



ENW Finance plc

(incorporated with limited liability under
the laws of England and Wales)

£425,000,000

4.893 per cent. Guaranteed Bonds due November 2032

guaranteed by

Electricity North West Limited

(incorporated with limited liability under
the laws of England and Wales)

The issue price of the £425,000,000 4.893 per cent. Guaranteed Bonds due November 2032 (the "**Bonds**") of ENW Finance plc (the "**Issuer**") is 99.999 per cent. of their principal amount.

An investment in the Bonds involves certain risks. For a description of these risks see "*Risk Factors*" below.

Unless previously redeemed or cancelled, the Bonds will be redeemed at their principal amount on 24 November 2032. The Bonds are subject to redemption in whole at their principal amount at the option of the Issuer at any time in the event of certain changes affecting taxation in the United Kingdom (the "**UK**"). The Bonds may also be redeemed at the option of the Issuer, in whole or in part, at the higher of their principal amount and an amount calculated by reference to the yield on UK Government Stock together with accrued interest (other than (i) in the case of any date fixed for redemption which falls in the period from but excluding the date falling three months prior to the scheduled maturity date of the Bonds to but excluding the scheduled maturity date, or (ii), following the occurrence of a Substantial Purchase Event, in which case the Issuer may redeem the Bonds in whole only at their principal amount together with accrued interest). In addition, the holder of a Bonds may, by the exercise of the relevant option, require the Issuer to redeem such Bonds at its principal amount together with accrued interest on the occurrence of a Put Event. See "*Terms and Conditions of the Bonds—Redemption and Purchase*".

The Bonds will bear interest from 24 January 2023 at the rate of 4.893 per cent. per annum payable semi-annually in arrear on 24 May and 24 November in each year commencing on 24 May 2023.

Payments on the Bonds will be made in Sterling without deduction for or on account of taxes imposed or levied by the UK to the extent described under "*Terms and Conditions of the Bonds—Taxation*". Electricity North West Limited (the "**Guarantor**") will unconditionally and irrevocably guarantee the due and punctual payment of all amounts at any time becoming due and payable in respect of the Bonds.

This prospectus (the "**Prospectus**") has been approved by the UK Financial Conduct Authority (the "**FCA**"), as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (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 the Issuer or the Guarantor nor as an endorsement of the quality of any Bonds that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in such Bonds. Applications have been made for such Bonds to be admitted to listing on the Official List of the FCA and to trading on the Main Market of the London Stock Exchange plc (the "**London Stock Exchange**").

The Bonds have not been, and will not be, registered under the United States Securities Act of 1933 (as amended, the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and are subject to United States tax law requirements. The Bonds are being offered outside the United States by the Joint Lead Managers (as defined in "*Important Notices*") in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Bonds will be in bearer form and in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000 each. The Bonds will initially be in the form of a temporary global bond (the "**Temporary Global Bond**"), without interest coupons, which will be deposited on or around 24 January 2023 (the "**Closing Date**") with a common safekeeper for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), together with Euroclear, the "**ICSDs**"). The Temporary Global Bond will be exchangeable, in whole or in part, for interests in a permanent global bond (the "**Permanent Global Bond**"), together with the Temporary Global Bonds, the "**Global Bonds**"), without interest coupons, not earlier than 40 days after the Closing Date 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, interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership. The Permanent Global Bond will be exchangeable in certain limited circumstances in whole, but not in part, for Bonds in definitive form with interest coupons attached. See "*Summary of Provisions Relating to the Bonds in Global Form*".

The Bonds are expected to be rated upon issue BBB+ by S&P Global Ratings UK Limited, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and A- by Fitch Ratings Limited ("**Fitch**").

Each of Fitch and S&P is established in the UK and is registered in accordance with Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**") and is included in the list of registered credit rating agencies published at the website of the FCA at <https://www.fca.org.uk/firms/credit-rating-agencies>. Neither Fitch nor S&P is established in the European Union ("**EU**") but the ratings issued by Fitch and S&P have been endorsed by Fitch Ratings Ireland Limited and S&P Global Ratings Europe Limited respectively, in accordance with Regulation (EC) No. 1060/2009, as amended (the "**EU CRA Regulation**").

A rating is not a recommendation to buy, sell or hold Bonds and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

EU MiFID II product governance / professional investors and ECPs only target market / No PRIIPs KID: the Manufacturer's target market (Directive 2014/65/EU (as amended, "**EU MiFID II**") product governance) is eligible counterparties and professional clients only (all distribution channels). No PRIIPs key information document (KID) has been prepared as not available to retail in EEA.

UK MiFIR professionals / ECPs only / No UK PRIIPs KID - Manufacturer target market (Regulation (EU) No 600/2014 as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**") is eligible counterparties and professional clients only (all distribution channels). No UK PRIIPs KID has been prepared as the Securities are not available to retail in the UK.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Barclays
ICBC Standard Bank
Morgan Stanley**

**Santander Corporate and
Investment Banking
(SCIB)**

20 January 2023

CONTENTS

	Page
IMPORTANT NOTICES.....	1
INFORMATION INCORPORATED BY REFERENCE	4
ALTERNATIVE PERFORMANCE MEASURES	6
OVERVIEW	9
RISK FACTORS	12
TERMS AND CONDITIONS OF THE BONDS	20
SUMMARY OF PROVISIONS RELATING TO THE BONDS IN GLOBAL FORM	32
USE AND ESTIMATED NET AMOUNT OF PROCEEDS.....	34
DESCRIPTION OF THE ISSUER.....	36
DESCRIPTION OF THE GUARANTOR	38
TAXATION	54
SUBSCRIPTION AND SALE	56
GENERAL INFORMATION	58
GLOSSARY OF DEFINED TERMS.....	60

IMPORTANT NOTICES

Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Prospectus. To the best of their knowledge the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Each of the Issuer and the Guarantor has confirmed to the Joint Lead Managers named under "*Overview*" below (the "**Joint Lead Managers**") that this Prospectus contains all information regarding the Issuer, the Guarantor and the Bonds (as applicable) which is (in the context of the issue of the Bonds) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed in this Prospectus on the part of the Issuer or (as the case may be) the Guarantor are honestly held or made and are not misleading in any material respect; that this Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in such context) not misleading in any material respect; and that all proper enquiries have been made to ascertain and to verify the foregoing.

The Issuer confirms that any information from third party sources has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Neither the Issuer nor the Guarantor has authorised the making or provision of any representation or information regarding the Issuer, the Guarantor or the Bonds other than as contained in this Prospectus or as approved for such purpose by the Issuer and the Guarantor. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Guarantor or the Joint Lead Managers.

Neither the Joint Lead Managers, the Trustee, the Paying Agent nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus or any responsibility for the acts or omissions of the Issuer, the Guarantor or any other person (other than the relevant Joint Lead Manager) in connection with the issue and offering of the Bonds. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Bonds shall, in any circumstances, create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or the Guarantor since the date of this Prospectus.

This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any Bonds.

The distribution of this Prospectus and the offering, sale and 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 Guarantor and the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Bonds and on distribution of this Prospectus and other offering material relating to the Bonds, see "*Subscription and Sale*".

In particular, the Bonds have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the United States or to U.S. persons.

In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area ("**EEA**"), references to "**£**", "**GBP**" and "**pounds**" are to the lawful currency of the UK.

Certain figures included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

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 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 EU 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 EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (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 in the UK by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**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 in the UK by virtue of the EUWA; Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law in the UK 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.

EU MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of 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 EU 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 manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of 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 FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in the UK MiFIR; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

ALTERNATIVE PERFORMANCE MEASURES – Certain alternative performance measures ("**APMs**") as described in the ESMA Guidelines on Alternative Performance Measures are included or referred to in this Prospectus. APMs are measures that are not defined under generally accepted accounting principles ("**GAAP**") in the UK and which are used by the Guarantor within its financial publications to supplement disclosures prepared in accordance with other applicable regulations such as International Financial Reporting Standards, as endorsed by the EU ("**IFRS**"). The Guarantor considers that these measures provide useful information to enhance the understanding of its financial performance. The APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to other regulatory measures.

Green Bonds

None of the Joint Lead Managers, the Trustee or the Paying Agent accepts any responsibility for any social, environmental and sustainability assessment of the Bonds or makes any representation or warranty or assurance whether the Bonds will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels. None of the Joint Lead Managers, the Trustee or the Paying Agent is responsible for the use of proceeds for the Bonds, nor the impact or monitoring of such use of proceeds. In addition none of the Joint Lead Managers, the Trustee or the Paying Agent have conducted any due diligence on the Guarantor's Green Financing Framework (as defined below). DNV Business Assurance Services UK Limited has issued an independent opinion, dated 22 September 2022, on the Guarantor's Green Financing Framework (the "**Second Party Opinion**"). The Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit,

market or other aspects of an investment in the Bonds, including without limitation market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. No representation or assurance is given by the Joint Lead Managers, the Trustee or the Paying Agent as to the suitability or reliability of the Second Party Opinion or any opinion or certification of any third party made available in connection with the Bonds. As at the date of this Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any other such opinion or certification is not, nor should be deemed to be, a recommendation by the Joint Lead Managers, the Trustee or the Paying Agent or any other person to buy, sell or hold the Bonds and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. The Guarantor's Green Financing Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Prospectus. The Guarantor's Green Financing Framework, the Second Party Opinion and any other such opinion or certification does not form part of, nor is incorporated by reference in, this Prospectus.

Although the Bonds are intended to be admitted to trading on the Sustainable Bond Market of the London Stock Exchange, no representation or assurance is given by the Joint Lead Managers, the Trustee or the Paying Agent that such listing or admission will be obtained or maintained for the lifetime of the Bonds.

INFORMATION INCORPORATED BY REFERENCE

The information set out in the table below shall be deemed to be incorporated in, and to form part of, this Prospectus **provided however that** any statement contained in any document incorporated by reference in, and forming part of, this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such statement.

Such documents will be made available, free of charge, during usual business hours at the specified offices of the Principal Paying Agent and on the website of the Guarantor at <https://www.enwl.co.uk/about-us/financial-investor-relations/financial-reports/>, unless such documents have been modified or superseded.

For ease of reference, the tables below set out the relevant page references for the Issuer's and Guarantor's respective 2022 and 2021 annual reports (including the financial statements, the notes to the financial statements and the Auditors' reports for the years ended 31 March 2021 and 31 March 2022 for each of the Issuer and the Guarantor, as set out in the respective annual reports), as well as the unaudited condensed financial statements for the six months ended 30 September 2022 in respect of each of the Issuer and the Guarantor (consolidated, in the case of the Guarantor).

ENW Finance plc

Financial Statements Year ended 31 March 2022

Profit and Loss Account.....	Page 15
Balance Sheet.....	Page 16
Statement of Changes in Equity.....	Page 17
Notes to Financial Statements.....	Page 18 to 33
Auditor's Report.....	Page 7 to 14

Electricity North West Limited

Description of Return on Regulated Equity.....	Page 31-32
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Consolidated Financial Statements Year ended 31 March 2022

Consolidated and Company Statement of Profit or Loss and Other Comprehensive Income.....	Page 75
Consolidated Statement of Financial Position.....	Page 76
Company Statement of Financial Position.....	Page 77
Company Statement of Changes in Equity.....	Page 79
Consolidated and Company Statement of Cash Flows.....	Page 80
Notes to Financial Statements.....	Page 81 to 143
Auditor's Report.....	Page 65 to 74

ENW Finance plc

Financial Statements Year ended 31 March 2021

Profit and Loss Account.....	Page 14
Balance Sheet.....	Page 15
Statement of Changes in Equity.....	Page 16
Notes to Financial Statements.....	Page 17 to 33
Auditor's Report.....	Page 6 to 13

Electricity North West Limited

Consolidated Financial Statements Year ended 31 March 2021

Consolidated and Company Statement of Profit or Loss and Other Comprehensive Income.....	Page 75
Consolidated and Company Statement of Financial Position.....	Page 76
Consolidated Statement of Changes in Equity.....	Page 77
Company Statement of Changes in Equity.....	Page 78
Consolidated and Company Statement of Cash Flows.....	Page 79
Notes to Financial Statements.....	Page 80 to 140
Auditor's Report.....	Page 64 to 74

ENW Finance plc

Half Year Condensed Financial Statements for the period ended 30 September 2022

Condensed Profit and Loss Account.....	Page 4
Condensed Balance Sheet.....	Page 5
Condensed Statement of Changes in Equity.....	Page 6
Notes to Financial Statements.....	Page 7 to 14

Electricity North West Limited

Half Year Condensed Consolidated Financial Statements for the period ended 30 September 2022

Condensed Consolidated and Company Statement of Profit or Loss and Other Comprehensive Income.....	Page 5
Condensed Consolidated and Company Statement of Financial Position.....	Page 6
Condensed Consolidated Statement of Changes in Equity.....	Page 7
Condensed Consolidated Statement of Cash Flows.....	Page 8
Notes to Financial Statements.....	Page 9 to 25

Any documents themselves incorporated by reference in the document incorporated by reference in this Prospectus shall not form part of this Prospectus.

Any information contained in or incorporated by reference in any of the documents specified above which is not incorporated by reference in this Prospectus is either not relevant to investors or is covered elsewhere in this Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

ALTERNATIVE PERFORMANCE MEASURES

ENWL uses adjusted figures, which are not defined by generally accepted accounting principles ("GAAP") such as IFRS (such figures, being "**Non-IFRS Financial Measures**"). Adjusted figures and underlying growth rates are presented as additional performance measures used by ENWL's management, as they provide relevant information in assessing ENWL's performance, position and cash flows. ENWL believes that these measures enable investors to track more clearly the core operational performance of ENWL, while providing investors with a clear basis for assessing ENWL's ability to raise debt and invest in new business opportunities. ENWL's management uses these financial measures, along with IFRS financial measures, in evaluating the operating performance of ENWL. Adjusted financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with IFRS. The measures may not be directly comparable to similarly reported measures by other companies. Non-IFRS Financial Measures are unaudited, and a reconciliation to the nearest line item in the ENWL Group's audited financial statements is provided below.

The adjusted financial measures used are:

APM	Definition of APM	Reconciliation ¹	Rationale for inclusion
Capital expenditure (Capex)	Capital Expenditure represents total additions to property, plant and equipment and intangible assets.	Additions to property, plant and equipment, plus additions to intangible assets. Full reconciliation provided in the table below.	Measure of capital investment in the business.
Interest cover ratio	Interest cover ratio represents the operating profit from continuing operations divided by net interest expense, adjusted for indexation and capitalisation of borrowing costs.	Operating profit from continuing operations divided the total of net interest expense, less amounts relating to indexation, accretion and the capitalisation of borrowing costs. Full reconciliation provided in the table below.	Measure of how much cash is generated in the business relative to the debt service costs.
Net debt	Net debt represents the gross levels of borrowings, less cash.	Current borrowings, plus non-current borrowings less cash and cash equivalents. Full reconciliation provided in the table below.	Measure of financial indebtedness.
Adjusted Net Debt	Adjusted Net Debt represents Net Debt, adjusted to reflect debt held at fair value and the amortised cost to outstanding principal, plus accretion on derivatives, less cash not available for distribution, less cash arising as a result of overpayment.	Net debt, restated to reflect debt held at fair value and the amortised cost to outstanding principal, plus accretion on derivatives, less cash not available for distribution, less cash arising as a result of overpayment. Full reconciliation provided in the table the below.	Measure of financial indebtedness.
Adjusted Net debt to Regulated Asset Value ("RAV") ratio	Adjusted Net debt to RAV represents Adjusted Net Debt divided by RAV.	Adjusted Net Debt divided by Nominal RAV. Full reconciliation provided in the table the below.	Measure of financial indebtedness.
RAV	RAV is the regulated asset base of the company as determined and published by Ofgem in November 2021. All values are expressed in 2012/13 prices.	Regulated asset value base of the company as determined and published by Ofgem in November 2021. All values are expressed in 2012/13 prices.	Measure of regulatory performance.
Nominal RAV	RAV, adjusted to take account of inflation.	RAV adjusted to take account of inflation (Retail Price Index ("RPI") at the relevant date divided by average 2012/2013 price index 244.675). Full reconciliation provided in the table below.	Measure of regulatory performance.

¹ Reconciliations are made to Electricity North West Limited's audited consolidated annual financial statements (including the auditors' report thereon and the notes thereto) for the financial years ended 31 March 2022, 31 March 2021, 31 March 2020, 31 March 2019 and 31 March 2018, unless otherwise stated.

A summary of ENWL's Capital Expenditure reconciliation is as follows:

	2018	2019	2020	2021	2022	2023 HY
Additions: Intangible assets	9.6	8.9	8.0	8.5	12.2	4.9
.....						
Additions: Property, plant and equipment	208.9	232.5	210.5	192.9	200.8	116.6
.....						
Capital Expenditure	218.5	241.4	218.5	201.4	213.0	121.5
.....						

