at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Bond becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition (e) or, if none is so specified, a Day Count Fraction of 30/360.

In these Conditions, “Accrual Yield” and “Reference Price” and “Zero Coupon Bond” have the meanings given to them in the relevant Final Terms.

(f) *Purchase of Bonds*

The Issuer may, provided that no Event of Default has occurred and is continuing, purchase Bonds (provided that all unmatured Receipts and Coupons and unexchanged Talons (if any) appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price. Any purchase by tender shall be made available to all Bondholders alike.

If not all the Bonds which are in registered form are to be purchased, upon surrender of the existing Individual Bond Certificate, the Registrar shall forthwith upon the written request of the Bondholder concerned issue a new Individual Bond Certificate in respect of the Bonds which are not to be purchased and despatch such Individual Bond Certificate to the Bondholder (at the risk of the Bondholder and to such address as the Bondholder may specify in such request).

While the Bonds are represented by a Global Bond or Global Bond Certificate (as defined below), the relevant Global Bond or Global Bond Certificate will be endorsed to reflect the Principal Amount Outstanding of Bonds to be so redeemed or purchased.

(g) *Redemption by Instalments*

Unless previously redeemed, purchased and cancelled as provided in this Condition 8, each Bond which provides for Instalment Dates (as specified in the relevant Final Terms or Drawdown Prospectus) and Instalment Amounts (as specified in the relevant Final Terms or Drawdown Prospectus) will be partially redeemed on each Instalment Date at the Instalment Amount.

(h) *Cancellation*

In respect of all Bonds purchased by or on behalf of the Issuer, the Bearer Bonds or the Registered Bonds shall be surrendered to or to the order of the Principal Paying Agent or the Registrar, as the case may be, for cancellation and, if so surrendered, will, together with all Bonds redeemed by the Issuer, be cancelled forthwith (together with, in the case of Bearer Bonds, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Bonds so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Bonds shall be discharged.

(i) *Instalments*

Instalment Bonds will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Redemption Amount will be determined pursuant to Condition 8(b) (*Optional Redemption*) above.

(j) *Redemption at the Option of the Issuer (Issuer Maturity Call)*

If the term “Issuer Maturity Call” is specified in the applicable Final Terms, the Issuer may, having given not more than 30 nor less than 15 days’ notice to the Bond Trustee, the Security Trustee, the Majority Creditors and the Bondholders (or such other notice period as may be specified in the applicable Final Terms), which notices to the Bond Trustee, the Security Trustee, the Majority Creditors and the Bondholders only shall be irrevocable and shall specify the date fixed for redemption, redeem any Sub-Class of the Bonds in whole or in part (but on a pro rata basis only) then outstanding at any time during the Issuer Maturity Call Period at the Final Redemption Amount specified in the applicable Final Terms, together (if appropriate) with interest accrued (but unpaid) to (but excluding) the date fixed for redemption.

For the purposes of these Conditions, “**Issuer Maturity Call Period**” has the meaning given to it in the applicable Final Terms.

9 Payments

(a) *Bearer Bonds*

Payments to the Bondholders of principal (or, as the case may be, Redemption Amounts or other amounts payable on redemption) and interest (or, as the case may be, Interest Amounts) in respect of Bearer Bonds will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payment of Instalment Amounts other than on the due date for final redemption and provided that the Receipt is presented for payment together with its relative Bond), Bonds (in the case of all other payments of principal and, in the case of interest, as specified in Condition 9(f) (*Unmatured Coupons and Receipts and Unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 9(f) (*Unmatured Coupons and Receipts and Unexchanged Talons*))), as the case may be, at the specified office of any Paying Agent outside the United States of America by transfer, other than in the case of Bearer Bonds denominated in U.S. Dollars, to an account denominated in the currency in which such payment is due with, or (in the case of Bonds in definitive form only) a cheque payable in that currency drawn on, a bank in: (i) the principal financial centre of that currency provided that such currency is not euro; or (ii) the principal financial centre of any Participating Member State if that currency is euro.

(b) *Registered Bonds*

Payments of principal (or, as the case may be, Redemption Amounts) in respect of Registered Bonds will be made to the holder (or the first named of joint holders) of such Bond against presentation and surrender of the relevant Registered Bond at the specified office of the Registrar and in the manner provided in Condition 9(a) (*Bearer Bonds*).

Payments of instalments in respect of Registered Bonds will be made to the holder (or the first named of joint holders) of such Bond against presentation of the relevant Registered Bond at the specified office of the Registrar in the manner provided in Condition 9(a) (*Bearer Bonds*) above and annotation of such payment on the Register and the relevant Bond Certificate.

Interest (or, as the case may be, Interest Amounts) on Registered Bonds payable on any Interest Payment Date will be paid to the holder (or the first named of joint holders) on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payment of interest or Interest Amounts on each Registered Bond will be made in the currency in which such payment is due by cheque drawn on a bank in: (a) the principal financial centre of the country of the currency concerned, provided that such currency is not euro; or (b) the principal financial centre of any Participating Member State if that currency is euro and mailed to the holder (or to the first named of joint holders) of such Bond at its address appearing in the Register. Upon application by the Bondholder to the specified office of the Registrar before the relevant Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in: (a) the principal financial centre of the country of that currency provided that such currency is not euro; or (b) the principal financial centre of any Participating Member State if that currency is euro.

A record of each payment so made will be endorsed on the schedule to the Global Bond or the Global Bond Certificate by or on behalf of the Principal Paying Agent or the Registrar, as the case may be, which endorsement shall be *prima facie* evidence that such payment has been made.

(c) *Payments in the United States of America*

Notwithstanding the foregoing, if any Bearer Bonds are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States of America with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Bonds in the manner provided above when due;
- (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts; and
- (iii) such payment is then permitted by the law of the United States of America, without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(d) *Payments subject to fiscal laws; payments on Global Bonds and Registered Bonds*

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10 (*Taxation*)) any law implementing an

intergovernmental approach thereto. No commission or expenses shall be charged to the Bondholders or Couponholders in respect of such payments.

The holder of a Global Bond or Global Bond Certificate shall be the only person entitled to receive payments of principal (or Redemption Amounts) and interest (or Interest Amounts) on the Global Bond or Global Bond Certificate (as the case may be) and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Bond or Global Bond Certificate in respect of each amount paid.

(e) *Appointment of the Agents*

The Paying Agents, the Agent Bank, the Transfer Agents and the Registrar (the “**Agents**”) appointed by the Issuer (and their respective specified offices) are listed in the Agency Agreement. Any Calculation Agent will be listed in the relevant Final Terms or Drawdown Prospectus and will be appointed pursuant to a Calculation Agency Agreement. The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer reserves the right, with the prior written consent of the Bond Trustee at any time to vary or terminate the appointment of any Agent, and to appoint additional or other Agents, **provided that** the Issuer will at all times maintain: (i) a Principal Paying Agent (in the case of Bearer Bonds); (ii) a Registrar (in the case of Registered Bonds); (iii) an Agent Bank or Calculation Agent (as specified in the relevant Final Terms or Drawdown Prospectus) (in the case of Floating Rate Bonds or Indexed Bonds); and (iv) if and for so long as the Bonds are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent, Transfer Agent or Registrar in any particular place, a Paying Agent, Transfer Agent and/or Registrar, as applicable, having its specified office in the place required by such listing authority, stock exchange and/or quotation system. Notice of any such variation, termination or appointment will be given in accordance with Condition 17 (*Notices*).

(f) *Unmatured Coupons and Receipts and Unexchanged Talons*

- (i) Subject to the provisions of the relevant Final Terms or Drawdown Prospectus, upon the due date for redemption of any Bond which is a Bearer Bond (other than a Fixed Rate Bond, unless it has all unmaturing Coupons attached), unmaturing Coupons and Receipts relating to such Bond (whether or not attached) shall become void and no payment shall be made in respect of them.
- (ii) Upon the date for redemption of any Bond, any unmaturing Talon relating to such Bond (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iii) Upon the due date for redemption of any Bond which is redeemable in instalments, all Receipts relating to such Bond having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iv) Where any Bond, which is a Bearer Bond and is a Fixed Rate Bond, is presented for redemption without all unmaturing Coupons and any unexchanged Talon relating to it, a sum equal to the aggregate amount of the missing unmaturing Coupons will be deducted from the amount of principal due for payment and, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Bond is not an Interest Payment Date, interest accrued from the preceding Interest Payment Date or the Interest Commencement Date, as the case may be, or the Interest Amount payable on such date for redemption shall only be payable against presentation (and surrender if appropriate) of the relevant Bond and Coupon.

(g) *Non-Business Days*

Subject as provided in the relevant Final Terms or Drawdown Prospectus, if any date for payment in respect of any Bond, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “business day” means a day (other than a Saturday or a Sunday) on which banks are open for presentation and payment of debt securities and for dealings in foreign currency in the relevant place of presentation and (in the case of a payment in a currency other than euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which dealings may be carried on in the relevant currency in the principal financial centre of the country of such currency and, in relation to any sum payable in euro, a day on which the TARGET System is open.

(h) *Talons*

On or after the Interest Payment Date for the final Coupon forming part of a coupon sheet issued in respect of any Bond, the Talon forming part of such coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further coupon sheet (and if necessary another Talon for a further coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 13 (*Prescription*)).

10 Taxation

All payments in respect of the Bonds, Receipts or Coupons will be made (whether by the Issuer, the Guarantors, any Paying Agent, the Registrar, the Bond Trustee, the Security Trustee or, in respect of Wrapped Bonds, the Financial Guarantors) without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer, the Guarantors, any Paying Agent or the Registrar or, where applicable, the Bond Trustee, the Security Trustee or the Financial Guarantor is required by applicable law to make any payment in respect of the Bonds, Receipts or Coupons subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event, the Issuer, the Guarantors, such Paying Agent, the Registrar, the Bond Trustee, the Security Trustee or the Financial Guarantor, as the case may be, shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. None of the Issuer, the Guarantors, any Paying Agent, the Registrar, the Bond Trustee, the Security Trustee or the Financial Guarantor will be obliged to make any additional payments to the Bondholders, Receiptholders or the Couponholders in respect of such withholding or deduction. The Issuer, the Guarantors, any Paying Agent, the Registrar, the Bond Trustee, the Security Trustee or the Financial Guarantor may require holders to provide such certifications and other documents as required by applicable law in order to qualify for exemptions from applicable tax laws.

For the avoidance of doubt, any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) shall be treated as a withholding required by applicable law.

If the Issuer is obliged to make any such deduction or withholding, the amount so deducted or withheld is not guaranteed by the Financial Guarantor.

11 Events of default

The Events of Default (as defined in the Master Definitions Agreement) relating to the Bonds are set out in Schedule 6 of the CTA.

Following the notification of an Event of Default in respect of the Issuer, the STID provides for a Standstill Period (as defined in the Master Definitions Agreement) to commence and for restrictions to apply to all Secured Creditors of TWUL. The CTA also contains various Trigger Events that will, if they occur, (among other things) permit the Majority Creditors to commission an Independent Review, require TWUL to discuss its plans for appropriate remedial action and prevent the TWU Financing Group from making further Restricted Payments until the relevant Trigger Events have been remedied.

(a) *Events of Default*

If any Event of Default occurs and is continuing in relation to the Issuer, subject always to the terms of the STID, the Bond Trustee may at any time (in accordance with the provisions of the Bond Trust Deed and the STID), having certified in writing that, in its opinion, the occurrence of such event is materially prejudicial to the interests of the Bondholders and shall upon the Bond Trustee being so directed or requested: (i) by an Extraordinary Resolution (as defined in the Bond Trust Deed) of holders of the relevant Sub-Classes of Class A Bonds or, if there are no Class A Bonds outstanding, the Class B Bonds; or (ii) in writing by holders of at least one quarter in outstanding nominal amount of the relevant Sub-Class of Class A Bonds, or if there are no Class A Bonds outstanding, the Class B Bonds and subject, in each case, to being indemnified and/or secured and/or pre-funded to its satisfaction, give notice to the Issuer and the Security Trustee that the Bonds of the relevant Sub-Class are, and they shall immediately become, due and repayable, at their respective Redemption Amounts determined in accordance with Condition 8(b) (*Optional Redemption*) (except that, in the case of Fixed Rate Bonds and Indexed Bonds for the purposes of this Condition 11(a), the “Reference Date” means the date two Business Days prior to the despatch of the notice of redemption given under this Condition 11(a)) or as specified in the applicable Final Terms or Drawdown Prospectus.

(b) *Confirmation of no Event of Default*

The Issuer, pursuant to the terms of the CTA, shall provide written confirmation to the Bond Trustee, on an annual basis, that no Event of Default has occurred in relation to the Issuer.

(c) *Enforcement of Security*

If the Bond Trustee gives written notice to the Issuer and the Security Trustee that an Event of Default has occurred under the Bonds of any Sub-Class, a Standstill Period shall commence. The Security Trustee may only enforce the Security acting in accordance with the STID and, subject to certain limitations on enforcement during a Standstill Period, on the instructions of the Majority Creditors.

(d) *Automatic Acceleration*

In the event of the acceleration of the Secured Liabilities (other than a Permitted Share Pledge Acceleration, a Permitted Hedge Termination, a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event (as defined in the Master Definitions Agreement) as set out in the STID), the Bonds of each Series shall automatically become due and repayable at their respective Redemption Amounts determined in accordance with Condition 8(b) (*Optional Redemption*) (except that, in the case of Fixed Rate Bonds and Indexed Bonds for the purposes of this Condition 11(d), “Reference Date” means the date two Business Days prior to the date of such acceleration) or as specified in the applicable Final Terms or Drawdown Prospectus plus, in each case, accrued and unpaid interest thereon.

12 Enforcement Against Issuer

No Bondholder or Couponholder is entitled to take any action against the Issuer or, in the case of the holders of Wrapped Bonds, against the Financial Guarantor or against any assets of the Issuer or any Financial Guarantor to enforce its rights in respect of the Bonds or to enforce any of the Security or to enforce any Financial Guarantee unless the Bond Trustee or the Security Trustee (as applicable), having become bound so to proceed, fails or neglects to do so within a reasonable period and such failure or neglect is continuing. The Security Trustee will act (subject to Condition 11(c) (*Enforcement of Security*)) on the instructions of the Majority Creditors pursuant to the STID, and neither the Bond Trustee nor the Security Trustee shall be bound to take any such action unless it is indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses, liabilities, claims and demands to which it may thereby become liable or which it may incur by so doing.

Neither the Bond Trustee nor the Bondholders may institute against, or join any person in instituting against, the Issuer any bankruptcy, winding up, re-organisation, arrangement, insolvency or liquidation proceeding (except for the appointment of a receiver and manager pursuant to the terms of the Security Agreement and subject to the STID) or other proceeding under any similar law for so long as any Bonds are Outstanding or for two years and a day after the latest Maturity Date on which any Bond of any Series is due to mature.

13 Prescription

Claims against the Issuer for payment in respect of the Bonds, Receipts or Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date) in respect thereof.

14 Replacement of Bonds, Coupons, Receipts and Talons

If any Bearer Bond, Registered Bond, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced (subject to applicable laws and requirements of the London Stock Exchange), if the relevant Bonds have been admitted to listing, trading and/or quotation on such a stock exchange), at the specified office of the Principal Paying Agent or, as the case may be, the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Bonds, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15 Meetings of Bondholders, Modification, Waiver and Substitution

(a) Decisions of Majority Creditors

The STID contains provisions dealing with the manner in which matters affecting the interests of the Secured Creditors (including the Bond Trustee and the Bondholders) will be dealt with. Bondholders will (subject to various Reserved Matters and Entrenched Rights) be bound by the decisions of the Majority Creditors (and additionally in a Default Situation (as defined in the Master Definitions Agreement) decisions made pursuant to the Emergency Instruction Procedure (as set out in Clause 9.13 (*Emergency Instruction Procedure*) of the STID)).

In the circumstances which do not relate to Entrenched Rights or Reserved Matters of the Bondholders (as set out in the STID), the Bond Trustee shall be entitled to vote as the DIG Representative of holders of each Sub-Class of Wrapped Bonds (following the occurrence of an FG Event of Default in respect of the Financial Guarantor of those Wrapped Bonds which is continuing) and of each Sub-Class of Unwrapped Bonds (other than Class A FG Covered Bonds (unless a Default Situation is subsisting)) on

intercreditor issues (“**Intercreditor Issues**”) but shall not be entitled to convene a meeting of any one or more Sub-Class of Bondholders to consider the relevant matter unless a Default Situation is subsisting. If a Default Situation has occurred and is subsisting, the Bond Trustee may vote on Intercreditor Issues in its absolute discretion or shall vote in accordance with a direction by those holders of such outstanding Class A Bonds (including Class A FG Covered Bonds) or, if there are no Class A Bonds outstanding, Class B Bonds: (i) by means of an Extraordinary Resolution of the relevant Sub-Class of Bonds; or (ii) (in respect of a DIG Proposal to terminate a Standstill) as requested in writing by the holders of at least one quarter of the Principal Amount Outstanding of the relevant Sub-Class of Class A Bonds (including Class A FG Covered Bonds) then outstanding, or if there are no Class A Bonds outstanding, Class B Bonds. In any case, the Bond Trustee shall not be obliged to vote unless it has been indemnified and/or secured and/or pre-funded to its satisfaction.

Whilst a Default Situation is subsisting, certain decisions and instructions may be required in a timeframe which does not allow the Bond Trustee to convene Bondholder meetings. To cater for such circumstances, the STID provides for an Emergency Instruction Procedure. The Security Trustee will be required to act upon instructions contained in an emergency notice (an “**Emergency Instruction Notice**”). An Emergency Instruction Notice must be signed by DIG Representatives (provided that, any Secondary Market Guarantor in respect of Class A FG Covered Bonds shall constitute the DIG Representatives for the Emergency Instruction Procedure despite a Default Situation subsisting) (the “**EIN Signatories**”) representing $66\frac{2}{3}$ per cent. or more of the aggregate Outstanding Principal Amount of the Qualifying Class A Debt or following repayment in full of the Class A Debt, the Class B Debt after, *inter alia*, excluding the proportion of Qualifying Debt in respect of which the Bond Trustee is the DIG Representative and in respect of which the Bond Trustee has not voted. The Emergency Instruction Notice must specify the emergency action which the Security Trustee is being instructed to take and must certify that, unless such action is taken within the time frame specified in the Emergency Instruction Notice, the interests of the EIN Signatories will be materially prejudiced.

(b) *Meetings of Bondholders*

The Bond Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the modification of the Bonds, the Receipts, the Coupons or any of the provisions of the Bond Trust Deed, (in the case of Class A Wrapped Bonds and Class B Wrapped Bonds) the Financial Guarantees and any other Finance Document to which the Bond Trustee is a party (subject to the terms of the STID). Any modification may (except in relation to any Entrenched Right or Reserved Matter of the Bond Trustee (as set out in the STID) subject to the terms of the STID including, in the case of any of the Class A Wrapped Bonds or Class B Wrapped Bonds, to Entrenched Rights or Reserved Matters of any Financial Guarantor (as set out in the STID) and subject to the provisions concerning ratification and/or meetings of particular combinations of Sub-Classes of Bonds as set out in Condition 16(b) (*Exercise of rights by Bond Trustee*) and the Bond Trust Deed), be made if sanctioned by a resolution passed at a meeting of such Bondholders duly convened and held in accordance with the Bond Trust Deed by a majority of not less than three-quarters of the votes cast (an “**Extraordinary Resolution**”) at such meeting. Such a meeting may be convened by the Bond Trustee or the Issuer and shall be convened by the Issuer upon the request in writing of the relevant Bondholders holding not less than one-tenth in nominal amount of the relevant Bonds for the time being Outstanding.

The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. in nominal amount of the relevant Bonds for the time being Outstanding or, at any adjourned meeting, one or more persons being or representing Bondholders, whatever the nominal amount of the relevant Bonds held or represented, provided however, that certain matters as set out in paragraph 5 of the Fourth Schedule to the Bond Trust Deed (the “**Basic Terms**”

Modifications”) in respect of the holders of any particular Sub-Class of Bonds may be sanctioned only by an Extraordinary Resolution passed at a meeting of Bondholders of the relevant Sub-Class of Bonds at which one or more persons holding or representing not less than three-quarters or, at any adjourned meeting, one-quarter in nominal amount of the Outstanding Bonds form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the relevant Bondholders, Receiptholders and Couponholders whether present or not.

In addition, a resolution in writing signed by or on behalf of all Bondholders who for the time being are entitled to receive notice of a meeting of Bondholders under the Bond Trust Deed will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

(c) *Modification, consent and waiver*

As more fully set out in the Bond Trust Deed (and subject to the conditions and qualifications therein), the Bond Trustee may, without the consent of the Bondholders of any Sub-Class, concur with the Issuer or any other relevant parties in making: (i) any modification of these Conditions, the Bond Trust Deed, any Financial Guarantee or any Finance Document which is of a formal, minor or technical nature or to correct a manifest error or error which is, in the opinion of the Bond Trustee, proven; and (ii) (except as mentioned in the Bond Trust Deed and subject to the terms of the STID) any other modification and granting any consent under or waiver or authorisation of any breach or proposed breach of these Conditions, the Bond Trust Deed, such Financial Guarantee or any such Finance Document or other document which is, in the opinion of the Bond Trustee, not materially prejudicial to the interests of the Bondholders of that Sub-Class. The Bond Trustee shall, at the request of the Issuer, without the consent or sanction of the Bondholders of any Sub-Class, agree to such amendments to the Bond Trust Deed or these Conditions as may be required by the Issuer to transfer the listing of any Sub-Class of Bonds between Euronext Dublin and the London Stock Exchange, provided that: (x) the Bond Trustee has received a certificate signed by two directors of the Issuer certifying that: (a) such amendments do not constitute Basic Terms Modifications; and (b) such amendments are required to effect such transfer and are only intended to give effect to such transfer (upon which certificate the Bond Trustee shall be entitled to rely without further enquiry or liability to any person); and (y) such amendments do not require the Bond Trustee to undertake any more onerous duties or responsibilities or impose on the Bond Trustee any additional liabilities beyond those set out in the Bond Trust Deed. In addition, the Bond Trustee shall be obliged to concur with the Issuer in using its reasonable endeavours to effect any Benchmark Amendments in the circumstances and as otherwise set out in Condition 6(b)(iii)(D) without the consent or approval of the Bondholders or the Couponholders. Any such modification, consent, waiver or authorisation shall be binding on the Bondholders of that Sub-Class, and the holders of all relevant Receipts and Coupons and, if the Bond Trustee so requires, notice thereof shall be given by the Issuer to the Bondholders of that Sub-Class as soon as practicable thereafter.

The Bond Trustee is entitled to assume that any such modification, consent, waiver or authorisation is not materially prejudicial to the Bondholders if the Rating Agencies confirm that there will not be any adverse effect thereof on the original issue ratings of the Bonds.

(d) *Substitution of the Issuer*

As more fully set forth in the STID and the Bond Trust Deed (and subject to the conditions and qualifications therein), the Bond Trustee shall, if requested by the Issuer, agree with the Issuer, without reference to the Bondholders, to the substitution of another corporation in place of the Issuer as principal debtor in respect of the Bond Trust Deed and the Bonds of all Series and subject to the Wrapped Bonds continuing to be subject to a Financial Guarantee of the relevant Financial Guarantor.

(e) *Benchmark Amendments*

For the avoidance of doubt, the requirements set out in this Condition 15 do not apply to amendments to the Conditions and/or the Bond Trust Deed that are made pursuant to Condition 6(b)(iii)(D).

16 Bond Trustee Protections

(a) *Trustee considerations*

Subject to the terms of the STID and Condition 16(b) (*Exercise of rights by Bond Trustee*), in connection with the exercise, under these Conditions, the Bond Trust Deed, any Financial Guarantee or any Finance Document, of its rights, powers, trusts, authorities and discretions (including any modification, consent, waiver or authorisation), the Bond Trustee will have regard to the interests of the holders of the Bonds provided that, if the Bond Trustee considers, in its sole opinion, that there is a conflict of interest between the interests of the holders of the Class A Bonds and the interests of the holders of the Class B Bonds, the Bond Trustee shall give priority to the interests of the holders of the Class A Bonds whose interests shall prevail. Where, in the sole opinion of the Bond Trustee, there is a conflict between holders of two or more Sub-Classes of Bonds of the same Class, it shall consider the interests of the holders of the Sub-Class of Bonds with the shortest dated maturity and, in either case, will not have regard to the consequences of such exercise for the holders of other Sub-Classes of Bonds or for individual Bondholders, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. The Bond Trustee shall not be entitled to require from the Issuer or any Financial Guarantor, nor shall any Bondholders be entitled to claim from the Issuer, any Financial Guarantor or the Bond Trustee, any indemnification or other payment in respect of any consequence (including any tax consequence) for individual Bondholders of any such exercise.

(b) *Exercise of rights by Bond Trustee*

Except as otherwise provided in these Conditions and the Bond Trust Deed, when exercising any rights, powers, trusts, authorities and discretions relating to or contained in these Conditions or the Bond Trust Deed (other than in determining or in respect of any Entrenched Right or Reserved Matter relating to the Bonds or any other Basic Terms Modification), which affects or relates to any Class A Wrapped Bonds and/or Class B Wrapped Bonds, the Bond Trustee shall only act on the instructions of the relevant Financial Guarantor(s) (provided no FG Event of Default has occurred and is continuing) in accordance with the provisions of the Bond Trust Deed and the Bond Trustee is not required to have regard to the interests of the Bondholders in relation to the exercise of such rights, powers, trusts, authorities and discretions and has no liability to any Bondholders as a consequence of so acting. As a consequence of being required to act only on the instructions of the relevant Financial Guarantor(s) in the circumstances referred to in the previous sentence, the Bond Trustee may not, notwithstanding the provisions of these Conditions, be entitled to act on behalf of the holders of any Sub-Classes of Bonds. Subject as provided in these Conditions and the Bond Trust Deed, the Bond Trustee will exercise its rights under, or in relation to, the Bond Trust Deed, the Conditions or any Financial Guarantee in accordance with the directions of the relevant Bondholders, but the Bond Trustee shall not be bound as against the Bondholders to take any such action unless it has: (i): (a) (in respect of the matters set out in Condition 11 (*Events of default*) and Condition 15(a) (*Decisions of the Majority Creditors*)) only) been so requested in writing by the holders of at least 25 per cent. in nominal amount of the relevant Sub-Classes of Bonds Outstanding; or (b) been so directed by an Extraordinary Resolution; and (ii) been indemnified and/or furnished with security and/or pre-funded to its satisfaction.

(c) *Decisions under STID binding on all Bondholders*

Subject to the provisions of the STID and the Entrenched Rights and Reserved Matters of the Bond Trustee and the Bondholders, decisions of the Majority Creditors and (in a Default Situation) decisions made pursuant to the Emergency Instructions Procedures will bind the Bond Trustee and the Bondholders in all circumstances.

17 Notices

Notices to holders of Registered Bonds will be posted to them at their respective addresses in the Register and deemed to have been given on the date of posting. Other notices to Bondholders will be valid if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*). The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of the London Stock Exchange, on which the Bonds are for the time being listed. Any such notice (other than to holders of Registered Bonds as specified above) shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Couponholders and Receiptholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Bonds in accordance with this Condition 17.

So long as any Bonds are represented by Global Bonds, notices in respect of those Bonds may be given by delivery of the relevant notice to Euroclear as operator of the Euroclear System or Clearstream, Luxembourg or any other relevant clearing system as specified in the relevant Final Terms or Drawdown Prospectus for communication by them to entitled account holders in substitution for publication in a daily newspaper with general circulation in London. Such notices shall be deemed to have been received by the Bondholders on the day of delivery to such clearing systems.

18 Indemnification of the Bond Trustee and Security Trustee

(a) *Indemnification of the Bond Trustee*

The Bond Trust Deed contains provisions for indemnification of the Bond Trustee, and for its relief from responsibility, including provisions relieving it from taking any action including taking proceedings against the Issuer, any Financial Guarantor and or any other person unless indemnified and/or secured and/or prefunded to its satisfaction. The Bond Trustee or any of its affiliates (as defined in Condition 7 (*Indexation*)) are entitled to enter into business transactions with the Issuer, any Financial Guarantor, the other Secured Creditors or any of their respective subsidiaries or associated companies without accounting for any profit resulting therefrom.

(b) *Indemnification of the Security Trustee*

Subject to the Entrenched Rights and Reserved Matters of the Security Trustee, the Security Trustee will only be required to take any action under or in relation to, or to enforce or protect the Security, or any other security interest created by a Finance Document, or a document referred to therein, if instructed to act by the Majority Creditors or Secured Creditors (or their representatives) (as appropriate) and if indemnified and/or secured and/or prefunded to its satisfaction.

(c) *Directions, Duties and Liabilities*

Neither the Security Trustee nor the Bond Trustee, in the absence of its own wilful default, negligence or fraud, and in all cases when acting as directed by or subject to the agreement of the Majority Creditors or Secured Creditors (or their representatives) (as appropriate), shall in any way be responsible for any loss, costs, damages or expenses or other liability, which may result from the exercise or non-exercise

of any consent, waiver, power, trust, authority or discretion vested in the Security Trustee or the Bond Trustee pursuant to the STID, any Finance Document or any Ancillary Document.

19 Miscellaneous

(a) Governing Law

The Bond Trust Deed, STID, the Security Agreement, the Bonds, the Coupons, the Receipts, the Talons (if any), the relevant Financial Guarantee (if any) and the other Finance Documents are, and all matters arising from or in connection with such documents shall be governed by, and shall be construed in accordance with, English law.

(b) Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any dispute that may arise out of or in connection with the Bonds, the Coupons, the Receipts, the Talons, the relevant Financial Guarantee (if any) and the Finance Documents and accordingly any legal action or proceedings arising out of or in connection with the Bonds, the Coupons, the Receipts, the Talons (if any) the relevant Financial Guarantee (if any) and/or the Finance Document may be brought in such courts. The Issuer has in each of the Finance Documents irrevocably submitted to the jurisdiction of such courts. The English courts are the most appropriate and convenient courts to settle any such dispute and the Issuer waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Bond Trust Deed. To the extent allowed by law, the Bond Trustee, the Bondholders and the Couponholders may take: (i) proceedings in any other court; and (ii) concurrent proceedings in any number of jurisdictions.

(c) Third Party Rights

No person has any right to enforce any term or condition of the Bonds or the Bond Trust Deed under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights or remedy which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

FORMS OF THE BONDS

Form and Exchange – Bearer Bonds

Each Sub-Class of Bonds initially issued in bearer form will be issued either as a temporary global bond (the “**Temporary Global Bond**”), without Coupons or Talons attached, or a permanent global bond (the “**Permanent Global Bond**”), without interest Coupons or Talons attached, in each case as specified in the relevant Final Terms or Drawdown Prospectus. Each Temporary Global Bond or, as the case may be, Permanent Global Bond (each a “**Global Bond**”) will be delivered on or prior to the issue date of the relevant Sub-Class of the Bonds to a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system on or about the Issue Date of the relevant Sub-Class.

The relevant Final Terms or Drawdown Prospectus will also specify whether United States Treasury Regulation §1.163-(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”)) (“**TEFRA C**”) or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (“**TEFRA D**”) is applicable in relation to the Bonds, or whether the Bonds are issued other than in compliance with TEFRA C or TEFRA D but in circumstances in which the Bonds will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms or Drawdown Prospectus as a transaction to which TEFRA is not applicable.

Temporary Global Bond exchangeable for Permanent Global Bond

If the relevant Final Terms or Drawdown Prospectus specifies the form of Bonds as being represented by “Temporary Global Bond exchangeable for a Permanent Global Bond”, then the Bonds will initially be in the form of a Temporary Global Bond which will be exchangeable, in whole or in part, for interests in a Permanent Global Bond, without Coupons or Talons attached, not earlier than 40 days after the issue date of the relevant Sub-Class of the Bonds upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Bond unless exchange for interests in the Permanent Global Bond is improperly withheld or refused. In addition, payments of interest in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Bond is to be exchanged for an interest in a Permanent Global Bond, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Bond, duly authenticated, to the bearer of the Temporary Global Bond or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Bond in accordance with its terms against:

- presentation and (in the case of final exchange) surrender of the Temporary Global Bond at the specified office of the Paying Agent; and
- receipt by the Paying Agent of a certificate or certificates of non-U.S. beneficial ownership issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system,

within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Bond shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of the Permanent Global Bond exceed the aggregate initial principal amount of the Temporary Global Bond and any Temporary Global Bond representing a fungible Sub-Class of Bonds with the Sub-Class of Bonds represented by the first Temporary Global Bond.

The Permanent Global Bond will be exchangeable in whole, but not in part, for Bonds in definitive form (“**Definitive Bonds**”):

- if the relevant Final Terms or Drawdown Prospectus specifies “in the limited circumstances described in the Permanent Global Bond”, then if: (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (b) any of the circumstances described in Condition 11(a) (*Events of Default*) occurs; or
- the Issuer certifies to the Bond Trustee that it has or will, on the next payment date for interest or principal, become subject to adverse tax consequences which would not be suffered if the Bonds are not represented by a Permanent Global Bond.

Whenever the Permanent Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of the Permanent Global Bond to the bearer of the Permanent Global Bond against the surrender of the Permanent Global Bond at the Specified Office of the Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the Issue Date of such Bonds.

Temporary Global Bond exchangeable for Definitive Bonds

If the relevant Final Terms or Drawdown Prospectus specifies the form of Bonds as being “Temporary Global Bond exchangeable for Definitive Bonds” and also specifies that TEFRA C is applicable or that neither TEFRA C nor TEFRA D is applicable, then the Bonds will initially be in the form of a Temporary Global Bond which will be exchangeable, in whole but not in part, for Definitive Bonds not earlier than 40 days after the issue date of the relevant Sub-Class of the Bonds.

If the relevant Final Terms or Drawdown Prospectus specifies the form of Bonds as being “Temporary Global Bond exchangeable for Definitive Bonds” and also specifies that TEFRA D is applicable, then the Bonds will initially be in the form of a Temporary Global Bond which will be exchangeable, in whole or in part, for Definitive Bonds not earlier than 40 days after the issue date of the relevant Sub-Class of the Bonds upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of the Temporary Global Bond so exchanged to the bearer of the Temporary Global Bond against the presentation (and in the case of final exchange, surrender) of the Temporary Global Bond at the Specified Office of the Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the issue of such Bonds.