A summary of ENWL's Interest Cover Ratio reconciliation² is as follows:

	2018	2019	2020	2021	2022	2023 HY
Total Interest Expense	73.1	56.6	54.4	54.3	73.5	75.0
Investment income	(1.0)	(0.4)	(0.1)	(0.9)	(0.4)	(0.1)
Indexation of index-linked debt.....	(15.3)	(11.4)	(10.2)	(5.7)	(25.2)	(25.8)
Accretion paid on index-linked swaps.....	(8.8)	-	-	-	-	(20.1)
Capitalisation of borrowing costs under IAS 23.....	1.0	1.1	1.1	0.9	1.0	0.3
Net Interest Expense	49.0	45.9	45.2	48.6	48.9	29.3
Operating profit.....	183.3	190.5	212.2	176.1	175.6	92.6
ICR.....	3.7x	4.2x	4.7x	3.6x	3.6x	3.2x

A summary of ENWL's Nominal RAV reconciliation³ is as follows:

	2018	2019	2020	2021	2022	2023 HY
RAV (from Ofgem PCFM, £m) (2012/13 prices).....	1,548.6	1,567.3	1,583.1	1,600.4	1,632.7	1,644.8
Inflation factor ⁴	1.137	1.165	1.196	1.213	1.322	1.421
Nominal RAV (£m).....	1,761.4	1,826.3	1,893.2	1,942.0	2,158.7	2,336.8

A summary of ENWL's Net Debt, Adjusted Net Debt and Adjusted Net Debt to Nominal RAV reconciliation is as follows:

	2018	2019	2020	2021	2022	2023 HY
Current Borrowings (£m).....	6.6	6.8	8.9	208.2	93.2	9.9
Long-term Borrowings (£m).....	1,230.7	1,161.8	1,196.7	1,264.1	1,192.9	1,332.6
Less: Cash and Cash equivalents (£m).....	(87.0)	(22.7)	(56.2)	(322.4)	(59.4)	(61.9)
Less: short-term money market deposits (Note 17 AR) (£m).....	-	-	-	-	-	-
Net Debt	1,150.3	1,145.9	1,149.4	1,149.9	1,226.7	1,280.6
Restatement of debt held at fair value and amortised cost to outstanding principal (£m).....	(112.1)	(37.1)	(33.1)	(27.2)	(22.3)	(19.4)
Accretion on derivatives (£m).....	36.8	46.5	54.9	59.6	89.4	99.1
Cash not available for distribution (£m).....	16.7	4.7	1.7	1.7	1.8	12.6
Cash arising as a result of an overpayment (£m).....	0.4	-	9.5	-	-	-
Adjusted Net Debt (£m)	1,092.1	1,160.0	1,182.4	1,184.0	1,295.6	1,372.9

² Reconciliations are made to Electricity North West Limited's audited consolidated annual financial statements (including the auditors' report thereon and the notes thereto) for the financial years ended 31 March 2022, 31 March 2021, 31 March 2020, 31 March 2019 and 31 March 2018.

³ Regulatory Asset Value ("RAV") means the regulatory asset value of ENWL for such date as determined by Ofgem in the electricity distribution Price Control Financial Model ("PCFM") published in November 2021 (at 2012/13 prices). Nominal RAV adjusts those figures to take account of inflation (based on RPI), calculated using the RPI index at the relevant date divided by average 2012/2013 price index 244.675).

⁴ Inflation factor is the RPI index at the relevant date divided by the average 2012/13 price index (244.675).

Nominal RAV (£m)	1,761.4	1,826.3	1,893.2	1,942.0	2,158.7	2,336.8
Adjusted Net Debt / Nominal RAV	62.0%	63.5%	62.5%	61.0%	60.0%	58.8%

OVERVIEW

This overview must be read as an introduction to this Prospectus and any decision to invest in the Bonds should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference.

Words and expressions defined in the "Terms and Conditions of the Bonds" below or elsewhere in this Prospectus have the same meanings in this overview.

The Issuer:	ENW Finance plc
The Guarantor:	Electricity North West Limited
Joint Lead Managers:	Banco Santander, S.A., Barclays Bank PLC, ICBC Standard Bank Plc and Morgan Stanley & Co. International plc
Trustee:	U.S. Bank Trustees Limited
The Bonds:	£425,000,000 4.893 per cent. Guaranteed Bonds due November 2032
Issue Price:	99.999 per cent. of the principal amount of the Bonds.
Issue Date:	Expected to be on or about 24 January 2023.
Use of Proceeds:	The net proceeds of the issue will be on-lent by the Issuer to ENWL pursuant to the Intercompany Loan Agreement and an amount equal to such net proceeds will be used by ENWL in accordance with its Green Financing Framework and as further described in " <i>Use and Estimated Net Amount of Proceeds</i> ".
Interest:	The Bonds will bear interest from 24 January 2023 at a rate of 4.893 per cent. per annum payable semi-annually in arrear on 24 May and 24 November in each year commencing on 24 May 2023.
Status and Guarantee:	The Bonds are senior, unsubordinated, unconditional and unsecured obligations of the Issuer. The guarantee is a senior, unsubordinated, unconditional and unsecured obligation of the Guarantor.
Form and Denomination:	<p>The Bonds will be issued in bearer form in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000.</p> <p>The Bonds will initially be in the form of a Temporary Global Bond, without interest coupons, which will be deposited on or around the Closing Date with a common safekeeper for Euroclear and Clearstream, Luxembourg. The Temporary Global Bond will be exchangeable, in whole or in part, for interests in a Permanent Global Bond without interest coupons, not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. The Permanent Global Bond will be exchangeable in certain limited circumstances in whole, but not in part, for Bonds in definitive form in the denominations of £100,000 each and integral multiples of £1,000 in excess thereof, up to and including £199,000 and with interest coupons attached.</p>
Final Redemption:	24 November 2032.
Optional Redemption:	The Issuer may, at its option, redeem the Bonds in whole or in part at a redemption price per Bond equal to (a) if the date fixed for

redemption falls in the period from but excluding 24 August 2032, to but excluding the scheduled maturity date, the principal amount of the Bond; or (b) otherwise, the higher of the principal amount of the Bond and an amount calculated by reference to the then yield of the 4.250 per cent. UK Treasury Stock due 7 June 2032 plus a margin of 0.25 per cent. as described under Condition 7(b) (*Redemption and Purchase - Redemption at the Option of the Issuer*). The Issuer may also, at its option, redeem the Bonds in whole but not in part at a redemption price per Bond equal to the principal amount of the Bond if a Substantial Purchase Event (as defined in Condition 3 (*Definitions*)) has occurred.

Put Event: Upon the occurrence of a Restructuring Event (as defined in Condition 11 (*Restructuring Event*)) leading to certain contemporaneous negative ratings action being taken by any relevant credit rating agency or agencies, each Bondholder shall have the option to require the Issuer to redeem the Bonds of such holder at a cash purchase price equal to the principal amount thereof plus accrued interest.

Tax Redemption: In the event of certain tax changes, the Issuer may redeem the Bonds in whole, but not in part, at any time at an amount equal to their principal amount, together with unpaid interest accrued to (but excluding) the date fixed for redemption, as more fully provided in Condition 7 (*Redemption and Purchase*).

Negative Pledge: The Bonds will have the benefit of a negative pledge as described in Condition 4 (*Negative Pledge*).

Cross Default: The Bonds will have the benefit of a cross default provision as described in Condition 10 (*Events of Default*).

Rating: The Bonds are expected to be rated BBB+ by S&P and A- by Fitch.

An obligation rated 'BBB' from S&P denotes adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation. The modifier “+” denotes the relative standing within the rating category.

(Source: <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352>)

An obligation rated 'A' by Fitch denotes expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifier “-” denotes the relative standing within the rating category.

(Source: <https://www.fitchratings.com/products/rating-definitions#ratings-scales>)

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (2) provided by a credit rating agency not established in the EEA but which is endorsed by a credit rating agency established in the EEA and registered under the EU CRA

Regulation or (3) provided by a credit rating agency not established in the EEA but which is certified under the EU CRA Regulation.

Similarly, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) provided by a credit rating agency not established in the UK but which is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK but which is certified under the UK CRA Regulation.

Withholding Tax:	All payments of principal and interest in respect of the Bonds and the Coupons made by or on behalf of the Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction 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 or on behalf of the UK, or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer or (as the case may be) the Guarantor shall pay such additional amounts as will result in receipt by the Bondholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required. See further Condition 8 (<i>Taxation</i>).
Governing Law:	The Bonds, the trust deed dated 24 January 2023 (the " Trust Deed "), the paying agency agreement dated 24 January 2023 (the " Paying Agency Agreement ") and the subscription agreement dated 20 January 2023 (the " Subscription Agreement ") will be governed by English law.
Listing and Trading:	Applications have been made for the Bonds to be admitted to listing on the Official List of the FCA and to trading on the London Stock Exchange.
Clearing Systems:	Euroclear and Clearstream, Luxembourg
Selling Restrictions:	See " <i>Subscription and Sale</i> ".
Risk Factors:	Investing in the Bonds involves risks. See " <i>Risk Factors</i> ".
ISIN:	XS2526885442
Common Code:	252688544

RISK FACTORS

Any investment in the Bonds is subject to a number of risks. Prior to investing in the Bonds, prospective investors should carefully consider risk factors associated with any investment in the Bonds, the business of the Issuer and the Guarantor and the industries in which each of them operates together with all other information contained in this Prospectus, including, in particular the risk factors described below. Words and expressions defined in the "Terms and Conditions of the Bonds" below or elsewhere in this Prospectus have the same meanings in this section.

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Bonds. Additional risks and uncertainties relating to the Issuer and the Guarantor that are not currently known to the Issuer and the Guarantor, or that either currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and the Guarantor and, if any such risk should occur, the price of the Bonds may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Bonds is suitable for them in light of the information in this Prospectus and their personal circumstances.

Factors that may affect the Issuer's ability to fulfil its obligations under the Bonds

The Issuer is a special purpose financing entity with no business operations of its own other than raising funding for the Guarantor

The Issuer is a special purpose financing entity within the North West Electricity Networks (Jersey) Limited group of companies. It has no business operations of its own, other than raising funding for ENWL through the issuance of external debt.

The proceeds of the issuance of the Bonds will also be on-lent to ENWL under an internal loan agreement between the Issuer and the Guarantor dated 20 January 2023 (the "**Intercompany Loan Agreement**"). After the Issue Date, other than the proceeds of the issuance of the Bonds, the Issuer's principal source of funds in order for it to make payment on the Bonds will be pursuant to the Intercompany Loan Agreement. The Issuer's dependence on payments from ENWL under the Intercompany Loan Agreement is subject to all the same risks relating to revenues and expenses to which ENWL and the ENWL Group are subject. Such risks could limit funds available to the Issuer to enable the Issuer to satisfy in full and on a timely basis its obligations under the Bonds.

Factors that may affect the business of the ENWL Group, the Issuer's ability to fulfil its obligations under the Bonds and the Guarantor's ability to fulfil its obligations under the Guarantee

Regulation of public distribution networks business

The electricity industry is subject to extensive regulatory obligations. ENWL is engaged in the public distribution networks business and is regulated by the Gas and Electricity Markets Authority ("**GEMA**"), which operates through its executive body, the Office of Gas and Electricity Markets ("**Ofgem**"). The principal objective of Ofgem, as set out in the Electricity Act 1989 as amended by the Utilities Act 2000, the Energy Act 2004, the Energy Act 2008, the Energy Act 2010, the Energy Act 2013, the Electricity and Gas (Internal Markets) Regulations 2011, the Energy Act 2016 and other legislation is to protect the interests of existing and future consumers in relation to electricity conveyed by distribution systems or transmission systems. Ofgem is required to carry out its functions under Part I of the Electricity Act 1989 in the manner it considers is best calculated to further the principal objective, wherever appropriate by promoting effective competition between persons engaged in, or in commercial activities connected with, the generation, transmission, distribution or supply of electricity or the provision or use of electricity interconnectors. In performing certain of its duties, Ofgem is required to have regard to the need to secure that all reasonable demands for electricity are met, the need to secure that licence holders are able to finance their statutory and licensed obligations, and to have regard to the need to contribute to the achievement of sustainable development.

Ofgem grants licences and enforces licence conditions, regulates quality of service and sets network price controls. The current price control (RIIO-ED1, "**ED1**") runs from 1 April 2015 to 31 March 2023. ED1 is the first electricity distribution price control to reflect the RIIO model (Revenue = Incentives + Innovation

+ Outputs) for network regulation. The next price control (RIIO-ED2, "**ED2**") is due to run from 1 April 2023 to 31 March 2028 and will involve a number of changes to the Licence.

Non-compliance with licence obligations can result in Ofgem taking enforcement action, which includes imposing financial penalties, issuing consumer redress orders and licence revocation. Although ENWL is not aware of any circumstances that would constitute a material breach of its statutory or licence obligations, there is a risk that any breach of such statutory or licence obligation may lead to enforcement action by Ofgem. If Ofgem deemed a failure to be so serious that severe penalties, enforcement orders or compensation payments were imposed on ENWL, it would have a significant negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds. Non-compliance is also likely to have a negative reputational impact for ENWL.

Ofgem also has formal powers to modify the distribution licences of DNOs, including ENWL. ENWL is not aware of any proposed material modifications to its distribution licence, save as in respect of ED2 (as discussed further below). In addition to the changes as a result of implementing ED2, there is no guarantee that Ofgem will not introduce any other material modification to ENWL's distribution licence, whether as part of ED2 or other measures in the future. This could have a significant negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Changes to the regulatory framework could also have significant impacts on the operation of the business and on ENWL's allowed revenues. ENWL published its ED2 business plan (the "**ED2 Business Plan**") in December 2021, setting out the planned business plan commitments and associated costs. Ofgem published its final determination (the "**Final Determination**") on 30 November 2022. The next price control is likely to be more challenging for ENWL, due in part to a reduction in the nominal cost of capital from ED1. However, ENWL's ED2 Business Plan and Ofgem's Final Determination shows there is expected to be sufficient headroom in covenants and sufficient resources available to the ENWL Group. If ENWL's revenues are lower than anticipated as a result of worse than expected operating performance in the context of the ED2 price control, this could have a significant negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Network Assets

There are significant risks associated with network assets owned by ENWL where failure could result in a loss of supply of electricity to customers. These include, without limitation, risks of damage to network assets caused by natural disasters and severe weather. Customer service and continuity and quality of supply are core regulatory requirements and poor performance in these areas can result in financial penalties imposed on ENWL as the owner of network assets or a requirement to compensate affected customers. Any such incidents could adversely affect ENWL's financial performance and its ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds and may also cause adverse publicity, negatively impacting the ENWL's reputation.

Rising demand

Network upgrades may not keep pace with increased demand for electricity due to a higher uptake in low carbon technology such as electric vehicles ("**EVs**") and heat pumps. Failure to upgrade the network appropriately could result in loss or unavailability of supply of electricity to customers. Customer service and continuity and quality of supply are core regulatory requirements and poor performance in these areas can result in financial penalties imposed on ENWL as the owner of network assets or a requirement to compensate affected customers. Any such incidents could adversely affect ENWL's financial performance and its ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds and may also cause adverse publicity, negatively impacting ENWL's reputation.

Health and safety

Failure to comply with legislation, or a health and safety incident, could lead to prosecution by the Health and Safety Executive, which could result in ENWL being subject to penalties, reputational damage,

disruption of operations or criminal sanctions against ENWL, its directors and employees. ENWL is committed to achieving the highest standards of health, safety and welfare and to eliminating or minimising risks to employees, consumers, the public and the environment where reasonably practicable and applies robust management practices to all aspects of health, safety and welfare. However, failure to implement and maintain effective health and safety management and governance could result in a health and safety incident which may have a negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Environmental laws and regulations

ENWL is subject to laws and regulations relating to the safeguarding of the environment, relating to, amongst other things, standards for electricity supply. These laws and regulations expose ENWL to costs and liabilities relating to its operations and properties, whether current, including those inherited from predecessor bodies, or formerly owned by ENWL and sites used for the disposal of its waste.

Significant resources are committed towards ensuring compliance with these laws and regulations. Nevertheless, a major environmental impact incident could expose employees, contractors and third parties to the risk of injury, therefore exposing ENWL to potential liability and/or loss of reputation. In addition, breaches of applicable environmental laws or regulations could expose ENWL to penalties, claims for financial compensation and/or adverse regulatory consequences. Furthermore, environmental laws and regulations are complex and change frequently. The laws and regulations, and their enforcement, have tended to become more stringent over time. There can be no assurance that costs of compliance with applicable environmental standards and regulations will not increase and any such increase could adversely affect ENWL's financial performance and its ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

IT Systems

ENWL's business is heavily reliant on information technology ("IT") systems. There is a risk that key IT infrastructure, networks or systems of ENWL's business are compromised or otherwise rendered unavailable, due to software or hardware issues, including telecoms network and connectivity and power supplies, malicious cyber-attack, breach of information security rules, poor management of resilience expertise, employee and contractor understanding and awareness of information security requirements (such as the General Data Protection Regulation (Regulation (EU) 2016/679, including such regulation as implemented into UK domestic law following the UK's departure from the EU (Brexit))).

Due to advances in the sophistication and prevalence of cyber-attacks and fast-paced technological advancements, computing capabilities and other developments, there can be no certainty that ENWL's security measures will be sufficient to prevent breaches which could result in legal liability, negative publicity and/or regulatory action against ENWL, any of which could have a material adverse effect on its business and its ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Insurance

ENWL seeks to maintain insurance cover on all its key property and liability exposures to a level consistent with sound business practice, using appropriate insurance products and providers, including self-insurance where applicable. However, the insurance market is volatile, and it is not always possible to obtain appropriate cover at commercially acceptable premia or at all, which means that ENWL may not always be able to obtain or renew insurance cover in respect of some risks. If one or more major incidents were to occur which were not covered, or not adequately covered, by insurance, this could adversely affect ENWL's financial position and could have a significant negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Events beyond Issuer's control

Damage to infrastructure

ENWL may be affected by potential events that are largely outside its control such as the impact of extreme weather (including as a result of climate change), unlawful or unintentional acts of third parties (including contractors) or employees or force majeure. Terrorist attacks, sabotage, cybercrime or other intentional acts may also damage its assets or otherwise significantly affect corporate activities.

Whilst ENWL has in place measures to manage the risk that it sustains an adverse financial impact through inability to carry on its operations and has in place business continuity and IT disaster recovery plans, the risk remains that any failure or interruption could cause ENWL to fail to meet agreed standards of service or be in breach of a licence, approval, regulatory requirement or contractual obligation and could result in adverse regulatory, reputational and financial consequences and therefore adversely affect ENWL's ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Financial risk

ENWL depends on being able to access financial markets to finance its operations and to refinance existing indebtedness as it becomes due. As evidenced during the Covid-19 pandemic, financial markets can be subject to periods of volatility and shortages of liquidity. The stability of the global economy and financial institutions remains uncertain (including as a result of the current high-inflation environment and resultant impact on the cost of living for consumers) and if ENWL were unable to access the capital markets or other sources of finance at competitive rates for a prolonged period, this could adversely affect the ability of ENWL to meet its funding requirements, which could have a significant negative impact on the ability of ENWL to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

ENWL is also exposed to a variety of other financial risks, including interest rate, liquidity and taxation risk. Although these risks are, wherever possible, monitored, reported on and managed within a strict framework of controls and procedures, adverse market, political or legislative developments could result in these risks having a material adverse effect on ENWL's financial position.

Pensions

ENWL participates in both defined benefit (closed to new members on 1 September 2006) and defined contribution pension schemes. Further details of both schemes are set out in "*Description of the Guarantor*" below.

UK legislation requires the Trustee Board of the DB Scheme to carry out triennial valuations. The defined benefit scheme is currently in deficit and the deficit as at the last approved valuation date of 31 March 2019, was £69.5 million with the deficit recovery plan aiming to repay this deficit during the financial year ended 31 March 2023.

The deficit can be affected by a number of factors including asset volatility, bond yields, interest rates, volatility in the financial markets generally, inflation and life expectancy of scheme members and could result in ENWL being required to make higher ongoing contributions and/or deficit repair payments.

Under the electricity regulatory framework, the deficit repair payments relating to regulated distribution businesses' pre-2010 funding position are recovered through the price control on a pass-through basis, subject to a triennial economic and efficiency review. Cash contributions payable in respect of new benefit accrual in defined benefit schemes, along with cash contributions payable to any defined contribution arrangements are funded on an ex-ante allowance basis for each price control period, subject to benchmarking and efficiency tests.

In Ofgem's Final Determination publication, it was confirmed that the pre-2010 deficit would continue to be funded through the price control mechanism, subject to the triennial economic and efficiency review. If Ofgem deems under future efficiency reviews that any cash contributions have not been efficiently incurred, it may restrict the amount that can be recovered from customers in the future which could adversely affect ENWL's financial position and ENWL's ability to meet its obligations under the Intercompany Loan Agreement and the Guarantee and in turn, the Issuer's ability to meet its obligations (including the payment of principal and interest) under the Bonds.

Special Administration Regime for electricity distribution network operators ('DNO')

The Energy Act 2004 provides for a special administration regime for the holders of electricity distribution licences. This regime makes provisions for energy administration orders and is designed to ensure the uninterrupted operation of electricity networks essential to secure supply of electricity in the event of actual or threatened insolvency of such a licence holder.

An application for an energy administration order can only be made by the Secretary of State, or by Ofgem with the consent of the Secretary of State. Upon application, a court can only make an energy administration order if it is satisfied that the DNO is or is likely to be unable to pay its debts or that, on a petition from the Secretary of State under the Insolvency Act 1986, it would be just and equitable (aside from the objective of energy administration) to wind up the DNO in the public interest.

The making of an application for an administration order in respect of ENWL would give rise to a moratorium on the enforcement of debts against ENWL.

The energy administrator may preserve the DNO as a going concern or may transfer its undertaking as a going concern to one or more other companies. The objective of an energy administrator is to ensure that a DNO's distribution network is maintained and developed efficiently and economically and this objective takes precedence over the protection of the respective interests of members and creditors of the DNO and therefore could adversely affect the interests of the holders of the Bonds.

Risk Relating To The Bonds

There is no active trading market for the Bonds.

The Bonds are new securities which may not be widely distributed and for which there is currently no active trading market. If the Bonds are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor. Although application has been made for the Bonds to be admitted to listing on the Official List of the FCA and to trading on the London Stock Exchange, there is no assurance that such application will be accepted, that the Bonds will be so admitted, or that an active trading market will develop or, if developed, that it will continue. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Bonds. If the Bonds are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor as the case may be.

The Bonds may be redeemed prior to maturity.

In the event that, as a result of a change in law or regulation after 20 January 2023, the Issuer or the Guarantor would be obliged to increase the amounts payable in respect of any Bonds due to any withholding or deduction 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 or on behalf of the UK or any political subdivision thereof or any authority therein or thereof having power to tax, and such obligation cannot be avoided by reasonable measures, the Issuer may redeem all outstanding Bonds in accordance with the Conditions.

In addition, the Conditions provide that the Bonds are redeemable at the Issuer's option in certain other circumstances and accordingly the Issuer may choose to redeem the Bonds at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Bonds and may only be able to do so at a significantly lower rate. In certain circumstances, an optional redemption feature is likely to limit the market value of the Bonds. For example, during any period when the Issuer may elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

Because the Global Bonds are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer and/or the Guarantor.

The Bonds will be represented by the Global Bonds except in certain limited circumstances described in the Permanent Global Bond. The Global Bonds will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Bond, investors will not be entitled to receive definitive Bonds. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Bonds. While the Bonds are represented by the Global Bonds, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg and their participants.

The Issuer and the Guarantor will discharge their payment obligations under the Bonds by making payments to or to the order of the common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Bonds must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Bonds. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Bonds.

Holders of beneficial interests in the Global Bonds will not have a direct right to vote in respect of the Bonds. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Minimum Denomination

As the Bonds have a denomination consisting of the minimum denomination plus a higher integral multiple of another smaller amount, it is possible that the Bonds may be traded in amounts in excess of GBP 100,000 (or its equivalent) that are not integral multiples of GBP 100,000 (or its equivalent). In such case a Bondholder who, as a result of trading such amounts, holds a principal amount of less than the minimum denomination may 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 its holding amounts to the minimum denomination.

Credit Rating

The Bonds are expected to be rated upon issue "BBB+" by S&P and "A-" by Fitch. On 23 December 2022, S&P revised the outlook of ENWL's credit rating from "stable" to "negative" (whilst affirming the overall credit rating of ENWL at BBB+). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Any adverse change in an applicable credit rating could adversely affect the trading price for the Bonds.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (2) provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (3) provided by a credit rating agency not established in the EEA which is certified under the EU CRA Regulation. Similarly, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

Modifications and waivers

The Conditions contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

Accordingly, there is a risk that the terms of the Bonds, the Conditions or the Trust Deed may be modified, waived or amended in circumstances where a Bondholder does not agree to such modification, waiver or amendment, which may adversely impact the rights of such Bondholder.

The Bonds may not meet investor expectations or requirements relating to green bonds

The Issuer and the Guarantor may apply the proceeds of the Bonds for projects that promote climate-friendly and other environmental purposes in accordance with the Guarantor's Green Financing Framework (the "**Green Financing Framework**") as defined under the "*Use and Estimated Net Amount of Proceeds*" section below. A prospective investor should have regard to the information set out in the section "*Use and Estimated Net Amount of Proceeds*" and determine for itself the relevance of such information for the purpose of an investment in such Bonds together with any other investigation it deems necessary.

No assurance is given by that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Financing Framework.

No assurance can be given that Eligible Green Projects (as defined in the Green Financing Framework) will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "**EU Taxonomy**") or Regulation (EU) 2020/852 as it forms part of domestic law in the UK by virtue of the EUWA). Each prospective investor should have regard to the factors described in the Guarantor's Green Financing Framework and the relevant information contained in this Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Bonds before deciding to invest. The Guarantor's Green Financing Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Prospectus. The Guarantor's Green Financing Framework does not form part of, nor is incorporated by reference, in this Prospectus.

DNV Business Assurance Services UK Limited has issued an independent opinion, dated 22 September 2022, on the Guarantor's Green Financing Framework (the "**Second Party Opinion**"). The Second Party Opinion provides an opinion on certain environmental and related considerations is a statement of opinion, not a statement of fact. No representation or assurance is given as to the suitability or reliability of the Second Party Opinion or any opinion or certification of any third party made available in connection with the Bonds. The Second Party Opinion and any other such opinion or certification is not intended to address any credit, market or other aspects of any investment in any Bond, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value of the Bonds. The Second Party Opinion and any other opinion or certification is not a recommendation to buy, sell or hold the Bonds and is current only as of the date it was issued. The criteria and/or considerations that formed the basis of the Second Party Opinion and any other such opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. As at the date of this Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. The Second Party Opinion and any other such opinion or certification does not form part of, nor is incorporated by reference, in this Prospectus.

Although the Bonds are intended to be listed or admitted to trading on the Sustainable Bond Market of the London Stock Exchange, no representation or assurance is given that such listing or admission satisfies any present or future investment criteria or guidelines with which such investor is required, or intends, to comply. Furthermore, it should be noted that the criteria for any such listing or admission to trading may vary over time. No representation or assurance is given or made that such listing or admission to trading will be maintained during the life of the Bonds.

While it is the intention of the Guarantor to apply an amount equivalent to the net proceeds of the Bonds for Eligible Green Projects and to report on the use of proceeds or Eligible Green Projects as described in "*Use and Estimated Net Amount of Proceeds*" section below, there is no contractual obligation to do so. There can be no assurance that any such Eligible Green Projects will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer or the Guarantor will be able to use

the proceeds for such Eligible Green Projects as intended. In addition, there can be no assurance that Eligible Green Projects will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated. None of a failure by the Issuer or the Guarantor to allocate the proceeds of the Bonds or to report on the use of proceeds or Eligible Green Projects as anticipated or a failure of a third party to issue (or to withdraw) an opinion or certification in connection with the Bonds or the failure of the Bonds to meet investors' expectations requirements regarding any "green", "sustainable", "social" or similar labels will constitute an Event of Default or breach of contract with respect to the Bonds and the Issuer will not be required, nor will the Bondholders be entitled to require the Issuer, to repurchase or redeem any Bonds in any such circumstances.

A failure of the Bonds to meet investor expectations or requirements as to their "green", "sustainable", "social" or equivalent characteristics including the failure to apply proceeds for Eligible Green Projects, the failure to provide, or the withdrawal of, a third party opinion or certification, the Bonds ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid or the failure by the Issuer and the Guarantor to report on the use of proceeds or Eligible Green Projects as anticipated, may have a material adverse effect on the value of the Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Bonds as a result of the Bonds not falling within the investor's investment criteria or mandate).

The Bonds are not linked to the performance of the Eligible Green Projects, do not benefit from any arrangements to enhance the performance of the Bonds or any contractual rights derived solely from the intended use of proceeds of such Bonds

The performance of the Bonds is not linked to the performance of the relevant Eligible Green Projects or the performance of the Issuer or the Guarantor in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Bonds and the Eligible Green Projects. Consequently, neither payments of principal and/or interest on the Bonds nor any rights of Bondholders shall depend on the performance of the relevant Eligible Green Projects or the performance of the Issuer or the Guarantor in respect of any such environmental or similar targets. Holders of Bonds shall have no preferential rights or priority against the assets of any Eligible Green Projects nor benefit from any arrangements to enhance the performance of the Bonds.

TERMS AND CONDITIONS OF THE BONDS

The following is the text of the terms and conditions of the Bonds which, subject to amendment, will be endorsed on each definitive Bond. Bonds in definitive form will only be issued in certain limited circumstances. For a summary of the provisions relating to the Bonds in global form, see "Summary of provisions relating to the Bonds in global form" below.

The £425,000,000 4.893 per cent. Guaranteed Bonds due November 2032 (the "**Bonds**"), which expression shall, unless the context otherwise requires, include any Further Bonds (as defined in Condition 3 (*Definitions*)) of ENW Finance plc (the "**Issuer**") are constituted by and subject to a trust deed dated 24 January 2023 (as the same may be amended and/or supplemented from time to time, the "**Trust Deed**") between the Issuer, Electricity North West Limited in its capacity as guarantor of the Bonds (the "**Guarantor**") and U.S. Bank Trustees Limited (the "**Trustee**", which expression shall, wherever the context so admits, include its successors as trustee under the Trust Deed) as trustee for the holders of the Bonds (the "**Bondholders**"). The statements in these Terms and Conditions include summaries of and are subject to, the detailed provisions of the Trust Deed. Copies of the Trust Deed and the Paying Agency Agreement dated 24 January 2023 (the "**Paying Agency Agreement**") between the Issuer, the Guarantor, Elavon Financial Services DAC (the "**Principal Paying Agent**") and any paying agent appointed thereunder (each a "**Paying Agent**" and together with the Principal Paying Agent, the "**Paying Agents**") and the Trustee will be available for inspection by Bondholders and the holders of the interest coupons appertaining to the Bonds (respectively, the "**Couponholders**" and the "**Coupons**") at the specified office(s) of each of the Paying Agents. The Bondholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the provisions of the Paying Agency Agreement applicable to them.

1. **Form, Denomination and Title**

The Bonds are serially numbered and in bearer form in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000, each with Coupons attached on issue. No definitive Bonds will be issued with a denomination above £199,000. Title to the Bonds and to the Coupons will pass by delivery. Bonds of one denomination may not be exchanged for Bonds of the other denomination. The holder of any Bond or Coupon 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 it, or its theft or loss) and no person will be liable for so treating the holder. No person shall have any right to enforce any term or condition of the Bonds or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

2. **Status of the Bonds and the Guarantee**

- (a) *Status of the Bonds:* The Bonds and Coupons constitute direct, unconditional and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds and the Coupons shall, subject as aforesaid and save for such obligations as may be preferred by laws that are both mandatory and of general application, at all times rank at least equally with all its present and future unsecured and unsubordinated obligations.
- (b) *Guarantee of the Bonds:* The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Bonds. This guarantee (the "**Guarantee**") constitutes a direct, unconditional and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligation of the Guarantor. The payment obligations of the Guarantor under the Guarantee shall, subject as aforesaid and save for certain obligations required to be preferred by laws that are both mandatory and of general application, at all times rank at least equally with all its present and future unsecured and unsubordinated obligations.

3. **Definitions**

"**Business Day**" means any day (other than a Saturday or Sunday) on which banks and other financial institutions are open for business in London.

"**Companies Act**" means the Companies Act 2006 as amended or re-enacted from time to time and all subordinate legislation made pursuant thereto.

"**Electricity Act**" means the Electricity Act 1989 as amended or re-enacted from time to time and all subordinate legislation made pursuant thereto.

"**Energy Act**" means the Energy Act 2004 as amended or re-enacted from time to time and all subordinate legislation made pursuant thereto.

"**ENWL Group**" means the Issuer, the Guarantor and each of the Guarantor's Subsidiaries from time to time.

"**Event of Default**" means any of the events set out in Condition 10 (*Events of Default*).

"**Fitch**" means Fitch Ratings Limited.

"**Further Bonds**" means all further bonds created and issued by the Issuer and guaranteed by the Guarantor in accordance with Condition 17 (*Further Bonds*) and/or for the time being outstanding or, as the context may require, a specific proportion thereof.

"**Issue Date**" means 24 January 2023.

"**Licence**" means the Guarantor's licence pursuant to Section 6(1)(c) of the Electricity Act with respect to the distribution of electricity to the North West of England and such other parts of Great Britain as approved by Ofgem from time to time.

"**Moody's**" means Moody's Investors Service Limited.

"**Ofgem**" means the Gas and Electricity Markets Authority and/or the Office of Gas and Electricity Markets, including their successor office or body, as appropriate.

"**Potential Event of Default**" means an event or circumstance which would with the giving of notice and/or the expiry of a grace period and/or the issuing of a certificate become an Event of Default.

A "**Put Event**" occurs on the date of the last to occur of (i) a Restructuring Event, (ii) a Rating Downgrade (which occurs in respect of such Restructuring Event), and (iii) the relevant Negative Certification.

"**Rating Agencies**" means S&P, Fitch and Moody's, and "**Rating Agency**" means any one of them.

"**Reference Gilt**" means the 4.250 per cent. Treasury Stock due 7 June 2032 or such other conventional (i.e. not index linked) UK Government Stock as the Issuer (with the advice of an independent financial institution of international repute appointed by the Issuer) may determine to be the most appropriate benchmark conventional UK Government Stock.

"**Relevant Indebtedness**" means any indebtedness (whether being principal, premium, interest or other amounts) in the form of or represented by notes, bonds, debentures, debenture stock, loan stock or other securities, whether issued for cash or in whole or in part for a consideration other than cash, and which, with the agreement of the person issuing the same, are quoted, listed or ordinarily dealt in on any stock exchange or recognised securities market.

"**Relevant Subsidiary**" means a Subsidiary of the Guarantor (a) in respect of which the Guarantor holds a majority of the voting shares in that Subsidiary, (b) in respect of which the Guarantor has the right to appoint or remove a majority of its board of directors and (c) carries on the Distribution Business or a *De Minimis* Business (each as defined in the Licence).

"**S&P**" means S&P Global Ratings UK Limited, a division of The McGraw-Hill Companies, Inc.

"**Security Interest**" means a mortgage, charge, lien, pledge or other security interest.

"**Subsidiary**" means a subsidiary within the meaning of the Companies Act.

"**Subsidiary Undertaking**" has the meaning ascribed thereto in Section 1162 of the Companies Act 2006 (but, in relation to the Relevant Company shall exclude any Subsidiary Undertaking whose accounts are not included in the then latest accounts), or (in the case of a Subsidiary Undertaking which has first become a Subsidiary Undertaking of a member of the ENWL Group since the date as at which such accounts were prepared) would not have been so included or consolidated if it had become so on or before that date.

A "**Substantial Purchase Event**" shall be deemed to have occurred if at least 80 per cent. of the aggregate principal amount of the Bonds originally issued (which for these purposes shall include any Further Bonds) have been purchased or redeemed by the Issuer, the Guarantor or any subsidiary of the Guarantor (and in each case cancelled in accordance with Condition 7(e) (*Redemption and Purchase - Cancellation*)).

4. **Negative Pledge**

So long as any of the Bonds remain outstanding (as defined in the Trust Deed), each of the Issuer and the Guarantor will ensure that none of its Relevant Indebtedness or the Relevant Indebtedness of any of their respective Subsidiaries nor any guarantee given by it or by any such Subsidiary of the Relevant Indebtedness of any other person will be secured by a Security Interest upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including any uncalled capital) of the Issuer, the Guarantor or any such Subsidiary unless the Issuer or, as applicable, the Guarantor shall, before or at the same time as the creation of the Security Interest, take any and all action necessary to ensure that:

- (a) all amounts payable by the Issuer under the Bonds, the Coupons and the Trust Deed or, as the case may be, all amounts payable by the Guarantor under the Guarantee and the Trust Deed are secured to the satisfaction of the Trustee equally and rateably with the Relevant Indebtedness or guarantee of Relevant Indebtedness, as the case may be, by such Security Interest; or
- (b) such other Security Interest or guarantee or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by the Issuer under the Bonds, the Coupons and the Trust Deed or, as the case may be, all amounts payable by the Guarantor under the Guarantee and the Trust Deed either (i) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders, or (ii) as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.