Permanent Global Bond exchangeable for Definitive Bonds

If the relevant Final Terms or Drawdown Prospectus specifies the form of Bonds as being “Permanent Global Bond exchangeable for Definitive Bonds”, then the Bonds will initially be in the form of a Permanent Global Bond which will be exchangeable in whole, but not in part, for Definitive Bonds:

- (a) if the relevant Final Terms or Drawdown Prospectus specifies “in the limited circumstances described in the Permanent Global Bond”, then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing

system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (b) any of the circumstances described in Condition 11(a) (*Events of Default*) occurs; or

- (b) the Issuer certifies to the Bond Trustee that it has or will, on the next payment date for interest or principal, become subject to adverse tax consequences which would not be suffered if the Bonds are not represented by a Permanent Global Bond.

If a Permanent Global Bond is exchangeable for Definitive Bonds at the option of the Bondholders or Issuer other than in the limited circumstances described in the Permanent Global Bond, the Bonds shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination).

Whenever the Permanent Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of the Permanent Global Bond to the bearer of the Permanent Global Bond against the surrender of the Permanent Global Bond at the Specified Office of the Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the Issue Date of such Bonds.

In the event that a Global Bond is exchanged for Definitive Bonds, such Definitive Bonds shall be issued in Specified Denominations(s) only. A Bondholder who holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Bearer Bond in respect of such holding and would need to purchase a principal amount of Bonds such that it holds an amount equal to one or more Specified Denominations.

Conditions applicable to the Bonds

The Conditions applicable to any Definitive Bond will be endorsed on that Bond and will consist of the Conditions set out under “Terms and Conditions of the Bonds” above and the provisions of the relevant Final Terms or Drawdown Prospectus which supplement, amend, vary and/or replace those Conditions.

The Conditions applicable to any Global Bond will differ from those Conditions which would apply to the Definitive Bond to the extent described under “Provisions Relating to the Bonds while in Global Form”.

Legend concerning United States persons

Bearer Bonds having a maturity of more than 365 days and any Receipts, Coupons and Talons appertaining thereto will bear a legend to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that a United States person who holds a Bond, Receipt, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bond, Receipt, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Form and Exchange – Global Bond Certificates

The following description is in respect of registered bonds issued under the Programme that are offered outside the United States in accordance with Regulation S of the Securities Act.

Global Certificates

Registered Bonds held in Euroclear and/or Clearstream, Luxembourg and/or any other clearing system will be represented by a global bond certificate (each a “**Global Bond Certificate**”) which will be registered in the name of a nominee for, and deposited with, a depositary for Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system on or about the Issue Date of the relevant Sub-Class.

Payments

All payments in respect of Bonds represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment (the “**Record Date**”), where “Clearing System Business Day” means Monday to Friday inclusive except 25 December and 1 January.

Exchange

The Global Bond Certificate will become exchangeable in whole, but not in part, for individual bond certificates (each an “**Individual Bond Certificate**”) if: (a) Euroclear or Clearstream, Luxembourg and/or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; (b) any of the circumstances described in Condition 11(a) (*Events of Default*) occurs; (c) at any time at the request of the registered Holder if so specified in the Final Terms or Drawdown Prospectus; or (d) the Issuer certifies to the Bond Trustee that it has or will, on the next payment date for interest or principal, become subject to adverse tax consequences which would not be suffered if the Bonds are not represented by a Global Bond Certificate.

If a Global Bond Certificate is exchangeable for Individual Bond Certificates at the option of the Bondholders or Issuer other than in the limited circumstances described in the Global Bond Certificate, the Bonds shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination).

Whenever the Global Bond Certificate is to be exchanged for Individual Bond Certificates, such will be issued in an aggregate principal amount equal to the principal amount of the Global Bond Certificate within seven Business Days of the delivery, by or on behalf of the registered Holder of the Global Bond Certificate to the Registrar or the Transfer Agents (as the case may be) of such information as is required to complete and deliver such Individual Bond Certificates (including the names and addresses of the persons in whose names the Individual Bond Certificates are to be registered and the principal amount of each such person’s holding) against the surrender of the Global Bond Certificate at the specified office of the Registrar or the Transfer Agent (as the case may be). Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Bonds scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar or the Transfer Agents (as the case may be) may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Rights Against Issuer

Under the Bond Trust Deed, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to interests in the Bonds will (subject to the terms of the Bond Trust Deed and the STID) acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Bond or Global Bond Certificate became void, they had been the registered Holders of Bonds in an aggregate principal amount equal to the principal amount of Bonds they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system (as the case may be).

Provisions Relating to the Bonds while in Global Form

Clearing System Accountholders

References in the Conditions of the Bonds to “Bondholder” are references to the bearer of the relevant Global Bond or the person shown in the records of the relevant clearing system as the holder of the Global Bond Certificate.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, as being entitled to an interest in a Global Bond or a Global Bond Certificate (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer or, in the case of Wrapped Bonds, the relevant Financial Guarantor, to such Accountholder and in relation to all other rights arising under the Global Bond or Global Bond Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Bond or Global Bond Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system (as the case may be) from time to time. For so long as the relevant Bonds are represented by a Global Bond or Global Bond Certificate, Accountholders will have no claim directly against the Issuer or, in the case of Wrapped Bonds, the relevant Financial Guarantor in respect of payments due under the Bonds and such obligations of the Issuer and, in the case of Wrapped Bonds, the relevant Financial Guarantor will be discharged by payment to the bearer of the Global Bond or the registered holder of the Global Bond Certificate, as the case may be.

Amendment to Conditions

Global Bonds will contain provisions that apply to the Bonds which they represent, some of which modify the effect of the Conditions of the Bonds as set out in this Prospectus. The following is a summary of certain of those provisions:

(a) Meeting:

The holder of a Global Bond or Global Bond Certificate shall be treated as being two persons for the purposes of any quorum requirements of a meeting of Bondholders and, at any such meeting, the holder of a Global Bond or Global Bond Certificate shall be treated as having one vote in respect of each minimum denomination of Bonds for which such Global Bond or Global Bond Certificate may be exchanged.

(b) Cancellation:

Cancellation of any Bond represented by a Global Bond or Global Bond Certificate that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Global Bond or Global Bond Certificate.

(c) Notices:

So long as any Bonds are represented by a Global Bond or Global Bond Certificate and such Global Bond or Global Bond Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any other relevant Clearing System, notices to the Bondholders may be given, subject always to listing requirements, by delivery of the relevant notice to the Euroclear, Clearstream, Luxembourg or any other relevant Clearing System for communication by it to entitled Accountholders in substitution for publication as provided in the Conditions.

PRO FORMA FINAL TERMS

IMPORTANT – PROHIBITION OF SALES TO EEA INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU as amended (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently, no key information document required by Regulation EU No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation

[MiFID II Product Governance / Target Market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the Product Governance Rules under EU Delegated Directive 2017/593 (the “**MIFID Product Governance Rules**”), any dealer subscribing for any bonds is a manufacturer in respect of such bonds, but otherwise neither the arranger nor the dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.]

[UK MiFIR product governance / Target Market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is only eligible counterparties as defined in the Bonds FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA 232 Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own

target market assessment in respect of the Bonds (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MIFIR Product Governance Rules, any dealer subscribing for any bonds is a manufacturer in respect of such bonds, but otherwise neither the arranger nor the dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.]

Final Terms dated [●]

THAMES WATER UTILITIES FINANCE PLC

LEI 213800ESMPQ4RQ7G8351

Issue of [Sub-Class [[●]] [Aggregate Nominal Amount of Sub-Class]

[Title of Bonds]

under the £10,000,000,000 Guaranteed Bond Programme

PART A CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the prospectus dated [] [and the supplemental prospectus dated [●] which [together] constitute[s] a prospectus for the purposes of the UK Prospectus Regulation. [This document constitutes the Final Terms of the Bonds described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with such prospectus [as so supplemented] in order to obtain all the relevant information]⁴. [The prospectus [and the supplemental prospectus] [is] [are] available on the website of the Financial Conduct Authority, trading at London Stock Exchange at: []]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the prospectus dated [24 August 2007/25 July 2008/15 September 2009/15 June 2010/24 June 2011/18 June 2012/11 March 2014/26 June 2015/16 September 2016/10 October 2017/9 October 2018/2 April 2020/ 2 September 2020] [and the supplemental prospectus dated [●] and incorporated by reference into the prospectus dated []]. [This document constitutes the Final Terms of the Bonds described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the prospectus dated [●] [and the supplemental prospectus dated [●]], which [together] constitute[s] a prospectus for the purposes of the UK Prospectus Regulation in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the prospectus dated [original date] [and the supplemental prospectus dated [●]]]⁵.The prospectuses [and the supplemental prospectuses] [is] [are] available on the website of the Financial Conduct Authority, trading at London Stock Exchange at: []]

- | | | |
|---|------------------------|--|
| 1 | (i) Issuer: | Thames Water Utilities Finance plc |
| | (ii) Guarantors: | Thames Water Utilities Holdings Limited and Thames Water Utilities Limited |
| 2 | (i) Series Number: | [●] |
| | (ii) Sub-Class Number: | [●] |

⁴ To be removed in respect of an unlisted issuance.

⁵ To be removed in respect of an unlisted issuance.

3	Relevant Currency or Currencies:	[●]
4	Aggregate Nominal Amount:	
	(i) Series:	[●]
	(ii) Sub-Class:	[●]
	(iii) Tranche:	[●]
5	(i) Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
	(ii) Net proceeds:	[●]
6	(i) Specified Denominations:	[●] [€100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Bonds in definitive form will be issued with a denomination above [€199,000].]
	(ii) Calculation Amount	[●]
7	(i) Issue Date:	[●]
	(ii) Interest Commencement Date (if different from the Issue Date):	[●]
8	Maturity Date:	[●]
9	Instalment Date:	[Not Applicable/[●]]
10	Interest Basis:	[[●] per cent. Fixed Rate] [[EURIBOR/SONIA] +/-[●] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest]
11	Change of Interest Basis	<i>[Specify the date when any fixed to floating rate change occurs or refer to paragraphs [14] and [15] below and identify there/Not Applicable]</i>
12	Redemption/Payment Basis:	[Redemption at par] [Index Linked Redemption] [Instalment] [Dual Currency]
13	Call Options:	[Applicable] / [Not Applicable] [Issuer Call Option] [Issuer Maturity Call]
14	(i) Status:	Class [A / B] Unwrapped Bonds
	(ii) [Date [Board] approval for issuance of Bonds [and Guarantee] obtained:	[●] [and [●], respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15	Fixed Rate Bond Provisions:	[Applicable/Not Applicable]
	(i) Interest Rate:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
	(ii) Interest Payment Date(s):	[●] in each year [adjusted in accordance [●] not adjusted]
	(iii) Fixed Coupon Amounts:	[●] per Calculation Amount
	(iv) Broken Amounts:	[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]
	(v) Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/Actual or Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [30E/360 (ISDA)]
	(vi) Determination Date:	[●] in each year
	(vii) Reference Gilt:	[●]
16	Floating Rate Bond Provisions:	[Applicable/Not Applicable]
	(i) Specified Period(s)/Specified Interest Payment Dates:	[●]
	(ii) First Interest Payment Date:	[●]
	(iii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	(iv) Business Centre(s)	[●]
	(v) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(vi) Party responsible for calculating the Rate(s) of Interest, Interest Amount(s) and Redemption Amount (if not the Agent Bank):	[Not Applicable/Calculation Agent]
	(vii) Screen Rate Determination:	[Applicable/Not Applicable]
	– Specified Duration:	[●]
	– Relevant Time:	[●]

	– Relevant Rate:	[EURIBOR] / [SONIA Compounded Daily Reference Rate [with Observation Shift] / [with Lag] where “p” is: [specify number] London Business Days [being no less than 5 London Business Days]]
	(viii) Reference Period:	[●]
	– Interest Determination Date(s):	[●] / [The last London Business Day of the relevant Observation Period / [2 London Business Days] prior to the first day in each Interest Period]
	– Relevant Screen Page:	[●]
	– Relevant Fallback Screenpage:	[●] / [see pages of authorised distributors for SONIA Compounded Daily Reference Rate as applicable]]
	(ix) ISDA Determination:	[Applicable/Not Applicable]
	– Floating Rate Option:	[●]
	– Specified Duration:	[●]
	– Reset Date:	[●]
	– [ISDA Definitions]	[2000/2006]
	(x) Margin(s):	[+/-][●] per cent. per annum
	- [Step-Up Fees:]	[●]
	- [Step-Up Date:]	[●]
	(xi) Minimum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]
	(xii) Maximum Interest Rate:	[[●] per cent. per annum]/[Not Applicable]
	(xiii) Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/Actual or Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [30E/360 (ISDA)]
	(xiv) Relevant Financial Centre:	[●]
	(xv) Representative Amount:	[●]
17	Zero Coupon Bond Provisions:	[Applicable/Not Applicable]
	(i) Accrual Yield: [●] per cent. per annum	[●] per cent. per annum
	(ii) Reference Price: [●]	[●]
	(iii) Day Count Fraction in relation to Redemption Amounts and late payment:	[Condition 8(e)] [Actual/Actual (ICMA)] [Actual/Actual or Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [30E/360 (ISDA)]
18	Indexed Bond Provisions:	[Applicable/Not Applicable]

	(i) Index/Formula:	[RPI/CPI/CPIH]
	(ii) Interest Rate:	[●]
	(iii) Party responsible for calculating the Rate(s) of Interest, Interest Amount and Redemption Amount(s) (if not the Agent Bank):	[Not Applicable/Calculation Agent]
	(iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	Applicable – Condition 7(c) and 7(e)
	(v) Interest Payment Dates:	[●]
	(vi) First Interest Payment Date:	[●]
	(vii) Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(viii) Minimum Indexation Factor:	[Not Applicable/[●]]
	(ix) Maximum Indexation Factor:	[Not Applicable/[●]]
	(x) Limited Indexation Month(s):	[●]
	(xi) Reference Gilt:	[●]
	(xii) Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/Actual or Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [30E/360 (ISDA)]
	(xiii) Base Index Figure	[●]
19	Dual Currency Bond Provisions:	[Applicable/Not Applicable]
	(i) Determination Date(s):	[●]
PROVISIONS RELATING TO REDEMPTION		
20	Issuer Maturity Call	[Applicable in accordance with Condition 8(j)/Not Applicable]
	(i) Issuer Maturity Call Period	The period commencing on (and including) the day that is [●] days prior to the Maturity Date to (and excluding) the Maturity Date.
21	Call Option:	[Applicable in accordance with Condition 8(b)/Not Applicable]

	(i) Optional Redemption Date(s):	Any Interest Payment Date prior to the first day of the Issuer Maturity Call Period [In the case of Floating Rate Bonds, not before [●] and at a premium of [●], if any.]
	(ii) Optional Redemption Amount(s):	[●] per Calculation Amount
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[Not Applicable]
	(b) Maximum Redemption Amount:	[Not Applicable]
	(iv) Notice period:	[Not Applicable]/As set out in the Conditions/[●]
22	Final Redemption Amount:	[●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE BONDS

23	Form of Bonds:	[Bearer/Registered]
	(i) If issued in Bearer form:	[Temporary Global Bond exchangeable for a Permanent Global Bond which is exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond/for tax reasons.] [Temporary Global Bond exchangeable for Definitive Bonds on [●] days' notice]. [Permanent Global Bond exchangeable for Definitive Bonds on in the limited circumstances specified in the Permanent Global Bond/for tax reasons.]
	(ii) If Registered Bonds:	[Global Bond Certificate exchangeable for Individual Bond Certificates]
24	Additional Business Day Centre(s):	[[●]/[Not Applicable].
25	Talons for future Coupons or Receipts to be attached to Definitive Bonds (and dates on which such Talons mature):	[Yes/No.]
26	Details relating to Instalment Bonds:	[Not Applicable/Applicable]
	(i) Instalment Date:	[●]
	(ii) Instalment Amount:	[●]
27	Redenomination, renominatisation and reconventioning provisions:	[Not Applicable/[●]]
28	TEFRA rules:	[TEFRA C/TEFRA D/Not Applicable]

DISTRIBUTION

Method of distribution	[Syndicated/Non-syndicated]
29 (i) If syndicated, names of Managers:	[Not Applicable/[●]]
(ii) Stabilising Manager (if any):	[Not Applicable/[●]]
30 If non-syndicated, name of Dealer:	[Not Applicable/[●]]
31 U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C/TEFRA D/TEFRA Not Applicable]

THIRD PARTY INFORMATION

[[●] has been extracted from [●]. [Each of the][The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from the information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:
Duly authorised

Signed on behalf of Thames Water Utilities Limited:

By:
Duly authorised

Signed on behalf of Thames Water Utilities Holdings Limited:

By:
Duly authorised

PART B OTHER INFORMATION

- 1 **Listing**
 - (i) Listing: [Listed on the Official List of Financial Conduct Authority] [Not Applicable]
 - (ii) Admission to trading: [Application has been made for the Bonds to be admitted to trading on the Main Market of the London Stock Exchange with effect from [●].]
[Not Applicable]
 - (iii) Estimate of total expenses related to admission to trading: [●]
- 2 **Ratings**

Ratings: The Bonds to be issued have been rated:
[S&P Global Ratings UK Limited: [●]]
[Moody's Investors Service Limited: [●]]
[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the ratings provider]
- 3 **[Interests of Natural and Legal Persons involved in the [Issue/Offer]]**

[●]
- 4 **Reasons for the offer, estimated net proceeds and total expenses**
 - (i) [Reasons for the offer: [●]
[(See "Use of Proceeds" in the Prospectus)]
[Green Bonds/ Social Bonds/ Sustainability Bonds]
 - (ii) [Estimated net proceeds: [●]
 - (iii) [Estimated total expenses: [●]
- 5 **[Fixed Rate Bonds only – Yield**

Indication of yield: [●] per cent. per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

- 6 **[Floating Rate Bonds Only – Historic Interest Rates]**
Details of historic [EURIBOR] rates can be obtained from [Reuters].]
- 7 **[Index-Linked Bonds only – Performance of Index/Formula and Other Information Concerning the Underlying]**
- (i) Name of underlying index: [UK Retail Price Index (RPI) (all items) published by the Office for National Statistics] / [any comparable index which may replace the UK Retail Price Index] / [UK Consumer Price Index (CPI) (all items) published by the Office for National Statistics] / [UK Consumer Price Index including owner occupiers' housing costs (CPIH) (all items) published by the Office for National Statistics].
- (ii) Information about the Index, its volatility and past and future performance can be obtained from: More information on [RPI/CPI/CPIH/comparable index which may replace RPI/CPI/CPIH] including past and current performance and its volatility and fall back provisions in the event of a disruption in the publication of [RPI/CPI/CPIH], can be found at [www.statistics.gov.uk / relevant replacing website / www.ons.gov.uk/economy/inflationandpriceindices]
- 8 **[Dual currency Bonds only – Performance of Rate[s] of Exchange]**
[•]
- 9 **Operational information**
- ISIN: [•]
- Common Code: [•]
- Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/[•]]
- Delivery: Delivery [against/free of] payment
- Names and addresses of initial Paying Agent(s): [•]
- Names and addresses of additional Paying Agent(s) (if any): [•]
- 10 **Green Bonds** [Applicable]/[Not Applicable]
- 11 **Social Bonds** [Applicable]/[Not Applicable]
- 12 **Sustainability Bonds** [Applicable]/[Not Applicable]

CHAPTER 9

USE OF PROCEEDS

Unless otherwise stated in the Final Terms, if in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Where not otherwise specified in the applicable Final Terms, the net proceeds from each issue of Bonds will be on-lent to TWUL under the terms of further Issuer/TWUL Loan Agreements to be applied by TWUL for its general corporate purposes or used to repay or service TWUL's Financial Indebtedness. See Chapter 4, *"Overview of the Financing Group"*.

Green Bonds

Where the applicable Final Terms denote a Series of Bonds as "Green Bonds" ("**Green Bonds**"), the proceeds of the Bonds will be on-lent by the Issuer to TWUL for the financing and/or refinancing of, and/or investment in, the Eligible Green Portfolio (as defined below) falling within the Eligible Green Projects (as defined below). For the purposes of this Chapter:

"Eligible Green Portfolio" means a portfolio of Eligible Green Projects. Debt financing will only be allocated against projects where spend has occurred within the three-year period prior to the issuance year of the relevant debt, and/or where spend will occur within a two-year period following the issuance.

"Eligible Green Projects" means projects which meet the Green Eligibility Criteria of the Sustainable Financing Framework (made available at www.thameswater.co.uk).

"Green Eligibility Criteria" means the criteria for Eligible Green Projects as set out in the Sustainable Financing Framework.

A third party consultant may review the Eligible Green Projects and issue a report and/or opinion based on the Eligible Green Projects (an **"External Review"**).

The Issuer and/or TWUL will establish systems and/or processes to monitor and account for the net proceeds for investment in the Eligible Green Portfolio falling within the Eligible Green Projects.

Social Bonds

Where the applicable Final Terms denote a Series of Bonds as "Social Bonds" ("**Social Bonds**"), the proceeds of the Bonds will be on-lent by the Issuer to TWUL for the financing and/or refinancing of, and/or investment in, the Eligible Social Portfolio (as defined below) falling within the Eligible Social Projects (as defined below).

For the purposes of this Chapter:

"Eligible Social Investments" means investments which fall within the Eligible Social Projects.

"Eligible Social Portfolio" means a portfolio of Eligible Social Projects. Debt financing will only be allocated against projects where spend has occurred within the three-year period prior to the issuance year of the relevant debt, and/or where spend has occurred within a two-year period following the issuance.

"Eligible Social Projects" means projects which meets the Social Eligibility Criteria of the Sustainable Financing Framework.

"Social Eligibility Criteria" means the criteria for Eligible Social Projects as set out in the Sustainable Financing Framework.

A third party consultant may review the Eligible Social Projects and issue a report and/or opinion based on the Eligible Social Projects (an **"External Review"**).

The Issuer and/or TWUL will establish systems and/or processes to monitor and account for the net proceeds for investment in the Eligible Social Portfolio falling within the Eligible Social Projects.

Sustainability Bonds

Where the applicable Final Terms denote a Series of Bonds as “Sustainability Bonds” (“**Sustainability Bonds**”), the proceeds of the Bonds will be on-lent by the Issuer to TWUL for the financing and/or refinancing of, and/or investment in, the Eligible Sustainability Portfolio (as defined below) falling within the Eligible Sustainability Projects (as defined below).

For the purposes of this Chapter:

“**Eligible Sustainability Portfolio**” means a portfolio of one or more Eligible Sustainability Investments.

“**Eligible Sustainability Investments**” means investments which fall within the Eligible Sustainability Projects.

“**Eligible Sustainability Portfolio**” means a portfolio of Eligible Green Projects and/or Eligible Social Projects. Debt financing will only be allocated against projects where spend has occurred within the three-year period prior to the issuance year of the relevant debt, and/or where spend has occurred within a two-year period following the issuance.

“**Eligible Sustainability Projects**” means the criteria a project must meet to be included as an Eligible Green Project or an Eligible Social Project under the Sustainable Financing Framework, as applicable.

A third party consultant may review the Eligible Sustainability Projects and issue a report and/or opinion based on the Eligible Sustainability Projects (an “**External Review**”).

The Issuer and/or TWUL will establish systems and/or processes to monitor and account for the net proceeds for investment in the Eligible Sustainability Portfolio falling within the Eligible Sustainability Projects.

Reporting in relation to Green bonds, Social Bonds, and Sustainability Bonds:

The Issuer is expected to issue a report on (“**Impact Report**”): (i) the Eligible Green Portfolio to which proceeds of Green Bonds have been allocated and the amounts allocated; (ii) the expected impact of the Eligible Green Portfolio; (iii) the Eligible Social Portfolio to which proceeds of Social Bonds have been allocated and the amounts allocated; (iv) the expected impact of the Eligible Social Portfolio; (v) the Eligible Sustainability Portfolio to which proceeds of Sustainability Bonds have been allocated and the amounts allocated; (vi) the expected impact of the Eligible Sustainability Portfolio; and (vii) the balance of unallocated cash and/or cash equivalent investments. Such report will be issued within twelve months of the end of each financial year and as necessary in the event of material developments. In addition, the Issuer expects to provide regular information through its website www.thameswater.co.uk on the environmental and/or social outcomes of the Eligible Green Portfolio, Eligible Social Portfolio and the Eligible Sustainability Portfolio.

CHAPTER 10

TAX CONSIDERATIONS

General

The comments below are of a general nature and are not intended to be exhaustive. Any Bondholders who are in doubt as to their own tax position should consult their professional advisers. In particular, Bondholders should be aware that the tax legislation of any jurisdiction where a Bondholder is resident or otherwise subject to taxation (as well as the jurisdictions discussed below) may have an impact on the tax consequences of an investment in the Bonds including in respect of any income received from the Bonds.

UK Tax Considerations

The following is a general summary of the UK withholding tax treatment in relation to payments of principal and interest in respect of the Bonds as at the date of this Prospectus. These comments do not deal with other UK tax aspects of acquiring, holding or disposing of (including redeeming) Bonds. This summary as it applies to UK taxation is based upon UK tax law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) as in effect on the date of this Prospectus and is subject to any change in law or practice (including retrospective change) that may take effect after such date.

UK Withholding Tax on UK Source Interest

While the Bonds are and continue to be listed on a recognised stock exchange within the meaning of Section 1005 Income Tax Act 2007, payments of interest by the Issuer may be made without withholding or deduction for or on account of UK income tax. The London Stock Exchange is a “recognised stock exchange” for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List of the Financial Conduct Authority and are admitted to trading on the London Stock Exchange. In addition, even if the Bonds are not so listed, no withholding or deduction for or on account of UK income tax will apply if the relevant interest is not “yearly interest”. Interest payable on Bonds with a maturity of less than one year from the date of issue and which are not issued under a scheme or arrangement the intention or effect of which is to render such Bonds part of a borrowing with a total term of a year or more will not be yearly interest.

In cases falling outside the two exemptions described above, interest on the Bonds will generally be paid under deduction of UK income tax at the basic rate (currently 20 per cent.), subject to the availability of other reliefs under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty. If UK withholding tax is imposed, the Issuer will not pay additional amounts in respect of the Bonds.

Payments by a Financial Guarantor under the Financial Guarantees

The United Kingdom withholding tax treatment of payments by the Guarantor under the terms of the Financial Guarantee in respect of interest on the Bonds (or other amounts due under the Bonds other than the repayment of amounts subscribed for the Bonds) is uncertain. In particular, such payments by the Guarantor may not be eligible for the exemption from withholding on account of United Kingdom tax in respect of securities listed on a recognised stock exchange described above in relation to payments of interest by the Issuer. Accordingly, if the Guarantor makes

any such payments and they have a United Kingdom source, these may be subject to United Kingdom withholding tax at the basic rate (currently 20 per cent.).

Other Rules relating to United Kingdom Withholding Tax

Bonds may be issued at an issue price of less than 100 per cent. of their principal amount. Any discount element on any such Bonds should not be subject to any UK withholding tax pursuant to the provisions mentioned in the section “UK Withholding Tax on UK Source Interest” above.

Where Bonds are issued with a redemption premium, as opposed to being issued at a discount, then any element of such premium may constitute a payment of interest. Payments of interest are subject to UK withholding tax as outlined above.

Where interest has been paid under deduction of UK income tax, Bondholders who are not resident in the UK may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.

The references to “interest” above mean “interest” as understood in UK tax law. The above statements do not take any account of any different definitions of “interest” or “principal” which may prevail under any other law or which may be created by the terms and conditions of the Bonds or any related documentation.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer and does not consider the tax consequences of any such substitution.

Other Tax Considerations

Foreign Account Tax Compliance Act (“FATCA”)

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of FATCA and IGAs to instruments such as the Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Bonds, proposed regulations have been issued that provide that such withholding would not apply to foreign passthru payments prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Bonds, no person will be required to pay additional amounts as a result of the withholding.

CHAPTER 11

DESCRIPTION OF THE HEDGE COUNTERPARTIES

The information contained herein with respect to the Hedge Counterparties relates to and has been obtained from each Hedge Counterparty, respectively. Delivery of this Prospectus shall not create any implication that there has been no change in the affairs of a Hedge Counterparty since the date hereof, or that the information contained or referred to herein is correct at any time subsequent to its date.

Credit ratings included or referred to in this Chapter 11 and in this Prospectus have been issued by the Rating Agencies, each of which is established in the European Community and registered under the CRA Regulation.

Banco Santander, S.A.

Banco Santander, S.A., which operates under the trading name “Santander Corporate & Investment Banking”, is a branch of Banco Santander, S.A. with its principal place of business located at 2 Triton Square, Regents Place, London, NW1 3AN. It is authorised by the Bank of Spain (BoS) and subject to regulatory oversight on certain matters by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA).

Banco Santander, S.A. is a Spanish company incorporated on 3 March 1856 in Spain with the legal form of a limited liability company (sociedad anónima) and has its registered office at Paseo de Pereda, numbers 9 to 12, 39004, Santander, Spain. It is subject to special legislation applicable to credit entities and private banking in general, and the supervision, control and regulation of the Bank of Spain and the ECB; and, as a listed company, the regulatory oversight of the CNMV. It is also registered in the Special Register of Banks and Bankers under code number 0049. Its headquarters are located at Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660 Boadilla del Monte, in the province of Madrid.

The Santander Group (which includes Banco Santander, S.A. and its subsidiaries and branches) is a financial group operating principally in Spain, the United Kingdom, other European countries, Brazil and other Latin American countries and the United States, offering a wide range of financial products. In Latin America, the Santander Group has majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Peru and Uruguay.

Barclays Bank PLC

Barclays Bank PLC (the “**Bank**”, and together with its subsidiary undertakings, the “**Barclays Bank Group**”) is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered head office at 1 Churchill Place, London E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the Group or Barclays) is the ultimate holding company of the Group. The Bank’s principal activity is to offer products and services designed for larger corporate, wholesale and international banking clients.

Barclays is a British universal bank with a diversified and connected portfolio of businesses, serving retail and wholesale customers and clients globally. The Group’s businesses include consumer banking and payment operations around the world, as well as a top-tier, full service, global corporate and investment bank. The Group operates as two operating divisions – the Barclays UK division (Barclays UK) and the Barclays International division (Barclays International) which are supported by Barclays Execution Services Limited. Barclays UK consists of UK Personal Banking, UK Business Banking and Barclaycard Consumer UK businesses. These businesses are carried on by

Barclays Bank UK PLC (BBUKPLC) and certain other entities within the Group. Barclays International consists of Corporate and Investment Bank and Consumer, Cards and Payment businesses. These businesses are carried on by the Bank and its subsidiaries, as well as by certain other entities within the Group. Barclays Execution Services Limited is the Group-wide service company providing technology, operations and functional services to businesses across the Group.

The short-term unsecured obligations of the Bank are rated A-1 by S&P Global Ratings UK Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long term unsecured unsubordinated obligations of the Bank are rated A by S&P Global Ratings UK Limited, A1 by Moody's Investors Service Ltd. and A+ by Fitch Ratings Limited.

Based on the Barclays Bank Group's audited financial information for the year ended 31 December 2020, the Barclays Bank Group had total assets of £1,059,731m (2019: £876,672m), loans and advances at amortised cost of £134,267m (2019: £141,636m), total deposits at amortised cost of £244,696m (2019: £213,881m), and total equity of £53,710m (2019: £50,615m). The profit before tax of the Barclays Bank Group for the year ended 31 December 2020 was £3,075m (2019: £3,112m) after credit impairment charges of £3,377m (2019: £1,202m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2020.

Based on the Barclays Bank Group's unaudited financial information for the six months ended 30 June 2021, the Barclays Bank Group had total assets of £1,064,337m, loans and advances at amortised cost of £133,815m, total deposits at amortised cost of £249,732m, and total equity of £53,696m. The profit before tax of the Barclays Bank Group for the six months ended 30 June 2021 was £3,334m (30 June 2020: £1,523m) after credit impairment releases/(charges) of £288m (30 June 2020: £(2,674)m). The financial information in this paragraph is extracted from the unaudited condensed consolidated interim financial statements of the Bank for the six months ended 30 June 2021.

The Bank's credit ratings included or referred to in this Prospectus will be treated for the purposes of the CRA Regulation as having been issued by Fitch Ratings Limited (Fitch), Moody's Investors Service Ltd. (Moody's) and S&P Global Ratings UK Limited (S&P), each of which is established in the United Kingdom and has been registered under the UK CRA Regulation. The ratings Fitch, Moody's and S&P have given in relation to the Bank are endorsed by Fitch Ratings Ireland Limited, Moody's Deutschland GmbH and S&P Global Ratings Europe Limited respectively, each of which is established in the European Economic Area (EEA) and registered under Regulation (EU) No 1060/2009 on credit rating agencies (as amended, the "**EU CRA Regulation**").

BNP Paribas

BNP Paribas is a French multinational bank and financial services company with its registered office located at 16 boulevard des Italiens 75009 Paris, France, and its corporate website in English is <http://www.bnpparibas.com/en>.

BNP Paribas, together with its consolidated subsidiaries (the "**BNP Paribas Group**") is a global financial services provider, conducting retail, corporate and investment banking, private banking, asset management, insurance and specialized and other financial activities throughout the world.

The BNP Paribas Group, one of Europe's leading providers of banking and financial services, has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg.

It operates in 66 countries and has nearly 190,000 employees, including nearly 150,000 in Europe. BNP Paribas holds key positions in its two main businesses:

Retail Banking and Services, which includes:

- Domestic Markets, comprising:

- French Retail Banking (FRB),
- BNL banca commerciale (BNL bc), Italian retail banking,
- Belgian Retail Banking (BRB),
- Other Domestic Markets activities including Arval, BNP Paribas Leasing Solutions, Personal Investors, Nickel and Luxembourg Retail Banking (LRB);
- International Financial Services, comprising:
 - Europe-Mediterranean,
 - BancWest,
 - Personal Finance,
 - Insurance,
 - Wealth and Asset Management;
- Corporate and Institutional Banking (CIB):
 - Corporate Banking,
 - Global Markets,
 - Securities Services.

BNP Paribas SA is the parent company of the BNP Paribas Group.

At 30 June 2021, the BNP Paribas Group had consolidated assets of €2,672 billion (compared to €2,488 billion at 31 December 2020), consolidated loans and receivables due from customers of €825 billion (compared to €810 billion at 31 December 2020), consolidated items due to customers of €1,001 billion (compared to €941 billion at 31 December 2020) and shareholders' equity (Group share) of €116 billion (compared to €112.8 billion at 31 December 2020).

At 30 June 2021, pre-tax income was €7.0 billion (compared to €4.9 billion as at 30 June 2020). Net income attributable to equity holders, for the first half of the year 2021 was €4.7 billion (compared to €3.6 billion for the first half year of the year 2020).

At the date of this Prospectus, the BNP Paribas Group currently has long-term senior preferred debt ratings of “A+” with stable outlook from S&P, “Aa3” with stable outlook from Moody's Investors Service, Inc. and “AA- ” with negative outlook from Fitch Ratings, Ltd and “AA (low)” with stable outlook from DBRS.

The information contained in this section relates to and has been obtained from BNP Paribas. The information concerning BNP Paribas and the BNP Paribas Group contained herein is furnished solely to provide limited introductory information regarding BNP Paribas and the BNP Paribas Group and does not purport to be comprehensive.

The delivery of the information contained in this section shall not create any implication that there has been no change in the affairs of BNP Paribas or the BNP Paribas Group since the date hereof, or that the information contained or referred to in this section is correct at any time subsequent to its date.

For up-to-date financial information, including quarterly results since the last fiscal year end, please refer to <http://invest.bnpparibas.com/en>.

Deutsche Bank AG, London Branch

Deutsche Bank Aktiengesellschaft (“**Deutsche Bank**”) originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Duesseldorf and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2 May 1957. Deutsche Bank maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main and branch offices in Germany and abroad including in London,

New York, Sydney, Tokyo, Hong Kong and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions. Deutsche Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, property finance companies, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the Deutsche Bank Group).

As at 31 March 2017, Deutsche Bank's subscribed capital amounted to €3,530,939,215.36 consisting of 1,379,273,131 ordinary shares without par value. The shares are fully paid up and in registered form. The shares are listed for trading and official quotation on all German Stock Exchanges. They are also listed on the New York Stock Exchange.

Deutsche Bank is authorised under German Banking Law (competent authorities: European Central Bank and the BaFin, Germany's Federal Financial Supervisory Authority) and, in the United Kingdom, by the Prudential Regulation Authority. It is subject to supervision by the European Central Bank and by the BaFin (Germany's Federal Financial Supervisory Authority) and is subject to limited regulation in the United Kingdom by the Prudential Regulation Authority and Financial Conduct Authority.

Deutsche Bank is a joint stock corporation with limited liability incorporated in the Federal Republic of Germany. It is registered in the Commercial Register of the District Court, Frankfurt am Main, HRB No. 30 000; with branch registration in England and Wales BR000005 and its registered address at Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank AG, London Branch is a member of the London Stock Exchange. Details about the extent of Deutsche Bank's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available on request.

HSBC Bank plc

HSBC Bank plc and its subsidiaries form a group providing a range of banking products and services.

HSBC Bank plc (formerly Midland Bank plc) was formed in England in 1836 and subsequently incorporated as a company limited by shares in 1880. In 1923, the company adopted the name Midland Bank Limited, which it held until 1982 when it re-registered as a public limited company and changed its name to Midland Bank plc. In 1992, Midland Bank plc became a wholly owned subsidiary undertaking of HSBC Holdings plc, whose Group Head Office is at 8 Canada Square, London E14 5HQ. HSBC Bank plc adopted its current name, changing from Midland Bank plc, in 1999.

HSBC Holdings plc, the parent company of the HSBC Group, is headquartered in London. As at the date of this Prospectus, the HSBC Group serves customers worldwide across 64 countries and territories. With assets of \$2,976 billion at 30 June 2021, HSBC is one of the world's largest banking and financial services organisations.

The short term senior unsecured and unguaranteed obligations of HSBC Bank plc are, as at the date of this Prospectus, rated P-1 by Moody's and A-1 by Standard & Poor's and HSBC Bank plc has a short term issuer default rating of F1+ from Fitch. The long term senior unsecured and unguaranteed obligations of HSBC Bank plc are rated A1 by Moody's and A+ by Standard & Poor's and HSBC Bank plc has a long term issuer default rating of AA- from Fitch.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc's principal place of business in the United Kingdom is 8 Canada Square, London E14 5HQ.

Lloyds Bank Corporate Markets plc

Lloyds Bank Corporate Markets plc ("**Lloyds Bank Corporate Markets**") is a wholly owned subsidiary of Lloyds Banking Group plc (together with its subsidiary undertakings from time to time, "**Lloyds Banking Group**"), was incorporated under the laws of England and Wales on 28 September 2016 (registration number 10399850) and is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the Financial Conduct Authority and

the PRA. Lloyds Bank Corporate Markets' registered office is at 25 Gresham Street, London EC2V 7HN, United Kingdom.

Lloyds Bank Corporate Markets was created in response to the Financial Services (Banking Reform) Act 2013, which takes effect from 1 January 2019 and requires the separation of certain commercial banking activities and international operations from the rest of the Lloyds Banking Group.

Lloyds Bank Corporate Markets and its subsidiaries support a diverse range of customers and provides a broad range of banking products to help them achieve their financial goals. Lloyds Banking Group's revenue is earned through interest and fees on a range of financial services products to commercial clients including loans, deposits, trade and asset finance, debt capital markets, derivatives; and current accounts, savings accounts, mortgages, car finance and personal loans in the retail market in its Crown Dependencies businesses. The information on this website does not form part of this Prospectus.

Morgan Stanley & Co. International plc

Morgan Stanley & Co. International plc is a public company incorporated with limited liability under the laws of England and Wales whose registered office is at 25 Cabot Square, Canary Wharf, London, E14 4QA, United Kingdom. Morgan Stanley & Co. International plc is an indirect wholly owned subsidiary of Morgan Stanley. Morgan Stanley & Co. International plc is a U.K. registered broker-dealer. The principal activity of Morgan Stanley & Co. International plc is the provision of financial services to corporations, governments and financial institutions across a global client base. It is authorised by the Prudential Regulation Authority ("PRA") and regulated by the PRA and Financial Conduct Authority.

MUFG Securities EMEA plc

MUFG Securities EMEA plc ("MUS(EMEA)") was incorporated in England and Wales on 11 February, 1983, pursuant to the Companies Act 1948 to 1985 as a company with liability limited by shares, and commenced business on 3 October, 1983. MUS(EMEA) was re-registered as a public limited company on 3 August, 1989. MUS(EMEA)'s registered office is located at Ropemaker Place, 25 Ropemaker Street, London EC2Y 9AJ, and its telephone number is 44 20-7628-5555. MUS(EMEA)'s registration number is 01698498. MUS(EMEA) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK.

Mitsubishi UFJ Securities Holdings Co., Ltd. ("MUSHD"), owns 100 per cent. of the shares in MUS(EMEA). Each of MUSHD and The Bank of Tokyo- Mitsubishi UFJ, Ltd. ("BTMU") is a wholly-owned subsidiary of Mitsubishi UFJ Financial Group, Inc. ("MUFG").

MUS(EMEA) is a principal part of the securities and capital markets arm of MUFG and provides a wide range of services in the worldwide securities and derivatives businesses to governments, their monetary authorities and central banks, state authorities, supranational organisations and corporations. MUS(EMEA) is also engaged in market making and dealing in securities in the international securities markets, in swaps and various other derivative instruments and in the management and underwriting of issues of securities and securities investment.

MUS(EMEA) continues to promote and develop its international capital markets business, dealing in its main areas of activity: debt and equity securities, derivatives and structured products.

National Australia Bank Limited (ABN: 12 004 044 937)

National Australia Bank Limited (ABN: 12 004 044 937) ("NAB") is a public limited company incorporated in the Commonwealth of Australia and operates under Australian legislation including the Corporations Act 2001 of Australia. Its registered office is Level 1, 800 Bourke Street, Docklands, Victoria 3008, Australia.

NAB is the holding company for the NAB Group (comprising NAB and its controlled entities), as well as being the main operating company. As at 31 March 2021, the NAB Group had total assets of A\$871,573 million and total equity of A\$61,577 million.

The NAB Group is a financial services organisation with more than 31,000 people, operating through a network of almost more than 800 branches, serving approximately 8 million customers and with over 639,000 shareholders. The majority of the NAB Group's financial services businesses operate in Australia and New Zealand, with branches currently located in Asia, the United Kingdom (UK) and the United States (US). The principal activities of the NAB Group during the half-year ended 31 March 2021 were banking services, credit and access card facilities, leasing, housing and general finance, international banking, investment banking, wealth management services, funds management and custodian, trustee and nominee services. On 31 August 2020, NAB entered into an agreement for the sale of MLC Wealth, including the advice, platforms, superannuation & investments and asset management business to IOOF Holdings Ltd. Completion of this sale took place on 31 May 2021. Further information on NAB and the NAB Group, including its consolidated audited financial statements and accompanying notes thereto, may be accessed through www.nab.com.au/annualreports.

The short term senior unsecured and unguaranteed obligations of NAB are rated P-1 by Moody's, A-1+ by Standard & Poor's and F1+ by Fitch and the long term senior unsecured and unguaranteed obligations of NAB are rated Aa3 by Moody's, AA- by Standard & Poor's and A+ by Fitch.

The information in the preceding five paragraphs is valid solely as at 3 September 2021 and has been provided solely for use in this Prospectus. Except for the preceding five paragraphs, NAB and the NAB Group accept no responsibility for this Prospectus.

NatWest Markets Plc

NatWest Markets Plc ('**NWM Plc**') is a wholly-owned subsidiary of NatWest Group plc (the '**holding company**'). As part of NatWest Group, NWM Plc supports many of NatWest Group's corporate and institutional customers in addition to financial institutions, sponsors, sovereigns and the broader investor community. NWM Plc works in close collaboration with teams across NatWest Group so that it can provide capital markets and risk management solutions to customers and become the partner of choice for those customers' financial markets needs. The '**NWM Group**' comprises NWM Plc and its subsidiary and associated undertakings. The '**NatWest Group**' comprises the holding company and its subsidiary and associated undertakings, including the NWM Group.

Royal Bank of Canada

Royal Bank of Canada (referred to in this section as "Royal Bank") is a Schedule I bank under the Bank Act (Canada), which constitutes its charter and governs its operations. Royal Bank's corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J5, Canada, and its head office is located at 1 Place Ville Marie, Montreal, Quebec, H3B 3A9, Canada. Royal Bank is the parent company of RBC Capital Markets, LLC, a Dealer and hedge counterparty.

Royal Bank is a global financial institution with a purpose-driven, principles-led approach to delivering leading performance. Our success comes from the 88,000+ employees who leverage their imaginations and insights to bring our vision, values and strategy to life so we can help our clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, we have a diversified business model with a focus on innovation and providing exceptional experiences to our 17 million clients in Canada, the U.S. and 27 other countries.

Royal Bank had, on a consolidated basis, as at July 31, 2021, total assets of C\$1,693.5 billion (approximately US\$1,357.0 billion), equity attributable to shareholders of C\$96.2 billion (approximately US\$77.1 billion) and total

deposits of C\$1,084.9 billion (approximately US\$869.0 billion). The foregoing figures were prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and have been extracted and derived from, and are qualified by reference to, Royal Bank's unaudited Interim Condensed Consolidated Financial Statements included in its quarterly Report to Shareholders for the fiscal period ended July 31, 2021.

The senior long-term debt of Royal Bank has been assigned ratings of A (stable outlook) by S&P Global Ratings, A2 (stable outlook) by Moody's Investors Service and AA- (stable outlook) by Fitch Ratings. The legacy senior long-term debt of Royal Bank has been assigned ratings of AA- by S&P Global Ratings, Aa2 by Moody's Investors Service and AA+ by Fitch Ratings. Royal Bank's common shares are listed on the Toronto Stock Exchange, the New York Stock Exchange and the Swiss Exchange under the trading symbol "RY." Its preferred shares are listed on the Toronto Stock Exchange.

On written request, and without charge, Royal Bank will provide a copy of its most recent publicly filed Annual Report on Form 40-F, which includes audited Consolidated Financial Statements, to any person to whom this Prospectus is delivered. Requests for such copies should be directed to Investor Relations, Royal Bank of Canada, by writing to 200 Bay Street, South Tower, Toronto, Ontario, M5J 2J5, Canada, or by calling (416) 955-7802, or by visiting rbc.com/investorrelations.

The delivery of this Prospectus does not imply that there has been no change in the affairs of Royal Bank since the date hereof or that the information contained or referred to herein is correct as at any time subsequent to its date.

Skandinaviska Enskilda Banken AB (SEB)

Skandinaviska Enskilda Banken AB (publ) ("SEB") of Kungsträdgårdsgatan 8, 106 40 Stockholm, Sweden, was incorporated under the laws of Sweden on 29th December, 1971 through the amalgamation of Stockholms Enskilda Bank and Skandinaviska Banken as a limited liability company with registration number 502032-9081.

SEB is a leading Nordic financial services group. As a relationship bank strongly committed to delivering customer value, SEB offers financial advice and a wide range of financial services to corporate customers, financial institutions and private individuals in Sweden and the Baltic countries. In Norway, Denmark, Finland, Germany and the UK, SEB's operations focus on delivering a full-service offering to corporate and institutional clients and building long-term customer relationships. As of the date of this Information Memorandum, SEB serves more than four million private customers. As of 30th June, 2021, SEB had total assets of SEK 3,445 billion and total equity of SEK 184 billion. For the six months ended 30th June, 2021, SEB's net profit was SEK 12.6 billion and for the year ended 31st December, 2020, SEB's net profit was SEK 15.7 billion.

As of 30th June, 2021, SEB's customer base consisted of approximately 3,100 large corporate and institutional customers, approximately 400,000 SMEs of which 272,000 were full-service customers and approximately four million private individuals. At the same date, SEB had 161 retail branch offices in Sweden and the Baltic countries. Outside Sweden, SEB has a strategic presence, through its foreign subsidiaries, branches and representative offices in more than 20 countries, to support and service mainly its large corporate and institutional customers. As of 30th June, 2021, SEB had 15,548 full time equivalent employees (FTEs), of which about half were located outside Sweden.

SEB has been rated A+ by S&P Global Ratings Europe Limited (S&P), Aa2 by Moody's Investors Service (Nordics) AB (Moody's) and AA- by Fitch Ratings Limited (Fitch). Each of S&P and Moody's is established in the EEA, and Fitch is established in the United Kingdom (UK).

SMBC Nikko Capital Markets Limited (“SMBC Nikko”)

SMBC Nikko is a full scope IFPRU investment firm incorporated in England and Wales with offices in London and a branch in Abu Dhabi. It is a subsidiary of Sumitomo Mitsui Banking Corporation (“SMBC”), one of the world’s largest commercial banks with ¥228 trillion in consolidated assets as of 31 March 2021. SMBC is a core member and a wholly owned subsidiary of Sumitomo Mitsui Financial Group, Inc., one of the three largest banking groups in Japan, with an established presence across all of the consumer and corporate banking sectors.

SMBC Nikko was founded in 1989 under the name of SBCM Limited, initially listed as a money-market institution and licensed to undertake wholesale markets derivatives business. In 1995 it was accepted as a regulated firm to engage in dealing or advising in securities or derivatives. Since December 2001, it has been authorised and regulated as a full scope investment business firm. It was renamed SMBC Capital Markets Limited, after the merger of its parent company, Sumitomo Bank with Sakura Bank to form SMBC in 2001. Following SMBC's acquisition of the former Nikko Cordial Securities in 2009, it entered into a business collaboration agreement with the renamed Nikko Cordial Securities Inc. In 2010, it changed its name to SMBC Nikko Capital Markets Limited to reflect its new business direction.

SMBC Nikko and its subsidiaries are organised into the following business lines: (i) Global Markets comprising Derivatives, Fixed Income and Equity trading departments and (ii) Capital Markets and Advisory comprising Debt Capital Markets, Equity Capital Markets and Mergers & Acquisitions. SMBC Nikko is authorised and regulated by the Financial Conduct Authority.

The Bank of Nova Scotia

The Bank of Nova Scotia was granted a charter under the laws of the Province of Nova Scotia in 1832 and commenced operations in Halifax, Nova Scotia in that year. Since 1871, The Bank of Nova Scotia has been a chartered bank under the Bank Act (Canada) (the “**Bank Act**”). The Bank of Nova Scotia is a Schedule 1 bank under the Bank Act and the Bank Act is its charter. The head office of The Bank of Nova Scotia is located at 1709 Hollis Street, Halifax, Nova Scotia, B3J 3B7 and its executive offices are at Scotia Plaza, 44 King Street West, Toronto, Ontario, M5H 1H1. A copy of The Bank of Nova Scotia's by-laws is available on www.sedar.com.

The Bank of Nova Scotia is a leading bank in the Americas. Guided by its purpose: “for every future”, The Bank of Nova Scotia helps its customers, their families and their communities achieve success through a broad range of advice, products and services, including personal and commercial banking, wealth management and private banking, corporate and investment banking, and capital markets. With a team of approximately 90,000 employees and assets of approximately \$1.1 trillion (as at April 30, 2021), The Bank of Nova Scotia trades on the Toronto (TSX: BNS) and New York Exchanges (NYSE: BNS).

The Toronto-Dominion Bank

Headquartered in Toronto, Canada, with approximately 90,000 employees in offices around the world, the Toronto-Dominion Bank and its subsidiaries are collectively known as TD Bank Group (TD). TD offers a full range of financial products and services to over 26 million customers worldwide through three key business lines:

- **Canadian Retail** including TD Canada Trust, Business Banking, TD Auto Finance (Canada), TD Wealth (Canada), TD Direct Investing and TD Insurance;
- **U.S. Retail** including TD Bank, America’s Most Convenient Bank, TD Auto Finance (U.S.), TD Wealth (U.S.) and TD’s investment in Schwab;
- **Wholesale Banking** including TD Securities

TD had CDN\$1.7 trillion in assets on July 31, 2021. TD also ranks among the world's leading online financial services firms, with more than 15 million active online and mobile customers. The Toronto-Dominion Bank trades on the Toronto and New York stock exchanges under the symbol "TD".

The Toronto-Dominion Bank is a chartered bank subject to the provisions of the Bank Act (Canada). It was formed on February 1, 1955 through the amalgamation of The Bank of Toronto, chartered in 1855, and The Dominion Bank, chartered in 1869.

CHAPTER 12

SUBSCRIPTION AND SALE

Dealership Agreement

Bonds may be sold from time to time by the Issuer to any one or more of Banco Santander, S.A., Bank of China Limited, London Branch, Barclays Bank PLC, BNP Paribas, HSBC Bank plc, Lloyds Bank Corporate Markets plc, ICBC Standard Bank Plc, Morgan Stanley & Co. International plc, MUFG Securities EMEA plc, National Australia Bank Limited (ABN: 12 004 044 937), NatWest Markets Plc, RBC Europe Limited, Scotiabank Europe plc, Skandinaviska Enskilda Banken AB (publ), SMBC Nikko Capital Markets Limited, The Toronto-Dominion Bank and any other dealer appointed from time to time (the “**Dealers**”) pursuant to the dealership agreement dated 24 August 2007 (as amended, supplemented and/or restated from time to time) made between, amongst others, TWUL, the Issuer, the Arranger and the Dealers (the “**Dealership Agreement**”). The arrangements under which a particular Sub-Class of Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in the Dealership Agreement and the subscription agreements relating to each Sub-Class of Bonds. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Bonds, the price at which such Bonds will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series, Class or Sub-Class of Bonds. In the Dealership Agreement, the Issuer, failing whom TWUL, has each agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and maintenance of the Programme and the issue of Bonds under the Dealership Agreement and each of the Obligor has agreed to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Guarantors and their respective affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Bonds issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantors and their respective affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and/or the Guarantors and their respective affiliates.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantors or the Issuer’s or the Guarantors’ affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer and/or the Guarantors routinely hedge their credit exposure to the Issuer and/or the Guarantors consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds issued under the Programme. Any such positions could adversely affect future trading prices of Bonds issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling and Transfer Restrictions of the United States of America

Selling Restrictions

The Bonds and any guarantees in respect thereof have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold, or in the case of Bearer Bonds, delivered, within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act and applicable state or local securities laws. Terms used in this paragraph have the meaning given to them in Regulation S. The Bonds and guarantees are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Bearer Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and U.S. Treasury regulations promulgated thereunder.

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to agree, that, except as permitted by the Dealership Agreement, it has not offered or sold or, in the case of Bearer Bonds, delivered the Bonds, and agrees that it will not offer, sell or, in the case of Bearer Bonds, deliver Bonds: (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the completion of the distribution of the Bonds comprising the relevant Sub-Class, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Sub-Class of Bonds to or through more than one Dealer, by each of such Dealers as to the Bonds of such Sub-Class purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each Dealer to which it sells Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them in Regulation S.

In addition, until 40 days after the commencement of the offering of Bonds comprising any Sub-Class, any offer or sale of Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Bonds outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Bonds, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States. Distribution of this Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Transfer Restrictions

Each purchaser of the Bonds outside the United States pursuant to Regulation S and each subsequent purchaser of such Bonds in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Prospectus and the Bonds, will be deemed to have represented, agreed and acknowledged that:

- (a) It is, or at the time the Bonds are purchased will be, the beneficial owner of such Bonds; and (i) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S); and (ii) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.
- (b) It understands that such Bonds and the Guarantees have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell,

pledge or otherwise transfer such Bonds except in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.

- (c) It understands that such Bonds, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following:

“THIS BOND AND THE GUARANTEES IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, AND IN THE CASE OF BEARER BONDS MAY NOT BE DELIVERED, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT.”

- (d) It understands that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 as amended from time to time; and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or

- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not qualified investor as defined in the UK Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Bonds which have a maturity of less than one year: (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell any Bonds other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Bonds would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the United Kingdom.

General

Each Dealer has acknowledged that, save for obtaining the approval of this Prospectus by the FCA in accordance with the UK Prospectus Regulation for the Bonds to be admitted to listing on the Official List and to trading on the Market, no action has been or will be taken in any jurisdiction by the Issuer, the other Obligors or the Dealers that would permit a public offering of Bonds, or possession or distribution of this Base Prospectus or any other offering material, in any jurisdiction where action for that purpose is required. Each Dealer shall to the best of its knowledge comply with all applicable laws, regulations and directives in each country or jurisdiction in or from which they purchase, offer, sell or deliver Bonds or have in their possession or distribute this Prospectus or any other offering material, in all cases at their own expense.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific country or jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) in the official interpretation, after the date of the Dealership Agreement, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Final Terms or Drawdown Prospectus (in the case of a supplement or modification relevant only to a particular Sub-Class of Bonds) or (in any other case) in a supplement to this Prospectus.

CHAPTER 13

GENERAL INFORMATION

Authorisation

The update of the Programme and the issue of Bonds thereunder, has been duly authorised by resolutions of the Board of Directors of the Issuer dated 2 July 2021 and 1 October 2021.

The giving of the guarantees contemplated by the Security Agreement by each of TWUL and TWH was duly authorised by a resolution of the Board of Directors of each of TWUL and TWH, respectively, on 23 August 2007.

Listing of Bonds

It is expected that each Sub-Class of Bonds which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued, subject only to the issue of a Global Bond or Bonds initially representing the Bonds of such Sub-Class. In the case of each Sub-Class of Wrapped Bonds, admission to the Official List and to trading on the Market is subject to the issue of the relevant Financial Guarantee by the relevant Financial Guarantor in respect of such Sub-Class. The listing of the Programme in respect of Bonds is expected to be granted on or around 26 October 2021.

Documents Available

For so long as the Programme remains in effect or any Bonds shall be Outstanding, copies of the following documents may (when published) be inspected physically during normal business hours (in the case of Bearer Bonds) at the specified office of the Principal Paying Agent, (in the case of Registered Bonds) at the specified office of the Registrar and the Transfer Agents and (in all cases) at the registered office of the Bond Trustee and, in the case of items (a) and (l) only, at the Issuer's website at www.thameswater.com:

- (a) the Memorandum and Articles of Association of each of the Issuer and the other Obligors;
- (b) the audited financial statements of TWUL for the year ended 31 March 2020 and the year ended 31 March 2021;
- (c) the audited financial statements for the Issuer for the year ended 31 March 2020 and the year ended 31 March 2021;
- (d) the audited financial statements for TWH for the year ended 31 March 2020 and the year ended 31 March 2021;
- (e) a copy of the base prospectus dated 24 August 2007 (together with the supplements thereto dated 15 October 2007 and 3 April 2008, respectively), the base prospectus dated 25 July 2008, the base prospectus dated 15 September 2009, the base prospectus dated 15 June 2010, the supplementary prospectus dated 24 March 2011, the base prospectus dated 24 June 2011, the base prospectus dated 18 June 2012, the base prospectus dated 11 March 2014, the base prospectus dated 26 June 2015, the supplementary prospectus dated 7 September 2015, the base prospectus dated 16 September 2016, the base prospectus dated 10 October 2017, the base prospectus dated 9 October 2018, the base prospectus dated 2 April 2020, the supplementary prospectus dated 5 June 2020, the base prospectus dated 2 September 2020, and the supplementary prospectus dated 22 January 2021 in respect of the Programme;
- (f) a copy of this Prospectus;
- (g) any Final Terms or Drawdown Prospectus relating to Bonds which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system;
- (h) each Investors' Report;

- (i) the Security Agreement;
- (j) each Financial Guarantee and all related Endorsements relating to each Sub-Class of Wrapped Bonds issued under the Programme;
- (k) each G&R Deed; and
- (l) the Bond Trust Deed.

Transparency Directive

Directive 2004/109/EC of the European Parliament and the Council of 15 December 2004 on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market and amending Directive 2001/34/EC (the “**Transparency Directive**”) which came into force on 20 January 2005. It required member states to take measures necessary to comply with the Transparency Directive by 20 January 2007. The Transparency Directive was implemented in the UK on 20 January 2007 through the introduction by the Financial Conduct Authority (the “**FCA**”) of the new Transparency Rules, which were combined with the FCA’s existing Disclosure Rules to form the “Disclosure and Transparency Rules”. As a result of the Transparency Directive and legislation implementing the Transparency Directive, the Issuer will be required to disclose annual and half-yearly financial reports if it has issued Bonds with a Specified Denomination of less than €100,000 (or equivalent) since 31 December 2010. If the Issuer considers such obligation to be unduly burdensome, the Issuer may decide to seek an alternative listing of the Bonds on an exchange-regulated market or on a stock exchange outside the EU.

Clearing Systems

The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Sub-Class of Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms or Drawdown Prospectus. If the Bonds are to clear through an additional or alternative clearing system (including Sicovam) the appropriate information will be specified in the applicable Final Terms or Drawdown Prospectus.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms or Drawdown Prospectus.

Significant or Material Change

There has been no significant change in the financial performance or financial position of each of the TWU Financing Group, the Issuer, TWUL or TWH and its subsidiaries since 31 March 2021. There has been no material adverse change in the financial position or prospects of each of the Issuer, TWUL or TWH since 31 March 2021.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which TWUL is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of TWUL.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which TWH is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of TWH.

Availability of Financial Statements

The audited annual financial statements of the Issuer and the audited annual financial statements of TWUL, the Issuer and TWH will be prepared as at 31 March in each year. TWH has not published nor intends to publish any interim financial statements, but each of TWUL and the Issuer has published unaudited interim financial statements as at 30 September 2020 and 30 September 2021 (which were subject to a review by the auditors in accordance with the International Standard on Review Engagements and are available at [interim-report-2020-21.pdf \(thameswater.co.uk\)](https://www.thameswater.co.uk/interim-report-2020-21.pdf)), but are not incorporated into this Prospectus) and intends to publish unaudited interim financial statements as at 30 September in each year. All future audited annual financial statements (and, in the case of TWUL and the Issuer only, any published interim financial statements) of each of the Issuer, TWUL and TWH will be available free of charge in accordance with “Documents Available” above.

Auditors

The auditors of TWUL, TWH and the Issuer for the financial years ended 31 March 2020 and 31 March 2021 are PricewaterhouseCoopers LLP (“PwC”), of 3 Forbury Place, 23 Forbury Road, Reading, Berkshire, RG1 3JH which is a member firm of the Institute of Chartered Accountants in England and Wales. The financial statements of each of TWUL and the Issuer for the year ended 31 March 2020 and 31 March 2021 have been prepared in accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and international financial reporting standards adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union and apply to the financial statements of TWUL and the Issuer respectively. The financial statements of TWH for the year ended 31 March 2020 and 31 March 2021 have been prepared in accordance with FRS 101. In each case, in respect of the 2020 financial statements and the 2021 financial statements, PwC have given unmodified reports which contained no statement under Section 498(2) or (3) of the Companies Act 2006. The audited financial statements of each of the Issuer, TWUL and TWH for the year ending 31 March 2020 and 31 March 2021 have been delivered to the Registrar of Companies. Financial statements for 31 March 2020 and 31 March 2021 are available on the Thames Water website.

Bond Trustee’s reliance on reports and legal opinions

Certain of the reports of other experts to be provided in connection with the Programme and/or the issue of Bonds thereunder may be provided on terms whereby they contain a limit on the liability of such accountants or other experts. The Bond Trustee will not necessarily be an addressee to such reports.

Under the terms of the Programme, the Bond Trustee will not necessarily receive a legal opinion in connection with each issue of Bonds.

Legend

Bonds having a maturity of more than one year, Receipts, Talons and Coupons appertaining thereto will bear a legend substantially to the following effect: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.” The sections referred to in such legend provide that a United States person who holds a Bond, Coupon, Receipt or Talon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bond, Coupon, Receipt or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Information in respect of the Bonds

The issue price and the amount of the relevant Bonds will be determined, before filing of relevant Final Terms or Drawdown Prospectus of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Bonds.

Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third

parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

Dealers Transacting with the Issuer and Guarantors

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Guarantors and their respective affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Bonds issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantors and their respective affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and/or the Guarantors and their respective affiliates.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantors or the Issuer's or the Guarantor's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer and/or the Guarantors routinely hedge their credit exposure to the Issuer and/or the Guarantors consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds issued under the Programme. Any such positions could adversely affect future trading prices of Bonds issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

GLOSSARY OF DEFINED TERMS

PLEASE READ. The defined terms used in this Prospectus and set out in this Glossary are disclosed on a conformed basis to reflect the amendments made to the Master Definitions Agreement on 26 June 2020. While the defined terms used in this Prospectus and set out in this Glossary reflect the Master Definitions Agreement, including any rules of interpretation or construction included in the Master Definitions Agreement, the terms of the definitions actually used in the Master Definitions Agreement may be different.

The Bondholders and other Secured Creditors are reminded that the defined terms in the Master Definitions Agreement govern and apply, not the conformed defined terms used in this Prospectus and set out in this Glossary, which are for disclosure purposes only.

A copy of the Master Definitions Agreement is available for inspection during normal business hours at the specified offices of the Bond Trustee and the Principal Paying Agent (in the case of bearer Bonds) or the specified offices of the Transfer Agents and the Registrar (in the case of registered Bonds).

The following terms are used throughout this Prospectus:

“2014 Final Determination” means the final price determination made by Ofwat in respect of AMP6.

“2018 Reorganisation Plan” means the implementation by TWUL and the other Obligors of one or more of the following: (1) the removal of TWUCFL and/or TWUCFH from the TWU Financing Group; (2) the substitution of the Issuer in place of TWUCFL pursuant to one or more Substitution Proposals; (3) in respect of future public bond issuances by the TWU Financing Group, the re-capitalisation and subsequent re-registration of the Issuer as a public limited liability company; (4) the settlement of any consideration or other amounts payable in connection with the substitutions or the removal of TWUCFL and/or TWUCFH from the TWU Financing Group and/or the re-capitalisation and subsequent re-registration of the Issuer as a public limited liability company; and (5) any preparatory steps in connection with the proposed solvent liquidation of TWUCFL and/or TWUCFH, in each case, effected by way of the transactions described in a relevant STID Proposal and as consented to by the Majority Creditors.

“Acceleration of Liabilities” or “Acceleration” means an acceleration of any Secured Liabilities or termination of a commitment (or equivalent action) including:

- (a) the delivery of a termination notice from a Finance Lessor or TWUL terminating the leasing of Equipment under a Finance Lease;
- (b) the delivery of a notice by TWUL or a Finance Lessor requesting the prepayment of any Rentals under a Finance Lease;
- (c) the early termination of any hedging obligations (whether by reason of an event of default, termination event or other right of early termination) under a Hedging Agreement; or
- (d) the taking of any other steps to recover any payment due in respect of any Secured Liabilities, which have matured for repayment and are overdue, by a Secured Creditor or Secured Creditors pursuant to the terms of the applicable Finance Document and in accordance with the STID.

“acceleration” and “accelerate” will be construed accordingly.

“Acceptance” means the date on which the IP Liability is recognised in TWUL’s accounts which TWUL, on the advice of its accountants, currently expects to be between Handover and System Acceptance.

“Accession Memorandum” means: (a) with respect to the STID, each memorandum to be entered into pursuant to Clause 2 (*Accession*) or Clause 19 (*Benefit of Deed*) (as applicable) of the STID and which is substantially in the form set out in Schedule 1 (*Form of Accession Memorandum*) to the STID; (b), with respect to the Bond Trust Deed, a memorandum in substantially the form set out in: (i) Schedule 5 (*Form of Accession Memorandum – Financial Guarantor*) to the Bond Trust Deed pursuant to which a Financial Guarantor accedes to the Bond Trust Deed; or (ii) Schedule 6 (*Form of Accession Memorandum - Guarantor*) to the Bond Trust Deed pursuant to which a Guarantor accedes to the Bond Trust Deed; (c) with respect to the Agency Agreement, a memorandum in substantially the form set out in Schedule 3 (*Form of Accession Memorandum*) to the Agency Agreement pursuant to which a Guarantor accedes to the Agency Agreement; or (d) with respect to the Tax Deed of Covenant, a memorandum in substantially the form set out in the Schedule (*Accession Memorandum*) to the Tax Deed of Covenant pursuant to which a Permitted Subsidiary accedes to the Tax Deed of Covenant.

“Account Bank” means National Westminster Bank plc or any successor account bank appointed pursuant to the Account Bank Agreement.

“Account Bank Agreement” means the account bank agreement dated the Initial Issue Date between, among others, the Obligors, the Account Bank, the Standstill Cash Manager and the Security Trustee as last amended and restated on 31 August 2018.

“Additional Business Day Centre” means an additional centre to be included in the definition of Business Days, as specified in the Final Terms or Drawdown Prospectus.

“Additional Conformed Class A Adjusted ICR” means, in respect of a Test Period, the ratio of Conformed Net Cash Flow less the aggregate of Depreciation during such Test Period to Conformed Class A Debt Interest during such Test Period.

“Additional Conformed Class A Average Adjusted ICR” means the sum of the ratios of Conformed Net Cash Flow less the aggregate of Depreciation during such Test Period to Conformed Class A Debt Interest, for each of the Test Periods comprised in a Rolling Average Period, divided by three.