5. **Interest**

The Bonds bear interest from (and including) the Issue Date at the rate of 4.893 per cent. per annum payable semi-annually in arrear on 24 May and 24 November in each year (each, an "**Interest Payment Date**"). Each Bond will cease to bear interest from the due date for redemption thereof, unless upon due presentation, payment of principal or premium (if any) is improperly withheld or refused. In such event, each Bond shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant holder and (ii) the day falling seven days after the Trustee or the Principal Paying Agent has notified Bondholders in accordance with Condition 14 (*Notices*) of receipt of all sums then due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holder under these Terms and Conditions). In these Conditions, the period beginning on and including 24 January 2023 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 is called an "**Interest Period**".

Where interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period the day-count fraction used will be the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the product of (1) the number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last) and (2) two. Interest in respect of each £1,000 in principal amount of the Bonds (the "**Calculation Amount**") for any period shall be

equal to the product of 4.893 per cent., the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest pence (half a pence being rounded upwards).

6. **Payments**

Payments of principal, premium (if any) or interest in respect of the Bonds will be made against surrender of Bonds or, in the case of payments of interest due on an Interest Payment Date, against surrender of Coupons, at the specified office of any Paying Agent by a sterling cheque drawn on, or at the option of the holder, by transfer to a sterling account maintained by the payee with a branch of a bank in the City of London, 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 8 (*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 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

Upon the due date for redemption of any Bond, all unmatured Coupons relating to such Bond (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Bond is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer or the Guarantor may require.

If the due date for redemption of any Bond is not an Interest Payment Date, interest accrued in respect of such Bond from (and including) the last preceding Interest Payment Date will be paid only against presentation and surrender of such Bond.

If the due date for payment of any amount in respect of any Bond or Coupon is not a business day, then the holder thereof shall not be entitled to payment of the amount due until the next following business day nor to any further interest or other payment in respect of such delay. The expression "**business day**" in this Condition means a day other than a Saturday or Sunday on which banks are open for business in the place where the Bond or Coupon is presented and, in the case of payment by transfer to a sterling account as referred to above, in the City of London.

The names of the initial Principal Paying Agent and the other initial Paying Agents and their initial specified offices are set out at the end of these Terms and Conditions. The Issuer and the Guarantor reserve the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents **provided that** the Issuer and the Guarantor will at all times maintain a principal paying agent. Notice of any such termination or appointment and of any changes in the specified offices of the Paying Agents will be given to the Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter. Under no circumstances will interest be payable in the United States of America or any possession of the United States of America.

7. **Redemption and Purchase**

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Issuer will redeem the Bonds on 24 November 2032 (the "**Maturity Date**") at their outstanding principal amount.
- (b) *Redemption at the option of the Issuer*: The Issuer may, having given not less than 10 nor more than 30 days' notice in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem the Bonds in whole (in the case of a redemption for a Substantial Purchase Event) or in whole or in part (in a principal amount of at least £5,000,000 or integral multiples thereof) at any time prior to the Maturity Date at a price equal to the Redemption Price together with interest accrued up to and including the date of redemption.

In this Condition, "**Redemption Price**" means:

- (i) Save as provided in paragraph (iii) below, in relation to any date fixed for redemption which falls in the period up to and including the date falling three months prior to the Maturity Date, the higher of the following:
 - (A) par; and
 - (B) that price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the Gross Real Redemption Yield (calculated as described below) on the Bonds, if they were to be purchased at such price on the second dealing day prior to the publication of the notice of redemption, would be equal to the sum of (i) 0.25 per cent. and (ii) the Gross Real Redemption Yield on such dealing day of the Reference Gilt, on the basis of the middle market price of the Reference Gilt prevailing at 11:00 a.m. on such dealing day, as determined by an investment bank of international repute selected by the Issuer; or
- (ii) in relation to any date fixed for redemption which falls in the period from but excluding the date falling three months prior to the Maturity Date to but excluding the Maturity Date, par; or
- (iii) in relation to any date fixed for redemption where a Substantial Purchase Event has occurred or prior to the date on which the Issuer delivers a notice of redemption to Bondholders, and **provided that** the Issuer has not redeemed any of the Bonds at a price above par at any time during the 12 months prior to the date fixed for redemption, par.

Any reference in these Terms and Conditions to principal shall be deemed to include any sum payable as the Redemption Price.

Notices of redemption will specify the date fixed for redemption, the applicable Redemption Price and, in the case of partial redemption, the aggregate principal amount of the Bonds to be redeemed, the serial numbers of the Bonds called for redemption, the serial numbers of the Bonds previously called for redemption and not presented for payment and the aggregate principal amount of the Bonds to remain outstanding after the redemption. Upon the expiry of any notice of redemption the Issuer shall be bound to redeem the Bonds called for redemption at the applicable Redemption Price. Any partial redemption of the Bonds shall be on the basis of selection by drawings by the Trustee in its absolute discretion.

"**Gross Real Redemption Yield**" means a yield expressed as a percentage and calculated on a basis consistent with the basis indicated by the UK Debt Management Office publication "Formulae for calculating Gilt Prices from Yields" published on 8 June 1998 with effect from 1 November 1998, page 5 and updated on 15 January 2002 and 16 March 2005 and as further updated or amended from time to time.

- (c) *Redemption for tax reasons:* If, as a result of any change in, or amendment to, the laws or regulations of the UK or any political sub-division of, or any authority in, or of, the UK having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective after 20 January 2023, the Issuer or the Guarantor (if a demand were made under the Guarantee) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) (and such amendment or change has been evidenced by the delivery by the Issuer or, as applicable, the Guarantor to the Trustee (who shall accept such certificate as sufficient evidence thereof) of a certificate signed by two Directors of the Issuer or, as applicable, the Guarantor stating that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), describing the facts leading thereto and stating that such obligation cannot be avoided by the Issuer or, as applicable, the Guarantor taking reasonable measures available to it) the Issuer may at its option, having

given not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), redeem all the Bonds (other than Bonds in respect of which the Issuer shall have given a notice of redemption pursuant to Condition 7(b) (*Redemption at the option of the Issuer*)) prior to any notice being given under this Condition 7(c)), but not some only, at their outstanding principal amount together with interest accrued to (but excluding) the date of redemption, **provided that** no notice of redemption shall be given earlier than 90 days before the earliest date on which the Issuer or the Guarantor would be required to pay the additional amounts were a payment in respect of the Bonds (or, as the case may be, the Guarantee) then due.

- (d) *Purchase*: The Issuer, the Guarantor or any of their respective Subsidiaries may at any time purchase or otherwise acquire Bonds (**provided that** all unmatured Coupons are attached thereto or are surrendered therewith) at any price in the open market or otherwise.
- (e) *Cancellation*: All Bonds which are redeemed pursuant to this Condition by the Issuer shall be cancelled (together with all relative unmatured Coupons attached thereto or surrendered therewith) and accordingly may not be reissued or resold. Bonds purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may be held or reissued or resold or surrendered for cancellation.

8. **Taxation**

- (a) All payments in respect of the Bonds and Coupons by or on behalf of the Issuer or the Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of the UK, or any political subdivision of, or authority in, or of, the UK having power to tax, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer or (as the case may be) the Guarantor will pay such additional amounts as may be necessary in order that the net amounts received by the Bondholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Bonds or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Bond or Coupon:
 - (i) to, or to a third party on behalf of, a holder who is liable to the Taxes in respect of the Bond or Coupon by reason of such holder having some connection with the UK other than the mere holding of the Bond or Coupon; or
 - (ii) to, or to a third party on behalf of, a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
 - (iii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days.
- (b) In these Terms and Conditions, "**Relevant Date**" means the date on which the payment first becomes due, but if the full amount of the money payable has not been received in London by the Principal Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Bondholders by the Issuer in accordance with Condition 14 (*Notices*).
- (c) Any reference in these Terms and Conditions to any amounts in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition or under any undertakings given in addition to, or in substitution for, this Condition 8 pursuant to the Trust Deed.

9. **Prescription**

Bonds and Coupons will become void unless presented for payment within periods of ten years and five years, respectively, from the Relevant Date for payment in respect thereof, subject to the provisions of Condition 6 (*Payments*).

10. **Events of Default**

If:

- (a) **Non-payment:** default is made in the payment of any interest, principal or premium (if any due) in respect of any Bond pursuant to Condition 7 (*Redemption and Purchase*), and the default continues for a period of 14 days (in the case of principal) or 21 days (in the case of interest); or
- (b) **Breach of obligations:** the Issuer or the Guarantor, as the case may be, fails to perform or observe any of its other obligations, covenants, conditions or provisions under the Bonds or the Trust Deed and (except in such cases where, in the opinion of the Trustee, such failure is incapable of remedy in which case no such notice or continuation as is hereinafter mentioned will be required) such failure continues for the period of 60 days following the service by the Trustee on the Issuer or the Guarantor, as applicable, of notice requiring the same to be remedied; or
- (c) **Cross-Default:** (A) any other present or future indebtedness of the Issuer or the Guarantor or any of its Relevant Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual default or event of default (howsoever described) (unless such default or event of default is waived or remedied within 30 Business Days), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer or the Guarantor or any of its Relevant Subsidiaries fails to pay when due or, as the case may be, within any originally applicable grace period, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised **provided that** the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) (*Cross-Default*) have occurred equals or exceeds the greater of £30,000,000 or its equivalent in other currencies; or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or the Guarantor or any of its Principal Subsidiaries and is not discharged or stayed within 90 days; or
- (e) **Insolvency:** any of the Issuer or the Guarantor or any of its Subsidiaries is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any of its Subsidiaries.

For the purpose of this Condition 10(e) and in relation to the Guarantor only, Section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there was substituted "£250,000 (indexed)"; or

(f) **Winding-up:**

- (A) in respect of the Issuer, the Guarantor and any of the Principal Subsidiaries of the Guarantor, an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer, the Guarantor or any of the Principal Subsidiaries (as the case may be), or the Issuer, the Guarantor or any of the Principal Subsidiaries (as the case may be)

shall apply or petition for a winding-up or administration order in respect of itself or cease or through an official action of its board of directors threaten to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a solvent reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders or (ii) in the case of a Subsidiary of the Guarantor, whereby the undertaking and assets of the relevant Subsidiary are transferred to or otherwise vested in the Guarantor or another of its Subsidiaries. No Event of Default pursuant to this Condition 10(f) shall arise in respect of the solvent liquidation of any of the Guarantor's Subsidiaries which is dormant (as defined in Section 1169 of the Companies Act 2006); or

- (B) in respect of the Guarantor, an application is made under Section 156 of the Energy Act and is not dismissed within 60 days or an Energy Administration Order is made by a court under Chapter 3 of Part 3 of the Energy Act;

For the purpose of paragraphs (d), (e) and (f) above, "**Principal Subsidiaries**" means the Subsidiaries of the Guarantor, but excluding Electricity North West Number 1 Company Limited and the Nor Web JV Company.

- (g) **Illegality:** it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed; and
- (h) **Guarantee:** the Guarantee is not (or is claimed by the Guarantor not to be) in full force any effect, **provided that**, for the avoidance of doubt, this provision shall not apply where, substitution of the Guarantor in place of the Issuer occurs,

and, in the case of sub-paragraph (b), (d), (e) and (f), (except in the case of (d), (e) and (f), in the case of the Issuer or the Guarantor), the Trustee shall have certified in writing that the relevant event is in its opinion materially prejudicial to the interests of the Bondholders, the Trustee may at its discretion (and the Trustee shall on the request in writing of the holders of at least one quarter in principal amount of the Bonds then outstanding or upon being so directed by an Extraordinary Resolution of the Bondholders), by notice in writing to the Issuer and the Guarantor declare that the Bonds are, and they shall accordingly thereby forthwith become, immediately due and repayable at their principal amount together with accrued interest (as provided in the Trust Deed), **provided always that** the giving of any notice in relation to any Event of Default shall not operate as a waiver of any of the Trustee's rights (including the right to give a further notice) or prevent the Trustee from giving a further notice in the manner referred to above in relation to that Event of Default at any time thereafter.

So long as any of the Bonds remain outstanding the Issuer or the Guarantor will, forthwith upon becoming aware of any Event of Default or Potential Event of Default, give notice in writing thereof to the Trustee.

11. **Restructuring Event:**

- (a) Upon the occurrence of a Restructuring Event (as defined below) Bondholders may require the Issuer to redeem, or at the option of the Issuer, purchase (or procure the purchase of) their Bonds in accordance with this Condition 11 if:
 - (i) a Rating Downgrade in respect of such Restructuring Event occurs; and
 - (ii) an Independent Financial Adviser has certified in writing to the Trustee that such Restructuring Event is, in its opinion, materially prejudicial to the interests of Bondholders (a "**Negative Certification**"),

provided that prior to any Negative Certification being issued, an event shall be deemed not to be a Restructuring Event if, notwithstanding the occurrence of a Rating Downgrade, the rating for the time being assigned to the Bonds by any Rating Agency is subsequently increased to, or, as the case may be, there is assigned to the Bonds or any other unsecured, unguaranteed and unsubordinated

debt obligation of the Guarantor having an initial maturity of five years or more by any Rating Agency, an investment grade rating (BBB-/Baa3 or their respective equivalents for the time being) or better.

Any Negative Certification shall, in the absence of any manifest error, be conclusive and binding on the Trustee, the Issuer, the Guarantor and the Bondholders and the Trustee shall be entitled to accept the Negative Certification as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above.

(b) In these conditions:

"Independent Financial Adviser" means a financial adviser appointed by the Issuer and the Guarantor (at the expense of the Issuer) and approved by the Trustee or, if the Issuer and the Guarantor shall not have appointed such an adviser within 21 days after becoming aware of the occurrence of a Restructuring Event and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction, appointed by the Trustee following consultation with the Issuer and the Guarantor where practicable in the circumstances.

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Restructuring Event if, within 60 days of the occurrence of a Restructuring Event, the rating assigned to the long-term unsecured, unguaranteed and unsubordinated debt obligations of the Guarantor (whether provided by a Rating Agency at the invitation of the Guarantor or at its own volition) immediately prior to the announcement of such Restructuring Event is withdrawn or reduced from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Bal, or their respective equivalents for the time being, or worse) or, if the rating assigned to the long-term unsecured, unguaranteed and unsubordinated debt obligations of the Guarantor for the time being by any Rating Agency immediately prior to such Restructuring Event is below investment grade (as described above), the rating is lowered at least one rating notch (for example, from BB+/Bal to BB/Ba2 or such similar lowering) and, in either case, if the Rating Agency making the Rating Downgrade announces or publicly confirms, or informs the Bondholders and the Trustee in writing, that the Rating Downgrade was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of the applicable Restructuring Event.

"Restructuring Event" means the occurrence of any of the following events:

- (i) (i) the Regulator (or any successor) giving the Guarantor written notice of any revocation of the Licence or (ii) the Guarantor or any subsidiary agreeing in writing with the Regulator (or any successor) to any revocation or surrender of its Licence or (iii) any legislation (whether primary or subordinate) is enacted terminating or revoking the Licence of the Guarantor, except in any such case in circumstances where a licence or licences on substantially no less favourable terms is or are granted to the Guarantor or a wholly-owned subsidiary of the Guarantor and in the case of such relevant subsidiary at the time of such grant it either executes in favour of the Trustee an unconditional and irrevocable guarantee in respect of the Bonds substantially in the same form as the Guarantee, or becomes the primary obligor under the Bonds; or
- (ii) any material rights, benefits or obligations of the Guarantor as an electricity distribution network operator under the Licence or any material terms of the Licence are modified (whether not with the consent of the Guarantor and whether pursuant to the Electricity Act 1989 (as amended) or otherwise but excluding an adjustment to prices) or any other material consents, licences or authorisations are revoked unless two directors of the Guarantor have certified in writing to the Trustee that: (i) the modified terms and conditions would not have a material adverse effect on the ability of the Guarantor to fulfil its obligations under the Guarantee; or (ii) any such revocation would not have a material adverse effect on the ability of the Guarantor to fulfil its obligations under the Guarantee; or

- (iii) any legislation (whether primary or subordinate) is enacted removing, reducing or qualifying in any material way the duties or powers of the Secretary of State (or any successor) and/or Ofgem (or any successor) (including without limitation any such legislation removing, reducing or qualifying such duties or powers under or pursuant to Section 15 of the Electricity Act 1989 (as amended)) unless two directors of the Guarantor have certified to the Trustee that such removal, reduction or qualification of any such duties or powers would not have a material adverse effect on the Guarantor.
- (c) Promptly upon the Issuer or the Guarantor becoming aware that a Put Event (as defined in Condition 3 (*Definitions*)) has occurred, and in any event not later than 14 days after the occurrence of a Put Event, the Issuer or the Guarantor (as the case may be) shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and (subject to it being indemnified and/or prefunded and/or secured to its satisfaction) if so requested by the holders of at least one-quarter in principal amount of the Bonds then outstanding shall, give notice (a "**Put Event Notice**") to the Bondholders in accordance with Condition 14 (*Notices*) specifying the nature of the Put Event and the procedure for exercising the put option.
- (d) To exercise the put option, the holder of a Bond must deliver such Bond to the specified office of any Paying Agent, on a day which is a business day (as defined in Condition 6 (*Payments*)) in London and in the place of such specified office falling within the period (the "**Put Period**") of 45 days after that on which a Put Event Notice is given, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "**Put Notice**") and in which the holder may specify a bank account complying with the requirements of Condition 6 (*Payments*) to which payment is to be made under this Condition. Each Bond should be delivered together with all Coupons appertaining thereto maturing after the day (the "**Put Date**") being the fifteenth day after the date of expiry of the Put Period, failing which any such missing Coupon will become void and no payment shall be made in respect of it. The Paying Agent to which such Bond and Put Notices are delivered shall issue to the Bondholder concerned a non-transferable receipt in respect of the Bond so delivered. Payment in respect of any Bond so delivered shall be made, if the holder duly specifies a bank account in the Put Notice to which payment is to be made on the Put Date, by transfer to that bank account and, in every other case, on or after the Put Date, in each case against presentation and surrender or (as the case may be) endorsement of such receipt at any specified office of any Paying Agent, subject in any such case as provided in Condition 6 (*Payments*). A Put Notice, once given, shall be irrevocable. For the purposes of Conditions 9 (*Prescription*), 10 (*Events of Default*), 12 (*Enforcement*), 13 (*Replacement of Bonds and Coupons*) and 15 (*Meetings of Bondholders, Modification and Waiver*) receipts issued pursuant to this Condition shall be treated as if they were Bonds. The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Bond on the applicable Put Date unless previously redeemed or purchased.