“Additional Conformed Senior Adjusted ICR” means, in respect of a Test Period, the ratio of Conformed Net Cash Flow less the aggregate of Depreciation during such Test Period to Conformed Senior Debt Interest during such Test Period.

“Additional Conformed Senior Average Adjusted ICR” means the sum of the ratios of Conformed Net Cash Flow less the aggregate of Depreciation to Conformed Senior Debt Interest, for each of the Test Periods comprised in a Rolling Average Period, divided by three.

“Additional Secured Creditor” means any person not already a Secured Creditor which becomes a Secured Creditor pursuant to the provisions of Clause 2 (*Accession*) of the STID (provided that, for the avoidance of doubt, any Secondary Market Guarantor acceding to the STID pursuant to Clause 2.5 (*Accession of Secondary Market Guarantor*) of the STID and any Subordinated Creditor acceding to the STID pursuant to Clause 2.6 (*Accession of Subordinated Creditors*) of the STID will not constitute a Secured Creditor).

“Adjusted Lease Reserve Amount” means, in respect of any Finance Lease and from the commencement of a Standstill in any Test Period commencing on 1 April in any year, the relevant portion of the Annual Finance Charge for such Test Period relating to such Finance Lease as calculated pursuant to paragraph 6.12 of Schedule 11 (*Cash Management*) to the CTA or, where paragraph 5 of Part A of Schedule 12 (*Provisions relating to Finance Leases*) to the CTA applies, as calculated pursuant to such paragraph 5.

“Affiliate” means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company (other than in any Hedging Agreement when used in relation to a Hedge Counterparty, where “Affiliate” has the meaning given to it in that Hedging Agreement).

“Base Index Figure” means (subject to Condition 7(c)(i) (*Change in base*)) the base index figure as specified in the relevant Final Terms or Drawdown Prospectus.

“Agency Agreement” means the agreement dated the Initial Issue Date originally between TWUCFL, TWUL and the Agents referred to therein (as amended from time to time, and, if applicable, in respect of which the Issuer has been substituted in place of TWUCFL and TWUCFL has ceased to be a party) under which, amongst other things, the Principal Paying Agent is appointed as issuing agent, principal paying agent and agent bank for the purposes of the Programme.

“Agent” means the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, any Paying Agent or any other agent appointed by the Issuer pursuant to the Agency Agreement or Calculation Agency Agreement;

“Agent Bank” means Deutsche Bank AG, London Branch (or any successor thereto) in its capacity as agent bank under the Agency Agreement in respect of the Bonds.

“AMP” means an asset management plan submitted by TWUL to the economic regulator in respect of a five-year period or, where the context permits, the relevant five-year period in relation to which such asset management plan is submitted.

“AMP4” means the asset management plan prepared for the five-year period commencing on 1 April 2005 or, where the context permits, this five-year period commencing on 1 April 2005.

“AMP5” means the asset management plan prepared for the five-year period commencing on 1 April 2010 or, where the context permits, this five-year period commencing on 1 April 2010.

“AMP6” means the asset management plan to be prepared for the five-year period commencing on 1 April 2015 or, where the context permits, this five-year period commencing on 1 April 2015.

“AMP7” means the asset management plan to be prepared for the five-year period commencing on 1 April 2020 or, where the context permits, this five-year period commencing on 1 April 2020.

“Ancillary Documents” means the valuations, reports, legal opinions, tax opinions, accountants’ reports and the like addressed to or given for the benefit of the Security Trustee, any Obligor or any Secured Creditor in respect of the Security Assets.

“Annual Finance Charge” means, in respect of each 12 month period commencing 1 April in any year, the aggregate of all interest (or amounts in the nature of interest (including, but not limited to, lease rentals and hedge payments)) due or to become due (after taking account of the impact on interest rates of any Hedging Agreements then in place) during that 12 month period on the Class A Debt and the Class B Debt (including, for the avoidance of doubt, all interest due on the Class B Debt but not yet payable as a result of the restrictions imposed on the payment of that indebtedness contained in the Finance Documents), all Financial Guarantee Fees payable to any Financial Guarantor within that 12 month period, all fees and commissions payable to each Finance Party within that 12 month period and the Lease Reserve Amounts or, during a Standstill Period, the Adjusted Lease Reserve Amounts falling due in that 12 month period, excluding all indexation of principal, all costs incurred in raising such debt, amortisation of the costs of issue of such debt in that Test Period and all other costs incurred in connection with the raising of such debt less all interest received, or in respect of forward-looking ratios, receivable by any member of the TWU Financing Group from a third party during such period (excluding interest received or receivable under the Intra-Group Loans or any loan or other forms of Financial Indebtedness to Associates).

“Annual Return” means the detailed annual return of regulatory information submitted to Ofwat by all undertakers.

“Applicable Accounting Principles” means accounting principles, standards and practices generally accepted in the United Kingdom as applied from time to time and making such adjustments (if any) as the Auditors may consider appropriate arising out of changes to applicable accounting principles or otherwise from time to time.

“Appointed Business” means the appointed business of a “relevant undertaker” (as that term is defined by Section 219 of the WIA).

“Arranger” means Barclays Bank PLC, the lead arranger of the Programme.

“Assets” means the sewerage assets to be constructed and maintained by Bazalgette in accordance with the Project Specification Notice.

“Associate” means:

- (a) any person who has a Controlling interest in any member of the TWU Financing Group; or
- (b) any person who is Controlled by a member of the TWU Financing Group,

and in each case, any Affiliate of such person.

“Auditors” means PricewaterhouseCoopers LLP or such other firm of accountants of international repute as may be appointed by TWUL in accordance with the CTA as the Auditors for the TWU Financing Group.

“Authorised Credit Facility” means any facility or agreement entered into by the Issuer or TWUL for Class A Debt or Class B Debt as permitted by the terms of the CTA or for the issue of Financial Guarantees in relation thereto, the providers of which are parties to, or have acceded to, the STID and the CTA, and includes, without limitation, the Liquidity Facilities, the Initial Credit Facility Agreement, the Initial Issuer/TWUL Loan Agreement, the Existing Authorised Credit Facilities, the Initial TWUF/TWUL Loan Agreement, the Bond Trust Deed, the Secured TWUF Bond Trust Deed, the Bonds, the Secured TWUF Bonds, the Existing Finance Leases, the Hedging Agreements, the Financial Guarantee Fee Letters, the G&R Deeds and any other document entered into in connection with the foregoing facilities or agreements or the transactions contemplated in the foregoing facilities or agreements (excluding, however, the Dealership Agreement and the Common Agreements).

“Authorised Credit Provider” means a lender or other provider of credit or financial accommodation under any Authorised Credit Facility and includes each Financial Guarantor, for so long as any Financial Guarantee issued by that Financial Guarantor is outstanding, each Bondholder and each Secured TWUF Bondholder;

“Authorised Investments” means:

- (a) securities issued by the government of the United Kingdom;
- (b) demand or time deposits, certificates of deposit and short-term unsecured debt obligations, including commercial paper, provided that the issuing entity or, if such investment is guaranteed, the guaranteeing entity, is rated the Minimum Short-Term Rating;
- (c) any other obligations, provided that in each case the relevant investment has the Minimum Short-Term Rating and is either denominated in pounds sterling or (following the date on which the UK becomes a Participating Member State) euro or has been hedged in accordance with the Hedging Policy;
- (d) any money market funds or equivalent investments which have a rating of at least A- by S&P and A3 by Moody's; or
- (e) any amounts on deposit in accounts with the Account Bank specifically permitted by the Finance Documents (but not any general investments with the Account Bank).

“Authorised Signatory” means any person who is duly authorised by any Obligor or any Party and in respect of whom a certificate has been provided signed by a director of that Obligor or such Party setting out the name and signature of that person and confirming such person's authority to act.

“Base Currency” means pounds sterling.

“Bazalgette” or “BTL” means Bazalgette Tunnel Limited.

“Bearer Bonds” means those of the Bonds which are in bearer form.

“Bond Trust Deed” means the bond trust deed dated the Initial Issue Date originally between, among others, TWUCFL and the Bond Trustee (as amended from time to time and, if applicable, in respect of which the Issuer has been substituted in place of TWUCFL and TWUCFL has ceased to be a party) under which the Bonds in issue have been, and those to be issued will, on issue, be constituted and any bond trust deed supplemental thereto.

“Bond Trustee” means Deutsche Trustee Company Limited or any successor trustee appointed pursuant to the Bond Trust Deed for and on behalf of the relevant Bondholders.

“Bondholders” means the holders from time to time of the Bonds.

“Bonds” means the Class A Bonds and/or the Class B Bonds, as the context may require, and “Bond” shall be construed accordingly.

“Bridge Facility” means the facility made available to Kemble Water Limited pursuant to the Bridge Facility Agreement.

“Bridge Facility Agreement” means the £2,060,000,000 senior bridge facility agreement dated 13 October 2006, as amended from time to time, between, among others, Kemble Water Limited and Barclays Bank PLC, Dresdner Bank AG London Branch, HSBC Bank plc and Royal Bank of Canada as arrangers.

“Business” means Appointed Business and Permitted Non-Appointed Business or otherwise as permitted under the Finance Documents.

“Business Day” means (other than in any Hedging Agreement, where “Business Day” has the meaning given to it in that Hedging Agreement):

- (a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in London and each (if any) additional city or cities specified in the relevant Final Terms;
- (b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the principal financial centre of the currency in which such financial indebtedness is denominated (which in the case of a payment in US dollars shall be New York) and in each (if any) additional city or cities specified in the relevant Final Terms; and
- (c) in relation to the definition of Lease Calculation Date, a day on which commercial banks and foreign exchange markets settle payments generally in London.

“Business Centre” means a business centre, as specified in the Final Terms of a Floating Rate Bond, required to be open at the end date of a Specified Period.

“Calculation Agency Agreement” means, in relation to the Bonds of any Tranche, an agreement in or substantially in the form of Schedule 1 (*Form of Calculation Agency Agreement*) to the Agency Agreement.

“Calculation Agent” means, in relation to any Tranche of Bonds, the person appointed as calculation agent in relation to such Tranche of Bonds by the Issuer pursuant to the provisions of a Calculation Agency Agreement (or any other agreement) and shall include any successor calculation agent appointed in respect of such Tranche of Bonds.

“Calculation Date” means (other than in any Hedging Agreement where “Calculation Date” has the meaning given to it in that Hedging Agreement), 31 March and 30 September in each year starting on 30 September 2007 or any other calculation date agreed as a result of a change in the financial year end date of any Obligor.

“Capex Contract” means any agreement pursuant to which TWUL outsources goods and services which are Capital Expenditure.

“Capital Expenditure” means Capital Maintenance Expenditure and any expenditure (net of associated grants and contributions) incurred (or, in respect of any future period, forecast to be incurred in the TWUL Business Financial Model) relating to the acquisition of equipment, fixed assets, real property, intangible assets and other assets of a capital nature, or for the replacements or substitutions therefor or additions or improvements thereto, that in any such case have a useful life of more than one year together with costs incurred in connection therewith and provided that such expenditure is incurred in respect of maintenance and non-infrastructure, infrastructure renewals expenditure or quality and supply-demand and other service enhancement expenditure.

“Capital Expenditure Facility” means the revolving facility made available on the Initial Issue Date originally to TWUCFL by the Initial Credit Facility Provider consisting of a £550 million tranche to be on-lent by TWUCFL to TWUL to meet, until the third anniversary of the Initial Issue Date, the capital expenditure and general corporate purposes of TWUL.

“Capital Maintenance Expenditure” means expenditure (net of associated grants and contributions) incurred (or, in respect of any future period, forecast to be incurred in the TWUL Business Financial Model) on maintaining base service levels in the Appointed Business but excluding any expenditure relating to increases in capacity or enhancement of service levels, quality or security of supply.

“Cash Expenses” means the aggregate of all expenses including Capital Expenditure incurred by TWUL in any period (excluding depreciation, IRC and interest on Financial Indebtedness).

“Cash Manager” means: (i) during and after a Standstill Period (except where a Standstill Period is terminated pursuant to Clause 13.4.1(c) (*Termination of Standstill*) of the STID), the Standstill Cash Manager; and (ii) at all other times TWUL.

“CCD” means expenditure designated under the heading ‘current cost depreciation’ in the financial projections contained in the supplementary report issued by Ofwat detailing the numbers and assumptions specific to TWUL in Ofwat’s most recent Final Determination adjusted as appropriate for any subsequent interim determination and for Out-turn Inflation, provided that for the purposes of calculating any financial ratio for any Test Period for which there is no Final Determination, “CCD” shall be TWUL’s good faith estimate of such expenditure for such Test Period.

“CCWater” means the Consumer Council for Water.

“CIS” means capital expenditure (capex) incentive scheme.

“Class” means: (i) in relation to the Bonds, each class of Bonds, the available Classes of Bonds being Class A Wrapped Bonds, Class A Unwrapped Bonds, Class B Wrapped Bonds and Class B Unwrapped Bonds; and (ii) in relation to the Secured TWUF Bonds, each class of Secured TWUF Bonds listed in the definition of “Secured TWUF Bonds”.

“Class A Adjusted ICR” means, in respect of a Test Period, the ratio of Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Class A Debt Interest during such Test Period.

“Class A Average Adjusted ICR” means the sum of the ratios of Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Class A Debt Interest for each of the Test Periods comprised in a Rolling Average Period divided by three.

“Class A Bonds” means the Class A Wrapped Bonds and the Class A Unwrapped Bonds.

“Class A Debt” means any financial accommodation that is for the purposes of the STID to be treated as Class A Debt and includes:

- (a) as at the Initial Issue Date all debt outstanding under:
 - (i) the Class A Unwrapped Bonds (including any Class A FG Covered Bonds) issued by TWUCFL on the Initial Issue Date;
 - (ii) the Secured TWUF Bonds (including any Secured TWUF FG Covered Bonds) issued by the Issuer;
 - (iii) the Initial Credit Facility;
 - (iv) the Existing Authorised Credit Facilities;
 - (v) the Existing Finance Leases;
 - (vi) the Existing Hedging Agreements;
 - (vii) the DSR Liquidity Facilities; and
 - (viii) the O&M Reserve Facility;
- (b) following the Initial Issue Date all debt outstanding under paragraph (a) above and:
 - (i) any Legacy Bonds or JPY Bonds which become Secured TWUF Bonds following the Initial Issue Date;
 - (ii) any Class A Wrapped Bonds or Class A Unwrapped Bonds issued by TWUCFL or the Issuer following the Initial Issue Date;
 - (iii) any Financial Guarantee Fee Letter;
 - (iv) any G&R Deed in respect of Class A Wrapped Bonds;
 - (v) each Authorised Credit Facility designated as Class A Debt; and
 - (vi) any Relevant Securities designated as Class A Debt.

“Class A Debt Instructing Group” or “Class A DIG” means a group of representatives (each a “**Class A DIG Representative**”) of Qualifying Class A Debt, comprising:

- (a) in respect of each Sub-Class of Class A Wrapped Bonds (if no FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds), the Financial Guarantor of such Sub-Class of Class A Wrapped Bonds;
- (b) in respect of each Sub-Class of Class A Wrapped Bonds (after an FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds) and each Sub-Class of Class A Unwrapped Bonds (excluding any Class A FG Covered Bonds (unless a Default Situation is subsisting)), the Bond Trustee;
- (c) in respect of the Secured TWUF Bonds (excluding any Secured TWUF Covered Bonds (unless a Default Situation is subsisting)), the relevant TWUF Bond Trustee;
- (d) in respect of each Class A FG Covered Bond and each Secured TWUF Covered Bond, the Secondary Market Guarantor in respect of such Class A FG Covered Bond or, as the case may be, Secured TWUF Covered Bond (unless a Default Situation is subsisting);
- (e) in respect of the Initial Credit Facility, the Initial Credit Facility Agent;

- (f) in respect of the Existing Authorised Credit Facilities, the Existing Authorised Credit Provider;
- (g) in respect of any Existing Finance Leases, the relevant Finance Lessor; and
- (h) in respect of any other Secured Liabilities of the type referred to in paragraphs (a) to (g) above or (with the approval of the Majority Creditors) other types of Secured Liabilities that rank pari passu with all other Class A Debt, the relevant representative appointed under the terms of the relevant Finance Document and named in the relevant Accession Memorandum as the Class A DIG Representative,

each of which provides an appropriate indemnity to the Security Trustee each time it votes irrespective of whether it is a Majority Creditor.

“Class A Debt Interest” means, in relation to any Test Period, and without double counting, an amount equal to the aggregate of:

- (a) all interest and recurring fees or commissions paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under or in connection with all Class A Debt and any Permitted Financial Indebtedness which is unsecured (including all Unsecured TWUF Bond Debt);
- (b) all fees paid, due but unpaid or, in respect of forward-looking ratios, payable, to any Financial Guarantor of Class A Wrapped Bonds; and
- (c) Adjusted Lease Reserve Amounts or Lease Reserve Amounts paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under and in connection with all Class A Debt,

in each case during such Test Period (after taking account of the impact on interest rates of all related Hedging Agreements then in force) (excluding all indexation of principal, amortisation of the costs of issue of any Class A Debt or Unsecured TWUF Bond Debt within such Test Period and all other costs incurred in connection with the raising of such Class A Debt or Unsecured TWUF Bond Debt) less all interest received or in respect of forward-looking ratios receivable by any member of the TWU Financing Group from a third party during such period (excluding any interest received or receivable by TWUL under any Intra-Group Loan or any loan or other forms of Financial Indebtedness to Associates).

“Class A Debt Provider” means a provider of, or Financial Guarantor of, Class A Debt.

“Class A Debt Service Reserve Account” means the account of the Issuer titled “Class A Debt Service Reserve Account” held at the Account Bank and includes any sub-account relating to that account and any replacement from time to time.

“Class A FG Covered Bond” means any Class A Unwrapped Bond in respect of which the Security Trustee is in receipt of a valid FG Covered Bond Notice (provided that such FG Covered Bond Notice has not been revoked by a Notice of Disenfranchisement in respect of the relevant Secondary Market Guarantor in accordance with Clause 2.5 (*Accession of Secondary Market Guarantor*) of the STID).

“Class A ICR” means the ratio of Net Cash Flow for each Test Period to Class A Debt Interest for each of the same Test Periods.

“Class A Net Indebtedness” means, as at any date, all the Issuer’s and TWUL’s nominal debt outstanding (or, in respect of a future date, forecast to be outstanding) under and in connection with any Class A Debt on such date (including accretions by indexation to the notional amount under any RPI Linked Hedging Agreement and excluding any un-crystallised mark to market amount relating to any Hedging Agreement) and the nominal amount of any Financial Indebtedness pursuant to paragraphs (e) and (f) of the definition of Permitted Financial Indebtedness which is outstanding (or, in respect of a future date, forecast to be outstanding) on such date together with all indexation

accrued on any such liabilities which are indexed less the value of all Authorised Investments and other amounts standing to the credit of any Account (other than an amount equal to the aggregate of any amounts which represent Deferrals of K or Distributions which have been declared but not paid on such date) (where such debt is denominated other than in Sterling, the nominal amount outstanding will be calculated: (i) in respect of debt with associated Currency Hedging Agreements, by reference to the applicable hedge rates specified in the relevant Currency Hedging Agreements; or (ii) in respect of debt with no associated Currency Hedging Agreements, by reference to the Exchange Rate on such date).

“Class A RAR” means, on any Calculation Date, the ratio of Class A Net Indebtedness to RCV at such Calculation Date or, in the case of any forward-looking ratios for Test Periods ending after such Calculation Date, as at the 31 March falling in such Test Period.

“Class A Required Balance” means, on any Payment Date, the aggregate of the next 12 months’ interest and other finance charges (falling within the definition of Class A Debt Interest) forecast to be due on the Class A Debt and the Unsecured TWUF Bond Debt of the TWU Financing Group.

“Class A Unwrapped Bonds” means the Class A Bonds that do not have the benefit of a Financial Guarantee.

“Class A Wrapped Bonds” means the Class A Bonds that have the benefit of a Financial Guarantee.

“Class B Bonds” means the Class B Wrapped Bonds and the Class B Unwrapped Bonds.

“Class B Debt” means any financial accommodation that is, for the purposes of the STID, to be treated as Class B Debt and includes all debt outstanding under: (a) the Class B Wrapped Bonds and the Class B Unwrapped Bonds issued by TWUCFL or the Issuer after the Initial Issue Date; and (b) the G&R Deed in respect of the Class B Wrapped Bonds.

“Class B Debt Instructing Group” or “Class B DIG” means a group of representatives (each a “Class B DIG Representative”) of Qualifying Class B Debt, comprising:

- (a) in respect of each Sub-Class of Class B Wrapped Bonds (if no FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of those Wrapped Bonds), the Financial Guarantor of such Sub-Class of Class B Wrapped Bonds;
- (b) in respect of each Sub-Class of Class B Wrapped Bonds (after an FG Event of Default, has occurred and is continuing in respect of the relevant Financial Guarantor) and each Sub-Class of Class B Unwrapped Bonds, the Bond Trustee; and
- (c) in respect of any other Secured Liabilities of the type referred to in paragraphs (a) to (b) above or (with the approval of the Majority Creditors) other types of Secured Liabilities that rank *pari passu* with all other Class B Debt, the relevant representative appointed under the terms of the relevant Finance Document and named in relevant Accession Memorandum, as the Class B DIG Representative,

each of which provides an appropriate indemnity to the Security Trustee each time it votes irrespective of whether it is a Majority Creditor.

“Class B Debt Provider” means a provider of, or Financial Guarantor of, Class B Debt.

“Class B Debt Service Reserve Account” means the account of the Issuer titled “Class B Debt Service Reserve Account” held at the Account Bank and includes any sub-account relating to that account and any replacement from time to time.

“Class B Required Balance” means, on any Payment Date, the aggregate of the next 12 months’ interest and other finance charges (falling within the definition of Senior Debt Interest and relating to Class B Debt) forecast to be due on the Class B Debt of the TWU Financing Group.

“Class B Unwrapped Bonds” means the Class B Bonds that do not have the benefit of a Financial Guarantee. “Class B Wrapped Bonds” means the Class B Bonds that have the benefit of a guarantee from Financial Guarantee.

“Clearstream, Luxembourg” means Clearstream Banking, *société anonyme*.

“CMA” means the UK Competition and Markets Authority.

“Commencement Date” means the date on which Bazalgette is awarded the IP Project Licence.

“Common Agreements” means any Security Document, the Bond Trust Deed, the Common Terms Agreement, the Master Definitions Agreement, the Account Bank Agreement, the CP Agreement, the Tax Deed of Covenant, the Calculation Agency Agreement and any Finance Document to which no Secured Creditor other than the Security Trustee and/or the Issuer and/or any Agent is a party.

“Common Terms Agreement” or “CTA” means the common terms agreement entered into on the Initial Issue Date as amended and restated from time to time between the parties to the agreement and as last amended and restated on 26 June 2020.

“Companies Act” has the same meaning as “Companies Acts” in Section 2 of the Companies Act 2006 but shall only extend to provisions which are in force at the relevant date.

“Compensation Account” means the account of TWUL entitled the “Compensation Account” held at the Account Bank and includes any sub-account relating to that account and any replacement account from time to time.

“Competition Act” means the United Kingdom Competition Act 1998.

“Competition Commission” means the United Kingdom Competition Commission.

“Compliance Certificate” means a certificate, substantially in the form of Schedule 9 (*Form of Compliance Certificate*) to the CTA in which each of the Issuer and TWUL, periodically, provides certain financial statements to the Security Trustee and each Rating Agency as required by the CTA.

“Conditions” means the terms and conditions of the Bonds set out in the Bond Trust Deed as may from time to time be amended, modified, varied or supplemented in the manner permitted under the STID.

“Conformed Class A Adjusted ICR” means, in respect of a Test Period, the ratio of Conformed Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Conformed Class A Debt Interest during such Test Period.

“Conformed Class A Average Adjusted ICR” means the sum of the ratios of Conformed Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Conformed Class A Debt Interest for each of the Test Periods comprised in a Rolling Average Period divided by three.

“Conformed Class A Debt Interest” means, in relation to any Test Period, and without double counting, an amount equal to the aggregate of:

- (a) all interest and recurring fees or commissions paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under or in connection with all Class A Debt and any Permitted Financial Indebtedness which is unsecured (including all Unsecured TWUF Bond Debt) (which, for the avoidance of doubt, does not in any case include any Financial Indebtedness in respect of the IP Liability);
- (b) all fees paid, due but unpaid or, in respect of forward-looking ratios, payable, to any Financial Guarantor of Class A Wrapped Bonds; and
- (c) Adjusted Lease Reserve Amounts or Lease Reserve Amounts (which, for the avoidance of doubt, are not applicable to any Financial Indebtedness in respect of the IP Liability) paid, due but unpaid or, in respect of

forward-looking ratios, payable, on the Issuer's and/or TWUL's obligations under and in connection with all Class A Debt,

in each case during such Test Period (after taking account of the impact on interest rates of all related Hedging Agreements then in force) (excluding all indexation of principal, amortisation of the costs of issue of any Class A Debt or Unsecured TWUF Bond Debt within such Test Period and all other costs incurred in connection with the raising of such Class A Debt or Unsecured TWUF Bond Debt) less all interest received or in respect of forward-looking ratios receivable by any member of the TWU Financing Group from a third party during such period (excluding any interest received or receivable by TWUL under any Intra-Group Loan or any loan or other forms of Financial Indebtedness to Associates).

"Conformed Class A ICR" means the ratio of Conformed Net Cash Flow for each Test Period to Conformed Class A Debt Interest for each of the same Test Periods.

"Conformed Net Cash Flow" means:

- (a) in respect of any historical element of a Test Period, the aggregate of net cash flow from operating activities as shown in the TWUL financial statements (such net cash flow to take into account both the IP Related Revenue and IP Related Payments); (after adding back, without double counting, and to the extent that such items are included in net cash flow from operating activities, any exceptional items (including the initial transaction fees payable on the Initial Issue Date) to the extent such items represent expenditure of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL's financial statements, any recoverable VAT, any Capital Expenditure, any movement in debtors and/or creditors relating to Capital Expenditure and any Deferrals of K) minus any exceptional items to the extent such items represent receipts of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL's financial statements and corporation tax paid (other than in respect of interest received on the Intra-Group Loan between TWUL and TWH) which shall exclude payments in respect of a Permitted Tax Loss Transaction as part of any Intra-Group Debt Service Distribution, during such Test Period; and
- (b) in respect of any forward-looking element of a Test Period, the aggregate of anticipated net cash flow from operating activities (such net cash flow to take into account both the IP Related Revenue and IP Related Payments); (after adding back, without double counting and to the extent that such items are included in the anticipated net cash flow from operating activities, any exceptional items to the extent such items represent expenditure of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL's financial statements, any recoverable VAT, any Capital Expenditure any movement in debtors and/or creditors relating to Capital Expenditure and any Deferrals of K in each case anticipated to occur during such Test Period) minus any exceptional items to the extent such items represent receipts of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL's financial statements and corporation tax (other than in respect of interest received on the Intra-Group Loan between TWUL and TWH) which shall exclude payments in respect of a Permitted Tax Loss Transaction as part of any Intra-Group Debt Service Distribution less any anticipated net cash flow from operating activities of its business other than its Appointed Business (for the avoidance of doubt, the collection of the IP Related Revenue and the IP Related Payments shall be Appointed Business for these purposes) and after adding back corporation tax which shall exclude payments in respect of a Permitted Tax Loss Transaction as part of any Intra-Group Debt Service Distributions anticipated to be paid during such Test Period) anticipated to be paid (other than in respect of interest received on the Intra-Group Loan between TWUL and TWH) as a result of such businesses during such Test Period.

"Conformed Senior Adjusted ICR" means, in respect of a Test Period, the ratio of Conformed Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Conformed Senior Debt Interest during such Test Period.

“Conformed Senior Average Adjusted ICR” means the sum of the ratios of Conformed Net Cash Flow less the aggregate of CCD and IRC to Conformed Senior Debt Interest for each of the Test Periods comprised in a Rolling Average Period divided by three.

“Conformed Senior Debt Interest” means, in relation to any Test Period, and without double counting, an amount equal to the aggregate of:

- (a) all interest, fees or commissions paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under or in connection with all Senior Debt excluding any Financial Indebtedness in respect of the IP Liability and any Permitted Financial Indebtedness which is unsecured (including all Unsecured TWUF Bond Debt) (other than any Intra-Group Loans) (which, for the avoidance of doubt, does not in any case include any Financial Indebtedness in respect of the IP Liability);
- (b) all fees paid, due but unpaid or, in respect of forward-looking ratios, payable, to any Financial Guarantor of Wrapped Bonds; and
- (c) Adjusted Lease Reserve Amounts or Lease Reserve Amounts (which, for the avoidance of doubt, are not applicable to any Financial Indebtedness in respect of the IP Liability) paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under and in connection with all Senior Debt,

in each case during such Test Period (after taking account of the impact on interest rates of all related Hedging Agreements then in force) (excluding all indexation of principal amortisation of the costs of issue of any Senior Debt, Unsecured TWUF Bond Debt within such Test Period and all other costs incurred in connection with the raising of such Senior Debt or Unsecured TWUF Bond Debt) less all interest received or, in respect of forward-looking ratios, receivable, by any member of the TWU Financing Group from a third party during such period (excluding any interest received or receivable by TWUL under any Intra-Group Loan or any loan or other forms of Financial Indebtedness to Associates).

“Conformed Senior Net Indebtedness” means, as at any date, the aggregate of the Issuer’s and TWUL’s nominal debt outstanding (or, in respect of a future date, forecast to be outstanding) under and in connection with any Senior Debt on such date (including accretions by indexation to the notional amount under any RPI Linked Hedging Agreement and excluding any un-crystallised mark to market amount relating to any Hedging Agreement and any Financial Indebtedness in respect of the IP Liability) and the nominal amount of any Financial Indebtedness pursuant to paragraphs (e) and (f) (which, for the avoidance of doubt, does not include any Financial Indebtedness in respect of the IP Liability) of the definition of Permitted Financial Indebtedness which is outstanding (or, in respect of a future date, forecast to be outstanding) on such date together with all indexation accrued on any such liabilities which are indexed less the value of all Authorised Investments and other amounts standing to the credit of any Account (other than an amount equal to the aggregate of any amounts which represent Deferrals of K or Distributions which have been declared but not paid on such date); where such debt is denominated other than in pounds sterling, the nominal amount outstanding will be calculated: (i) in respect of debt with associated Currency Hedging Agreements, by reference to the applicable hedge rates specified in the relevant Currency Hedging Agreements; or (ii) in respect of debt with no associated Currency Hedging Agreements, by reference to the Exchange Rate on such date.

“Conformed Senior RAR” means, on any Calculation Date, the ratio of Conformed Senior Net Indebtedness to RCV as at such Calculation Date or, in the case of any forward-looking ratios for Test Periods ending after such Calculation Date, as at the 31 March falling in such Test Period.

“Construction Output Price Index” means the index issued by the Department for Business, Enterprise and Regulatory Reform (or any successor thereto), varied from time to time, relating to price levels of new build construction based on a combination of logged values of tender price indices, labour and materials cost indices and on the value of new construction orders in the United Kingdom.

“Consumer Prices Index” or “CPI” means the all items consumer prices index for the United Kingdom published by the Office for National Statistics (January 2015 = 100) or at any future date (except in the case of a CPI Linked Hedging Agreement) such other index of retail prices as may have then replaced it for the purposes of Ofwat’s determination of price limits for water and sewerage services or (in the case of a CPI Linked Hedging Agreement), such other index of retail prices as specified in such CPI Linked Hedging Agreement.

“Consumer Prices Index including Owner Occupiers’ Housing costs and Council Tax” or “CPIH” means the all items consumer prices index including owner occupiers’ housing costs and council tax for the United Kingdom published by the Office for National Statistics (January 2015 = 100) or at any future date (except in the case of a CPIH Linked Hedging Agreement) such other index of retail prices as may have then replaced it for the purposes of Ofwat’s determination of price limits for water and sewerage services or (in the case of a CPIH Linked Hedging Agreement), such other index of retail prices as specified in such CPIH Linked Hedging Agreement.

“Contracting Secured Creditor” means a Secured Creditor (other than the Security Trustee) party to an Authorised Credit Facility.

“Contractor” means any person (being either a single entity, consortium or joint venture) that is a counterparty to an Outsourcing Agreement or Capex Contract.

“Control” of one person by another person means (other than in the Tax Deed of Covenant where it has the meaning defined therein) that the other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise and whether acting alone or in concert with another or others) has the power to appoint and/or remove the majority of the members of the governing body of that person or otherwise controls or has the power to control the affairs and policies of that person (and references to “Controlled” and “Controlling” shall be construed accordingly).

“Coupon” means an interest coupon appertaining to a Definitive Bearer Bond, such coupon being:

- (a) if appertaining to a Fixed Rate Bond, a Floating Rate Bond or an Indexed Bond, in the form or substantially in the form set out in Part E (*Form of Coupon*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed or in such other form, having regard to the terms of issue of the Bonds of the relevant Sub-Tranche, as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s); or
- (b) if appertaining to a Definitive Bearer Bond which is neither a Fixed Rate Bond nor a Floating Rate Bond nor an Indexed Bond, in such form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s),

and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 14 (Replacement of Bonds, Coupons, Receipts and Talons).

“Couponholders” means the several persons who are for the time being holders of the Coupons and includes, where applicable, the Talonholders.

“Court” means the High Court of England and Wales.

“CP Agreement” means the conditions precedent agreement, dated 24 August 2007 between, among others, the Bond Trustee, the Security Trustee and the Obligor.

“CRA Regulation” means Regulation (EC) No 1060/2009 on credit rating agencies.

“CRD V” means the Directive 2019/878/EU of the European Parliament and of the Council.

“Credit Facility” means the bank facility originally made available to TWUCFL under the Credit Facility Agreement.

“Credit Facility Agent” means the agent bank appointed under the Credit Facility Agreement.

“Credit Facility Agreement” means the facility agreement originally entered into between, *inter alia*, TWUCFL and the Credit Facility Providers on 2 September 2011 as amended, restated and supplemented or replaced from time to time under which the Credit Facility is made available and, if applicable, in respect of which the Issuer has been substituted in place of TWUCFL and TWUCFL has ceased to be a party.

“Credit Facility Provider” means each of the financial institutions to be assembled by the Thames Water Group each having the Minimum Short-Term Rating or any successor thereto.

“CRR” means the Regulation (EU) No 575/2013 of the European Parliament and of the Council.

“CSO” means combined sewerage overflows.

“Currency Hedging Agreement” means any Hedging Agreement with a Hedge Counterparty in respect of a currency exchange transaction.

“Date Prior” means, at any time, the date which is one day before the next Periodic Review Effective Date.

“DCO” or the “Development Consent Order” means the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014 (SI 2384/2014) as may be amended from time to time.

“Dealers” means Banco Santander, S.A., Bank of China Limited, London Branch, Barclays Bank PLC, BNP Paribas, HSBC Bank plc, ICBC Standard Bank Plc, Lloyds Bank Corporate Markets plc, Morgan Stanley & Co. International plc, MUFG Securities EMEA plc, National Australia Bank Limited (ABN: 12 004 044 937), NatWest Markets Plc, RBC Europe Limited, Scotiabank Europe plc, Skandinaviska Enskilda Banken AB (publ), SMBC Nikko Capital Markets Limited and The Toronto-Dominion Bank together with any other dealer appointed from time to time by the Issuer and the other Guarantors pursuant to the Dealership Agreement and references to a “relevant Dealer” or the “relevant Dealer(s)” mean, in relation to any Tranche of Bonds, the Dealer or Dealers with whom the Issuer has agreed the issue of the Bonds of such Tranche and “Dealer” means any one of them.

“Dealership Agreement” means the agreement dated 24 August 2007 (as amended from time to time) concerning the purchase of Bonds to be issued pursuant to the Programme together with any agreement for the time being in force amending, replacing, novating or modifying such agreement and any accession letters and/or agreements supplemental thereto.

“Debt Service Payment Account” means the account of TWUL entitled the “Debt Service Payment Account” held at the Account Bank and includes any sub-account relating to that account and any replacement account from time to time.

“Debt Service Reserve Account” means each of the Class A Debt Service Reserve Accounts and the Class B Debt Service Reserve Account.

“Default” means:

- (a) an Event of Default;
- (b) a Trigger Event; or
- (c) a Potential Event of Default.

“Default Situation” means any period during which there subsists an Event of Default.

“Deferral of K” means, in respect of any Financial Year, an amount equal to the difference between the total revenue that is projected by TWUL to be raised during such Financial Year on the basis of the announced charges and the

revenue that would have accrued if TWUL had established prices at the full price cap available to it under the Instrument of Appointment.

“Definitive Bearer Bond” means a Bearer Bond in definitive form issued or, as the case may require, to be issued by the Issuer and including any Bearer Bond in definitive form issued by TWUCFL in respect of which the Issuer has been substituted in place of TWUCFL as issuer and principal debtor of such Bearer Bonds in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the Agency Agreement and the Bond Trust Deed in exchange for either a Temporary Global Bond or part thereof or a Permanent Global Bond (all as indicated in the applicable Final Terms), such Bearer Bond in definitive form being in the form or substantially in the form set out in Part C (*Form of Definitive Bearer Bond*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed and having the Conditions endorsed thereon and having the relevant information replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and (except in the case of a Zero Coupon Bond in bearer form) having Coupons and, where appropriate, Receipts and/or Talons attached thereto on issue.

“Definitive Registered Bond” means a Registered Bond in definitive form issued or, as the case may require, to be issued by the Issuer and including any Registered Bond in definitive form issued by TWUCFL in respect of which the Issuer has been substituted in place of TWUCFL as issuer and principal debtor of such Registered Bonds in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the Agency Agreement and the Bond Trust Deed, such Registered Bond in definitive form being in the form or substantially in the form set out in Part B (*Form of Definitive Registered Bond*) of Schedule 3 of the Bond Trust Deed having the relevant information replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and having a Form of Transfer endorsed thereon.

“Defra” means the United Kingdom Department for Environment, Food and Rural Affairs.

“Depreciation” means, in relation to any period of time, the “total RCV run-off” (or other term(s) used to mean the depreciation charges applicable to the RCV) in respect of such period (interpolated as necessary for Out-turn Inflation) as last determined and notified to TWUL by Ofwat at the most recent Periodic Review or other procedure through which from time to time Ofwat may make such determination on an equally definitive basis to that of such a Periodic Review.

“Determination Date” means the date which is seven Business Days prior to each Payment Date or, as the case may be, each Unsecured TWUF Bond Payment Date.

“DETR” means the Department of the Environment, Transport and the Regions which had responsibility for the Environment prior to Defra.

“DIG Directions Request” has the meaning given to such term in Clause 9.6.2 (*DIG Directions Request*) of the STID.

“DIG Proposal” has the meaning given to such term in Clause 9.6.1 (*DIG Directions Request*) of the STID.

“DIG Representative” means each Class A DIG Representative or, as the case may be, Class B DIG Representative.

“Directors” means the Board of Directors for the time being of the Issuer or, as the case may be, the relevant Obligor.

“Discharge Date” means the date on which all obligations of the Issuer and TWUL under the Finance Documents have been irrevocably satisfied in full and no further obligations are capable of arising under the Finance Documents.

“Discontinuation Agreement” means the agreement between, among others, the Secretary of State, and Bazalgette of that name dated on or around the Commencement Date.

“Discontinuation Notice” means a notice issued by the Secretary of State in accordance with the Discontinuation Agreement.

“Distribution” means, any payments (including any payments of distributions, dividends, bonus issues, return of capital, fees, interest, principal or other amounts whatsoever) (by way of loan or repayment of any loan or otherwise) (in cash or in kind) to any Associate other than:

- (a) payments made to such persons pursuant to arrangements entered into for the provision of management and know-how services and which are entered into on bona fide arm’s length terms in the ordinary and usual course of trading (including pursuant to any agreement made or to be made between TWUL or any other member of the TWU Financing Group and any member of the Macquarie Bank Group in relation to the provision of financial, operational or corporate advisory services) to the extent that the aggregate of all such payments does not exceed 1 per cent. of RCV in any consecutive 12 month period;
- (b) any payments made to such persons pursuant to any Outsourcing Agreements and/or Capex Contracts which were entered into and remain in compliance with the Outsourcing Policy save that if any Outsourcing Agreement and/or Capex Contract should cease to comply in all material respects with the Outsourcing Policy, all payments thereunder made by TWUL shall only be made as Distributions where such non-compliance has remained unremedied for a period in excess of 365 days from the date on which TWUL became aware of such non-compliance;
- (c) rental payments made to a member of the Thames Water Group in respect of any Permitted Property Lease granted in favour of TWUL by any member of the Thames Water Group;
- (d) payments made to such persons pursuant to arrangements entered into on terms that are not bona fide and arm’s length in the ordinary and usual course of trading to the extent that the aggregate of all such payments does not exceed 0.1 per cent. of RCV in any consecutive 12 month period; or
- (e) any payments made to such persons in respect of a Permitted Post Closing Event.

“DSR Liquidity Facility” means a debt service reserve liquidity facility made available under a Liquidity Facility Agreement.

“DSR Liquidity Facility Agreement” means any agreement establishing a DSR Liquidity Facility.

“DSR Liquidity Facility Provider” means the Initial DSR Liquidity Facility Providers or any other lender under a DSR Liquidity Facility Agreement.

“Dual Currency Bonds” means a Bond in respect of which the amount payable (whether in respect of principal or interest and whether at maturity or otherwise) will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree.

“DWT” means the England and Wales Drinking Water Inspectorate.

“EA” or “Environment Agency” means the England and Wales Environment Agency.

“Early Redemption Amount” has the meaning, in relation to a Sub-Class of Bonds, given to such term in the Conditions relating to such Sub-Class of Bonds.

“EIB” means the European Investment Bank.

“EIB Amendment Agreement” means the amendment agreement dated the Initial Issue Date between the Existing Authorised Credit Providers and TWUL relating to the Existing Authorised Credit Facilities.

“EIN Signatories” has the meaning given to such term in Clause 9.13.1 (*Emergency Instruction Procedure*) of the STID.

“Eligible Secondary Market Guarantor” means:

- (a) an Initial Eligible Secondary Market Guarantor; and
- (b) any other financial guarantor authorised to transact credit, suretyship and financial loss insurance in the United Kingdom or any other person designated from time to time as an Eligible Secondary Market Guarantor by notice from TWUL to the Security Trustee and the Bond Trustee pursuant to the terms of the STID,

that has, in each case, entered into secondary market financial guarantee arrangements, to the satisfaction of TWUL, with a Bondholder or Secured TWUF Bondholder in respect of Class A Unwrapped Bonds or, as the case may be, Secured TWUF Bonds, which secondary market guarantee arrangements continue to be in effect and in respect of which a Notice of Disenfranchisement would not be required to be served if it were a Secondary Market Guarantor.

“Emergency” means the disruption of the normal service of the provision of water or wastewater services which is treated as an emergency under TWUL’s policies, standards and procedures for emergency planning manual.

“Emergency Instruction Notice” has the meaning given to such term in Clause 9.13.1 (*Emergency Instruction Procedure*) of the STID.

“Emergency Instruction Procedure” means an emergency instruction procedure provided for in the STID, subject to Entrenched Rights and Reserved Matters, to cater for circumstances when a Default Situation is subsisting, and certain decisions and instructions may be required in a timeframe which does not allow the Bond Trustee to convene Bondholder meetings.

“Enforcement Action” means any step (other than the exercise of any rights of inspection of any asset or other immaterial actions taken under any Finance Lease) that a Secured Creditor is entitled to take to enforce its rights against an Obligor under a Finance Document following the occurrence of an Event of Default including, the declaration of an Event of Default, the institution of proceedings, the making of a demand for payment under a Guarantee, the making of a demand for cash collateral under a Guarantee or the Acceleration of Liabilities (other than a Permitted Lease Termination, a Permitted Hedge Termination or a Permitted EIB Compulsory Prepayment Event) by a Secured Creditor or Secured Creditors pursuant to the terms of the applicable Finance Documents.

“Enforcement Order” means an enforcement order, a final enforcement order or a provisional enforcement order, each as referred to and defined in the WIA.

“Enterprise Act” means the Enterprise Act 2002.

“Entrenched Rights” means the rights of the Secured Creditors provided by the terms of Clauses 8.3 (*Entrenched Rights of Class A Debt Providers*) to 8.9 (*Entrenched Rights of the Hedge Counterparties*) (inclusive) of the STID.

“Environmental Claim” means any claim, proceeding, formal notice or investigation by the relevant duly appointed person pursuant to any Environmental Law.

“Environmental Law” means any applicable law (including DETR Circular 02/2000) in force in any jurisdiction in which TWUL or any of its Subsidiaries or any Joint Venture in which it has an interest conducts business which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

“Environmental Permits” or “Environmental Approvals” means any permit, licence, consent, approval or other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the Business conducted on or from the properties owned or used by TWUL.

“EPA” means the United Kingdom Environmental Protection Act 1990.

“Equipment” means, in relation to a Finance Lease, any items of equipment, plant and/or machinery, system, asset, software licence, Intellectual Property Right, software and any other item leased under that Finance Lease.

“Equivalent Amount” means the amount in question expressed in the terms of the Base Currency, calculated on the basis of the Exchange Rate.

“EU” means the European Union.

“Euro” or “€” means the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, from time to time.

“Euronext Dublin” means The Irish Stock Exchange plc trading as Euronext Dublin.

“Euroclear” means Euroclear Bank SA/NV

“Event of Default” means (other than in any Hedging Agreement when used in relation to a Hedge Counterparty, where “Event of Default” has the meaning given to it in that Hedging Agreement) an event specified as such in Schedule 6 (*Events of Default*) to the CTA.

“Exchange Rate” means the spot rate at which the Non-Base Currency is converted to the Base Currency as quoted by the Agent Bank as at 11.00 a.m.:

- (a) for the purposes of Clause 9.3 (Notice to Secured Creditors and Secondary Market Guarantors of STID Proposal) and Clause 9.6 (DIG Directions Request) of the STID, respectively on the date that the STID Proposal or DIG Proposal (as applicable) is dated; and
- (b) in any other case, on the date as at which calculation of the Equivalent Amount of the Outstanding Principal Amount is required,

and in each case, as notified by the Agent Bank to the Security Trustee.

“Excluded Accounts” means the Issuer’s O&M Reserve Account and Debt Service Reserve Accounts to the extent the balance standing to the credit of such accounts is attributable to a Standby Drawing under the relevant Liquidity Facility, and each Swap Collateral Account.

“Existing Authorised Credit Facilities” means the following facilities provided to TWUL by the Existing Authorised Credit Provider pursuant to the Existing Authorised Credit Finance Contracts:

- (a) £50,000,000 EIB 6 6.28 per cent. due 2010;
- (b) £45,000,000 EIB 6 5.92 per cent. due 2010;
- (c) £30,000,000 EIB 6 3MLO-0.080 per cent. due 2008;
- (d) £50,000,000 EIB 7 6.58 per cent. due 2010;
- (e) £23,125,000 EIB 7 3MLO-0.143 per cent. due 2009;
- (f) £26,875,000 EIB 7 3MLO-0.063 per cent. due 2009;
- (g) £50,000,000 EIB 8 5.72 per cent. due 2011;
- (h) £50,000,000 EIB 8 3MLO+0.070 per cent. due 2011;
- (i) £150,000,000 EIB (2006) 6MLO+0.235 per cent. due 2017; and
- (j) any other facility provided to TWUL by the Existing Authorised Credit Provider pursuant to any Existing Authorised Credit Finance Contract.

“Existing Authorised Credit Finance Contracts” means:

- (a) the finance contract (FI No.1.7336) between TWUL and the Existing Authorised Credit Provider dated Reading, 3 March 1998, Luxembourg, 16 March 1998 in relation to the Thames Water III Project, as amended by a Letter dated Luxembourg, 16 March 1998 from the Existing Authorised Credit Provider to TWUL and Modifications to Contract between TWUL and the Existing Authorised Credit Provider dated Luxembourg, 21 January 2003, Luxembourg, 4 October 2001, Luxembourg, 6 October 2006 and Luxembourg, 8 February 2007 (the “Finance Contract 1.7336”);
- (b) the finance contract (FI No. 20.452) between TWUL and the Existing Authorised Credit Provider dated Reading, 24 January 2000, Luxembourg, 24 January 2000 in relation to the Thames Water IV Project, as amended by a Letter dated Luxembourg, 24 January 2000 from the Existing Authorised Credit Provider to TWUL and Modifications to Contract between TWUL and the Existing Authorised Credit Provider dated Luxembourg, 30 August 2000, Luxembourg, 21 January 2003, Luxembourg, 4 October 2001, Luxembourg, 6 October 2006 and Luxembourg, 8 February 2007 (the “Finance Contract 20.452”);
- (c) the finance contract (FI No. 20.893) between TWUL and the Existing Authorised Credit Provider dated Reading, 20 December 2000, Luxembourg, 21 December 2000 in relation to the Thames Water V Project, as amended by a Letter dated Luxembourg, 21 December 2000 from the Existing Authorised Credit Provider to TWUL and Modifications to Contract between TWUL and the Existing Authorised Credit Provider dated Luxembourg, 26 February 2001, Luxembourg, 21 January 2003, Luxembourg, 4 October 2001, Luxembourg, 6 October 2006 and Luxembourg, 8 February 2007 (the “Finance Contract 20.893”);
- (d) the finance contract (FI No. 23.618) between TWUL and the Existing Authorised Credit Provider dated Reading, 4 October 2006, Luxembourg, 4 October 2006 in relation to the Thames Water and Wastewater (UK) Project, as amended by a Letter dated Luxembourg, 4 October 2006 from the Existing Authorised Credit Provider to TWUL and a Modification to Contract between TWUL and the Existing Authorised Credit Provider dated Luxembourg, 8 February 2007 (the “Finance Contract 23.618”); and
- (e) any other finance contract which shall be entered into between the Existing Authorised Credit Provider and TWUL and which shall be agreed between the parties thereto to be designated as an “Existing Authorised Credit Finance Contract”,

in the case of paragraphs (a) to (d), as amended on the Initial Issue Date by the EIB Amendment Agreement;

“Existing Authorised Credit Provider” means European Investment Bank;

“Existing Finance Leases” means the leases between TWUL and each of: (i) R.B Leasing (September) Limited, dated 13 December 1994 (the “RBS Existing Finance Lease”); (ii) Cheriton Resources 13 Limited (formerly Abbey National March Leasing (1) Limited), dated 23 July 1991 (as assigned absolutely to SG Leasing (March) Limited on 2 October 2006 and as assigned absolutely to RBSSAF (28) Limited (previously known as SG Leasing (Finance) Limited) on 31 May 2007 (the “First RBSSAF Existing Finance Lease”)); and (iii) Cheriton Resources 13 Limited (formerly Abbey National March Leasing (1) Limited), dated 28 September 1992 (as assigned absolutely to RBSSAF (28) Limited (previously known as SG Leasing (Finance) Limited) on 2 October 2006) (the “Second RBSSAF Existing Finance Lease”) and each as amended, supplemented, assigned and novated prior to the Initial Issue Date, and each an “Existing Finance Lease”.

“Existing Finance Lease Terms” means the First RBSSAF Existing Finance Lease Terms, the Second RBSSAF Existing Finance Lease Terms and the RBS Existing Finance Lease Terms.

“Existing Finance Lessors” means R.B. Leasing (September) Limited and RBSSAF (28) Limited (previously known as SG Leasing (Finance) Limited).

“Existing Hedge Counterparty” means each of NatWest Markets Plc, Deutsche Bank AG, London Branch (previously Deutsche Bank AG London), JPMorgan Chase Bank, N.A. and Bayerische Landesbank.

“Existing Hedging Agreements” means:

- (a) the £15,000,000 Interest Rate Hedging Agreement as documented by a 1987 Interest Rate and Currency Exchange Agreement and the corresponding schedule both dated 4 August 1992 and supplemented by the confirmation dated 25 February 1998 between TWUL and National Westminster Bank plc (as amended and restated by an amendment agreement dated the Initial Issue Date to comply with the Hedging Policy at the Initial Issue Date);
- (b) the £50,000,000 Interest Rate Hedging Agreement as documented by a 1992 ISDA Master Agreement and the corresponding schedule both dated 4 February 1998 and supplemented by the confirmation dated 5 February 1998 (as replaced) between TWUL and Bayerische Landesbank, London Branch (as amended and restated by an amendment agreement dated the Initial Issue Date to comply with the Hedging Policy at the Initial Issue Date);
- (c) the JPY 5,000,000,000 Currency Hedging Agreement as documented by a 1992 ISDA Master Agreement and the corresponding schedule both dated 31 July 1995 and supplemented by the confirmation dated 2 August 1999 entered into by TWUL and Deutsche Bank AG (as amended and restated by an amendment agreement dated the Initial Issue Date to comply with the Hedging Policy on the Initial Issue Date);
- (d) the JPY 5,000,000,000 Currency Hedging Agreement as documented by a 1987 Interest Rate and Currency Exchange Agreement and the corresponding schedule both dated 1 April 1992 and supplemented by the confirmation dated 18 May 1999 between TWUL and Morgan Guaranty Trust Company of New York (as amended and restated by an amendment agreement dated on the Initial Issue Date to comply with the Hedging Policy at the Initial Issue Date); and
- (e) the JPY 2,000,000,000 Currency Hedging Agreement as documented by a 1987 Interest Rate and Currency Exchange Agreement and the corresponding schedule both dated 1 April 1992 and supplemented by the confirmation dated 22 April 1998 between TWUL and Morgan Guaranty Trust Company of New York (as amended, novated and restated by an amendment and novation confirmation entered into by, inter alios, the Parent and TWUL on the Initial Issue Date for the purposes of novating the Parent’s rights, interests and obligations in respect of such confirmation to TWUL).

“Existing Non-Compliance” means, in connection with TWUL’s Instrument of Appointment, the WIA, the WRA or any judgment, law or regulation, any of the following:

- (a) the alleged breach of Conditions J and/or M of its Instrument of Appointment in connection with the provision to Ofwat of non-financial data on customer services, for which TWUL received a notice under section 203(2) of the WIA on 7 June 2006;
- (b) the alleged failure to comply with the guaranteed standards scheme with which Regulated Companies are required to comply in respect of the payment of compensation to customers for interruptions to service, for which TWUL received a notice under section 22A of the WIA on 19 July 2006;
- (c) any breach or alleged breach of the Control of Pollution (Oil Storage) Regulations 2001 concerning sites operated by TWUL relating to the storage of oil, which TWUL has received notice of, or has been prosecuted in respect of, on or prior to the Initial Issue Date;
- (d) any claim made against TWUL under section 209 of the WIA in respect of flood damage to properties resulting from burst water mains, which TWUL has received notice of on, or prior to the Initial Issue Date;
- (e) any failure or alleged failure to comply with the terms of any discharge consent or temporary discharge consent issued by the EA, or a failure or alleged failure to ensure that all relevant discharge consents as are required by the EA are in fact held (which for the avoidance of doubt, are not so held due to factors outside

of TWUL's control), in each case which TWUL has received notice of, or has been prosecuted in respect of, on or prior to the Initial Issue Date;

- (f) any breach or alleged breach of the Water Supply (Water Quality) Regulations 2000 in connection with the levels of cryptosporidium and coliforms detected at any of TWUL's water treatment works, reservoirs or customers' taps, which TWUL has received notice of, or has been prosecuted in respect of, on or prior to the Initial Issue Date;
- (g) any breach or alleged breach of section 70 of the WIA for supplying water unfit for human consumption, which TWUL has received notice of, or has been prosecuted in respect of, on or prior to the Initial Issue Date;
- (h) any breach or alleged breach of section 85(1) of the WRA for causing or knowingly permitting any poisonous noxious or polluting matter or any solid waste matter to enter controlled waters, which TWUL has received notice of, or has been prosecuted in respect of, on or prior to the Initial Issue Date; and
- (i) any other failure or breach or alleged failure or breach, existing at the Initial Issue Date, which would not have a material adverse impact upon TWUL's obligations under the Finance Documents.

"Exit Regulations" means the Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016.

"Extraordinary Resolution" has the meaning, in relation to the Bonds, set out in paragraph 20 of Schedule 4 (*Provisions for Meetings of Bondholders*) to the Bond Trust Deed and, in relation to the Secured TWUF Bonds, set out in Schedule 3 (*Provisions for meetings of Bondholders*) of the Secured TWUF Bond Trust Deeds.

"Facility Agent" means any facility agent under any Authorised Credit Facility.

"FG Event of Default" means in relation to any Financial Guarantor, such events as are specified in that Financial Guarantor's G&R Deed or equivalent document and, in relation to Wrapped Bonds, set out in the relevant Final Terms.

"FG Excepted Amounts" means any additional amounts relating to premium, prepayment or acceleration, accelerated amounts and Subordinated Step-up Fee Amounts.

"Final Determination" means the final price determination made by Ofwat on a five yearly basis.

"Final Terms" means the final terms issued in relation to each Sub-Class or Tranche of Bonds as a supplement to the Conditions and giving details of the Sub-Class or Tranche.

"Finance Documents" means:

- (a) the Security Documents;
- (b) the Bond Trust Deed;
- (c) the Secured TWUF Bond Trust Deeds;
- (d) the Bonds (including the applicable Final Terms);
- (e) the Secured TWUF Bonds (including the applicable final terms);
- (f) each Financial Guarantee;
- (g) each G&R Deed;
- (h) each Financial Guarantee Fee Letter;
- (i) the Finance Lease Documents;

- (j) the Hedging Agreements and any other credit support or collateral documentation entered into in connection therewith or pursuant thereto;
- (k) the CTA;
- (l) the Issuer/TWUL Loan Agreements;
- (m) the TWUF/TWUL Loan Agreements;
- (n) the TWUL/TWH Loan Agreement;
- (o) the Initial Credit Facility Agreement;
- (p) each Liquidity Facility Agreement;
- (q) the Agency Agreement;
- (r) the Master Definitions Agreement;
- (s) the Account Bank Agreement;
- (t) the CP Agreement;
- (u) the Tax Deed of Covenant;
- (v) the Existing Authorised Credit Finance Contracts (including the EIB Amendment Agreement);
- (w) the Indemnification Deed;
- (x) the Intra-Group Hedging Agreements;
- (y) any other Authorised Credit Facilities; and
- (z) each agreement or other instrument between TWUL or the Issuer (as applicable) and an Additional Secured Creditor designated as a Finance Document by TWUL or the Issuer (as applicable), the Security Trustee and such Additional Secured Creditor in the Accession Memorandum for such Additional Secured Creditor;

“Finance Lease Documents” means each Finance Lease together with any related or ancillary documentation.

“Finance Leases” means the Existing Finance Leases and any other finance lease entered into by TWUL in respect of plant, machinery, software, computer systems or equipment (the counterparty to which has acceded to the terms of the STID and the CTA and has agreed to be bound by the terms of Part 2 of Schedule 12 (*Provisions relating to Finance Leases*) to the CTA) permitted to be entered into under the terms of the CTA, each a “Finance Lease”.

“Finance Lessors” means the Existing Finance Lessors and any person entering into a Finance Lease with TWUL, as permitted by the CTA and the STID, who accedes to the STID and the CTA as a Finance Lessor (each a “Finance Lessor”);

“Finance Party” means any person providing financial accommodation pursuant to an Authorised Credit Facility including all arrangers, agents and trustees appointed in connection with any such Authorised Credit Facility.

“Financial Guarantee Fee” means any fees and/or premia payable to the Financial Guarantor under a Financial Guarantee Fee Letter.

“Financial Guarantee Fee Letter” means any letter or other agreement between a Financial Guarantor and one or more of the Obligors setting the terms on which premia are payable in relation to one or more Financial Guarantees issued or to be issued by that Financial Guarantor.

“Financial Guarantees” means any financial guarantee issued by a Financial Guarantor in respect of any Wrapped Bond.

“Financial Guarantor” means any person which provides a financial guarantee, including the Financial Guarantees, in respect of any of the Wrapped Bonds, and “Financial Guarantors” means all of them if there is more than one at any time.

“Financial Indebtedness” means (without double-counting) any indebtedness for or in respect of:

- (a) moneys borrowed or raised (whether or not for cash);
- (b) any documentary or standby letter of credit facility;
- (c) any acceptance credit;
- (d) any bond, note, debenture, loan stock or other similar instrument;
- (e) any finance or capital lease or hire purchase contract which would, in accordance with Applicable Accounting Principles, be treated as such;
- (f) any amount raised pursuant to any issue of shares which are capable of redemption;
- (g) receivables sold or discounted (other than on a non-recourse basis);
- (h) the amount of any liability in respect of any advance or deferred purchase agreement if either one of the primary reasons for entering into such agreement is to raise finance or the relevant payment is advanced or deferred for a period in excess of 90 days;
- (i) any termination amount due from any member of the TWU Financing Group in respect of any Treasury Transaction that has terminated;
- (j) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing (other than any trade credit or indemnity granted in the ordinary course of TWUL’s trading and upon terms usual for such trade);
- (k) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution; and
- (l) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in paragraphs (a) to (k) above (other than any guarantee or indemnity in respect of obligations owed by one member of the TWU Financing Group to another).

“Financial Statements” means, at any time, the most recent financial statements (excluding, for the avoidance of doubt, regulatory accounts) of an Obligor, consolidated where applicable, most recently delivered to the Security Trustee;

“Financial Year” means the 12 months ending on the 31 March in each year or such other period as may be approved by the Security Trustee.

“Fixed Rate Bond” means a Bond on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

“Flipper Bonds” means the following bonds issued by the Issuer pursuant to the Flipper Bond Trust Deeds:

- (a) £250,000,000 4.75 per cent. guaranteed notes due 2010;
- (b) £200,000,000 5.05 per cent. guaranteed notes due 2020;

- (c) £225,000,000 6.59 per cent. guaranteed notes due 2021;
- (d) £600,000,000 5.125 per cent. guaranteed notes due 2037;
- (e) £300,000,000 guaranteed RPI-linked notes due 2053;
- (f) £300,000,000 guaranteed RPI-linked notes due 2055; and
- (g) £200,000,000 4.90 per cent. guaranteed notes due 2015;

“Flipper Bond Trust Deeds” means the bond trust deeds in relation to the Flipper Bonds, namely:

- (a) in respect of the Flipper Bonds referred to in sub-paragraphs (a), (b) and (g) of the definition of Flipper Bonds, the amended and restated trust deed dated 4 October 2002 (as amended by supplemental trust deeds dated 6 October 2003, 7 September 2006, 21 September 2006 and 13 October 2006) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.; and
- (b) in respect of the Flipper Bonds referred to in sub-paragraphs (c) to (f) of the definition of Flipper Bonds, the amended and restated trust deed dated 7 September 2006 (as amended by a supplemental trust deed dated 21 September 2006) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.,

in each case, as amended pursuant to a deed of variation dated the Initial Issue Date.

“Flipper Bond Trustee” means Deutsche Trustee Company Limited or any successor thereto.

“Floating Rate Bond” means a Bond on which interest is calculated at a floating rate payable in arrear in respect of such period or on such date(s) as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

“Form of Transfer” means the form of transfer endorsed on a Definitive Registered Bond in the form or substantially in the form set out in Part B (*Form of Definitive Registered Bond*) Schedule 3 to the Bond Trust Deed;

“FSMA” means the Financial Services and Markets Act 2000, as amended.

“FWMA” means the Flood and Water Management Act 2010.

“G&R Deed” means a guarantee and reimbursement deed (or agreement of similar name and effect) between, among others, the Issuer and a Financial Guarantor in connection with a particular Tranche of Wrapped Bonds.

“Global Bond” means a Temporary Global Bond and/or a Permanent Global Bond and/or a Registered Global Bond and/or a Regulation S Global Bond, as the context may require.

“Global Bond Certificate” means a Registered Bond in global form in the form or substantially in the form set out in Part A of the Third Schedule to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), together with the copy of each applicable Final Terms annexed thereto, comprising some or all of the Registered Bonds of the same Sub-Class sold outside the United States or to non-U.S. persons in reliance on Regulation S under the Securities Act, issued by the Issuer (including any Registered Bond in global form in respect of which the Issuer has been substituted in place of TWUCFL as issuer or principal debtor of such Registered Bonds) pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealers(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed.

“Good Industry Practice” means the standards, practices, methods and procedures as practised in the United Kingdom conforming to all applicable laws and the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person undertaking all or part of the Business, as the case may be, under

the same or similar circumstances as those applying to TWUL having regard to the regulatory pricing allowances and practice in England and Wales' regulated water and sewerage industry at the relevant time;

“Government” means the government of the United Kingdom.

“Governmental Agency” means and includes, in relation to a state or supranational organisation, any agency, authority, central bank, department, government, legislature, ministry, official or public person (whether autonomous or not) of, or of the government of, that state or supranational organisation.

“Guarantee” means, in relation to each Guarantor, the guarantee of such Guarantor given by it pursuant to the Security Document to which it is a party.

“Guarantors” means TWH, TWUL, and the Issuer in their capacity as Guarantors pursuant to the Security Agreement (for so long as they remain as Guarantors or Obligor) together with any other entity which accedes to the Security Agreement as a Chargor in accordance with Clause 22.3 (*Further Subsidiaries*) thereof, each in their capacity as a “Guarantor”.

“Handover” means the completion of construction and commission of the Assets and the sewerage assets.

“Hedge Counterparties” means: (i) the Existing Hedge Counterparties; and (ii) any counterparty to a Hedging Agreement which is or becomes party to the STID in accordance with the STID and “Hedge Counterparty” means any of such parties.

“Hedging Agreement” means any Treasury Transaction entered or to be entered into by the Issuer and/or TWUL with Hedge Counterparties in accordance with the Hedging Policy, the counterparties to which have acceded to the terms of the STID and the CTA and agreed to be bound by the terms of paragraphs 9, 10, 11, 19 and 20 of Schedule 7 (*Hedging Policy and Overriding Provisions Relating to Hedging Agreements*) to the CTA), and references to “Hedging Agreements” shall be construed accordingly.

“Hedging Policy” means the initial hedging policy applicable to TWUL and the Issuer set out in Schedule 7 (*Hedging Policy and Overriding Provisions Relating to Hedging Agreements*) to the CTA as such hedging policy may be subject to Clause 8.9 (*Entrenched Right of the Hedge Counterparties*) of the STID amended from time to time by an agreement between the Security Trustee, the Issuer and, in certain circumstances, the Hedge Counterparties, in accordance with the STID.

“Holding Company” means a holding company within the meaning of the Companies Act.

“Income” means any interest, dividends or other income arising from or in respect of an Authorised Investment.

“Indemnification Deed” means, with respect to any Financial Guarantor, the deed so named and entered into on or about the date of the relevant Subscription Agreement between the Obligor, the Financial Guarantor and the Dealers.

“Independent Review” means an independent review resulting from a Trigger Event as set out in paragraph 2 (*Further Information and Remedial Plan*) of Part 2 (*Trigger Event Consequences*) of Schedule 5 (*Trigger Events*) to the CTA.

“Index Event” has the meaning given to it in Condition 8(c).

“Indexed Bond” means a bond in respect of which the amount payable in respect of principal and interest is calculated by reference to an index and/or formula as the Issuer and the relevant Dealer(s) may agree (as indicated in the relevant Final Terms).

“Individual Bond Certificate” means a Registered Bond in definitive form issued or, as the case may require, to be issued by the Issuer (including any Registered Bonds in definitive form in respect of which TWUL has been substituted in place of TWUCFL as issuer or principal debtor of such Registered Bonds) in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the

Agency Agreement and the Bond Trust Deed, such Registered Bond in definitive form being in the form or substantially in the form set out in Schedule 3, Part B of the Bond Trust Deed having the relevant information replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and having a Form of Transfer endorsed thereon.

“Industrial Emissions Directive” or “IED” means the EU Directive 2010/75/EU.

“Initial Credit Facility” means the Working Capital Facility and the Capital Expenditure Facility originally made available to TWUCFL under the Initial Credit Facility Agreement.

“Initial Credit Facility Agent” means the agent bank appointed under the Initial Credit Facility Agreement.

“Initial Credit Facility Agreement” means the facility agreement originally entered into between, *inter alios*, TWUCFL and the Initial Credit Facility Providers on the Initial Issue Date under which the Initial Credit Facility was originally made available to the Issuer.

“Initial Credit Facility Provider” means each of Barclays Bank PLC, BNP Paribas, Deutsche Bank AG, London Branch, Dresdner Bank AG London Branch, HSBC Bank plc, Lloyds Bank Corporate Markets plc, Morgan Stanley Bank International Limited, Royal Bank of Canada and The Royal Bank of Scotland plc or any successor thereto.

“Initial DSR Liquidity Facilities” means the DSR Liquidity Facilities originally entered into on the Initial Issue Date between each of the Issuer, TWUCFL and the Initial DSR Liquidity Facility Providers pursuant to the Initial DSR Liquidity Facility Agreement.