12. **Enforcement**

- (a) *Limitation on Bondholders*: Only the Trustee may pursue the remedies available under general law or under the Trust Deed to enforce the rights of the Bondholders and Couponholders and no such holder will be entitled to proceed against the Issuer or the Guarantor unless the Trustee, having become bound to act in accordance with the terms of the Trust Deed, fails to do so within a reasonable amount of time and such failure is continuing.
- (b) *Enforcement Proceedings*: At any time after amounts in respect of principal of and interest on the Bonds shall have become due and payable but are unpaid, the Trustee may, at its discretion, and without further notice but subject as mentioned below, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed in accordance with the terms thereof.

The Trustee shall only be bound to take proceedings pursuant to this Condition 12(b) if it has been indemnified and/or prefunded and/or secured to its satisfaction by the

Bondholders and if it has been so requested in writing by the holders of not less than 25 per cent of the principal amount outstanding (as defined in the Trust Deed) of the Bonds or has been so directed by an Extraordinary Resolution (as defined in the Trust Deed).

13. **Replacement of Bonds and Coupons**

Should any Bond or Coupon be lost, stolen, mutilated, defaced or destroyed it may, subject to all applicable laws and stock exchange requirements, be replaced at the specified office of the Principal Paying Agent (or such other Paying Agent as may be approved by the Trustee for such purpose) upon payment by the claimant of the expenses, taxes and duties incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

14. **Notices**

All notices to Bondholders shall be valid if published in a leading English language national daily newspaper (which is expected to be the *Financial Times*) or, if this is not practicable, in a leading English language daily newspaper with a circulation in Europe. Such notices 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 date of the first such publication. If publication is not practicable, notice shall be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition.

15. **Meetings of Bondholders, Modification and Waiver**

- (a) The Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution shall be one person holding or representing more than half in principal amount of the Bonds for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, except that, at any meeting the business of which includes the modification of certain of these Terms and Conditions and certain of the provisions of the Trust Deed (including altering the currency of payment of the Bonds or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-quarter, in principal amount of the Bonds for the time being outstanding. An Extraordinary Resolution passed at any meeting of Bondholders shall be binding on all Bondholders, whether or not they are present or represented at the meeting, and on all Couponholders.
- (b) The Trustee may, without the consent of the Bondholders or Couponholders, agree (i) other than in respect of Reserved Matters (as specified and defined in Schedule 5 to the Trust Deed), to any modification to these Terms and Conditions or to any of the provisions of the Trust Deed or to any waiver or authorisation of any breach or proposed breach by the Issuer or the Guarantor of these Terms and Conditions or of any of the provisions of the Trust Deed or determine that any event, condition or act which would otherwise be an Event of Default or Potential Event of Default shall not be so treated **provided that**, in the opinion of the Trustee, so to do would not be materially prejudicial to the interests of the Bondholders, and **provided further that** the Trustee will not do so in contravention of any express direction given by any Extraordinary Resolution or a written request made pursuant to Condition 10 (*Events of Default*) but no such direction or request will affect any previous waiver, authorisation or determination, or (ii) to any modification to these Terms and Conditions or to any of the provisions of the Trust Deed which is made to correct a manifest error or which is of a formal, minor or technical nature.
- (c) In connection with the exercise of its trusts, powers, authorities or discretions (including, but not limited to, any modification, waiver, authorisation or substitution) the Trustee shall

have regard to the interests of Bondholders as a class and, in particular, but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders and Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, the Guarantor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders, except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

- (d) Any modification to these Terms and Conditions or to any of the provisions of the Trust Deed or any waiver or authorisation of any breach or proposed breach by the Issuer or the Guarantor of these Terms and Conditions or any of the provisions of the Trust Deed shall be binding on the Bondholders and the Couponholders and, unless the Trustee agrees otherwise, any modification shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*).

16. **Substitution**

The Trustee may, without the consent of the Bondholders or Couponholders, agree with the Issuer and the Guarantor to the substitution of the Guarantor or any wholly-owned Subsidiary of the Issuer or the Guarantor in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Bonds, the Coupons and the Trust Deed, subject to the Trustee being of the opinion that the interests of the Bondholders will not be materially prejudiced thereby and certain other conditions set out in the Trust Deed (including, in the case of a Substitution of the Issuer with a company other than the Guarantor, a requirement that the Guarantee of the Bonds is fully effective in relation to the obligations of the new principal debtor under the Trust Deed) being complied with.

17. **Further Bonds**

- (a) Subject as mentioned below, power will be reserved to the Issuer to create and issue Further Bonds forming (or so as to form after the first payment of interest thereon) a single series with the Bonds **provided that** such issue shall be constituted by a deed supplemental to the Trust Deed (in such form as the Trustee may approve) and guaranteed by the Guarantor.
- (b) The Issuer shall not be entitled to exercise the power reserved in this Condition 17 (*Further Bonds*) while any default exists in relation to any payment by the Issuer of any amounts due under the Trust Deed.

18. **Trustee**

The Trust Deed contains provisions governing the responsibility of the Trustee and providing for its indemnification and relief from responsibility in certain circumstances, (including provisions relieving it from taking proceedings against the Issuer and/or the Guarantor unless indemnified and/or secured and/or prefunded to its satisfaction) and to be paid its costs and expenses in priority to the claims of the Bondholders. The Trustee may not resign its appointment unless a successor, willing to act in such capacity, has been appointed by the Issuer and the Guarantor (acting together) and the Bondholders by Extraordinary Resolution, **provided that** the Trustee shall not be prevented from resigning its appointment if, having given notice in writing to the Issuer and the Guarantor of its intention to so resign its appointment, a successor is not appointed within the period of three months from the date of such notice.

19. **Governing Law**

The Trust Deed, the Bonds and the Guarantee and any non-contractual obligations arising out of or in connection with the Trust Deed, the Bonds and the Guarantee are governed by, and shall be construed in accordance with, English law.

SUMMARY OF PROVISIONS RELATING TO THE BONDS IN GLOBAL FORM

The Bonds will initially be in the form of the Temporary Global Bond which will be deposited on or around the Closing Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Bonds will be issued in new global note ("NGN") form. On 13 June 2006 the European Central Bank (the "ECB") announced that bonds in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "Eurosystem"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Bonds in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Whilst the Bonds will be issued in NGN form, as at the date of this Prospectus, the Bonds are not expected to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem and the Bonds will be deposited with a common safekeeper. Should the Eurosystem eligibility criteria be amended in the future such that the Bonds are capable of meeting them the Bonds may then be deposited with one of the ICSDs as common safekeeper. This does not necessarily mean that the Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

The Temporary Global Bond will be exchangeable in whole or in part for interests in the Permanent Global Bond not earlier than 40 days after the Closing Date 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, interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

The Permanent Global Bond will become exchangeable in whole, but not in part, for Bonds in definitive form ("**Definitive Bonds**") in the denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000 at the request of the bearer of the Permanent Global Bond against presentation and surrender of the Permanent Global Bond to the Principal Paying Agent if either of the following events (each, an "**Exchange Event**") occurs: (a) Euroclear or Clearstream, Luxembourg 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 10 (*Events of Default*) occurs.

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 attached, 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 to or to the order of the Principal Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

In addition, the Temporary Global Bond and the Permanent Global Bond will contain provisions which modify the Terms and Conditions of the Bonds as they apply to the Temporary Global Bond and the Permanent Global Bond. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Temporary Global Bond and the Permanent Global Bond will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Temporary Global Bond or (as the case may be) the Permanent Global Bond to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Bonds. On each occasion on which a payment of principal or interest is made in respect of the Temporary Global Bond or (as the case may be) the Permanent Global Bond, the Issuer shall procure that the payment is noted in a schedule thereto.

Payments on business days: In the case of all payments made in respect of the Temporary Global Bond and the Permanent Global Bond "**business day**" means any day which is a day on which dealings in foreign currencies may be carried on in London.

Exercise of put option: In order to exercise the option contained in Condition 11 (*Restructuring Event*) the bearer of the Permanent Global Bond must, within the period specified in the Conditions for the deposit of the relevant Bond and put notice, give written notice of such exercise to the Principal Paying Agent, in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg and/or other relevant clearing system, specifying the principal amount of Bonds in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 7(b) (*Redemption at the option of the Issuer*) in relation to some only of the Bonds, the Permanent Global Bond may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Bonds to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg) as either a pool factor or a reduction in principal amount at their discretion.

Notices: Notwithstanding Condition 14 (*Notices*), while all the Bonds are represented by the Permanent Global Bond (or by the Permanent Global Bond and/or the Temporary Global Bond) and the Permanent Global Bond is (or the Permanent Global Bond and/or the Temporary Global Bond are) deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Bondholders in accordance with Condition 14 (*Notices*) on the date of delivery to Euroclear and Clearstream, Luxembourg.

USE AND ESTIMATED NET AMOUNT OF PROCEEDS

The net proceeds of the issue of the Bonds are expected to amount to £423,827,000 after deduction of the combined management and underwriting commission and the other expenses incurred in connection with the issue of the Bonds. The Issuer will on-lend the net proceeds of the issue to ENWL pursuant to the Intercompany Loan Agreement and such proceeds will be used by ENWL in the manner described below.

ENWL will (upon receipt of the net proceeds of the Bonds pursuant to the Intercompany Loan Agreement) use an amount equal to the net proceeds of the issue of the Bonds for the purposes of Eligible Green Projects as set out in the Guarantor's Green Financing Framework dated 22 September 2022, as such framework may be amended from time to time (the "**Green Financing Framework**"). ENWL will be able to use an amount equal to the net proceeds to finance or refinance Eligible Green Projects according to the Green Financing Framework, as further detailed below.

Eligibility Criteria

In the Green Financing Framework, "Eligible Green Projects" are those that were originated, approved, financed or have been completed no earlier than three years prior to the issuance of the Bonds, and which fall within the following categories (by reference to the categories in ICMA's Green Bond Principles (as defined below)):

- Renewable energy;
- Energy efficiency;
- Pollution prevention and control;
- Green buildings;
- Climate change adaptation;
- Environmentally Sustainable Management of Living Natural Resources and Land Use; and
- Clean Transportation.

ENWL may choose to extend the categories of Eligible Green Projects in the future. Any such changes will be documented in an updated Green Financing Framework and published accordingly on ENWL's website. Such changes will not apply to any financing previously raised based on existing versions of the Green Financing Framework.

Pending full allocation of an amount equivalent to the net proceeds of the Bonds to the Eligible Green Projects, the net proceeds (on-lent by the Issuer to ENWL) will be invested on a temporary basis in accordance with ENWL's relevant internal treasury policies, including for debt repayment and/or temporary treasury investments (including deposits with money market funds). ENWL intends to prioritise ESG aligned products for such temporary investments, where possible.

Should any Eligible Green Projects already allocated cease to meet the eligibility criteria, ENWL will remove such investment from the allocated amount and replace it with new Eligible Green Project(s).

External Verification

ENWL intend to commission a 'limited assurance' or external verification report regarding the allocation of the proceeds from the Bonds, as further outlined in the Green Financing Framework. Such report will be issued annually until all the proceeds of the Bonds have been fully allocated, confirming that an amount equal to the net proceeds of the Bonds have been allocated in compliance with the eligibility criteria set out in the Green Financing Framework.

The Green Financing Framework

ENWL believes that the Green Financing Framework is aligned with the International Capital Market Association's Green Bond Principles, 2021 (the "**ICMA's Green Bond Principles**"). This conclusion is confirmed by the second party opinion dated 22 September 2022 obtained by ENWL from DNV Business

Assurance Services UK Limited (the "**Second Party Opinion**"), an external environmental, social and corporate governance research and analysis provider, which confirms the alignment of the Green Financing Framework with ICMA's Green Bond Principles.

The Green Financing Framework may be viewed on ENWL's website at: <https://www.enwl.co.uk/globalassets/investor-relations/documents/green-finance-framework/green-financing-framework.pdf>

The Second Party Opinion may be viewed on ENWL's website at: <https://www.enwl.co.uk/globalassets/investor-relations/documents/green-finance-framework/green-financing-framework-assessment.pdf>

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Green Financing Framework or the Second Party Opinion and in particular as to whether any Eligible Green Projects will fulfil any green, environmental, sustainability, social or other criteria applied by any investor or other party.

The Second Party Opinion is not a recommendation to buy, sell or hold the Bonds. Prospective investors in the Bonds are recommended to read the risk factor entitled "*The Bonds may not meet investor expectations or requirements relating to green bonds*" herein.

Neither the Green Financing Framework nor the Second Party Opinion is incorporated in, and they do not form part of, this Prospectus.

DESCRIPTION OF THE ISSUER

The Issuer, ENW Finance Plc, was incorporated in England and Wales on 12 March 2009 (registered number 06845434), as a public company with limited liability under the Companies Act 1985. The registered office of the Issuer is at Electricity North West, Borron Street, Stockport, England, SK1 2JD. The telephone number for the Issuer is 0800 195 4141. The Issuer has no subsidiaries or employees.

1. Principal Activities

The principal objects of the Issuer are set out in Clause 4 of its Memorandum of Association and are, among other things: (i) to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages, pledges, liens or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Issuer or by the creation and issue of securities and financial instruments; (ii) to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, bills of lading, warrants, debentures and other instruments and securities, whether negotiable, transferable or otherwise; (iii) to enter into (whether directly or indirectly, as principal or agent, trustee or beneficiary) any guarantee, interest rate exchange transaction, currency exchange transaction, option, swaption, repurchase transaction, securities lending transaction, contract for differences, contract of indemnity or suretyship; and (iv) to distribute any of its property or assets among its creditors and members in specie or kind.

The Issuer acts as a financing company within the ENWL Group. It has no business operations of its own, other than raising funding for ENWL through the issuance of external debt. As at 30 September 2022 the Issuer had outstanding £300 million 1.415 per cent. Fixed Rate Notes due 2030 (the "**2030 Notes**"), the net proceeds of which were on-lent to ENWL through a loan agreement between the Issuer and the Guarantor (the "**Existing Intercompany Loan Agreement**"). The net proceeds of the issue of the Bonds will also be on-lent to ENWL through the Intercompany Loan Agreement.

The Issuer entered into an index-linked swap transaction with ENWL dated 5 August 2009 (the "**Issuer/ENWL Index-Linked Swap**"). The terms of the Issuer/ENWL Index-Linked Swap match the terms of selected existing swap transactions entered into by ENWL with external hedge counterparties. The Issuer and ENWL have entered into a further loan agreement dated 17 July 2009 (as amended and restated from time to time) which contains obligations on ENWL and the Issuer to make net payments to each other with the effect that the Issuer has no economic exposure to movements under the Issuer/ENWL Index Linked Swap.

The latest audited financial statements of the Issuer are for the year ended 31 March 2022 and the latest unaudited financials of the Issuer are for the six months ended 30 September 2022.

The Issuer will covenant to observe certain restrictions on its activities, which are detailed in the Trust Deed and the Conditions.

2. Directors and Secretary

The directors of the Issuer and their respective business addresses and other principal activities are:

Name	Business Address	Principal Activities
Ian Smyth	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Director
David Brocksom	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Director
Robert Holden	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Non-Executive Director

Sion Jones	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Peter O'Flaherty	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Genping Pan	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Takeshi Tanaka	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Masahide Yamada	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director

There are no potential or actual conflicts of interest between the private interests or other duties of the Directors of the Issuer and their duties to the Issuer.

The Issuer's board of directors (the "**Board**", the "**Board of Directors**") monitors potential and actual conflicts of interest in a conflicts register, and has processes to deal with them. Directors of the Issuer are required to disclose potential and actual conflicts of interest to the Board and the Board addresses potential and actual conflicts in accordance with legal requirements. If such conflicts exist, the relevant Director excuses themselves from consideration of the relevant matter.

As a matter of English law, each director of the Issuer is under a duty to act honestly and in good faith with regard to the best interests of the Issuer, regardless of any other directorships such director may hold.