“Initial DSR Liquidity Facility Agreement” means each of the DSR Liquidity Facility Agreements originally entered into between each of the Issuer, TWUCFL and the Initial DSR Liquidity Facility Providers on the Initial Issue Date and, if applicable, in respect of which the Issuer has been substituted in place of TWUCFL and TWUCFL has ceased to be a party.

“Initial DSR Liquidity Facility Provider” means each of Barclays Bank PLC, BNP Paribas, Deutsche Bank AG, London Branch, Dresdner Bank AG London Branch, HSBC Bank plc, Royal Bank of Canada and The Royal Bank of Scotland plc or any successor thereto.

“Initial Eligible Secondary Market Guarantor” means each of:

- (a) Assured Guaranty (UK) Ltd;
- (b) Ambac Assurance UK Limited;
- (c) CIFG Europe;
- (d) FGIC UK Limited;
- (e) Financial Security Assurance (UK) Limited;
- (f) MBIA UK Insurance Limited;
- (g) MBIA Insurance Corporation; and
- (h) XL Capital Assurance (UK) Limited.

“Initial Issue Date” means 30 August 2007.

“Initial Issuer/TWUL Loan Agreement” means the loan agreement originally entered into between TWUCF and TWUL on the Initial Issue Date.

“Initial O&M Reserve Facility” means the £105 million facility originally provided by the Initial O&M Reserve Facility Providers to TWUCFL pursuant to the Initial O&M Reserve Facility Agreement.

“Initial O&M Reserve Facility Agreement” means the O&M Reserve Facility Agreement originally entered into on the Initial Issue Date between the Initial O&M Reserve Facility Providers and the Issuer.

“Initial O&M Reserve Facility Provider” means each of Barclays Bank PLC, BNP Paribas, Deutsche Bank AG, London Branch, Dresdner Bank AG London Branch, HSBC Bank plc, Royal Bank of Canada and The Royal Bank of Scotland plc, or any successor thereto.

“Initial Subordinated Amount” means the outstanding debt for consideration payable to the Parent from TWH in respect of the purchase by TWH of TWUL.

“Initial Subordinated Creditor” means the Parent.

“Initial TWUF/TWUL Loan Agreement” means the loan agreement entered into between the Issuer and TWUL on the Initial Issue Date.

“Insolvency Act” means the Insolvency Act 1986.

“Insolvency Event” means, in respect of any company:

- (a) the initiation of or consent to Insolvency Proceedings by such company or any other person or the presentation of a petition or application for the making of an administration order (other than in the case of the Issuer, by the Security Trustee) and, in the opinion of the Security Trustee, such proceedings are not being disputed in good faith with a reasonable prospect of success;
- (b) the giving of notice of appointment of an administrator or the making of an administration order or an administrator being appointed in relation to such company;
- (c) an encumbrancer (excluding, in relation to the Issuer, the Security Trustee or any receiver appointed by the Security Trustee) taking possession of the whole or any part of the undertaking or assets of such company;
- (d) any distress, execution, attachment or other process being levied or enforced or imposed upon or against the whole or any substantial part of the undertaking or assets of such company (excluding, in relation to the Issuer, by the Security Trustee or any receiver appointed by the Security Trustee) and such order, appointment, possession or process (as the case may be) not being discharged or otherwise ceasing to apply within 30 days;
- (e) the making of an arrangement, composition, scheme of arrangement, reorganisation with or conveyance to or assignment for the creditors of such company generally or the making of an application to a court of competent jurisdiction for protection from the creditors of such company generally;
- (f) the passing by such company of an effective resolution or the making of an order by a court of competent jurisdiction for the winding up, liquidation or dissolution of such company (except, in the case of the Issuer, a winding up for the purpose of a merger, reorganisation or amalgamation the terms of which have previously been approved either in writing by the Security Trustee or by an Extraordinary Resolution);
- (g) the appointment of an Insolvency Official in relation to such company or in relation to the whole or any substantial part of the undertaking or assets of such company;
- (h) save as permitted in the STID, the cessation or suspension of payment of its debts generally or a public announcement by such person of an intention to do so; or
- (i) save as provided in the STID, a moratorium is declared in respect of any indebtedness of such person.

“Insolvency Official” means, in connection with any Insolvency Proceedings in relation to a company, a liquidator, provisional liquidator, administrator, Special Administrator, administrative receiver, receiver, manager, nominee, supervisor, trustee, conservator, guardian or other similar official in respect of such company or in respect of all or substantially all of the company’s assets or in respect of any arrangement or composition with creditors.

“Insolvency Proceedings” means, in respect of any company, the winding-up, liquidation, dissolution, administration of such company, or any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or of any jurisdiction in which such company carries on business, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors.

“Instalment Bonds” means any Bonds specified as being instalment bonds in the relevant Final Terms.

“Instrument of Appointment” or “Licence” means the instrument of appointment dated August 1989 under Sections 11 and 14 of the Water Act 1989 (as in effect on 1 September 1989) under which the Secretary of State for the Environment appointed TWUL as a water and sewerage undertaker under that Act for the areas described in the Instrument of Appointment, as modified or amended from time to time.

“Intellectual Property Right” means all right, title and interest in:

- (a) any trademark, service mark, trade name, logo, patent, invention, design or similar right;
- (b) any designs, copyright, semi-conductor topography, database and know-how or intellectual property right; and
- (c) all such similar rights which may subsist in any part of the world, in each case whether registered or not, whether in existence now or in the future, and includes any related application.

“Intercompany Loan” means the principal amount of all advances from time to time outstanding under an Issuer/TWUL Loan Agreement or, as the case may be, a TWUF/TWUL Loan Agreement.

“Intercreditor Arrangements” means the arrangements between the Secured Creditors of the TWU Financing Group in the STID summarised in Chapter 7 “*Overview of the Financing Agreements*” under “*Security Trust and Intercreditor Deed*”.

“Interest Commencement Date” means, in the case of interest-bearing Bonds, the date specified in the applicable Final Terms from (and including) which such Bonds bear interest, which may or may not be the Issue Date.

“Interest Payment Date” means any date upon which interest or payments equivalent to interest become payable under the terms of any Authorised Credit Facility.

“Interest Rate Hedging Agreement” means a Treasury Transaction to hedge exposure to interest rates, including any RPI Linked Hedging Agreement.

“Interim Determination” means an interim determination as provided for in Part IV of Condition B of the Instrument of Appointment.

“Intra-Group Debt Service Distribution” means: (i) any Distribution or payment to be made by TWUL for the purpose of providing TWH with the funds required to enable TWH to meet its scheduled payment obligations to TWUL (as agreed from time to time by TWUL and TWH in accordance with the TWUL/TWH Loan Agreement) under the TWUL/TWH Loan Agreement; and (ii) any distribution or payment in respect of a Permitted Tax Loss Transaction between members of the TWU Financing Group.

“Intra-Group Hedging Agreement” means any agreement in respect of an Intra-Group Treasury Transaction.

“Intra-Group Loans” means the amounts outstanding, from time to time, in respect of the following:

- (a) the Initial Subordinated Amount;
- (b) the £200,000,000 loan agreement dated the Initial Issue Date between TWH and the Parent;
- (c) the £200,000,000 loan agreement dated the Initial Issue Date between TWH and Kemble Water Limited; and

(d) any other financial indebtedness between members of the TWU Financing Group from time to time.

“Intra-Group Treasury Transaction” means any treasury transaction entered into between members of the TWU Financing Group in respect of any Hedging Agreements.

“Investment Grade” means a rating of at least Baa3 by Moody’s or BBB- by S&P.

“IP Charges” means the amount which Bazalgette is allowed to charge to TWUL in accordance with the IP Project Licence.

“IP Designation Notice” means a notice issued by Ofwat in accordance with Regulation 8(1) of the SIP Regulations.

“IP Liability” means any liability:

- (a) in respect of a historical period, which is shown in the financial statements of TWUL (delivered to the Security Trustee pursuant to paragraph 1 (Financial Statements) of Part 1 (Information Covenants) of Schedule 4 (Covenants) to the CTA) arising as a result of the treatment of the TTT Project in the financial statements of TWUL and described as such in the notes to the financial statements; or
- (b) in respect of a forward looking period, which is anticipated to arise as a result of the treatment of the TTT Project in the financial statements of TWUL and which is anticipated to be described as such in the notes to the financial statements.

In each case, the IP Liability shall not include any financial liability which arises (or is anticipated to arise) from amounts being overdue for payment or which represents (or is anticipated to represent) a legal repayment obligation of TWUL.

“IP Project Licence” means the project licence granted to Bazalgette pursuant to section 17FA of the WIA (as given effect by the SIP Regulations).

“IP Related Payments” means such payment made or, in respect of a forward looking period, anticipated to be made in respect of amounts of the IP Charges.

“IP Related Revenue” means such revenue collected or, in respect of a forward looking period, anticipated to be collected in respect of customer charges permitted under the IP Project Licence,

“IP Works” means the design, construction, commission and commencement of the TTT Project (including all necessary permanent and temporary works) and any other works carried out by Bazalgette in accordance with the TTT Project documents, excluding the TWUL Works.

“IRC” means the amounts set out under the heading infrastructure renewals charge in the financial projections contained in the supplementary report issued by Ofwat detailing the numbers and assumptions specific to TWUL in Ofwat’s most recent Final Determination adjusted as appropriate for any subsequent interim determination and for Out-turn Inflation, provided that for the purposes of calculating any financial ratio for any Test Period for which there is no Final Determination, “IRC” shall be TWUL’s good faith present estimate of such infrastructure renewals charge for such Test Period.

“ISDA Master Agreement” means an agreement in the form of the 1992 or 2002 ISDA Master Agreement (Multi-Currency Cross Border) or any successor thereto published by ISDA unless otherwise agreed by the Security Trustee.

“Issue Date” means the date of issue of any Tranche of Bonds or the date upon which all conditions precedent to a utilisation under any other Authorised Credit Facility have been fulfilled or waived and the Issuer makes a utilisation of that facility (or, historically, the Issuer or, as the case may be, TWUCFL made a utilisation of that facility).

“Issue Price” means the price as stated in the relevant Final Terms, generally expressed as a percentage of the nominal amount of the Bonds, at which the Bonds will be issued.

“Issuer” means Thames Water Utilities Finance plc, a company incorporated in England and Wales with limited liability under registered number 02403744.

“Issuer/TWUL Loan Agreement” means any loan agreement entered into between the Issuer and TWUL, including the Initial Issuer/TWUL Loan Agreement.

“Joint Venture” means any arrangement or agreement for any joint venture, co-operation or partnership pursuant to, required for or conducive to the operation of the Business by TWUL but shall exclude any arrangements or framework agreements entered into with a Contractor which are in accordance with and subject to the Outsourcing Policy.

“JPY Bonds” means the following bonds issued by the Issuer pursuant to the JPY Bond Trust Deeds:

- (a) JPY5,000,000,000 1.704 per cent. notes due 2009;
- (b) JPY5,000,000,000 2.135 per cent. notes due 2009; and
- (c) JPY2,000,000,000 3.000 per cent. dual currency notes due 2011;

“JPY Bond Trust Deeds” means the bond trust deeds in relation to the JPY Bonds, namely:

- (a) in respect of the JPY Bonds referred to in sub-paragraphs (c) of the definition of JPY Bonds, the amended and restated trust deed (as amended or supplemented from time to time) dated 9 October 1997 (as amended by a supplemental trust deed dated 31 December 2001) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.; and
- (b) in respect of the JPY Bonds referred to in paragraphs (a) and (b) of the definition of JPY Bonds, the trust deed dated 9 October 1997 (as amended by a supplemental trust deed dated 22 October 1998) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.

In each case, as amended pursuant to a deed of variation dated 5 September 2007 as further amended or supplemented from time to time.

“JPY Bond Trustee” means Deutsche Trustee Company Limited or any successor thereto.

“K” means the adjustment factor set for each year by Ofwat by which charges made by Regulated Companies for water and sewerage supply services may be increased, decreased or kept constant.

“Kemble Consortium” means the consortium led by the Macquarie European Infrastructure Fund, Macquarie European Infrastructure Fund II and Macquarie Bank Limited and acting through its acquisition vehicle, Kemble Water Limited.

“Kemble Water Group” means Kemble Water Holdings Limited and all its Subsidiaries from time to time.

“Kemble Shareholders” means Aquila GP Inc. in its capacity as the general partner of the Aquila Sonnet Limited Partnership, BriTel Fund Trustees Limited as custodian trustee of the BT Pension Scheme, Church Water Investment Limited, Cicero Investment Corporation, Infinity Investments S.A., Omers Farmoor 2 Holdings B.V., OMERS Farmoor 3 Holdings B.V., Omers Farmoor SGP LP, QIC Infrastructure Management PTY LTD, Stichting Pensioenfonds Zorg en Welzijn, Terrace IRR GP Inc and Wren House Infrastructure Investments Limited (including any successors in title).

“Lead Manager” means in relation to any Tranche of Bonds, the person named as the lead manager in the relevant Subscription Agreement.

“Lease Calculation Cashflow” means, in respect of any Test Period commencing on 1 April in any year, for any Finance Lease, a cashflow statement produced by the relevant Finance Lessor on, or as soon as reasonably practicable

after, its Lease Calculation Date occurring prior to the commencement of such Test Period and in accordance with its terms, the CTA and the terms of the relevant Accession Memorandum, and using, *inter alia*, for the purposes of calculating the amount shown for each Rental Payment Date falling within the relevant Test Period under the heading “interest” (or the equivalent thereof (howsoever worded)) in such cashflow statement, estimated, as at its Lease Calculation Date, by reference to the average of those rates per annum being offered by the Reference Banks to prime banks in the London interbank market for entry into 12 month (or such other period as is equal to the relevant Rental Period under such Finance Lease) forward contracts, commencing on each Rental Payment Date arising during the period commencing on such Lease Calculation Date and ending on the last Rental Payment Date to occur during the relevant Test Period and as agreed between TWUL and the relevant Finance Lessor (provided that, where any Finance Lease contains Rentals which are calculated by reference to a fixed rate of interest, any Lease Calculation Cashflow produced in respect of that Finance Lease shall reflect the actual fixed rate of interest implicit in such Rental calculations), provided that where in respect of any Finance Lease there has been a change of assumption resulting in an increase or decrease in the Rental payable thereunder during any Test Period commencing on 1 April in any year, the Lease Calculation Cashflow applicable to that Finance Lease for such Test Period shall also include a cashflow statement, produced as soon as reasonably practicable after the time of recalculating the Rental and in accordance with its terms, and the terms of the relevant Accession Memorandum and using, in such cashflow statement, the same estimated interest rates as were used in preparation of the original cashflow statement prepared on or as soon as reasonably practicable after the Lease Calculation Date applicable to that Test Period;

“Lease Calculation Date” means in respect of any Existing Finance Lease:

- (a) the Initial Issue Date; and
- (b) the date falling 10 days before the Rental Payment Date immediately preceding 1 April 2008; and
- (c) each yearly anniversary of the date referred to in paragraph (b) above,

and in respect of any other Finance Lease, means:

- (A) the date of the Accession Memorandum executed by the relevant Finance Lessor relating to such Finance Lease; and
- (B) the date falling 10 days before the Rental Payment Date immediately preceding the commencement date of the first Test Period to commence on 1 April immediately after the date referred to in (A) above; and
- (C) each anniversary of the date referred to in (B) above,

save that where any date referred to in (b), (c), (A), (B) or (C) is not a Business Day, such date shall be deemed to be the preceding Business Day;

“Lease Reserve Amount” means in respect of any Finance Lease in any Test Period commencing on 1 April in any year, the lower of: (i) the aggregate Notional Amount calculated with respect to such Finance Lease; and (ii) the aggregate amount of rental payments payable to the Finance Lessor under such Finance Lease during such Test Period (inclusive of VAT) (after adding back any additional rentals (inclusive of VAT) payable and deducting any estimated rental rebates (inclusive of any credit for VAT), in each case as determined in accordance with the provisions of the relevant Finance Lease).

“Lee Tunnel” means the storage and transfer tunnel from Abbey Mills Pumping Station to Beckton sewage treatment works and the interception of the Abbey Mills Pumping Station CSO.

“Legacy Bonds” means the following bonds issued by the Issuer pursuant to the Legacy Bond Trust Deeds:

- (a) £175,000,000 3.375 per cent. index-linked guaranteed notes due 2021;
- (b) £330,000,000 6.75 per cent. guaranteed bonds due 2028; and

(c) £200,000,000 6.50 per cent. guaranteed bonds due 2032.

“Legacy Bond Trust Deeds” means the bond trust deeds in relation to the Legacy Bonds, namely:

- (a) in respect of the Legacy Bonds referred to in paragraph (a) of the definition of Legacy Bonds, the amended and restated trust deed dated 5 October 2001 (as amended and supplemented from time to time) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.;
- (b) in respect of the Legacy Bonds referred to in paragraph (b) of the definition of Legacy Bonds, the trust deed dated 9 October 1997 (as amended by a supplemental trust deed dated 22 October 1998) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.; and
- (c) in respect of the Legacy Bonds referred to in paragraph (c) of the definition of Legacy Bonds, the amended and restated trust deed dated 9 October 1997 (as amended by a supplemental trust deed dated 22 October 1998 and a supplemental trust deed dated 22 October 1999) between the Issuer, TWUL and The Law Debenture Trust Corporation p.l.c.,

in each case, as amended pursuant to a deed of variation dated 14 February 2008 as further amended or supplemented from time to time;

“Legacy Bond Trustee” means Deutsche Trustee Company Limited or any successor thereto.

“Liability” means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including in respect of taxes, duties, levies, imposts and other charges) and including any irrecoverable value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis.

“Licence Condition” means any of the conditions contained in the Licence.

“Liquidity Facility” means a DSR Liquidity Facility or an O&M Reserve Facility made under a Liquidity Facility Agreement and “Liquidity Facilities” means all of them.

“Liquidity Facility Agent” means, in respect of the Initial DSR Liquidity Facility Agreement and the Initial O&M Reserve Facility Agreement, National Westminster Bank Plc or any successor thereto and, in respect of any other Liquidity Facility Agreement, the facility agent under such Liquidity Facility Agreement.

“Liquidity Facility Agreement” means each liquidity facility agreement which has the characteristics set out in Schedule 13 (*DSR Liquidity Facilities/O&M Reserve Facility Terms*) to the CTA, as established in connection with each Sub-Class of Bonds issued by or other Authorised Credit Facility provided to the Issuer (or TWUL or with shortfalls in funding for Projected Operating Expenditure or projected Capital Maintenance Expenditure, each counterparty to which has acceded to the terms of the STID and the CTA;

“Liquidity Facility Arranger” means any facility arranger under a Liquidity Facility Agreement.

“Liquidity Facility Provider” means any lender from time to time under a Liquidity Facility Agreement that has agreed to be bound by the terms of the STID and the CTA, including the DSR Liquidity Facility Providers and the O&M Reserve Facility Providers.

“Listing Rules” means the listing rules of the Financial Conduct Authority.

“London Stock Exchange” means The London Stock Exchange PLC.

“London Tideway Tunnels” means the TTT Project and the Lee Tunnel.

“Macquarie Bank Group” means Macquarie Bank Limited, any company Controlled by Macquarie Bank Limited, any company by which Macquarie Bank Limited is Controlled or any company in common Control with Macquarie Bank Limited from time to time.

“Main Market” means the main market of the London Stock Exchange.

“Major Capex Projects” means each of: (a) the Upper Thames Reservoir Project; (b) the construction of the Thames wastewater tunnel known as “Project Tideway”; and (c) any other substantive capital expenditure project to be undertaken by TWUL in connection with its Appointed Business where the net present value of the estimated total capital expenditure is equal to or greater than 10 per cent. of RCV.

“Majority Creditors” means the Class A DIG Representatives in respect of more than 50 per cent. of the Voted Qualifying Class A Debt, or following repayment in full of the Class A Debt, Class B DIG Representatives in respect of more than 50 per cent. of the Voted Qualifying Class B Debt (in each case, subject to Clause 8 (*Modifications, Consents and Waivers*) and Clause 9 (*Voting, Instructions and Notification of Outstanding Principal Amount of Qualifying Debt*) of the STID).

“Make-Whole Amount” means any amount above par payable on redemption of any Senior Debt except where such amount is limited to accrued interest.

“Mandatory Cost Rate” means, in relation to any Authorised Credit Facility, the addition to the interest rate payable to compensate that Authorised Credit Provider for the cost of compliance with the requirements of the Bank of England and/or the Financial Conduct Authority (or, in either case, any other authority which replaces all or any of its functions) in accordance with the formula(e) set out in the relevant Authorised Credit Facility.

“Master Definitions Agreement” or “MDA” means the master definitions agreement entered into on the Initial Issue Date and between, among others, the Obligors, the Bond Trustee and the Security Trustee as amended and restated on 25 July 2008, 9 December 2011, 16 September 2013, 1 July 2014, 15 May 2015, 31 August 2018, 26 April 2019, and 26 June 2020 and as further amended from time to time.

“Material Adverse Effect” means the effect of any event or circumstance which is materially adverse, taking into account the timing and availability of any rights or remedies under the WIA or the Instrument of Appointment, to:

- (a) the financial condition of TWUL, the Issuer or of the TWU Financing Group taken as a whole;
- (b) the ability of any member of the TWU Financing Group to perform its material obligations under any Finance Document;
- (c) the validity or enforceability of any Finance Document or the rights or remedies of any Secured Creditor thereunder; or
- (d) the ability of TWUL to perform or comply with any of its material obligations under the Instrument of Appointment or the WIA.

“Material Capex Contract” means:

- (a) any Capex Contract; and/or
- (b) any series of Capex Contracts entered into by TWUL with one or more contractors within the same corporate group (but excluding any such Capex Contracts which have expired and/or terminated),

where, in the case of (a) and/or (b) above, the aggregate annual value of such Capex Contract or all such Capex Contracts is equal to or greater than 5 per cent of RCV.

“Material Contract” means a Material Capex Contract and/or a Material Outsourcing Agreement.

“Material Outsourcing Agreement” means:

- (a) any Outsourcing Agreement; and/or
- (b) any series of Outsourcing Agreements entered into by TWUL with one or more contractors within the same corporate group (but excluding any such Outsourcing Agreements which have expired and/or terminated),

where, in the case of (a) and/or (b) above, the aggregate annual value of such Outsourcing Agreement or all such Outsourcing Agreements is equal to or greater than 5 per cent of RCV.

“Maturity Date” means the date on which a Bond is expressed to be redeemable or any other Authorised Credit Facility is expressed to be repayable in full.

“megalitre” means a million litres.

“MEICA” means Mechanical Electrical Instrumentation Control Automation.

“Member State” means a member state of the European Union.

“Minimum Short-Term Rating” means, in respect of any person or investment, such person’s or investment’s short term unsecured debt obligations being rated, in the case of Moody’s “Prime-1” and in the case of S&P, “A-1”.

“MI/d” means megalitres per day.

“Monthly Payment Amount” has the meaning set out in paragraph 6.11 of Schedule 11 (*Cash Management*) to the CTA;

“Moody’s” means Moody’s Investors Service Limited, or any successor to the rating agency business of Moody’s Investors Service Limited.

“Net Cash Flow” means:

- (a) in respect of any historical element of a Test Period, the aggregate of net cash flow from operating activities as shown in the TWUL financial statements (after adding back, without double counting, and to the extent that such items are included in net cash flow from operating activities, any exceptional items (including the initial transaction fees payable on the Initial Issue Date) to the extent such items represent expenditure of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL’s financial statements, any recoverable VAT, any Capital Expenditure, any movement in debtors and/or creditors relating to Capital Expenditure and any Deferrals of K) minus any exceptional items to the extent such items represent receipts of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL’s financial statements and corporation tax paid (other than in respect of interest received on the Intra-Group Loan between TWUL and TWH) which shall exclude payments in respect of a Permitted Tax Loss Transaction as part of any Intra-Group Debt Service Distribution, during such Test Period; and
- (b) in respect of any forward-looking element of a Test Period, the aggregate of anticipated net cash flow from operating activities (after adding back, without double counting and to the extent that such items are included in the anticipated net cash flow from operating activities, any exceptional items to the extent such items represent expenditure of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL’s financial statements, any recoverable VAT, any Capital Expenditure any movement in debtors and/or creditors relating to Capital Expenditure and any Deferrals of K in each case anticipated to occur during such Test Period) minus any exceptional items to the extent such items represent receipts of TWUL and/or are included in the net cash flow from operating activities as shown in TWUL’s financial statements and corporation tax less any anticipated net cash flow from operating activities of its business other than its Appointed Business and after adding back corporation tax which shall exclude payments in respect of a Permitted Tax Loss Transaction as part of any Intra-Group Debt Service Distributions anticipated to be paid

during such Test Period) anticipated to be paid (other than in respect of interest received on the Intra-Group Loan between TWUL and TWH) as a result of such businesses during such Test Period.

“New Money Advance” means any drawing during a Standstill under any Authorised Credit Facility which is not made (or to the extent not made) for the purpose of refinancing a drawing under such Authorised Credit Facility.

“Non-Appointed Expense” means any expense incurred in connection with activities other than Appointed Business.

“Non-Base Currency” means a currency other than pounds sterling.

“Notice” or “notice” means, in respect of a notice to be given to Bondholders, a notice validly given pursuant to Condition 17 (*Notices*).

“Notice of Disenfranchisement” has the meaning given to such term in Clause 2.5.5 (*Accession of Secondary Market Guarantors*) of the STID.

“Notified Item” means any item formally notified by Ofwat to TWUL as not having been allowed for in full or part in K provided that there has been no Periodic Review subsequent to that notification.

“Notional Amount” means, in respect of any Finance Lease, a sum, certified by any Authorised Signatory of the relevant Finance Lessor on each Lease Calculation Date and using the relevant Lease Calculation Cashflow relating thereto as being, for the succeeding Test Period commencing on 1 April, the amount shown for each Rental Payment Date falling in that relevant Test Period under the headings “interest” and “margin” (or any equivalents thereof (howsoever worded)) in such Lease Calculation Cashflow, together with an amount equal to the VAT on such amount at the rate applicable to rentals payable under the relevant Finance Lease.

“O&M Reserve” means the amounts standing to the credit of the O&M Reserve Accounts.

“O&M Reserve Account” means the account of TWUL and/or the Issuer entitled “O&M Reserve Account” held at the Account Bank and includes any sub-account relating to such accounts and any replacement account or accounts from time to time;

“O&M Reserve Facility” means any operation and maintenance reserve liquidity facility made available under a Liquidity Facility Agreement.

“O&M Reserve Facility Agreement” means an agreement establishing an O&M Reserve Facility.

“O&M Reserve Facility Provider” means each of the Initial O&M Reserve Facility Providers or any other lender from time to time under an O&M Reserve Facility;

“O&M Reserve Required Amount” means not less than 10 per cent. of TWUL’s Projected Operating Expenditure and Capital Maintenance Expenditure for the forthcoming Test Period as determined on 31 March in each year in its budget for that Test Period.

“Obligors” means TWUL, TWH and the Issuer (for so long as they remain as Obligors), together with any other entity which accedes to the Finance Documents as an Obligor in accordance with the terms thereof, “Obligor” means any of them;

“Official List” means the official list of Financial Conduct Authority.

“Ofwat” means the WSRA including its successor office or body.

“Operating Accounts” means each account at the Account Bank specified in the Account Bank Agreement as an Operating Account including any sub-account and any replacement account or other operating accounts from time to time.

“Operating Lease” means any lease or hire purchase contract, a liability under which, if it had been outstanding at such time, would not, prior to 1 April 2019, be treated as a balance sheet liability.

“Operating Techniques” means the agreement relating to operating techniques made between TWUL and the EA, dated 8 November 2012 as amended from time to time.

“Order” means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

“Other Parties” means the Hedge Counterparties, the Liquidity Facility Providers, the Authorised Credit Providers, the Finance Lessors, the Agents, the Account Bank, the Standstill Cash Manager and members of the Thames Water Group (other than the Obligors).

“Outsourcing Agreement” means any agreement pursuant to which TWUL sub-contracts, tenders or outsources either the day-to-day operation of its assets, business services and service delivery (including any maintenance expenditure) or acquires technical know-how and access to other Intellectual Property Rights in relation to water services that, in the case of any outsourcing TWUL could, if not outsourced, perform itself.

“Outsourcing Policy” means the outsourcing policy set out in Schedule 8 (*Outsourcing Policy*) to the CTA (as amended or replaced from time to time).

“Outstanding” means, in relation to the Bonds of all or any Sub-Class, all the Bonds of such Sub-Tranche issued other than:

- (a) those Bonds which have been redeemed pursuant to the Bond Trust Deed;
- (b) those Bonds in respect of which the date (including, where applicable, any deferred date) for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest payable thereon) have been duly paid to the Bond Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relative Bondholders in accordance with Condition 17 (Notices)) and remain available for payment against presentation of the relevant Bonds and/or Receipts and/or Coupons;
- (c) those Bonds which have been purchased and cancelled in accordance with Condition 8(f) and 8(h) (Redemption, Purchase and Cancellation - Purchase of Bonds and Cancellation);
- (d) those Bonds which have become void or in respect of which claims have become prescribed, in each case under Condition 13 (Prescription);
- (e) those mutilated or defaced Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 14 (Replacement of Bonds, Coupons, Receipts and Talons);
- (f) (for the purpose only of ascertaining the nominal amount of the Bonds outstanding and without prejudice to the status for any other purpose of the relevant Bonds) those Bonds which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 14 (Replacement of Bonds, Coupons, Receipts and Talons); and

in the case of Bearer Bonds, any Global Bond to the extent that it has been exchanged for Definitive Bearer Bonds or another Global Bond and, in the case of Registered Bonds, any Registered Global Bond to the extent that it has been exchanged for Definitive Registered Bonds, and, in each case, pursuant to its provisions, the provisions of the Bond Trust Deed and the Agency Agreement,

PROVIDED THAT for each of the following purposes, namely:

- (a) the right to attend and vote at any meeting of the holders of the Bonds of any Sub-Class;

- (b) the determination of how many and which Bonds of any Sub-Class are for the time being outstanding for the purposes of Condition 15 (*Meetings of Bondholders, Modification, Waiver and Substitution*), Clause 9 (*Voting, Instructions and Notification of Outstanding Principal Amounts of Qualifying Debt*) of the STID and paragraphs 2, 5, 6 and 13 of Schedule 4 (*Provisions for Meetings of Bondholders*) to the Bond Trust Deed;
- (c) any discretion, power or authority (whether contained in the Bond Trust Deed or vested by operation of law) which the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the holders of the Bonds of any Sub-Class; and
- (d) the determination by the Bond Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the holders of the Bonds of any Sub-Class,

those Bonds of the relevant Sub-Class (if any) which are for the time being held by or on behalf of the Issuer, the other Obligors, any Subsidiary of the Issuer or the other Obligors, or any Associate of the Issuer or the other Obligors (other than any Associate which is a licensed or regulated financial institution which holds Bonds in the ordinary course of its business), in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain Outstanding.

“Outstanding Principal Amount” means, as at any date that the same falls to be determined:

- (a) in respect of Wrapped Bonds (unless an FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of such Wrapped Bonds), aggregate of any unpaid amounts owing to a Financial Guarantor under a G&R Deed to reimburse it for any amount paid by it under a Financial Guarantee in respect of unpaid principal on such Wrapped Bonds and the Principal Amount Outstanding (or the Equivalent Amount) under such Wrapped Bonds (including any premium);
- (b) in respect of Wrapped Bonds (if an FG Event of Default has occurred and is continuing in respect of the Financial Guarantor of such Wrapped Bonds), the Principal Amount Outstanding (or the Equivalent Amount) of such Wrapped Bonds (including any premium);
- (c) in respect of the Secured TWUF Bonds, the Principal Amount Outstanding (or the Equivalent Amount) of such Secured TWUF Bonds;
- (d) in respect of Unwrapped Debt, the principal amount outstanding (or the Equivalent Amount) of such Unwrapped Debt;
- (e) in respect of each Finance Lease, the Equivalent Amount of either: (i) prior to an Acceleration of Liabilities (other than a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) under such Finance Lease and subject to any increase or reduction calculated in accordance with Clause 9.9 (Notification of Outstanding Principal Amount of Qualifying Debt) of the STID, the highest termination value which may fall due during the Rental Period encompassing such date, calculated upon the assumptions set out in the cashflow report provided by the relevant Finance Lessor on the first day of each such Rental Period (or in the most recently generated cashflow report which is current on such date); or (ii) following any Acceleration of Liabilities (other than a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event) under such Finance Lease, the actual amount (if any) that would be payable to the relevant Finance Lessor in respect of a termination of the leasing of the Equipment on the date of such Acceleration of Liabilities (other than a Permitted Lease Termination or a Permitted EIB Compulsory Prepayment Event);
- (f) in respect of each Hedging Agreement, the Equivalent Amount of the amount (if any) that would be payable to the relevant Hedge Counterparty if an early termination date was designated on such date in respect of the transaction or transactions arising under the Hedging Agreement pursuant to the ISDA Master Agreement governing such transaction or transactions and subject to the overriding provisions contained in the CTA and/or the STID; and

- (g) in respect of any other Secured Liabilities not covered elsewhere, the Equivalent Amount of the outstanding principal amount of such debt on such date in accordance with the relevant Finance Documents,

all as most recently certified or notified to the Security Trustee, pursuant to Clause 9.9 (Notification of Outstanding Principal Amount of Qualifying Debt) of the STID.

“Out-turn Inflation” means, in respect of any period for which the relevant indices have been published, the actual inflation rate applicable to such period determined by reference to movements in the Retail Price Index adjusted or as from 1 April 2020, CPIH adjusted, as relevant, as appropriate, in the case of capital additions, for any divergence between the actual movement of national construction costs, as evidenced by the Construction Output Price Index (or such other index as Ofwat may specify for the purposes of Licence Condition B or otherwise)) relative to the Retail Price Index from their base levels as used in the most recent Final Determination or interim determination and their relative movement as projected by Ofwat for the purposes of that determination, and, in respect of any period, including future periods, for which the relevant indices have not yet been published, by reference to forecast rates consistent with the average monthly movement in such indices over the previous 12 months for which published indices are available.

“Parent” means Thames Water Limited, a company incorporated in England and Wales with limited liability (registered number 02366623).

“Participating Member State” means a member state of the European Community that adopts or has adopted the Euro as its lawful currency under the legislation of the European Union for European Monetary Union.

“Party” means in relation to a Finance Document a party to such Finance Document.