3. Auditors

Deloitte LLP was previously appointed as auditor to the Issuer and their final audit opinion was for the year ended 31 March 2022. PricewaterhouseCoopers LLP has been appointed as auditor of the Issuer in September 2022. PricewaterhouseCoopers LLP is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

DESCRIPTION OF THE GUARANTOR

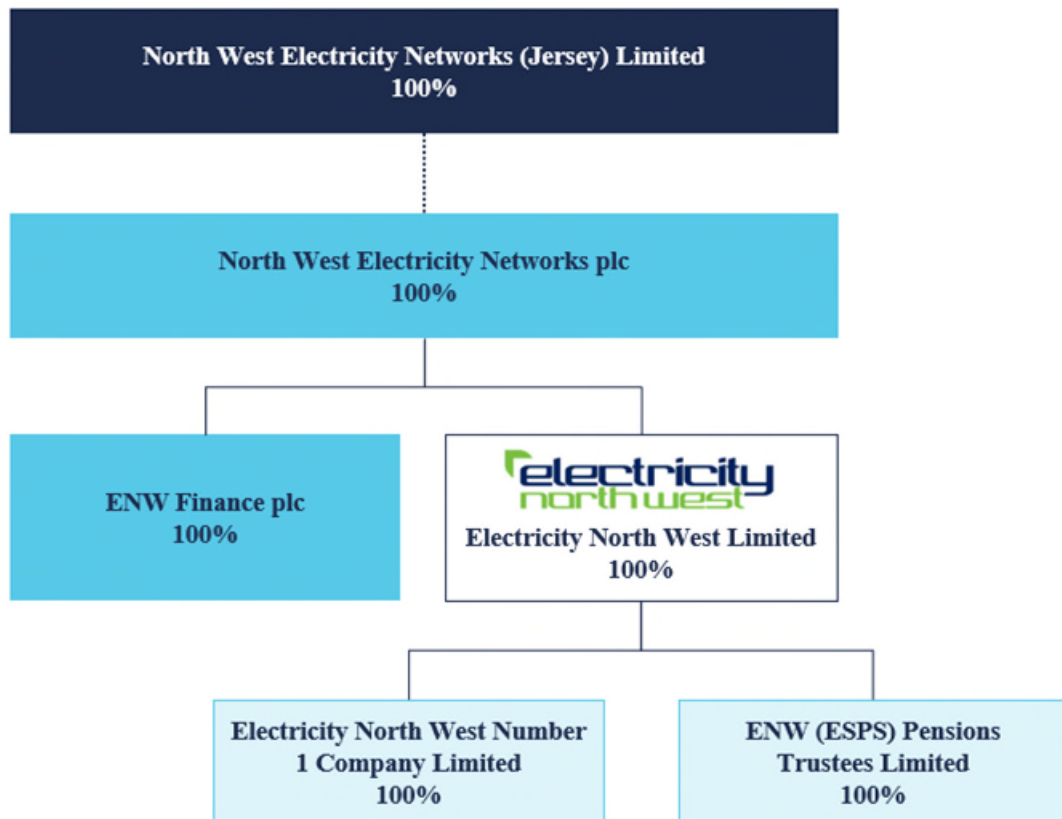
Background

Electricity North West Limited ("**ENWL**") was incorporated in England and Wales on 1 April 1989 (registered number 02366949) as a public company with limited liability under the name NORWEB plc, to succeed the North Western Electricity Board for the purposes of privatisation of the electricity industry in 1990. It was acquired by United Utilities plc (formerly North West Water Group plc) ("**UU**") in November 1995 and was renamed United Utilities Electricity plc in 2001. On 31 August 2007, it re-registered as a private company. On 19 December 2007, UU disposed of its interest in United Utilities Electricity Limited to North West Electricity Networks Limited and, on 20 December 2007, its name was changed to Electricity North West Limited. The registered office of ENWL is at Electricity North West, Borron Street, Stockport, England, SK1 2JD. The website of ENWL is <https://www.enwl.co.uk/>.

ENWL is a regulated electricity distribution network operator ("**DNO**"). The immediate parent undertaking is North West Electricity Networks plc ("**NWEN plc**"), a company incorporated and registered in the UK. The ultimate parent undertaking of the ENWL Group is North West Electricity Networks (Jersey) Limited ("**NWEN (Jersey)**"), a company incorporated and registered in Jersey. The shareholdings of NWEN (Jersey) are as follows: KDM Power Limited (40.0 per cent.); Equitix ENW 6 Limited ("**Equitix ENW**") (25.0 per cent.); Equitix MA North HoldCo Limited ("**Equitix MA**") (15.0 per cent.); and Swingford Holdings Corporation Limited ("**Swingford**") (20.0 per cent.). Equitix MA and Equitix ENW are each managed by Equitix Investment Management Limited ("**Equitix**").

This ownership structure has been in place since 3 December 2019, following a staged acquisition.

The figure below is a summary of the organisational structure showing certain holding companies and affiliated companies of ENWL. The full group structure includes certain affiliates of ENWL (not shown) that carry out non-regulated activities, such as construction, operation, maintenance and repair of high voltage assets.



Distribution Business

ENWL is one of the fourteen DNOs in England, Wales and Scotland, each of which is owned by one of six different DNO owners, including ENWL. Its distribution service area is in the north-west of England, and ranges between the city of Manchester and the Lake District National Park (which covers the Greater Manchester area, Lancashire, Cumbria and parts of Cheshire, Derbyshire and North Yorkshire). ENWL's electricity distribution network includes over 57,000 kilometres of overhead lines and underground cables, and almost 35,000 transformers.

ENWL's principal function is to own, invest in, operate and maintain the electricity network through which end-users receive a supply of electricity, and connect distributed generation and local storage. ENWL is also responsible for repair of the network in the event of a power cut or fault in order to restore electricity. ENWL receives electricity from National Grid's transmission network and locally connected generators; and distributes this to approximately 5 million end-users⁵ connected to its electricity distribution network on behalf of the electricity supply companies who are ENWL's principal customers. Approximately 21 terawatt hours of electricity are distributed to end-users each year. ENWL does not generate or trade electricity.

ENWL holds an electricity distribution licence granted by the Secretary of State under the Electricity Act 1989 authorising it to distribute electricity for the purpose of supply to premises. ENW is regulated by Ofgem, acting on behalf of the Gas and Electricity Markets Authority (GEMA).

ENWL Distribution Service Area Map



⁵ Source: ONS Lower layer Super Output Area population density data, October 2019

Financial Overview

For the year ended 31 March 2022, revenue increased to £472.8 million (£449.8 million for the year ended 31 March 2021), in line with the allowed Distribution of Use System ("**DUoS**") revenue under the ED1 price control. Operating profit was stable at £175.6 million for the year ended 31 March 2022 (£176.1 million for the year ended 31 March 2021), primarily reflecting the increase in revenue being offset by higher operational and support costs largely due to Storm Arwen and the return to pre Covid-19 investment levels. Capital investment in property, plant and equipment for the year ended 31 March 2022 was £200.8 million (£192.9 million for the year ended 31 March 2021). As at 31 March 2022, ENWL's Adjusted Net Debt to Nominal RAV Ratio was 60.0 per cent. (61.0 per cent. as at 31 March 2021, 62.5 per cent. as at 31 March 2020, 63.5 per cent. as at 31 March 2019 and 62.0 per cent. as at 31 March 2018) and its Interest Cover Ratio was 3.6 as at 31 March 2022 (3.6 as at 31 March 2021, 4.7 as at 31 March 2020, 4.2 as at 31 March 2019 and 3.7 as at 31 March 2018). For the year ended 31 March 2022, Capital Expenditure was £213.0 million (£201.4 million for the year ended 31 March 2021, £218.5 million for the year ended 31 March 2020, £241.4 million for the year ended 31 March 2019 and £218.5 million for the year ended 31 March 2018).

See "Recent Developments" for information in relation to the financial results of the Guarantor for the period ended 30 September 2022.

Regulatory Framework

Each of the fourteen licensed DNOs distributes electricity within its respective distribution service area.

As a DNO, ENWL is subject to regulation by Ofgem under the terms of the Electricity Act 1989 and its distribution licence. Ofgem has a duty to carry out its functions, including its price control functions, in a manner which it considers promotes value for money and protects the interests of consumers. In performing that duty, Ofgem must have regard to the need for efficient licence holders to be able to finance their regulated activities. In addition, DNOs have a duty to maintain an investment grade credit rating.

DNOs are subject to price controls, set and enforced by Ofgem, which limit the revenue that may be recovered and retained from their electricity distribution activities (by way of DUoS charges). The regulatory regime that has been applied to DNOs encourages companies to look for efficiency gains in order to improve profits.

The distribution price control formula determines the maximum revenue that the DNO is entitled to recover. It adjusts the revenue received by DNOs to reflect a number of factors, including, but not limited to, the rate of inflation (measured by the RPI in RIIO-ED1 and the consumer price index including owner occupiers' housing costs ("**CPIH**") in ED2) and the quality of service delivered by the DNO's distribution system. The price control formula has been, and may be, reviewed at Ofgem's discretion. The current price control has been set for a period of eight years (from 2015 to 2023) and the next price control period (ED2) will run for five years, from 2023 to 2028. The procedure and methodology adopted at a price control review are at the reasonable discretion of Ofgem. Ofgem's judgment of the future allowed revenue of DNOs has been based upon, among other things:

- efficient operating and capital costs;
- expected taxes;
- the value ascribed by Ofgem to the capital employed in the regulated business, the RAV, which takes account of network expenditure allowed by Ofgem;
- rate of return to be allowed on the RAV;
- financial ratios and licence requirements to maintain investment grade status;
- allowances in respect of the repair of the pension deficits in the defined benefit pension schemes sponsored by the DNO; and

- under / over-recoveries of revenues, relative to allowed revenues, in the previous price control period.

There is a common charging regime for all the DNOs, approved by Ofgem, which reasonably recovers the allowed revenue from customers. Changes to the common methodology are governed by the Distribution Connection and Use of System Agreement ("**DCUSA**"). Parties to DCUSA and parties authorised by Ofgem can propose changes to the common methodology.

A number of incentive schemes also operate within the price control period to encourage DNOs to provide an appropriate quality of service to end users, which can increase or decrease (by way of penalty payments) the DNO's allowed revenue during the period. Such incentive schemes for ED1 are described in further detail in the table below:

RIIO-ED1 Incentive	Definition	ED1 Performance to 31 March 2022
Totex (as defined below) Incentive Mechanism (" TIM ")	As part of setting price controls, Ofgem defines total expenditure (" Totex ") allowances for each of the DNOs, which is designed to encourage them to deliver their outputs at the lowest total cost, without preferring operational expenditure or capital expenditure. Totex underspends (i.e. actual cost savings) are shared between the companies and their customers.	After enduring value ⁶ adjustments, Totex for the year ending 31 March 2022 was £284.3 million compared to an Ofgem allowance of £314.3 million in outturn prices. From the beginning of ED1 to 31 March 2022, ENWL has reported a cumulative Totex outperformance of 6.5 per cent. (after enduring value adjustments).
Information Quality Incentive (" IQI ")	An efficiency incentive rate that rewards business plans and forecasts that are close to Ofgem's assessment of efficient expenditure i.e. the greater in similarity the higher the incentive rate.	ENWL has earned £10.4 million (2012/13 prices) in discretionary awards from Ofgem in relation to IQI outperformance for the first seven years of ED1.
Interruption Incentive Scheme (" IIS ")	A scheme which provides incentives to DNOs based on the average quality of services in terms of (i) number of interruptions to supply and (ii) the duration of the interruptions.	ENWL is the leading DNO Group in Customer Interruptions (CIs) ⁷ and achieved "best ever" measures in CIs in 2021/22, crystallising 16% and 30% reductions in Customer Minutes Lost and Customer Interruptions respectively since the start of ED1. ENWL's proactive investment in the use of network automation and innovative solutions has driven a network availability score of 99.995%.
Broad Measure of Customer	An incentive reward or penalty of +/- 1.5% of base revenues based on three core components of (i) a customer	According to customer satisfaction surveys, ENWL's customer satisfaction achieved an overall score

⁶ Enduring value is an adjustment made to a licensee's financial or operational performance to reflect true performance against regulatory targets. This could include any timing differences (past or future) on delivery when compared to the allowance, any future uncertainty mechanism claims, and any future close out mechanism adjustments.

⁷ Source - Ofgem's RIIO-ED1 Network Performance Summary 2020-21 at Figure 3

Satisfaction ("BMCS")	satisfaction survey, (ii) a complaints metric and (iii) an assessment of each DNO's stakeholder engagement and consumer vulnerability activities.	of 88.7 per cent. for 2021/22 (90.8 per cent. in 2020/21), which is close to the approximate 89 per cent. level required to earn the maximum level of incentive under ED1.
Incentive on Connections Engagement ("ICE")	A penalty-only incentive where DNOs are penalised if they have not met the minimum requirements for relevant market segments, such as metered demand connections, metered DG connections and unmetered connections. The maximum penalty under this incentive is 0.9% of base revenue.	ENWL has not received any penalties to date.
Time to Quote & Time to Connect	An incentive that aims to improve the average overall time taken to connect customers to the distribution system, measured against common targets. The maximum reward is 0.4% of base revenue per annum, per distribution licensee.	ENWL has earned £8.4 million (2012/13 prices) in discretionary awards from Ofgem in the first seven years of ED1 based on its outperformance in this area.
Losses Discretionary Award	A discretionary reward for loss reduction activities that are additional to those in the DNO strategies and give out as allowed revenue in the following year. The maximum reward across ED1 is £32m (2012/13 prices).	ENWL has earned £0.7 million (2012/13 prices) based on the first tranche of potential awards to be made in ED1.

Typically, in respect of ED1, the incentives will be collected two years after they are earned.

ENWL's investment programme is targeted at maintaining asset condition, ensuring that sufficient network capacity is available to meet the needs of its customers, as well as meeting the prescribed outputs over the price control period and improving the performance and reliability of its network in order to reduce customer interruptions and minutes lost. ENWL is the only DNO group to achieve all summary outputs set by Ofgem over the last five years.⁸ In the year ended 31 March 2022, ENWL achieved network availability of 99.995 per cent. Additionally, ENWL's Customer Interruptions (CIs) (i.e. the average number of interruptions per 100 customers) and Customer Minutes Lost (CMLs) (i.e. the average number of minutes for which customers were without supply during the year) were 25.8 (30.7 in 2020/21) and 27.4 (28.2 in 2020/21) respectively, outperforming the maximum targets set by Ofgem of 46.0 and 39.7 respectively.

Changes to the price controls can be made by GEMA without the consent of the DNO, but this is subject to a right of appeal by the DNO to the Competition and Markets Authority ("CMA") on specified grounds. Certain other interested parties also have the same right.

The next price control for electricity distribution, ED2, is set to run for five years from April 2023. ENWL published its ED2 Business Plan in December 2021, and Ofgem published its Final Determination in November 2022. Ofgem's RIIO-ED2 Statutory Licence Consultation runs from 14 December 2022 to 17 January 2023. It is expected that Ofgem will publish its final licences modification decision on 3 February

⁸ Source - Ofgem RIIO-ED1 Annual Reports.

2023 and, from the date of that decision, there will be a period of 20 working days during which ENWL has the option to apply for permission to appeal to the CMA, should that be deemed appropriate by ENWL.

The price control set for ED2 will have a material impact on ENWL, as it represents the framework under which ENWL allowed regulatory revenues will be determined until 2028, and decisions made by Ofgem in setting the ED2 price control are likely to impact on future price controls beyond 2028. The ENWL management team began preparations for the next price control well in advance, noting the importance of the outcome of the price control review. The ED2 Business Plan published in December 2021 was the result of customer engagement by ENWL and it sets out a plan to achieve net zero carbon emissions ("**Net Zero**") in the North West of England.

Ofgem's Final Determination included Totex allowances for ENWL of £1.7bn (at 2020/2021 prices) which represents a significant increase on ED1 on a per-annum basis, reflecting the industry's commitment to Net Zero. Nominal "Weighted Average Cost of Capital" has decreased, primarily due to a reduced regulatory Cost of Equity, however on a real cash basis (i.e, taking into account the effect of inflation), the cost of capital allowances in ED2 is actually higher than in ED1, albeit with RAV now indexed at CPIH rather than RPI (noting CPIH is generally expected to be lower than RPI). ENWL notes that in its Final Determination, Ofgem decided against implementing any changes to approach to inflation for ED2. The real weighted average cost of capital allowance will continue to be based on expected inflation and RAV indexation will continue to be based on outturn inflation. Ofgem will instead consider the issue in more detail on a cross-sectoral basis during 2023.

Ofgem monitors compliance by DNOs with their licence conditions. As well as imposing price controls, licence conditions govern terms of service, financial ring-fencing and the financial strength of the DNO, the provision of information to Ofgem and the public, the maintenance of transparency and non-discrimination, and the avoidance of cross-subsidy in the provision of regulated services. Ofgem also monitors and enforces DNO compliance with certain statutory duties set out in the Electricity Act 1989, including the duty to develop and maintain an efficient, coordinated and economical system of electricity distribution.

Ofgem is able to issue enforcement orders to and/or impose financial penalties on DNOs that contravene any licence condition and/or statutory duties under the Electricity Act 1989 (as amended), or which are failing to achieve a satisfactory performance in relation to the individual standards of performance. Any penalty imposed must be reasonable and may not exceed 10 per cent. of the DNO's revenue.

While the distribution licence may be terminated immediately in exceptional circumstances, such as in the event of insolvency proceedings, it otherwise continues indefinitely until revoked following no less than 25 years' written notice. Ofgem has formal powers to modify each distribution licence. ENWL may appeal against any modifications to its distribution licence on one or more specified grounds.

Summary of Final Determination

- **Cost of Capital:** Cost of capital pursuant to the Final Determination stands at 3.93% (stripped of CPIH) in ED2, as compared to 3.41% (stripped of RPI) in ED1.
- **Totex allowances:** £1,720 million, 32% higher than ED1 baseline run-rate and only 4% lower than ENWL's original ED2 Business Plan on an underlying basis.
- **Calculated revenues:** £2,062m, an increase of £197 million from Ofgem's draft determination (the "**Draft Determination**").
- **Ongoing efficiency:** 1.0%, being an improvement compared to the 1.2% at Draft Determination.
- **Equity allowance:** 5.23%, an increase of 48 basis points from the Draft Determination (4.75%).
- **Debt allowance:** 3.07%, an increase of 81 basis points from the Draft Determination (2.26%)

and now including a 6 basis point award for ENWL as an "infrequent issuer" and a 55 basis point calibration adjustment.

- **Common Incentive Package:** +2.85% / -3.89%, with the upside representing an improved opportunity of 0.7% as compared to the Draft Determination.
- **Totex Sharing Factor:** 49.4%, only 0.6% below the maximum of 50%.

RAV

RAV is the regulated asset base of the company as determined by Ofgem. The latest RAV values for the ED1 price control period, as outlined by Ofgem in its electricity distribution price control financial model published in November 2021, are shown in the following table. All values are expressed in 2012/13 prices. The base RPI index for the 2012/13 prices is based on an average RPI index published between April 2012 and March 2013 and is 244.675.