“Paying Agents” means, in relation to all or any Sub-Class of the Bonds, the several institutions (including, where the context permits, the Principal Paying Agent and/or the Registrar) at their respective specified offices initially appointed as paying agents in relation to such Bonds by the Issuer and the Obligors pursuant to the Agency Agreement and/or, if applicable, any successor paying agents at their respective specified offices in relation to all or any Sub-Classes of the Bonds.

“Payment Date” means each date on which a payment is made or is scheduled to be made by an Obligor in respect of any obligations or liability under any Authorised Credit Facility.

“Payment Priorities” means the provisions relating to the order of priority of payments set out in paragraph 9.3 of Schedule 11 (*Cash Management*) to the CTA as adjusted following the taking of any Enforcement Action and following termination of a Standstill (other than pursuant to Clause 13.4.1(c) (*Termination of Standstill*) of the STID) in accordance with paragraph 9.3 of Schedule 11 (*Cash Management*) to the CTA.

“Periodic Information” means:

- (a) TWUL’s annual charges scheme with details of tariffs;
- (b) a summary of TWUL’s strategic business plan at each Periodic Review;
- (c) TWUL’s current Procurement Plan (if any);
- (d) TWUL’s annual drinking water quality report;
- (e) TWUL’s annual environmental report;
- (f) TWUL’s annual conservation and access report; and
- (g) such other material periodic information compiled by TWUL for Ofwat.

“Periodic Review” means the periodic review of K as provided for in Licence Condition B.

“Periodic Review Effective Date” means the date with effect from which the new K will take effect, following a Periodic Review.

“Periodic Review Period” means the period commencing on a Periodic Review Effective Date and ending on the next Date Prior.

“Permanent Global Bond” means in relation to any Sub-Class of Bearer Bonds a global bond in the form or substantially in the form set out in Part B (*Form of Permanent Global Bond*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the Relevant Dealer(s), together with the copy of each applicable Final Terms annexed thereto, comprising some or all of the Bearer Bonds of the same Sub-Class, issued by the Issuer (including any Bearer Bonds in respect of which TWUF has been substituted in place of TWUCFL as issuer or principal debtor of such Bearer Bonds) pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed in exchange for the whole or part of any Temporary Global Bond issued in respect of such Bearer Bonds;

“Permitted Acquisition” means any of the following carried out by TWUL (and, in the case of paragraph (f), the newly incorporated special purpose company referred to therein):

- (a) an acquisition (including Authorised Investments), but not of any company or shares therein, partnership or Joint Venture, made on arm’s length terms and in the ordinary course of trade;
- (b) an acquisition of assets required to replace surplus, obsolete, worn-out, damaged or destroyed assets which in the reasonable opinion of TWUL are required for the efficient operation of its Business or in accordance with the Finance Leases;
- (c) an acquisition of assets (but not of any company or shares therein, partnership or Joint Venture) made on arm’s length terms entered into for bona fide commercial purposes in furtherance of TWUL’s statutory and regulatory obligations;
- (d) all contracts entered into by TWUL from time to time in relation to supplies of electricity, gas or water;
- (e) an inset business in the United Kingdom which is or will be included in RCV and which breaches neither the Instrument of Appointment nor the WIA;
- (f) (i) an acquisition or subscription of shares by TWUL in any newly incorporated special purpose holding company established for the purpose of acquiring the issued share capital of TWUCFL; and (ii) the acquisition by such newly incorporated special purpose holding company of the shares of TWUCFL; or
- (g) any acquisition made, or Permitted Joint Venture entered into with the consent of the Security Trustee,

in each case to the extent that such acquisition would not contravene the Instrument of Appointment, the WIA or any requirement under the Instrument of Appointment or WIA.

“Permitted Book Debt Disposal” means the disposal of book debts in each financial year with a nominal value of up to 0.1 per cent. of RCV (or a greater amount with the prior consent of the Security Trustee) by TWUL on arm’s length terms to any person other than an Affiliate, where:

- (a) such book debts are sold to a person or persons whose business is the recovery of debts;
- (b) TWUL has made a prudent provision in its accounts against the non-recoverability of such debts;

- (c) any write-back of any provision for non-recoverability arising from the sale can only be treated as operating profit for the purposes of the financial ratios once the relevant recourse period against TWUL has expired; and
- (d) the TWUL Business Financial Model is updated to ensure that the transaction is taken into account in calculating all relevant financial ratios under the CTA.

“Permitted Disposal” means any disposal made by TWUL which:

- (a) is made in the ordinary course of trading of the disposing entity or in connection with an arm’s length transaction entered into for bona fide commercial purposes for the benefit of the Business;
- (b) is of assets in exchange for other assets comparable or superior as to type, value and quality;
- (c) is of Equipment pursuant to or to be leased under a Finance Lease;
- (d) would not result in the Senior RAR or the Conformed Senior RAR, calculated for each Test Period by reference to the most recently occurring Calculation Date (adjusted on a pro-forma basis to take into account the proposed disposal), being more than or equal to, prior to the Ratio Step Date, 2:1 or 0.75:1 (respectively) and from and including the Ratio Step Date, 2:1 or 0.90:1 (respectively));
- (e) is a disposal for cash on arm’s length terms of any surplus or obsolete or worn-out assets which, in the reasonable opinion of TWUL, are not required for the efficient operation of its Business and which does not cause a Trigger Event under paragraph 1 (Financial Ratios), Part 1 (Trigger Events) of Schedule 5 (Trigger Events) to the CTA;
- (f) is made pursuant to the Outsourcing Policy;
- (g) is a Permitted Book Debt Disposal;
- (h) is a disposal of Protected Land (as that term is defined in the WIA) in accordance with the terms of the Instrument of Appointment;
- (i) is a disposal or surrender of tax losses which is a Permitted Tax Loss Transaction;
- (j) is the disposal of assets owned by TWUL which form part of its Permitted Non-Appointed Business;
- (k) is any other disposal which is in accordance with the Instrument of Appointment provided that the consideration (both cash and non-cash) received by TWUL (or which would be received by TWUL if such disposal was made on arm’s length terms for full commercial value to an unconnected third party) in respect of any such disposal when aggregated with all other such disposals by it made in: (i) the immediately preceding 12 month period does not exceed 2.5 per cent. of RCV (or its equivalent); and (ii) in the immediately preceding five-year period does not exceed 10 per cent. of RCV (or its equivalent);
- (l) is a disposal of assets to a partnership or a Permitted Joint Venture made on arm’s lengths terms entered into for bona fide commercial purposes in furtherance of TWUL’s statutory and regulatory obligations;
- (m) is a Permitted Sale and Leaseback; or
- (n) any disposal pursuant to the Permitted Reorganisation,

provided that in each case: (i) such disposal does not cause any of the Trigger Event Ratio Levels to be breached; and (ii) such disposal would not contravene the Instrument of Appointment, the WIA or any requirement under the Instrument of Appointment or WIA.

“Permitted EIB Compulsory Prepayment Event” means a demand for prepayment of an Existing Authorised Credit Facility by the Existing Authorised Credit Provider pursuant to Article 4.03(A) of the relevant Existing Authorised

Credit Finance Contract save that TWUL will not make payment to the Existing Authorised Credit Provider of any sums due and payable in respect of such demand for prepayment if: (i) an Acceleration of Liabilities (other than Permitted Hedge Terminations, Permitted Lease Terminations and Permitted EIB Compulsory Prepayment Events in respect of other Existing Authorised Credit Facilities) has occurred; or (ii) a Default Situation is subsisting or would occur as a result of such payment.

“Permitted Emergency Action” means any remedial action taken by TWUL during an Emergency which is in accordance with the policies, standards and procedures for emergency planning manual (EMPROC) of TWUL (as amended from time to time), Ofwat guidance notes and Public Procurement Rules and which TWUL considers necessary and which continues only so long as required to remedy the Emergency but in any event no longer than 28 days or such longer period as is agreed by TWUL and the Security Trustee.

“Permitted Existing Non-Appointed Business” means any business other than the Appointed Business which was carried on by TWUL at the Initial Issue Date and: (a) which falls within the Permitted Non-Appointed Business Limits applicable to Permitted Existing Non-Appointed Business; and (b) in respect of which all material risks related thereto are insured in accordance with the provisions relating to insurance contained in the CTA; and (c) which does not give rise to any material actual or contingent liabilities for TWUL that are not properly provided for in its financial statements.

“Permitted Financial Indebtedness” means:

- (a) Financial Indebtedness incurred under the Issuer/TWUL Loan Agreement, the TWUF/TWUL Loan Agreements or the TWUL/TWH Loan Agreement;
- (b) Financial Indebtedness incurred by one member of the TWU Financing Group to another member if the recipient of that Financial Indebtedness is an Obligor;
- (c) Financial Indebtedness incurred under any Finance Document;
- (d) Financial Indebtedness incurred under a Treasury Transaction provided: (i) it is in compliance with the Hedging Policy; or (ii) it is a Treasury Transaction entered into by TWUL in the ordinary course of its business to manage risk inherent in its business for non-speculative purposes only and not in respect of any Financial Indebtedness;
- (e) any Unsecured TWUF Bond Debt;
- (f) any unsecured Financial Indebtedness (excluding Unsecured TWUF Bond Debt and unsecured debt under limbs (m) and (n) of this definition) provided that:
 - (i) the aggregate amount of such Financial Indebtedness does not exceed 0.80 per cent. of RCV; and
 - (ii) if such unsecured Financial Indebtedness is incurred following the occurrence of the Permitted Unsecured Financial Indebtedness Trigger whilst any Unsecured TWUF Bond Debt remains outstanding, the Obligors may not incur any additional Permitted Financial Indebtedness under this paragraph (f) for so long as any Unsecured TWUF Bond Debt remains outstanding if, as a result of such incurrence, the aggregate Permitted Financial Indebtedness outstanding under paragraphs (e) and (f)(i) of this definition would exceed 0.80 per cent. of RCV;
- (g) any Subordinated Debt entered into on or after the Initial Issue Date;
- (h) Financial Indebtedness incurred under the Intra-Group Loans;
- (i) Financial Indebtedness where only BACS or similar daylight-banking accommodation is provided;

- (j) such further Financial Indebtedness incurred by the Issuer, TWUF or TWUL that complies with the following conditions:
- (i) at the time of incurrence of that Financial Indebtedness, (save in respect of Qualifying Indebtedness) no Default is continuing or will arise as a result of the incurrence of such Financial Indebtedness (and in respect of Qualifying Indebtedness, no Event of Default or Potential Event of Default is continuing or will arise as a result of the incurrence of such Qualifying Indebtedness);
 - (ii) the Financial Indebtedness is made available pursuant to an Authorised Credit Facility Agreement, the provider of which is a party to, or has acceded to, the CTA and STID;
 - (iii) as a result of the incurrence of the Financial Indebtedness:
 - (A) neither TWUL, TWUF nor the Issuer will be in breach of paragraph 4 (*DSR Liquidity Facility*) of Part 2 (*Financial Covenants*) of Schedule 4 (*Covenants*) to the CTA; and
 - (B) no Authorised Credit Provider will have substantially better or additional entrenched rights under the STID than those Authorised Credit Providers providing similar Financial Indebtedness of the same class; and
 - (C) the Hedging Policy shall continue to be complied with in all respects;
 - (iv) the Financial Indebtedness which is Class A Debt ranks (save for, if applicable, any Financial Guarantee) *pari passu* in all respects (but subject to the priorities set out in Paragraph 9 of Schedule 11 to the CTA) with all other Class A Debt in its category of Class A Debt and the Financial Indebtedness that is Class B Debt ranks *pari passu* in all respects (but subject to the priorities set out in Paragraph 9 of Schedule 11 to the CTA) with all other Class B Debt in its category of Class B Debt;
 - (v) if such further Financial Indebtedness is Class A Debt or Class B Debt then the Senior RAR and the Conformed Senior RAR (taking into account the proposed incurrence of such debt) must be less than or equal to: (i) prior to the Ratio Step Date, 2:1 and 0.75:1 (respectively); and (ii) from and including the Ratio Step Date, 2:1 and 0.90:1 (respectively) for each Test Period calculated by reference to the then most recently occurring Calculation Date,
provided that this limb (v) will not apply to any Qualifying Indebtedness;
 - (vi) if such further Financial Indebtedness is Class A Debt then the Class A RAR (taking into account the proposed incurrence of such debt) must be less than or equal to 0.75:1 and the Class A Adjusted ICR, the Conformed Class A Adjusted ICR and the Additional Conformed Class A Adjusted ICR must be greater than or equal to 0.1:1, 1.30:1 and 1.30:1 (respectively) for each Test Period calculated by reference to the then most recently occurring Calculation Date,
provided that this limb (vi) will not apply to any Qualifying Indebtedness;
 - (vii) if such further Financial Indebtedness is incurred under a Finance Lease, the amount of that Financial Indebtedness, when aggregated with all other Financial Indebtedness under Finance Leases, shall not exceed an amount 15 per cent. of RCV or its equivalent; and
 - (viii) to the extent that such Financial Indebtedness is to amortise, each Financial Guarantor and the Security Trustee has granted its written consent to such Financial Indebtedness prior to its incurrence;
- (k) Financial Indebtedness incurred under a Permitted Sale and Leaseback;
- (l) such further Financial Indebtedness incurred by any member of the TWU Financing Group with the consent of the Security Trustee;

- (m) any Financial Indebtedness or other financial liability shown in the accounts of TWUL arising (in either case) from the IP Liability;
- (n) Financial Indebtedness incurred under any Operating Lease provided that the aggregate amount of such Financial Indebtedness does not exceed 2 per cent. of RCV; or
- (o) such further Financial Indebtedness incurred by the Issuer, TWUF or TWUL under a Liquidity Facility.

For the purposes of this definition only, the termination sums payable under a Treasury Transaction that has been terminated shall not be treated as Financial Indebtedness and the occurrence of such event shall not be construed as the incurrence of Financial Indebtedness.

“Permitted Hedge Termination” means the termination of a Hedging Agreement in accordance with the Hedging Agreement subject always to the provisions of paragraphs 9, 10, 11 and 20 Schedule 7 (*Hedging Policy and Overriding Provisions Relating to Hedging Agreements*) to the CTA.

“Permitted Joint Venture” means the financing, development, design, carrying out and management by or on behalf of TWUL of any new Joint Venture to which the Security Trustee has consented (such consent not to be unreasonably withheld) pursuant to the terms of the CTA and the operation by or on behalf of TWUL of that Joint Venture in accordance with the criteria set out in the CTA.

“Permitted Lease Termination” means any termination of the leasing of all or any part of the Equipment (or the prepayment of the Rentals arising by reason of such termination) in the following circumstances:

- (a) Total Loss: Pursuant to any provision of a Finance Lease whereby the leasing of all or any part of the Equipment thereunder will terminate following a total loss of such Equipment save that TWUL will not make payment to the relevant Finance Lessor of any sums due and payable under the relevant Finance Lease in respect of such total loss if: (i) an Acceleration of Liabilities (other than Permitted Hedge Terminations, Permitted Lease Terminations in respect of other Finance Leases and Permitted EIB Compulsory Prepayment Events) has occurred; or (ii) a Default Situation is subsisting or would occur as a result of such payment;
- (b) Illegality: Pursuant to any provision of a Finance Lease which permits the relevant Finance Lessor to terminate the leasing of the Equipment thereunder and to require payment of a termination sum or sums where it is unlawful for such Finance Lessor to continue to lease the relevant Equipment save that TWUL will not make payment to the relevant Finance Lessor of any sums due and payable under the Finance Lease in respect of such circumstances if either: (i) an Acceleration of Liabilities (other than Permitted Hedge Terminations, Permitted Lease Terminations in respect of other Finance Leases and Permitted EIB Compulsory Prepayment Events) has occurred; or (ii) a Default Situation is subsisting or would occur as a result of such payment; and
- (c) Voluntary Prepayment/Termination: Pursuant to any provision of a Finance Lease whereby TWUL is or will be entitled to voluntarily terminate (and require payment of a termination sum), or prepay the Rentals relating to the leasing of the relevant Equipment under such Finance Lease provided that: (i) no Acceleration of Liabilities (other than Permitted Hedge Terminations, Permitted Lease Terminations and Permitted EIB Compulsory Prepayment Events in respect of other Finance Leases) has occurred; or (ii) no Default Situation is subsisting or would occur as a result of such prepayment or termination.

“Permitted New Non-Appointed Business” means any business other than the Appointed Business and Permitted Existing Non-Appointed Business **provided that:** (a) such business: (i) is prudent in the context of the overall business of TWUL and continues to be prudent for the duration of that Permitted New Non-Appointed Business; and (ii) is not reasonably likely to be objected to by Ofwat; and (iii) falls within the Permitted Non-Appointed Business Limits applicable to Permitted Non-Appointed Business; (b) all material risks related thereto are insured in accordance with Good Industry Practice; and (c) such business does not give rise to any material actual or contingent liabilities for TWUL that are not or would not be properly provided for in its financial statements.

“Permitted Non-Appointed Business” means Permitted Existing Non Appointed Business and Permitted New Non-Appointed Business.

“Permitted Non-Appointed Business Limits” means in respect of Permitted Non-Appointed Business, that the average of Non-Appointed Expenses during the current Test Period and, if applicable, the immediately two preceding Test Periods does not exceed 5 per cent. of Cash Expenses of TWUL during such Test Periods.

“Permitted Payments” means the application of monies credited to the Debt Service Payment Account in accordance with the Payment Priorities.

“Permitted Post Closing Events” means:

- (a) payment of transaction fees and expenses, to the extent not paid on the Initial Issue Date; or
- (b) payments and other actions by any or all Obligors or other entities to enable Kemble Water Limited to pay certain amounts outstanding under the Bridge Facility and related documentation and the discharge of the security created under such documents;
- (c) any other payments listed in writing by TWUL as at the Initial Issue Date and signed by way of approval by the Security Trustee;
- (d) the making of loans:
 - (i) to Thames Water Limited by TWUL in respect of the consideration owed by Thames Water Limited to TWUL in respect of the disposal of TWUCFL and/or TWUCFH;
 - (ii) (if applicable) to the Issuer by TWUCFL in respect of the consideration owed by the Issuer in respect of the substitutions contemplated as part of the 2018 Reorganisation Steps Plan;
 - (iii) (if applicable) to TWUCFL by the Issuer in respect of the consideration owed by TWUCFL in respect of the substitutions contemplated as part of the 2018 Reorganisation Steps Plan; or
 - (iv) (if applicable) to TWUL by TWUCFL in connection with settling the consideration of the substitutions contemplated as part of the 2018 Reorganisation Steps Plan,such loans being made solely for the purpose of implementing the 2018 Reorganisation Plan;
- (e) any promissory note issued by TWUL to the Issuer or any loan made by the Issuer to TWUL in connection with the subscription of shares by TWUL in the Issuer contemplated as part of the 2018 Reorganisation Plan;
- (f) any split, transfer, novation or assignment of any promissory note issued by TWUL to the Issuer or any loan made by the Issuer to TWUL to any Obligor or TWUCFL or TWUCFH (including any subsequent transfers, novations or assignments) contemplated as part of the 2018 Reorganisation Plan;
- (g) the set-off or netting of a liability or other monetary obligation owed by TWUL to any Obligor or TWUCFL or TWUCFH against any liability or other monetary obligation by any Obligor or TWUCFL or TWUCFH to TWUL and any set-off or netting of liabilities or other monetary obligations between Obligors, all as contemplated by the 2018 Reorganisation Plan;
- (h) any distribution made by TWUCFL to TWUCFH and any distribution made by TWUCFH to TWUL contemplated as part of the 2018 Reorganisation Plan;
- (i) the release of any or all liabilities by any Obligor or TWUCFL or TWUCFH arising with respect to any action in connection with the implementation of the 2018 Reorganisation Plan (including in respect of any Substitution Proposal); and

- (j) any action in connection with the implementation of the 2018 Reorganisation Plan (including in respect of any Substitution Proposal).

“Permitted Property Lease” means:

- (a) a lease granted in favour of TWUL pursuant to a Permitted Sale and Leaseback;
- (b) the lease in respect of Rose Kiln Court granted in favour of TWUL by Thames Water Investments Limited;
- (c) the lease in respect of Clearwater Court granted in favour of TWUL by Thames Water Investments Limited;
or
- (d) the lease in respect of Walnut Court 1 granted in favour of TWUL by Thames Water Investments Limited.

“Permitted Reorganisation” means each of the steps referred to in paragraph (f) of the definition of Permitted Acquisition.

“Permitted Sale and Leaseback” means:

- (a) the sale by TWUL and subsequent leaseback by TWUL of the property located at Walnut Court 2; and
- (b) the sale by TWUL and subsequent leaseback by TWUL of the Property located at Spencer House.

“Permitted Security Interest” means any security interest falling under paragraphs (a) to (f) (inclusive) below which is created by any Obligor, any security interest falling under paragraphs (g) to (k) (inclusive) below which is created by TWUL or the Issuer and any security interest falling under paragraphs (l) to (r) (inclusive) below which is created by TWUL:

- (a) a Security Interest created under the Security Documents or contemplated by the Finance Documents;
- (b) any Security Interest specified Schedule 11 (Cash Management) to the CTA, if the principal amount thereby secured is not increased;
- (c) a Security Interest comprising a netting or set-off arrangement entered into by a member of the TWU Financing Group in the ordinary course of its banking arrangements;
- (d) a right of set-off, banker’s liens or the like arising by operation of law or by contract by virtue of the provision of any overdraft facility and like arrangements arising as a consequence of entering into arrangements on the standard terms of any bank providing an overdraft;
- (e) any Security Interest arising under statute or by operation of law in favour of any government, state or local authority in respect of taxes, assessments or government charges which are being contested by the relevant member of the TWU Financing Group in good faith and with a reasonable prospect of success;
- (f) any Security Interest created in respect of any pre-judgment legal process or any judgment or judicial award relating to security for costs, where the relevant proceedings are being contested in good faith by the relevant member of the TWU Financing Group by appropriate procedures and with a reasonable prospect of success;
- (g) a Security Interest comprising a netting or set-off arrangement entered into under any Hedging Agreement where the obligations of other parties thereunder are calculated by reference to net exposure thereunder (but not any netting or set-off relating to such Hedging Agreement in respect of cash collateral or any other Security Interest except as otherwise permitted hereunder);
- (h) a lien arising under statute or by operation of law (or by agreement having substantially the same effect) and in the ordinary course of business provided that such lien is discharged within 30 days of any member of the TWU Financing Group becoming aware that the amount owing in respect of such lien has become due;

- (i) a lien in favour of any bank over goods and documents of title to goods arising in the ordinary course of documentary credit transactions entered into in the ordinary course of trade;
- (j) a Security Interest created over shares and/or other securities acquired in accordance with the CTA held in any clearing system or listed on any exchange which arise as a result of such shares and/or securities being so held in such clearing system or listed on such exchange as a result of the rules and regulations of such clearing system or exchange;
- (k) a Security Interest approved by the Security Trustee, the holder of which has become a party to the STID;
- (l) a Security Interest over or affecting any asset acquired on arm's length terms after the Initial Issue Date and subject to which such asset is acquired, if:
 - (i) such Security Interest was not created in contemplation of the acquisition of such asset;
 - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by a member of the TWU Financing Group; and
 - (iii) unless such Security Interest falls within any of paragraphs (o) to (r) below: (A) such Security Interest is removed or discharged within six months of the date of acquisition of such asset; or (B) the holder thereof becomes party to the STID;
- (m) a Security Interest arising in the ordinary course of business and securing amounts not more than 90 days overdue or if more than 90 days overdue, the original deferral was not intended to exceed 90 days and such amounts are being contested in good faith;
- (n) a Security Interest arising under or contemplated by any Finance Leases, Permitted Sale and Leaseback, hire purchase agreements, conditional sale agreements or other agreements for the acquisition of assets on deferred purchase terms where the counterparty becomes party to the STID;
- (o) a right of set-off existing in the ordinary course of trading activities between TWUL and its suppliers or customers (including, but not limited to any existing or future bulk water supply contracts, or any existing or future gas or electricity supply contracts);
- (p) a Security Interest arising on rental deposits in connection with the occupation of leasehold premises in the ordinary course of business;
- (q) any retention of title arrangements entered into by TWUL in the ordinary course of business; or
- (r) in addition to any Security Interests subsisting pursuant to the above any other Security Interests provided that the aggregate principal amount secured by such Security Interests does not at any time exceed 0.2 per cent. of RCV,

to the extent and for so long, in each case, as the creation or existence of such Security Interest would not contravene the terms of the Instrument of Appointment, the WIA or any requirement under the Instrument of Appointment or the WIA.

"Permitted Share Pledge Acceleration" has the meaning given to such term in Clause 11.9 (Permitted Share Pledge Acceleration) of the STID.

"Permitted Subsidiary" means the Issuer and any other Subsidiary of TWUL from time to time which is acquired by TWUL pursuant to a Permitted Acquisition and is notified in writing to the Security Trustee on or as soon as practicable after the date of such Permitted Acquisition.

"Permitted Tax Loss Transaction" has the meaning given to it in the Tax Deed of Covenant.

“Permitted Unsecured Financial Indebtedness Trigger” means the date upon which the aggregate Permitted Financial Indebtedness of the TWU Financing Group under paragraphs (e) and (f)(i) of the definition of Permitted Financial Indebtedness is equal to or less than 0.8 per cent. of RCV.

“Permitted VAT Accounts System” means the VAT accounts system to be operated by TWUL for the benefit of Thames Water Limited and/or any member of the TWL VAT Group, including:

- (a) the passing through, making (including funding gross payments) and receiving payments to and from HM Revenue & Customs in respect of VAT;
- (b) the preparation and maintenance of accounts in respect of VAT; and
- (c) preparation of monthly returns in respect of VAT,

in each case on behalf of Thames Water Limited and/or any subsidiary of Thames Water Limited.

“Permitted Volume Trading Arrangements” means contracts entered into by any member of the Thames Water Group or any Associate thereof (which, in each case, is not a member of the TWU Financing Group) with suppliers for the supply of goods and services to the TWU Financing Group on terms that discounts are available as a result of such arrangements, provided that any Obligor making use of such arrangements will reimburse the relevant member of the Thames Water Group or Associate for any Financial Indebtedness by way of amounts payable by such member of the Thames Water Group or Associate to such supplier as a result of such Obligor making use of such arrangements.

“Potential Event of Default” means (other than in any Hedging Agreement, where “Potential Event of Default” has the meaning given to it in that Hedging Agreement) an event which would be (with the expiry of a grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of them) an Event of Default.

“Potential Trigger Event” means any event which would (with the expiry of any relevant grace period or the giving of notice or any combination thereof) if not remedied or waived become a Trigger Event.

“Principal Amount Outstanding” means, in relation to a Secured TWUF Bond, a Bond, Sub-Class or Class, the original face value thereof (in relation to any Indexed Bonds or any Secured TWUF Bonds which are designated as “Indexed Linked Interest” bonds under the applicable Drawdown Prospectus or final terms, as adjusted in accordance with the Conditions or, as the case may be, the applicable terms and conditions of the Secured TWUF Bonds) less any repayment of principal made to the holder(s) thereof in respect of such Secured TWUF Bond, Sub-Class or Class.

“Principal Paying Agent” means Deutsche Bank AG, London Branch under the Agency Agreement, or its Successors thereto.

“Procurement Plan” means the procurement plan (if any) prepared and amended from time to time by TWUL in accordance with its obligations under the Instrument of Appointment after notifying the Security Trustee and consulting with the Security Trustee.

“Programme” means the £10,000,000,000 guaranteed bond programme established by the Issuer admitted to the Official List and to the London Stock Exchange or the main securities market of Euronext Dublin.

“Projected Operating Expenditure” means at any time, the operating expenditure projected in the operating budget for the Test Period in which such date falls.

“Project Specification Notice” means the notice issued by the Secretary of State in accordance with Regulation 4(1) of the SIP Regulations dated 4 June 2014 (as varied from time to time in accordance with regulation 4(7) of the SIP Regulations) specifying the TTT Project as a specified infrastructure project.

“Prospectus” means any Prospectus prepared by or on behalf of, and approved by, the Issuer in connection with the establishment of the Programme (or, historically, prepared by or on behalf of, and approved by, TWUCFL) and/or the issue of the Bonds or any information memorandum or Prospectus prepared by or on behalf of and approved by the Issuer (or, historically, approved by TWUCFL) in connection with the general syndication in the interbank market of any Authorised Credit Facility.

“Prospectus Regulation” means Regulation (EU) 2017/1129.

“Protected Land” means (as the term is defined in the WIA), in relation to a Regulated Company any land which, or any interest or right in or over land which:

- (a) was transferred to that company in accordance with a scheme under Schedule 2 to the Water Act 1989 or, where that company is a statutory water company (as defined in Section 219 of the WIA), was held by that company at any time during the financial year ended 31 March 1990;
- (b) is or has at any time on or after 1 September 1989 been held by that company for purposes connected with the carrying out of its functions as a water undertaker or sewerage undertaker; or
- (c) has been transferred to that company in accordance with a scheme under Schedule 2 to the WIA from another company in relation to which that land was protected when the other company held an Instrument of Appointment,

as such definition may be amended by statute or law.

“Public Procurement Rules” means public procurement rules of the United Kingdom (including the Utilities Contracts Regulations 1996 (SI 1996/2911) as amended by the Utilities Contracts (Amendment) Regulations 2001 (SI 2001/2418)) and of the European Communities (including Directive 93/98 as amended by Directive 98/4) affecting the water and sewerage sector and including any jurisprudence of the courts of the United Kingdom and of the European Communities and decisions of the European Commission in respect of such rules;

“Qualifying Class A Debt” means the aggregate Outstanding Principal Amount of Class A Debt entitled to be voted by the Class A DIG Representatives.

“Qualifying Class B Debt” means the aggregate Outstanding Principal Amount of Class B Debt entitled to be voted by the Class B DIG Representatives.

“Qualifying Debt” means the Qualifying Class A Debt and the Qualifying Class B Debt.

“Qualifying Indebtedness” means Financial Indebtedness:

- (a) incurred under a revolving credit facility which is being rolled over and immediately re-borrowed at the end of the relevant interest period of any Financial Indebtedness (commonly referred to as a “rollover loan”); or
- (b) incurred under any Authorised Credit Facility which was originally entered into when no Trigger Event had occurred and was continuing and for these purposes, any such Authorised Credit Facility may be amended, restated or have its term extended when a Trigger Event or Potential Trigger Event is continuing, provided such amendment, restatement or extension does not increase the total principal amount committed under such Authorised Credit Facility.

“Rating Agencies” means Moody’s and S&P and any further or replacement rating agency appointed by the Issuer with the approval of the Security Trustee (acting upon the instructions of the Majority Creditors) to provide a credit rating or ratings for the Class A Debt and the Class B Debt and underlying ratings in respect of Class A Wrapped Bonds and Class B Wrapped Bonds for so long as they are willing and able to provide credit ratings generally (and “Rating Agency” means any one of them).

“Rating Requirement” means confirmation from any two Rating Agencies or, where expressly stated, all Rating Agencies then rating the Bonds that, in respect of any matter where such confirmation is required, the shadow rating is, in the case of the Class A Wrapped Bonds, BBB by S&P and Baa2 by Moody’s or above and in the case of the Class A Unwrapped Bonds, is BBB by S&P and Baa2 by Moody’s or above.

“Ratio Step Date” means 31 March 2010.

“RCV” means, in relation to any date: (i) the regulatory capital value for such date as last determined (excluding any draft determination of the regulatory capital value by Ofwat) and notified to TWUL by Ofwat at the most recent Periodic Review or interim determination or other procedure through which in future Ofwat may make such determination on an equally definitive basis to that of a Periodic Review or interim determination (interpolated as necessary and adjusted as appropriate for Out-turn Inflation), provided that “RCV” for the purposes of calculating the Senior RAR, Conformed Senior RAR or Class A RAR for any Test Period for which there is no Final Determination shall be TWUL’s good faith, present estimate of its regulatory capital value on the last day of such Test Period; plus (ii) an amount equal to the Variances attributable to investment in Major Capex Projects.

“Receipt” means a receipt attached on issue to a Definitive Bearer Bond redeemable in instalments for the payment of an instalment of principal such receipt being in the form or substantially in the form set out in Part D (*Form of Receipt*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed or in such other form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s) and includes any replacements for Receipts or Talons issued pursuant to Condition 14 (*Replacement of Bonds, Coupons, Receipts and Talons*).

“Receiptholders” means the persons who are for the time being holders of the Receipts.

“Recognised Ofwat Mechanism” means any of: (i) logging up of RCV, where Ofwat has approved the relevant Capital Expenditure and the Reporter has reviewed and validated the cost of such Capital Expenditure; or (ii) an IDOK, where a “Relevant Change of Circumstance” (as defined in Part IV of Licence Condition B) of the Instrument of Appointment has, in the reasonable opinion of TWUL, arisen; or (iii) any other similar mechanism as agreed from time to time between Ofwat and TWUL and approved by the Security Trustee.

“Reference Bank” has the meaning given to that term in the relevant Finance Document, provided that if no Reference Bank is specified in the relevant Finance Document, the Reference Bank shall be National Westminster Bank Plc or any other two reference banks.

“Register” means a register of the Bondholders of a Sub-Class of Registered Bonds.

“Registered Bonds” means those of the Bonds which are for the time being in registered form.

“Registered Global Bond” means a Registered Bond in global form in the form or substantially in the form set out in Part A (Form of Registered Global Bond) of Schedule 3 to the Bond Trust Deed, together with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), together with the copy of each applicable Final Terms annexed thereto, comprising some or all of the Registered Bonds of the same Sub-Class sold outside the United States or to non-U.S. persons in reliance on Regulation S under the Securities Act, issued by the Issuer (including any Registered Bonds in respect of which TWUL has been substituted in place of TWUCFL as issuer or principal debtor of such Registered Bonds) pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed and refers to a Regulation S Registered Global Bond, as the context may require.

“Registrar” means Deutsche Bank Trust Company Americas as registrar under the Agency Agreement and any other entity appointed as a registrar under the Agency Agreement.

“Regulated Company” means a company appointed as a water undertaker or a water and sewerage undertaker under Section 6 of the WIA.

“Regulation S” has the meaning given to such term in the Securities Act.

“Regulation S Bonds” means bonds which are sold initially outside the United States or to non-U.S. persons in reliance on Regulation S under the Securities Act.

“Regulation S Registered Global Bond” means a registered bond in global form in the form or substantially in the form set out in Part A (*Form of Registered Global Bond*) of Schedule 3 to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), together with the copy of each applicable Final Terms annexed thereto, comprising some or all of the Registered Bonds of the same Series sold outside the United States or to non-U.S. persons in reliance on Regulation S under the Securities Act, issued by the Issuer (including any such Registered Bonds in respect of which TWUF has been substituted in place of TWUCFL as issuer or principal debtor of such Registered Bonds), pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed and includes any replacements for Receipts or Talons issued pursuant to Condition 14 (*Replacement of Bonds, Receipts, Coupons and Talons*).

“Regulatory Information” means the regulatory accounts TWUL is required to submit to Ofwat in June of each year.

“Relevant Change of Circumstance” means a “Relevant Change of Circumstance” as defined in Part IV of Licence Condition B.

“Relevant Date” has the meaning set out in Condition 6(l) (*Definitions*).

“Relevant Securities” means securities offered and sold by an Obligor to one or more Institutional Accredited Investors pursuant to an Authorised Credit Facility in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) of such Act.

“Remedial Plan” means any remedial plan agreed by TWUL and the Security Trustee under Part 2 (*Trigger Event Consequences*) of Schedule 5 (*Trigger Events*) to the CTA.

“Rental” means any scheduled payment of rental, periodic charge or equivalent sum under a Finance Lease.

“Rental Payment Date” means any date on which Rental is scheduled to be paid under any Finance Lease.

“Rental Period” means, in respect of a Finance Lease, each period falling between two consecutive Rental Payment Dates under such Finance Lease.

“Required Balance” means, on any Payment Date, the aggregate of the Class A Required Balance and the Class B Required Balance.

“Reserved Matters” means the rights of the Secured Creditors provided by the terms of Clause 8.10 (*Reserved Matters of Secured Creditors and/or Secured Creditor Representatives*) of the STID and the Security Trustee Reserved Matters, the Bond Trustee Reserved Matters, the TWUF Bond Trustee Reserved Matters, the Financial Guarantor Reserved Matters and the Hedge Counterparty Reserved Matters provided by the terms of Clause 8.11 (*Reserved Matters of Security Trustee, Bond Trustee, TWUF Bond Trustee, Financial Guarantors, Secondary Market Guarantors and Hedge Counterparties*) and Schedule 3 (*Reserved Matters*) to the STID.

“Restricted Payment” means any Distribution, Deferral of K, or any payment under the Subordinated Debt other than:

- (a) any payment under any Authorised Credit Facility in accordance with the provisions of the CTA and the STID;
- (b) a payment made under a Permitted Tax Loss Transaction;

- (c) any Permitted Post Closing Event; or
- (d) any Intra-Group Debt Service Distribution.

“Restricted Payment Condition” means each of the conditions in paragraph 37 (*Restricted Payments*) of Part 3 (*General Covenants*) Schedule 4 (*Covenants*) to the CTA which must be satisfied or waived by the Security Trustee before a Restricted Payment may be made by the Issuer or TWUL.

“Retail Price Index” or “RPI” means the all items retail prices index for the United Kingdom published by the Office for National Statistics (January 1987 = 100) or at any future date (except in the case of an RPI Linked Hedging Agreement) such other index of retail prices as may have then replaced it for the purposes of Ofwat’s determination of price limits for water and sewerage services or (in the case of an RPI Linked Hedging Agreement), such other index of retail prices as specified in such RPI Linked Hedging Agreement.

“Revenue Agreement” means the revenue agreement as described in the section entitled “*IP Charges: collection and payment*” in Chapter 5 “*Description of the TWU Financing Group*”.

“Rights” means all rights vested in the Security Trustee by virtue of, or pursuant to, it holding the interests conferred on it by the Security Documents or under the Ancillary Documents and all rights to make demands, bring proceedings or take any other action in respect of such rights.

“Rolling Average Period” means on each Calculation Date the Test Period ending on 31 March that falls in the same calendar year as that Calculation Date and the next subsequent two consecutive Test Periods save that, where the test comes to be calculated at a time when information is not available in respect of any forward looking Test Period (as a result of Ofwat’s determination of price limits for a Periodic Review not having been published in draft or final form) then such Rolling Average Period will be the three 12 month periods which run consecutively backwards and/or forwards from such Calculation Date for which such information is available for the last Test Period in such calculation.

“RPI Linked Hedging Agreements” means a Hedging Agreement with a Hedge Counterparty under which payments to be made by the Issuer or, as the case may be, TWUL are indexed by reference to RPI.

“SCADA” means supervisory, control and data acquisition.

“Secondary Market Guarantor” means: (a) each Eligible Secondary Market Guarantor party to the STID on the Initial Issue Date; and (b) each Eligible Secondary Market Guarantor that has, in respect of any Class A Unwrapped Bonds or any Secured TWUF Bonds: (i) delivered an FG Covered Bond Notice to the Security Trustee and the Bond Trustee or, as the case may be, the relevant TWUF Bond Trustee in accordance with Clause 2.5 (*Accession of Secondary Market Guarantor*) to the STID; and (ii) acceded to the STID in accordance with Clause 2.5 (*Accession of Secondary Market Guarantor*) of the STID (*provided that* in the case of (a) and (b), a Secondary Market Guarantor will cease to be a Secondary Market Guarantor and a Class A DIG Representative from and including the date upon which a Notice of Disenfranchisement in respect of the relevant Secondary Market Guarantor has been delivered to the Security Trustee in accordance with Clause 2.5 (*Accession of Secondary Market Guarantor*) of the STID).

“Secretary of State” means one of Her Majesty’s principal Secretaries of State.

“Section 19 Undertaking” means an undertaking given by a Regulated Company to secure or facilitate compliance with a licence condition or a relevant statutory or other requirement and which is capable of direct enforcement under the WIA.

“Secured Creditor” means the Security Trustee (in its own capacity and on behalf of the other Secured Creditors), the Bond Trustee (in its own capacity and on behalf of the Bondholders, each TWUF Bond Trustee (in its own capacity and on behalf of the relevant Secured TWUF Bondholders), the Bondholders, the Secured TWUF Bondholders, each Financial Guarantor, each Finance Lessor, the Hedge Counterparties, the Issuer the Account Bank,

the Liquidity Facility Agents, any Liquidity Facility Arrangers, each Liquidity Facility Provider, the Initial Credit Facility Agent, each Initial Credit Facility Provider and each other Authorised Credit Provider, the Cash Manager (other than when the Cash Manager is TWUL), the Standstill Cash Manager, each Agent and any Additional Secured Creditors.

“Secured Creditor Representative” means:

- (a) in respect of the Bondholders, the Bond Trustee;
- (b) in respect of the Secured TWUF Bondholders, the relevant TWUF Bond Trustee;
- (c) in respect of the Initial Credit Facility Providers, the Initial Credit Facility Agent;
- (d) in respect of the Issuer/TWUL Loan Agreements and TWUF/TWUL Loan Agreements, the Security Trustee (on behalf of the Issuer);
- (e) in respect of any Liquidity Facility Provider, the facility agent under the relevant Liquidity Facility Agreement;
- (f) in respect of each of the Hedge Counterparties, the relevant Hedge Counterparty; and
- (g) in respect of any Additional Secured Creditor, the representative of such Additional Secured Creditor (if any) appointed as its Secured Creditor Representative under the terms of the relevant Finance Document and named as such in the relevant Accession Memorandum.

“Secured Liabilities” means the Restricted Secured Liabilities and the Unrestricted Secured Liabilities.

“Secured TWUF Bonds” means the Flipper Bonds together with: (i) with effect from 5 September 2007, the JPY Bonds; and (ii) with effect from 14 February 2008, the Legacy Bonds in respect of which the relevant TWUF Bond Trustee has acceded to the STID as a Secured Creditor Representative and a Class A DIG Representative;

“Secured TWUF Bondholders” means the holders from time to time of the Secured TWUF Bonds.

“Secured TWUF Bond Trust Deeds” means the TWUF Bond Trust Deeds relating to Secured TWUF Bonds.

“Secured TWUF FG Covered Bond” means any Secured TWUF Bond in respect of which the Security Trustee is in receipt of a valid FG Covered Bond Notice (provided that such FG Covered Bond Notice has not been revoked by a Notice of Disenfranchisement in respect of the relevant Secondary Market Guarantor in accordance with Clause 2.5 (*Accession of Secondary Market Guarantors*) of the STID).

“Securities Act” means the United States Securities Act of 1933;

“Security” means the security constituted by the Security Documents including any Guarantee or obligation to provide cash collateral or further assurance thereunder.

“Security Agreement” means the deed of charge and guarantee to be executed in favour of the Security Trustee by each of the Obligor on the Initial Issue Date;

“Security Assets” means all property, assets, rights and undertakings the subject of the Security created by the Obligor pursuant to any Security Document, together with the Rights.

“Security Documents” means:

- (a) the Security Agreement;
- (b) the STID, any deed of accession thereto and any deed supplemental thereto; and
- (c) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Creditor under the Finance Documents.

“Security Interest” means:

- (a) any mortgage, pledge, lien, charge, assignment, or hypothecation, or other encumbrance securing any obligation of any person;
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

“Security Trustee” means Deutsche Trustee Company Limited or any successor appointed pursuant to the STID.

“SEMD” means The Security and Emergency Measures (Water and Sewerage Undertakers) Direction 1998.

“Senior Adjusted ICR” means, in respect of a Test Period, the ratio of Net Cash Flow less the aggregate of CCD and IRC during such Test Period to Senior Debt Interest during such Test Period.

“Senior Average Adjusted ICR” means the sum of the ratios of Net Cash Flow less the aggregate of CCD and IRC to Senior Debt Interest for each of the Test Periods comprised in a Rolling Average Period divided by three.

“Senior Debt” means all Class A Debt and Class B Debt and any other Financial Indebtedness ranking in priority to Subordinated Debt of any member of the TWU Financing Groups.

“Senior Debt Interest” means, in relation to any Test Period, and without double counting, an amount equal to the aggregate of:

- (a) all interest, fees or commissions paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under or in connection with all Senior Debt and any Permitted Financial Indebtedness which is unsecured (including all Unsecured TWUF Bond Debt) (other than any Intra-Group Loans);
- (b) all fees paid, due but unpaid or, in respect of forward-looking ratios, payable, to any Financial Guarantor of Wrapped Bonds; and
- (c) Adjusted Lease Reserve Amounts or Lease Reserve Amounts paid, due but unpaid or, in respect of forward-looking ratios, payable, on the Issuer’s and/or TWUL’s obligations under and in connection with all Senior Debt,

in each case during such Test Period (after taking account of the impact on interest rates of all related Hedging Agreements then in force) (excluding all indexation of principal amortisation of the costs of issue of any Senior Debt, Unsecured TWUF Bond Debt within such Test Period and all other costs incurred in connection with the raising of such Senior Debt or Unsecured TWUF Bond Debt) less all interest received or, in respect of forward-looking ratios, receivable, by any member of the TWU Financing Group from a third party during such period (excluding any interest received or receivable by TWUL under any Intra-Group Loan or any loan or other forms of Financial Indebtedness to Associates).

“Senior Debt Provider” means a provider of, or Financial Guarantor of, Senior Debt.

“Senior Net Indebtedness” means, as at any date, the aggregate of the Issuer’s and TWUL’s nominal debt outstanding (or, in respect of a future date, forecast to be outstanding) under and in connection with any Senior Debt on such date (including accretions by indexation to the notional amount under any RPI Linked Hedging Agreement and excluding any un-crystallised mark to market amount relating to any Hedging Agreement) and the nominal amount of any Financial Indebtedness pursuant to paragraphs (e) and (f) of the definition of Permitted Financial Indebtedness which

is outstanding (or, in respect of a future date, forecast to be outstanding) on such date together with all indexation accrued on any such liabilities which are indexed less the value of all Authorised Investments and other amounts standing to the credit of any Account (other than an amount equal to the aggregate of any amounts which represent Deferrals of K or Distributions which have been declared but not paid on such date); where such debt is denominated other than in pounds sterling, the nominal amount outstanding will be calculated: (i) in respect of debt with associated Currency Hedging Agreements, by reference to the applicable hedge rates specified in the relevant Currency Hedging Agreements; and (ii) in respect of debt with no associated Currency Hedging Agreements, by reference to the Exchange Rate on such date).

“Senior RAR” means, on any Calculation Date, the ratio of Senior Net Indebtedness to RCV as at such Calculation Date or, in the case of any forward-looking ratios for Test Periods ending after such Calculation Date, as at the 31 March falling in such Test Period.

“Series” means a series of Bonds issued under the Programme on a particular Issue Date, together with any Tranche or Tranches of Bonds which are expressed to be consolidated and form a single Sub-Class with any previously issued Sub-Class.

“Service Incentive Mechanism” or “SIM” means the service incentive mechanism introduced by Ofwat on 1 April 2010.

“Sewerage Region” means the geographical area for which a Regulated Company has been appointed as the sewerage undertaker under Section 6 of the WIA.

“Share Pledges” means the pledges dated the Initial Issue Date, in favour of the Security Trustee, over the shares in TWUL and the Issuer respectively and the pledges dated 15 October 2007, in favour of the Security Trustee, over the shares in TWUCFH and TWUCFL respectively (which pledges, in respect of TWUCFH and TWUCFL, have been released by the Security Trustee on behalf of the Secured Creditors), and “Share Pledge” means any one of them.

“SIP Regulations” means the Water Industry (Specified Infrastructure Projects) (English Undertakers) Regulations 2013 (as amended from time to time).

“Special Administration” means the insolvency process specific to Regulated Companies under Sections 23 to 26 of the WIA.

“Special Administration Order” means an order of the High Court under Sections 23 to 25 of the WIA under the insolvency process specific to Regulated Companies.

“Special Administration Petition Period” means the period beginning with the presentation of the petition for Special Administration under Section 24 of the WIA and ending with the making of a Special Administration Order or the dismissal of the petition.

“Special Administrator” means the person appointed by the High Court under Sections 23 to 25 of the WIA to manage the affairs, business and property of the Regulated Company during the period in which the Special Administration Order is in force.

“Standard & Poor’s” or “S&P” means S&P Global Ratings Europe Limited or any successor to the rating agency business of S&P Global Ratings Europe Limited.

“Standby Drawing” means a drawing made under a Liquidity Facility Agreement as a result of a downgrade of a Liquidity Facility Provider below the Minimum Short-Term Rating or in the event that the Liquidity Facility Provider fails to renew its commitment on the expiry of the term of such Liquidity Facility Agreement.

“Standstill” means, as provided for in Clause 13.1 (*Commencement of Standstill*) of the STID, a standstill of claims of the Secured Creditors against TWUL and the Issuer immediately upon notification to the Security Trustee of the occurrence of an Event of Default.

“Standstill Cash Manager” means National Westminster Bank Plc in its capacity as Standstill Cash Manager under the CTA, or any successor Standstill Cash Manager appointed in accordance with Schedule 11 (*Cash Management*) to the CTA.

“Standstill Event” means an event giving rise to a Standstill in accordance with the STID.

“Standstill Extension” means any of the periods for which a Standstill Period is extended under Clause 13.5 (*Extension of Standstill*) of the STID.

“Standstill Period” means a period during which a standstill arrangement is subsisting, commencing on the date as determined by Clause 13.1 (*Commencement of Standstill*) of the STID and ending on the date as determined by Clause 13.4 (*Termination of Standstill*) of the STID.

“STID” means the security trust and intercreditor deed entered into on the Initial Issue Date as amended and restated from time to time and as last amended and restated on 31 August 2018 between, among others, the Security Trustee, the Obligors, the Bond Trustee and the Flipper Bond Trustee.

“STID Directions Request” has the meaning given to such term in Clause 9.3 (*Notice to Secured Creditors and Secondary Market Guarantors of STID Proposal*) of the STID.

“STID Proposal” has the meaning given to such term in Clause 9.1 (*Instigation of STID Proposal*) of the STID.

“Sub-Class” means a division of a Class.

“Substantial Effects Clause” means a clause which may be contained in the Instrument of Appointment of a Regulated Company and which in the case of TWUL is contained in Part IV of Licence Condition B, pursuant to which the Regulated Company may, if so permitted by the conditions of its Instrument of Appointment, request price limits to be reset if the Appointed Business either: (i) suffers a substantial adverse effect which could not have been avoided by prudent management action; or (ii) enjoys a substantial favourable effect which is fortuitous and not attributable to prudent management action.

“Subordinated Authorised Loan Amounts” means, in relation to any Authorised Credit Facility, the aggregate of any amounts payable by the Issuer or TWUL to the relevant Authorised Credit Provider on an accelerated basis as a result of illegality (excluding accrued interest, principal and recurring fees and commissions) on the part of the Authorised Credit Provider or any other amounts not referred to in any other paragraph of the Payment Priorities.

“Subordinated Creditor” means the Initial Subordinated Creditor and any other credit provider in respect of Subordinated Debt where such credit provider has acceded to the CTA and the STID.

“Subordinated Debt” means the Initial Subordinated Amount and any Financial Indebtedness (other than Financial Indebtedness falling within paragraphs (e) or (f) of the definition of Permitted Financial Indebtedness) that is fully subordinated, in a manner satisfactory to the Security Trustee, to the Senior Debt and where the relevant Subordinated Creditor has acceded to the CTA and the STID.

“Subordinated Liquidity Facility Amounts” means, in relation to any Liquidity Facility:

- (a) the amount by which the amount of interest accruing at the Mandatory Cost Rate at any time exceeds the Mandatory Cost Rate on the date of the relevant Liquidity Facility Agreement; and
- (b) the aggregate of any amounts payable by the Issuer to the relevant Liquidity Facility Provider in respect of its obligation to gross-up any payments made by it in respect of such Liquidity Facility or to make any payment

of increased costs to such Liquidity Facility Provider (other than any such increased costs in respect of regulatory changes relating to capital adequacy requirements applicable to such Liquidity Facility Provider) or to amounts payable on an accelerated basis as a result of illegality (excluding accrued interest, principal and commitment fees) on the part of such Liquidity Facility Provider, or any other amounts not referred to in any other paragraph of the Payment Priorities.

“Subordinated Step-up Fee Amounts” means, in the case of Fixed Rate Bonds or Indexed Bonds, any amounts (other than deferred interest) of step-up fee at the rate specified in the relevant Final Terms to be payable on such Bonds in excess of the initial margin as at the date on which such Bonds were issued and, in the case of Floating Rate Bonds, any amounts (other than deferred interest) of step-up fee at the rate specified in the relevant Final Terms to be payable on such Bonds in excess of the initial margin on the Coupon on such Bonds as at the date on which such Bonds were issued.

“Subscription Agreement” means an agreement supplemental to the Dealership Agreement (by whatever name called) substantially in the form set out in Schedule 6 (*Pro Forma Subscription Agreement*) to the Dealership Agreement or in such other form as may be agreed between, among others, the Issuer and the Lead Manager or one or more Dealers (as the case may be).

“Subsidiary” means:

- (a) a subsidiary within the meaning of the Companies Act; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of the Companies Act.

“Substitution Proposal” has the meaning given to such term in Clause 8.12 (Substitution of the Issuer and/or TWUF) of the STID;

“Successor” means, in relation to the Principal Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent, the Agent Bank and the Calculation Agent, any successor to any one or more of them in relation to the Bonds which shall become such pursuant to the provisions of the Bond Trust Deed and/or the Agency Agreement (as the case may be) and/or such other or further principal paying agent, paying agents, registrar, transfer agents, agent bank and calculation agent (as the case may be) in relation to the Bonds as may (with the prior approval of, and on terms previously approved by, the Bond Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the case of the Principal Paying Agent being within the same city as the office(s) for which it is substituted) as may from time to time be nominated, in each case by the Issuer and the Obligors, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may be) notice of whose appointment or, as the case may be, nomination has been given to the Bondholders.

“Swap Collateral Account” means an account of TWUL or the Issuer, as the case may be, into which any collateral provided by a Hedge Counterparty shall be deposited upon the relevant trigger occurring for the provision of such collateral under the terms of the applicable Hedging Agreement.

“System Acceptance” means the acceptance of all of the Assets in accordance with the Interface Agreement.

“Talonholders” means the several persons who are for the time being holders of the Talons.

“Talons” means the talons (if any) appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons or Receipts, as the case may be, appertaining to, the Definitive Bearer Bonds (other than Zero Coupon Bonds) such talons being in the form or substantially in the form set out in Part F (*Form of Talon*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed or in such other form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s) and includes any replacements for Talons issued pursuant to Condition 14 (*Replacement of Bonds, Receipts, Coupons and Talons*).

“TARGET Settlement Day” has the meaning given to such term in Condition 6(l) (*Definitions*).

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest) and “Taxes”, “taxation”, “taxable” and comparable expressions will be construed accordingly.

“Tax Deed of Covenant” means the deed of covenant entered into on the Initial Issue Date by, among others, the Security Trustee, the Parent and the Obligors and as last amended and restated on 31 August 2018.

“Temporary Global Bond” means in relation to any Sub-Class of Bearer Bonds a temporary global bond in the form or substantially in the form set out in Part A (*Form of Temporary Global Bond*) of Schedule 2 (*Forms of Global and Definitive Bearer Bonds, Receipts, Coupons and Tables*) to the Bond Trust Deed together with the copy of the applicable Final Terms annexed thereto, with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), comprising some or all of the Bearer Bonds of the same Tranche, issued by the Issuer (including any Bearer Bonds in respect of which TWUF has been substituted in place of TWUCFL as issuer or principal debtor of such Bearer Bonds) pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed.

“Test Period” means:

- (a) the period of 12 months ending on 31 March in the then current year;
- (b) the period of 12 months starting on 1 April in the same year;
- (c) each subsequent 12 month period up to the Date Prior; or
- (d) if the Calculation Date falls within the 13 month period immediately prior to the Date Prior, the 12 month period from the Date Prior,

provided that for the Calculation Dates on 30 September 2007 and 31 March 2008, the first Test Period shall be from 1 April 2007, to 31 March 2008, in the case of the Calculation Date on 30 September 2007 the second Test Period shall be the period of 12 months from 1 April 2008 and interest shall be annualised on the basis of the interest charge from the Initial Issue Date to 31 March 2008.

“Thames Water Group” means Kemble Water Holdings Limited and its Subsidiaries.

“Tranche” means all Bonds which are identical in all respects save for the Issue Date, Interest Commencement Date and Issue Price;

“Transaction Account” means the accounts of the Issuer entitled the “Transaction Account” held at the Account Bank and includes any sub-account relating to that account and any replacement account from time to time.

“Transaction Documents” means:

- (a) a Finance Document;
- (b) a Material Contract; and
- (c) any other document designated as such by the Security Trustee and the Issuer.

“Transfer Agent” means Deutsche Bank Trust Company Americas under the Agency Agreement, including any Successors thereto.

“Transfer Scheme” means a transfer scheme under Schedule 2 of the WIA.

“Treasury Transaction” means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, interest rate or currency or future or option contract, foreign exchange or currency

purchase or sale agreement, interest rate swap, index-linked swap, currency swap or combined similar agreement or any derivative transaction protecting against or benefiting from fluctuations in any rate, index or price, in each case excluding any Intra-Group Treasury Transaction.

“Trigger Event” means any of the events or circumstances identified as such in Schedule 5 (*Trigger Events*) to the CTA.

“Trigger Event Ratio Levels” means the financial ratios set out in paragraph 1 (*Financial Ratios*) of Part 1 (*Trigger Events*) of Schedule 5 (*Trigger Events*) to the CTA.

“TTT Core Project Documents” means any agreement to which TWUL and Bazalgette (or any permitted successor or assign of Bazalgette) are both party or any deed poll or other document under which TWUL incurs an obligation in favour of Bazalgette (or any permitted successor or assign of Bazalgette) by unilateral declaration.

“TTT Project” means the infrastructure project described in Schedule 1 to the Project Specification Notice, being the Thames Tideway Tunnel.

“TTT Project Key Characteristics” means

1. Specification of the TTT Project

The Secretary of State or Ofwat specifies the TTT Project under the SIP Regulations.

For so long as the Project Specification Notice is not revoked, the SIP Regulations prohibit TWUL from undertaking the TTT Project (as specified), subject to any preparatory works which TWUL is required or permitted to undertake should the Secretary of State or Ofwat give a notice pursuant to Section 5(3) of the SIP Regulations.

2. Revocation of the Project Specification Notice

If the Project Specification Notice is revoked: (i) TWUL will have an obligation under the TWUL Licence to put forward a proposal to meet the requirements of the UWWTR and make Bazalgette’s existing assets safe; (ii) in respect of any works to secure Bazalgette’s assets and/or the TWUL assets in relation to the TTT Project TWUL will be entitled under the TWUL Licence to the economic and efficient costs for securing Bazalgette’s assets and the TWUL assets through either a determination by Ofwat or the Competition and Markets Authority pursuant to the regulatory settlement process; (iii) in respect of any works to implement any proposal with a view to securing compliance with the requirements of the UWWTR, TWUL will only be obliged, under the TWUL Licence, to implement such works to the extent that the additional funding has been awarded to TWUL through either a determination by Ofwat or the Competition and Markets Authority pursuant to the regulatory settlement process; and (iv) Bazalgette will have no right under any agreement with TWUL to claim any sum from TWUL in respect of any of its assets which may transfer to TWUL in these circumstances.

3. An entity that is separate from TWUL is designated to deliver the TTT Project

An entity that is separate from TWUL is designated by the Secretary of State or Ofwat as an infrastructure provider to deliver the TTT Project as specified in the Project Specification Notice.

4. IP Project Licence award

Following designation, Bazalgette is awarded the IP Project Licence, pursuant to which the TTT Project will be its regulated business.

5. TWUL Licence modified to allow pass-through of IP Charges

TWUL Licence is modified to include provisions which allow TWUL to charge customers in respect of the IP Charges.

6. Pay when Paid only

In respect of the IP Charges, under the Revenue Agreement TWUL does not enter into or accept any obligation to pass to Bazalgette amounts other than Bazalgette's proportion of any sums received from wastewater customers in that period in respect of wastewater charges.

7. No Payment Acceleration

Neither the Revenue Agreement nor any other document entered into by both TWUL and Bazalgette permits the payment profile of IP Charges to be accelerated for default.

"TWH" means Thames Water Utilities Holdings Limited, a company incorporated in England and Wales (registered number 6195202).

"TWH Change of Control" means: (a) any person which previously had Control of TWH ceases to have Control of TWH; or (b) any person which did not previously have Control of TWH acquiring Control of TWH, in each case of which the Obligor has actual knowledge provided that any change of Control of any person controlling the Parent shall not constitute a TWH Change of Control.

"TWL VAT Group" means the VAT group with registration number GB 905 1000 87.

"TWU Financing Group" means TWH, TWUL, the Issuer and any other Permitted Subsidiaries.

"TWUCFH" means Thames Water Utilities Cayman Finance Holdings Limited.

"TWUCFL" means Thames Water Utilities Cayman Finance Limited.

"TWUF" means Thames Water Utilities Finance plc, a company incorporated in England and Wales (registered number 2403744).

"TWUF Bonds" means the Flipper Bonds, the JPY Bonds and the Legacy Bonds.

"TWUF Bond Trust Deeds" means the Flipper Bond Trust Deeds, the Legacy Bond Trust Deeds and the JPY Bond Trust Deeds.

"TWUF Bond Trustee" means each of the Flipper Bond Trustee, the JPY Bond Trustee and the Legacy Bond Trustee.

"TWUF Bond Trustee Reserved Matters" means those matters set out in Part C (*TWUF Bond Trustee Reserved Matters*) of Schedule 3 (*Reserved Matters*) to the STID.

"TWUF/TWUL Loan Agreement" means any loan agreement entered into between the Issuer and TWUL, including the Initial TWUF/TWUL Loan Agreement.

"TWUL" means Thames Water Utilities Limited, a company incorporated in England and Wales (registered number 2366661).

"TWUL Business Financial Model" means the latest business financial model prepared by TWUL and delivered to the Security Trustee from time to time, in accordance with the CTA.

"TWUL Change of Control" means: (a) TWH ceasing to hold legally and beneficially all rights in 100 per cent. of the issued ordinary share capital of, or otherwise ceasing to Control, TWUL, in each case directly or indirectly; or (b) TWUL ceasing to hold legally and beneficially all rights in 100 per cent. of the issued share capital of, or otherwise ceasing to Control, the Issuer or TWUCFL, provided that the occurrence of any of the events or circumstances in (a) or (b) above effected pursuant to the 2018 Reorganisation Plan shall not constitute a TWUL Change of Control.

“TWUL/TWH Loan Agreement” means the loan agreement entered into between TWUL and TWH on the Initial Issue Date pursuant to which TWUL advanced £1,200,000,000 to TWH to assist in the partial discharge by TWH of the TWUL share acquisition purchase price payable to Parent.

“TWUL VAT Group” means the VAT group registration with registration number GB 537 4569 15.

“TWUL Works” means those works set out in the schedule to the Interface Agreement.

“UK” means the United Kingdom.

“UK CRA Regulation” means Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 on credit rating agencies.

“Unrestricted Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Secured Creditor under each Finance Document to which such Chargor is a party, except for any obligation which, if it were secured under the Security Agreement would result in a contravention of section 151 of the Companies Act 1985.

“Unsecured TWUF Bond Debt” means all unsecured Financial Indebtedness outstanding under the Legacy Bonds and JPY Bonds prior to the respective dates on which such Legacy Bonds and JPY Bonds became Secured TWUF Bonds as set out in the definition thereof.

“Unsecured TWUF Bond Payment Date” means each date upon which a payment is made or is scheduled to be made by the Issuer or TWUL in respect of any Unsecured TWUF Bond Debt.

“Unwrapped Bondholders” means the holders for the time being of the Unwrapped Bonds and “Unwrapped Bondholder” shall be construed accordingly.

“Unwrapped Debt” or “Unwrapped Bond” means any indebtedness or Bond (respectively) that does not have the benefit of a Financial Guarantee.

“Upper Thames Reservoir Project” means the proposal for additional storage capacity in Oxfordshire to take effect from around the year 2019.

“Upper Thames Reservoir Project” means the proposal for additional storage capacity in Oxfordshire to take effect from around the year 2019.

“UWWTD” means the Urban Waste Water Treatment Directive (91/271/EEC).

“UWWTR” means the Urban Waste Water Treatment (England and Wales) Regulations 1994 (as amended from time to time).

“Variances” means a numerical addition to the amount of Capital Expenditure assumed by Ofwat in the last Periodic Review as certified by two directors (one of whom shall be the Finance Director) of TWUL in a certificate setting out: (a) the amount of the adjustment; (b) the basis of the adjustment; and (c) where relevant, the basis of the reasonable expectation of recovery.

“VAT” (a) in respect of any Finance Lease Document, has the meaning given thereto in such Finance Lease Document; and (b) otherwise, means value added tax as imposed by the Value Added Tax Act 1994 and legislation supplemental thereof and other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of, or in addition to, VAT) or elsewhere.

“VMR Programme” means the Victorian mains replacement programme.

“Voted Qualifying Class A Debt” means the aggregate Outstanding Principal Amount of Class A Debt voted by the Class A DIG Representatives in accordance with Clause 9.8 (*Binding Vote of DIG Representatives*) of the STID;

“Voted Qualifying Class B Debt” means the aggregate Outstanding Principal Amount of Class B Debt voted by the Class B DIG Representatives in accordance with Clause 9.8 (*Binding Vote of DIG Representatives*) of the STID;

“Water Framework Directive” or (“WFD”) means European Council Directive 2000/60/EC.

“Water Region” means the geographical area for which a Regulated Company has been appointed as water undertaker under Section 6 of the WIA.

“WIA” means the United Kingdom Water Industry Act 1991, as amended by subsequent legislation, including the Competition and Services (Utilities) Act 1992, the Water Industry Act 1999, the Water Act 2003 and the Water Act 2014 as the context requires.

“WRA” means the United Kingdom Water Resources Act 1991, as amended by subsequent legislation including the United Kingdom Environment Act 1995.

“Wrapped Bondholders” means the holders for the time being of the Wrapped Bonds and “Wrapped Bondholder” shall be construed accordingly.

“Wrapped Bonds” means the Bonds that have the benefit of a Financial Guarantee.

“WSRA” means the Water Services Regulation Authority (WSRA, and otherwise known as Ofwat), the economic regulator of the water and Sewerage industry in England and Wales and any relevant successor bodies to the Water Services Regulation Authority.

“Zero Coupon Bond” means a Bond specified as such in the relevant Final Terms and on which no interest is payable.

REGISTERED OFFICE OF TWUL, THE ISSUER and TWH

Clearwater Court
Vastern Road, Reading RG1 8DB
United Kingdom

BOND TRUSTEE AND SECURITY TRUSTEE

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street, London EC2N 2DB
United Kingdom

PRINCIPAL PAYING AGENT AND AGENT BANK

Deutsche Bank AG, London Branch
Winchester House, 1 Great Winchester Street
London EC2N 2DB
United Kingdom

REGISTRAR AND TRANSFER AGENT

Deutsche Bank Trust Company Americas
60 Wall Street
New York, NY 10005
United States of America

LEGAL ADVISERS

To the Issuer, TWUL and TWH as to English Law:

Linklaters LLP
One Silk Street London EC2Y 8HQ
United Kingdom

To the Arranger, the Dealers, the Bond Trustee and the Security Trustee as to English Law:

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

INDEPENDENT AUDITORS

To the Issuer, TWUL and TWH:

PricewaterhouseCoopers LLP
3 Forbury Place, 23 Forbury Road, Reading, Berkshire, RG1 3JH
United Kingdom

ARRANGER

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom]

CERTAIN DEALERS

Banco Santander, S.A
Ciudad Grupo Santander
Avenida de Cantabria s/n
Edificio Encinar
28660, Boadilla del Monte,
Madrid, Spain

Bank of China Limited, London Branch
1 Lothbury
London EC2R 7DB
United Kingdom

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP Paribas
16, boulevard des Italiens
75009 Paris
France

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

ICBC Standard Bank Plc 20 Gresham Street
London EC2V 7JE
United Kingdom

Lloyds Bank Corporate Markets plc
10 Gresham Street
London EC2V 7AE
United Kingdom

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

MUFG Securities EMEA plc
Ropemaker Place
25 Ropemaker Street
London EC2Y 9AJ
United Kingdom

National Australia Bank Limited (ABN: 12 004 044 937)
52 Lime Street,
London EC3M 7AF
United Kingdom

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA
United Kingdom

RBC Europe Limited
100 Bishopsgate
London EC2N 4AA
United Kingdom

Scotiabank Europe plc
201 Bishopsgate
6th Floor
London EC2M 3NS
United Kingdom

Skandinaviska Enskilda Banken AB (publ)
Kungsträdgårdsgatan 8
106 40 Stockholm
Sweden

SMBC Nikko Capital Markets Limited
One New Change
London EC4M 9AF
United Kingdom

The Toronto-Dominion Bank
60 Threadneedle Street
London EC2R 8AP
United Kingdom