	Annual Values as at March (£m, 2012/2013 prices)							
	2016	2017	2018	2019	2020	2021	2022	2023
Opening RAV.....	1,526	1,538	1,534	1,549	1,567	1,583	1,600	1,633
Net additions (after disposals)	159	145	155	158	152	151	164	154
Depreciation	(148)	(149)	(141)	(139)	(136)	(134)	(132)	(130)
Closing RAV	<u>1,538</u>	<u>1,534</u>	<u>1,549</u>	<u>1,567</u>	<u>1,583</u>	<u>1,600</u>	<u>1,633</u>	<u>1,657</u>

The above values are subject to adjustment in ED1 to reflect the rate of inflation as measured by RPI (such adjusted figure being the Nominal RAV, as set out in the reconciliation table on page 6 of this Prospectus).

During the ED1 price control period, the RAV gearing ratios (Adjusted Net debt to RAV ratio) have been consistently less than the notional level of 65% set out in the ED1 price control, and therefore fall under the threshold for any tax clawback by Ofgem.

RAV values for the ED2 price control period commencing 1 April 2023 have been determined by Ofgem as part of the ED2 price control discussions and are set out in the Final Determination. These ED2 RAV values will continue to be updated over the course of ED2 to reflect changes in allowances, over/underspend against allowances, and inflation, among other factors.

Strategy

ENWL's long-term strategy is to operate the business in order to remain competitive by providing a high-quality and reliable service to its customers whilst keeping costs as low as reasonably practicable to meet the affordability challenges for customers.

ENWL operates a business model and strategy based on four pillars: (i) improving performance in respect of current regulatory targets, (ii) improving customer experiences and engagement, (iii) reducing and managing risk (financial or otherwise), and (iv) maximising long term delivery through efficiency and innovation.

ENWL believes its future strategy is aided by robust long-term fundamentals, such as its inflation-linked revenues and the fact (as a monopoly distribution network for the region) there is currently no comparable substitute for ENWL's services.

(i) Maximise ED1 performance

This pillar involves maximising performance in the short and medium-term to the end of ED1 and beyond.

ENWL has prioritised investment in the first half of ED1 so that the benefits can be seen in the second half of the period. For example, ENWL has invested in a number of innovation projects that support ENWL's objective of optimising ED1 performance. These projects include commissioning a new Network Management System ("NMS"), that affords more granular control of the network, at lower voltages, than its predecessor, and operates network automation to, for instance, automatically restart service. The NMS has already delivered a number of innovative technologies, including the CLASS (Customer Load Active System Services) control communication dashboard ("CLASS"). CLASS is a new technology which uses voltage controllers in substations to manage demand for electricity, a service which it provides to the ESO through a competitive market, reducing the need for additional generation during periods of peak demand, thereby reducing carbon emissions and contributing to lower customer bills.

The NMS system went live in 2021 and there is further ongoing investment in Active Network Management ("ANM") which will enable granular real time control of the network at all voltage levels.

(ii) Getting closer to the customer

ENWL recognises that engagement across all stakeholders, including end-customers, is increasingly important and places a significant emphasis on improving customer engagement to ensure it is well placed to meet end-users' changing needs.

Customer engagement

Ofgem's commitment to giving customers a stronger voice in setting outputs and shaping and assessing business plans for the ED2 period has required companies to establish Customer Engagement Groups (each, a "CEG"). The role of the CEGs is to scrutinise independently the relevant company's stakeholder engagement, with full access to the Board and the Executive Leadership Team ("ELT") to question them on how stakeholder engagement insight is informing the ED2 Business Plan.

ENWL holds annual strategic stakeholder advisory panels, with outputs provided to the Board supporting the development of the ED2 Business Plan and transition to the low-carbon economy. The ED2 Business Plan reflected a high level of customer engagement in developing the plan and consultation on the priorities in transitioning the network for Net-Zero.

Customer communication

ENWL has invested in its customer contact centre, customer service and IT systems in order to improve customer experiences.

According to customer satisfaction surveys, ENWL's customer satisfaction achieved an overall score of 88.7 per cent. for 2021/22 (90.8 per cent. in 2020/21), which is close to the approximate 89 per cent. level required to earn the maximum level of incentive under ED1. Customer satisfaction was impacted in 2021/22 due to the unusually high number and impact of storms over the winter, which resulted in unusually high call volumes. ENWL is focussed on plans to recover customer satisfaction to above 90 per cent..

Customer interface

ENWL believes that its relationship with customers is critical to achieving high levels of customer satisfaction. ENWL has taken direct control of key customer interfacing activities, such as domestic connections, planning of essential interruptions to customers' electricity and substation ground maintenance. ENWL is taking steps to ensure that, wherever possible, contact with customers is made directly and not through contractors.

ENWL is continuing to find ways to enhance the support provided to customers in vulnerable circumstances, including commencing a two year pilot project with Citizens Advice Manchester which has helped improve and target the support ENWL provides and develop strategy in this area.

ENWL has been able to provide more proactive support to Priority Service Register customers during the year, particularly during the winter storms. Due to the growing importance of this area ENWL has also added an additional ED1 business plan commitment which was endorsed by the vulnerability panel to ensure the outcomes of this partnership with Citizens Advice Manchester are delivered.

Worst served customers

ENWL, along with other DNOs, has made a concerted effort to reduce the number of 'worst-served customers' (i.e. customers who experience 12 or more higher voltage unplanned interruptions over a three-year period, with at least three higher voltage interruptions each year).

Through targeted investment, ENWL has reduced its number of worst-served customers (an Ofgem defined term). In 2021/22, there were 711 such customers, down from 774 in 2020/21. 179 of 2021/22's worst served customers were categorised as such directly due to Storm Arwen.

More vulnerable customers

There are a number of locations on the network where high concentrations of more vulnerable customers are found, including hospitals, nursing homes and sheltered housing. At these locations, ENWL has made focused investments to improve network reliability and automate restoration should a fault occur, including the provision of enhanced customer support.

Fuel poverty

A household which needs to spend more than 10 per cent. of its income to heat the home to an adequate standard of warmth is classified as fuel poor. ENWL is committed to continuing its investment programme so as to keep costs down for end-users. From the start of the regulatory period to 31 March 2021, ENWL shared over £50 million of efficiency savings with its customers via reduction in the cost of electricity. ENWL's average domestic bill for 2021/22 was £79, compared to the UK average of £95. The partnership with Citizens Advice Manchester is also targeting fuel poverty, and ensuring that customers who are already economically and socially disadvantaged are not left even further behind as the region moves to a zero carbon economy.

The ongoing energy crisis is putting significant pressure on customers' energy bills and is likely to increase fuel poverty both nationwide and for customers within ENWL's network. ENWL as a network operator does not generate or trade electricity, and annual allowed revenue is not directly related to the volume or unit price of electricity used by customers. However, ENWL does have ongoing schemes which are working to reduce electricity volumes used (and therefore customer energy bills). For example, the "Smart Street" programme uses technology in substations to subtly alter the amount of electricity flowing to homes, reducing consumption and saving customers' money without affecting their usage behaviour. This has been proven to reduce customers' energy consumption.

(iii) Reducing and managing risks

Governance

ENWL aims to manage risks through a clear risk policy set by the Board, with controls and policies consistently applied and overseen by the Health, Safety and Environmental Committee and the Audit Committee with the assistance of the Risk and Audit team.

Safety

The safety of ENWL's employees, contractors and customers remains a priority. ENWL's health and safety management system is certified to the international standards OHSAS 18001. Additionally, ENWL has set up asset risk management policies and an investment programme which seeks to ensure asset safety (i.e. the safety of employees, contractors and the public from the inherent risks of electrical assets). This includes investments to develop safety-enhancing technologies and techniques, such as blast bags which ENWL developed as a low cost, but effective, means by which the risk to the public of link-box failures can be mitigated.

Environment

The UK has set a target for net zero carbon emissions by 2050. The North West has gone further: Greater Manchester Combined Authority have set a target of 2038. ENWL considers that it has a key role in the drive to "Net Zero" (i.e. net-zero carbon dioxide emissions) in the North West of England and its published ED2 Business Plan is built around the statement "Our Plan to lead the North West to Net Zero". Moving society to Net Zero will involve replacing fossil fuels with electricity, for example using EVs instead of petrol/diesel vehicles, and heat pumps in houses instead of gas boilers. These changes require investment in the distribution network to enable the increased electrical demand.

Overall, ENWL's ED2 Business plan includes extensive asset replacement and maintenance, with over £1 billion direct network investment improving reliability, resilience and safety, including £300 million outlined for maintaining and repairing the network, during the ED2 period of 2023-2028.

Alongside an ongoing programme of investment working towards Net Zero, there are two initiatives to highlight which are currently and will expand to provide further environmental benefit by reducing the amount of electricity used/generated. Such initiatives are described in more detail below.

1. *Smart Street* – The programme mentioned above in the "Fuel Poverty" section, is an award-winning initiative currently being rolled out to reduce customers' electricity usage and bills by managing voltage on the local network. The initiative uses technology to subtly alter the amount of electricity flowing to homes without affecting customers' usage behaviour, and has been shown to reduce customers' energy consumption by up to 8 per cent.. Reducing energy consumption without any required changes in customer habits has a direct environmental benefit.
2. *CLASS* – The CLASS system temporarily reduces voltage at primary substations to reduce electricity demand from North West customers on the GB grid. This aids the National Grid Electricity System Operator in keeping the nationwide balance between supply and demand level. CLASS reduces the overall amount of generation needed for the GB grid, reducing overall carbon emissions. CLASS effectively replaces fossil-fuelled spinning reserve (such as diesel generators) with a zero-carbon low-cost alternative. At present ENWL is the only network business in the UK to provide this service for which it received income in a competitive market.

ENWL has a responsibility framework (the "**Responsibility Framework**") which articulates the ENWL Group's Corporate Social Responsibility Framework. The Responsibility Framework demonstrates that ENWL consider the social, environmental, and economic impact in decision making and that activities deliver a wide, positive, societal impact. Environment is a key pillar of the Framework. In the year ended March 2022, ENWL has progressed with its ambitious plan to tackle operational carbon footprint, and is proud to have continued the "Carbon Literacy journey" with the Carbon Literate Organisation and is now eligible for the silver accreditation. The creation of zero carbon buildings has seen the installation of energy saving and low carbon technologies at several sites and 103 electric vehicle chargers have been installed at depots. Additionally, colleague schemes have been introduced to transition company and personal cars to EVs, with 114 already taken up. In the year 2021/22 ENWL has continued to develop biodiversity and Net Zero commitments with the approval of a biodiversity action plan. In addition, a further two tree planting sites were identified for the 2021/22 season and a further eight sites were completed for the successful "Transforming our Spaces", wildflower and biodiversity programme.

ENWL's operations generally have a small direct environmental impact. However certain underground EHV cables are filled with a low-pressure liquid insulant. The pressure and leakage rates of these cables are continually monitored so that any leaks can be located and repaired as fast as reasonably practical. The insulant itself is biodegradable, but any leakage near watercourses presents an increased risk and is therefore carefully managed. Additionally, in common with other networks, certain items of the network use sulphur hexafluoride ("**SF6**"), a known potent greenhouse gas, as an insulant. ENWL operates a management system to monitor the use of SF6 and to intervene as quickly as is practicable to minimise any leakage of the gas.

ENWL operates a UK Accreditation Service scheme for environmental management and is certified to the environmental management systems standard ISO 14001:2015, which is designed to enhance environmental performance, fulfil compliance obligations and achieve environmental objectives. For more information on ENWL's approach to sustainability and the environment see "*Sustainability and Environment*" below.

Regulatory

ENWL faces both regulatory risks by reason of being a DNO and wider regulatory risks that all businesses face. The impact of the former is managed primarily through engagement with Ofgem and other governmental organisations, both as an industry through the Energy Networks Association ("**ENA**") and bilaterally. Wider regulatory risks are mitigated through engagement with relevant regulators and ensuring adherence to the legal requirements through policies, procedures and controls as well as effective training of ENWL's employees and contractors.

(iv) long term strategy

Early preparation and long term planning is an important area of focus for the ENWL management team. The draft ED2 Business Plan was published in June 2021, and the final ED2 Business Plan in December 2021. The preparation of the ED2 Business Plan has brought in a wide number of stakeholders both within and external to the business to ensure the plan reflects the ambitions and requirements of the network into the future. The ED2 Business Plan is focussed around the Net-Zero transition. The move to Net Zero/low carbon future will include increased demand on the network, such as from increased use of EVs and heat pumps. The ED2 Business Plan represents an increase in overall levels of investment to make this transition, which has been supported by substantial customer and stakeholder engagement throughout the development of the ED2 Business Plan. Ofgem have recognised the need for increased investment to support the low carbon future and their Final Determination for ED2 also reflects an increase in Totex levels compared to ED1 levels.

Transition to Distribution system operation

Distribution system operator ("**DSO**") refers to the distribution network operators (**DNOs**) such as ENWL– who currently deliver electricity from the grid to homes and businesses – taking on more of a system operator role at a regional level (such as the role undertaken by National Grid at a national level).

As part of the industry-wide transition to DSO, ENWL will take on a role in proactively managing the energy system in the North West, to lead the changes needed to decarbonise heat and transport and achieve net zero carbon emissions. This includes ensuring that the network is ready for ENWL's customers to connect EVs, heat pumps, solar panels, batteries, and other low carbon technologies and is one of the two main areas of activity during ED2 in achieving ENWL's commitment to leading the North West to Net Zero.

At an industry level, the debate about DSO continues and network operators (including ENWL) are looking at new processes and standardisation around DSO and whole system coordination.

In December 2021, ENWL established a new DSO directorate to facilitate the provision of DSO activities. These will position the business for the next stage of the Net Zero transition, and the directorate has been created with sufficient time ahead of the next price control period to enable it to become fully established in time to deliver ENWL's commitments for such period.

Enabling the continuation of strong performance against regulatory targets

ENWL recognises that strong performance against regulatory targets, such as CIs and CMLs, will subsequently lead to tighter targets and greater expectations from customers, stakeholders and regulatory bodies and continues to develop and invest in the business in a way that reflects this.

Sustainability and Environment

Climate change is a real and significant risk to all people globally, within the UK, and within the North West. ENWL is committed to decarbonisation and leading the North West to Net Zero by 2038. It is of critical importance that society takes action to limit and mitigate climate change and its impact and ENWL is a key facilitator in enabling others to decarbonise. Ensuring the network is able to supply all the electricity needs of consumers in the North West will empower society to replace fossil fuels in transport, heat, and other areas with electricity. As electricity generation mix is increasingly from renewable or green sources, this electrification will lead to lower carbon emissions.

The UK's commitment to decarbonisation is driving electricity generation to become renewable, intermittent and smaller scale.

As a DNO, ENWL expects to be a key partner in this transition and is working together with the local authorities in its region to drive this development. Additionally, ENWL is adapting to allow for more low-carbon generation sources such as wind and solar power to connect directly to the network.

At the start of the current regulatory period, ENWL made a commitment to customers to reduce its own carbon emissions, in tonnes CO₂ equivalent ("tCO₂e"), by 10 per cent. from a 2014/15 base year, by 2020. Through targeted investment in the efficiency of its buildings and other efficiency measures, the level of emissions reduction has exceeded this level. In 2020, the target year, emissions had been reduced by 26 per cent., to 18,051 tCO₂e, significantly outperforming the target. To date, emissions have been reduced by 38 per cent. from 2014/15 levels to 14,649 tCO₂e in the year ended 31 March 2022. In addition to this reduction, ENWL's CLASS innovation has reduced carbon-based generation in the economy, saving an estimated 4,500 tCO₂e.

Examples of what ENWL has achieved on Environment matters during the year to March 2022 include:

- Overall leakage of oil from cables was down 22 per cent. on the previous year, to 13,266 litres. This is a significant reduction and meets ENWL's ED1 business plan commitment target.
- Overhead lines in the national parks and areas of outstanding natural beauty were replaced with 5.7km of underground cable.
- ENWL continued to deliver its "Leading the North West to Zero Carbon" plan. The plan sets out how ENWL plans to decarbonise its operations and support the transition to a low carbon economy for the rest of the region. In particular, ENWL planned to invest £63.5 million between 2019-2023 to drive down its carbon emissions and help businesses, customers and employees to do the same.
- Zero breaches were recorded by the Environment Agency against environmental permits for the storage and treatment of electrical insulating oil, resulting in Band A ratings against all sites.

ENWL is a major employer in the North West of England and employs over 2,000 people in the region. ENWL also works with carefully selected local contract partners to support fluctuating work demands, providing even wider levels of employment for the region. ENWL is committed to building careers for its people providing secure, long term employment in an inclusive environment where everyone feels a sense of belonging.

ENWL has been an accredited Real Living Wage Employer since 2019 and contracts with the supply chain to honour the real living wage commitments for its people.

Employees are fundamental to the delivery of its services. ENWL aims to be a responsible employer and is proud to be one of the original six employers selected to move from being a supporter to members of the Greater Manchester Good Employment Charter. ENWL's values resonate with those of the Charter and the membership recognises our efforts in providing good workplace practices and commitment to continually improving employment standards within our organisation and helping others to do the same.

ENWL does not use zero-hour contracts as it recognises the value to its people of ensuring that they have security of income and are able to manage non-work commitments.

ENWL operates with openness and transparency to develop a first-class supply chain; one that is high performing, ethical and safe, whilst ensuring human rights are adhered to and supporting a sustainable environment. It aims to conduct all of its business relationships with integrity and expect the same from suppliers. ENWL works closely with a range of suppliers and contractors from many different countries, all of whom are required to adhere to ENWL's supply chain charter.

Customer Information

ENWL distributes electricity to end-users connected to its electricity distribution network on behalf of the electricity supply companies who are ENWL's principal customers.

In all regulatory periods to date, the permitted charges for distributing electricity have been directly related to the quantity of electricity distributed for the electricity supply companies which have contracts to supply energy to consumers' premises in ENWL's area, with the result that revenues are somewhat sensitive to changes in the demand for electricity in north-west England.

Demand for electricity is affected by such factors as growth and movements in population, social trends, economic and business growth or decline, changes in the mix of energy sources used by consumers, weather conditions, energy efficiency measures and other factors.

Variations in demand from end-users can affect the revenues that are received by ENWL in any year, but such variations have no effect on the total revenue that ENWL is allowed to recover over time as under or over recoveries against price-controlled revenues are carried forward into prices for future years.

DNOs remain directly insulated from the downward pressure on electricity bills given that they are agreed by Ofgem through the price control. Although DNO charges represent a small component of the overall bill, they are nonetheless significantly scrutinised. Of the typical domestic electricity bill charged by suppliers to North West customers, ENWL's costs made up approximately 13 per cent., at £79 per home per annum for the 2021/22 year (2021/22 price base). In conjunction with the drive towards Net Zero, ENWL's ED2 Business Plan intends to reduce the DNO charge component of bills by an average of up to £12.49 per year compared to ED1.

In addition to regulated revenues through DUoS charges, ENWL receives revenues to cover directly remunerated services ("**DRS**") which are directly charged to customers and third parties.

In recent years, there has been dramatic growth in the number of distributed generators seeking to connect to the distribution network. ENWL provides connection services to a range of distributed generation

customers, from small domestic-sized installations through to large business and industrial scale generation projects.

ENWL also offers an end-to-end connections service at the request of individual customers. Customers can also choose to use an Independent Connection Provider who will complete the work required and then transfer ownership of the equipment installed to ENWL to operate and maintain, or an Independent Distribution Network Operator who will complete the work, retain ownership and operate and maintain the equipment.

ENWL also provides other DRSs such as:

- diversion costs where ENWL has to move assets as a result of a customer's work, for example construction of a new highway;
- where a customer wishes to move their service position;
- revenue protection activities to combat theft of electricity;
- costs and revenues associated with CLASS services; and
- construction of assets for other DNOs or National Grid at shared sites.

Pensions

The ENWL Group's pension scheme, the Electricity North West Group of the Electricity Supply Pension Scheme ("**the Scheme**"), is administered by a trustee company, limited by shares, called Electricity North West Pension Trustees Limited, and referred to as the Group Trustee. The Electricity Supply Pension Scheme is an industry-wide multi-employer scheme which has 23 independent sections sponsored by companies formed following privatisation of the electricity industry. Each section is responsible only for its own liabilities.

The Scheme has a defined benefit section and a defined contribution section.

Defined Benefit scheme

The Defined Benefit Scheme (the "**DB Scheme**") is a UK-funded final salary arrangement providing pensions and lump sums to members and dependants. The DB Scheme has 6,409 members and was closed to new entrants on 1 September 2006. Since then, new employees have been provided with a defined contribution scheme.

UK legislation requires the Trustee Board of the DB Scheme to carry out triennial valuations. The DB Scheme is currently in deficit and the deficit as at the last approved valuation date of 31 March 2019, was £69.5m with the deficit recovery plan aiming to repay this deficit by March 2023.

Under IAS 19, the DB Scheme recognised a net surplus as at 31 March 2022 of £18.4 million and a net surplus of £96.7 million as at 30 September 2022 (£68.6 million deficit as at 31 March 2021 and £41.0 million deficit as at 30 September 2021). The main reasons for the movement are changes in financial and future mortality assumptions, and changes driven by the impact of pensioner buy-in during the year. The increase in the surplus as at 30 September 2022 was primarily driven by the increase in the discount rate assumption by 240 basis points driven by the market movement in corporate bond yields and a 10 basis points decrease in expected future inflation.

During 2021/22, the ENWL Group made contributions of £28.1 million (£28.5 million in 2020/21) to the DB Scheme. This includes £19.4 million (£18.9 million in 2020/21) of deficit repair contributions.

In addition to the timing of the two valuations set out above, the contributions made in the period and the return on assets, the main difference is due to the different assumptions used by the IAS 19 and the funding valuation. In the event of underfunding, the ENWL Group must agree a deficit recovery plan with the

Trustee Board within statutory deadlines. As part of the 2019 actuarial valuation the ENWL Group agreed to remove the shortfall by paying annual contributions to 2023.

Under the electricity regulatory framework, the deficit repair payments relating to regulated distribution businesses are treated as pass-through for pre-2010 liabilities, subject to efficiency reviews. For post-2010 these are treated as part of total employment costs.

Similarly, cash contributions payable in respect of new benefit accrual in defined benefit pension schemes along with cash contributions payable to any defined contribution arrangements will be benchmarked by Ofgem as part of total employment costs and will only be funded to the extent that they are deemed to be efficient.

Ofgem performs regular efficiency reviews of the DB Scheme and the deficit contributions payable to defined benefit pension schemes. If Ofgem deems that any cash contributions have not been efficiently incurred, it may restrict the amount that can be recovered from customers in the future. Ofgem's Final Determination continues the current funding mechanism into ED2.

Directors of ENWL

ENWL is managed by a Board of Directors comprising the following individuals:

Name	Business Address	Principal Activities
Ian Smyth	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Chief Executive Officer
David Brocksom	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Chief Finance Officer
Anne Baldock	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Independent Non-Executive Director
Alistair Buchanan	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Independent Non-Executive Director
Susan Cooklin	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Independent Non-Executive Director
Robert Holden	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Independent Non-Executive Director
Sion Jones	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Non-Executive Director
Peter O'Flaherty	Electricity North West, Borron Street, Stockport, England, SK1 2JD	Non-Executive Director

Genping Pan	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Takeshi Tanaka	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director
Masahide Yamada	Electricity North West, Borrton Street, Stockport, England, SK1 2JD	Non-Executive Director

On 5 January 2023, ENWL announced that David Brocksom intends to retire as a Director and Chief Financial Officer of ENWL, as of 30 June 2023. ENWL will announce the successor to the role of Chief Financial Officer in due course.

There are no potential or actual conflicts of interest between the private interests or other duties of the Directors of ENWL and their duties to ENWL although Genping Pan is appointed by Swingford.

The Board of Directors monitors potential and actual conflicts of interest in a conflicts register, and has processes to deal with them. Directors of ENWL are required to disclose potential and actual conflicts of interest to the Board and the Board addresses potential and actual conflicts in accordance with legal requirements. If such conflicts exist, the relevant Director excuses themselves from consideration of the relevant matter.

As a matter of English law, each director of the Issuer is under a duty to act honestly and in good faith with regard to the best interests of the Issuer, regardless of any other directorships such director may hold.

Recent Developments

Financial statements for the period ended 30 September 2022.

On 30 November 2022, the Guarantor published its consolidated financial statements for the six months ended 30 September 2022.

For the six months ended 30 September 2022, revenue of the Group increased to £245.7 million, (as compared to £216.2 million for the six months ended 30 September 2021). The primary factor driving the increase in revenue is the increase in DUoS revenues as a result of the higher allowed revenue set by Ofgem, including the impact of inflation and adjustments from under recoveries in previous years. The allowed revenue is recovered against an estimated level of electricity demand across the network. Given the difficulty of predicting this demand each year ENWL either has an over or an under recovery against planned revenue. These over or under recoveries are reflected in the Consolidated Income Statement for the relevant period and will be corrected in future periods through the Ofgem price setting mechanism.

For the six months ended 30 September 2022, profit before tax and fair value movements was £17 million, being £29 million lower than the same period in the prior year. This is due to the net effect of the £30 million higher revenue referred to above, £20 million higher operating costs and £39 million increased interest expense. The primary driver for the increase in operating costs was the increase in RPI. Operating profit in the six months ended 30 September 2022 was £92.6 million (as compared to £82.3 million for the six months ended 30 September 2021).

The Group's Net Debt increased to £1,280.6 million as at 30 September 2022 (as compared to £1,226.7 million as at year ended 31 March 2021). This is primarily due to a £26 million increase in the index-linked debt arising from RPI increases (see Note 6 to the 30 September 2022 interim financial statements of the Group).

TAXATION

UK Taxation

The following is a summary of the UK withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Bonds. It is based on current law and the published practice of Her Majesty's Revenue and Customs, which may be subject to change, sometimes with retrospective effect. The comments do not deal with other UK tax aspects of acquiring, holding or disposing of the Bonds. The comments relate only to the position of persons who are absolute beneficial owners of the Bonds. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Bondholders who are in any doubt as to their tax position should consult their professional advisers. Bondholders who may be liable to taxation in jurisdictions other than the UK in respect of their acquisition, holding or disposal of the Bonds are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain UK taxation aspects of payments in respect of the Bonds. In particular, Bondholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Bonds even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the UK.

UK Withholding Tax on UK Source Interest

Payments of interest on the Bonds may be made without deduction of or withholding on account of UK income tax **provided that** the Bonds continue to be listed on a "recognised stock exchange" (within the meaning of section 1005 of the Income Tax Act 2007 (the "Act") for the purposes of section 987 of the Act) or admitted to trading a "multilateral trading facility" operated by a regulated recognised stock exchange (within the meaning of section 987 of the Act). The London Stock Exchange is a recognised stock exchange. The Bonds will be treated as listed on the London Stock Exchange if they are included in the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange. **Provided, therefore, that** the Bonds remain so listed, interest on the Bonds will be payable without withholding or deduction on account of UK tax.

In other cases, an amount must generally be withheld from payments of interest on the Bonds on account of UK income tax at the basic rate (currently 20 per cent.), subject to such relief or exemption as may be available.

Payments by Guarantor

If the Guarantor makes any payments in respect of interest on the Bonds (or other amounts due under the Bonds other than the repayment of amounts subscribed for the Bonds) such payments may be subject to UK withholding tax at the basic rate (currently 20 per cent.), subject to such relief as may be available under a double taxation treaty or to any other exemption which may apply. Where such a treaty relief is available, and the applicable conditions in the relevant treaty are satisfied, the Bondholder should be entitled to a refund of tax withheld, provided it complies with the applicable formalities relating to such claim within the relevant limitation period. It may, however, not in practice be possible for the Bondholder to obtain a direction for the guarantee payments to be made free from withholding tax. Such payments by the Guarantor may not be eligible for any of the other exemptions described above.

Other Rules Relating to the UK 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 will not generally be subject to any UK withholding tax pursuant to the provisions mentioned above.

Where Bonds are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of 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 pay 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 statements above 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 UK withholding tax position assumes that there will be no substitution of an issuer pursuant to Condition 16 of the Bonds or otherwise and does not consider the tax consequences of any substitution.

U.S. Foreign Account Tax Compliance Act Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as "**FATCA**", a "foreign financial institution" (as defined by FATCA) 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. The Issuer may be a foreign financial institution for these purposes. 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 jurisdiction. 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 the FATCA provisions 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, such withholding would not apply 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, and Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding, in either case unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional bonds (as described under "*Terms and Conditions— Further Bonds*") that are not distinguishable from previously issued Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Bonds, including the Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Bondholders should consult their own tax advisors regarding how these rules may apply to their investment in the Bonds.

SUBSCRIPTION AND SALE

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager 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 which are the subject of the offering contemplated by this Prospectus in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of EU MiFID II; or
- (b) a customer within the meaning of Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II.

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager 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 which are the subject of the offering contemplated by this Prospectus in relation thereto to any retail investor in the UK. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) 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 UK by virtue of the EUWA; or
- (b) 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 of the UK by virtue of the EUWA.

United Kingdom

Each Joint Lead Manager has further represented, warranted and undertaken that:

- (a) 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 the Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the UK.

United States of America

The Bonds have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold 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. Terms used in this paragraph have the meanings given to them by Regulation S.

The 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. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Joint Lead Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds, (a) as part of their distribution at any time or (b) otherwise, until 40 days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent to each dealer to which it sells Bonds during the distribution compliance period relating thereto 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.

In addition, until 40 days after the commencement of any offering, an offer or sale of Bonds from that offering within the United States by any dealer whether or not participating in the offering may violate the registration requirements of the Securities Act.

Each Joint Lead Manager has represented, warranted and agreed that, to the best of its knowledge and belief, it has complied and will comply in all material respects with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Bonds or possesses, distributes or publishes this Prospectus or any other offering material relating to the Bonds. Persons into whose hands this Prospectus comes are required by the Issuer, the Guarantor and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Bonds or possess, distribute or publish this Prospectus or any other offering material relating to the Bonds, in all cases at their own expense.

GENERAL INFORMATION

Authorisation

Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in connection with, as applicable, the issue and performance of the Bonds and the giving of the Guarantee. The creation and issue of the Bonds has been authorised by a resolution of the Board of Directors of the Issuer dated 7 July 2022 and resolutions of a finance committee of the ENWL Group dated 15 September 2022 and 11 January 2023. The giving of the Guarantee of the Bonds has been authorised by a resolution of the Board of Directors of the Guarantor dated 7 July 2022 and resolutions of a finance committee of the ENWL Group dated 15 September 2022 and 11 January 2023.

Legal and Arbitration Proceedings

There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer or the Guarantor is aware), which may have, or have had during the 12 months prior to the date of this Prospectus, a significant effect on the financial position or profitability of the Issuer or the Guarantor and its subsidiaries.

Significant/Material Change

As at the date of this Prospectus:

- (a) since 31 March 2022, there has been no material adverse change in the prospects of the Issuer or the Guarantor; and
- (b) since 30 September 2022, there has been no significant change in the financial position or financial performance of the Issuer or the Guarantor and its subsidiaries.

Auditors

The financial statements of the Issuer and the Guarantor have been audited without qualification for the years ended 31 March 2022 and 31 March 2021 by Deloitte LLP of 2 Hardman Street Manchester, M3 3HF, independent accountants.

Documents on Display

Copies of the following documents may be inspected at the offices of the Guarantor at Borrton Street, Stockport, England SK1 2JD during normal business hours and at the website links set out below from the date of this Prospectus:

- (a) the memorandum and articles of association of the Issuer (<https://www.enwl.co.uk/about-us/financial-investor-relations/information-for-investors/>);
- (b) the memorandum and articles of association of the Guarantor (<https://www.enwl.co.uk/about-us/financial-investor-relations/information-for-investors/>);
- (c) the Paying Agency Agreement and the Trust Deed (<https://www.enwl.co.uk/about-us/financial-investor-relations/information-for-investors/>);
- (d) the audited financial statements of the Issuer for the years ended 31 March 2021 and 31 March 2022 (<https://www.enwl.co.uk/about-us/financial-investor-relations/financial-reports/>);
- (e) the audited consolidated financial statements of the Guarantor for the years ended 31 March 2021 and 31 March 2022 (<https://www.enwl.co.uk/about-us/financial-investor-relations/financial-reports/>);
- (f) the unaudited condensed consolidated financial statements of the Guarantor for the period ended 30 September 2022 (<https://www.enwl.co.uk/about-us/financial-investor-relations/financial-reports/>); and

- (g) the unaudited condensed financial statements of the Issuer for the period ended 30 September 2022 (<https://www.enwl.co.uk/about-us/financial-investor-relations/financial-reports/>).

For the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

Yield

On the basis of the issue price of the Bonds of 99.999 per cent. of their principal amount, the yield of the Bonds is 4.894 per cent. on a semi-annual basis.

Legend Concerning U.S. Persons

The Bonds and any Coupons 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".

ISIN and Common Code

The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN is XS2526885442 and the common code is 252688544.

Listing and Admission Expenses

It is expected that official listing will occur on or about 24 January 2023, subject only to the issue of the Temporary Global Bond. The Issuer estimates that the total expenses related to the admission of trading of the Bonds will be approximately £6,550. So long as the Bonds are listed on the Official List of the FCA and admitted to trading on the London Stock Exchange, and subject to applicable law, the Bonds will be freely transferable and negotiable in accordance with the rules of the London Stock Exchange

The Legal Entity Identifier

The Legal Identifier code of the Issuer is 549300V1O67HJV48FS61. The Legal Identifier code of the Guarantor is 549300ZM2QCFG22BOJ03.

Conflicts of Interest

Certain of the Joint Lead Managers 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 Guarantor and their affiliates in the ordinary course of business. Certain of the Joint Lead Managers and their affiliates may have positions, deal or make markets in the Bonds, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantor and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Joint Lead Managers 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 Guarantor and their affiliates. Certain of the Joint Lead Managers of their affiliates that have a lending relationship with the Issuer and the Guarantor routinely hedge their credit exposure to the Issuer, the Guarantor and their affiliates consistent with their customary risk management policies. Typically, such Joint Lead Managers 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. Any such positions could adversely affect future trading prices of the Bonds. The Joint Lead Managers 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

The following terms are used throughout this Prospectus:

2021 Notes	The Issuer's Outstanding £200 million 6.125 per cent. Fixed Rate Unwrapped Notes due 2021
ANM	Active Network Management
CEG	The Customer Engagement Group
CLASS	The Customer Load Active System Services control communication dashboard, a technology which uses voltage controllers in substations to innovatively manage demand for electricity
CMA	Competition and Markets Authority
DCUSA	Distribution Connection and Use of System Agreement
DNO	Distribution network operator
DRS	Directly remunerated services
DSO	Distribution System Operator
DUoS	Direct Use of Service or Distribution of Use System
ED1	The current price control period, RIIO-ED1
ED2	The next price control period for electricity distribution, RIIO-ED2, commencing April 2023
ELT	Executive Leadership Team
ENA	Energy Networks Association
ENWL	Electricity North West Limited
Existing Intercompany Loan Agreement	The loan agreement between the Issuer and the Guarantor under which the proceeds of the 2021 Notes were on-lent to ENWL.
GEMA	Gas and Electricity Markets Authority
Intercompany Loan Agreement	The loan agreement dated 20 January 2023 between the Issuer and the Guarantor pursuant to which the net proceeds of the issue of the Bonds will be on-lent to ENWL.
Issuer/ENWL Index-Linked Swap	The index-linked swap transaction pursuant to an ISDA Master Agreement dated 5 August 2009.
IT	Information technology
NMS	Network Management System
NWEN (Jersey)	North West Electricity Networks (Jersey) Limited
NWEN plc	North West Electricity Networks plc
Ofgem	Office of Gas and Electricity Markets
RAV	Regulated Asset Value, the value ascribed by Ofgem to the investment capital employed in the regulated business

RPI..... The UK Retail Price Index

SF6..... Sulphur hexafluoride

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