SEC SCHEDULE 6 - FORM OF LETTER OF CREDIT

Form of Document: Irrevocable Standby Letter of Credit

Documentary Credit Number: [ ]

Date of Issue: [ ]

Issuing Bank: [ ]

At the request of the Applicant, the Issuing Bank issues this irrevocable standby letter of credit ("**Standby Letter of Credit**") in the Beneficiary's favour on the following terms and conditions.

In this Standby Letter of Credit:

"**Applicant**" means [insert User's name]

"**Beneficiary**" means [DCC] [insert company number and address], and its successors as the DCC under the Smart Energy Code

"**Beneficiary Statement**" means a demand on the Beneficiary's letterhead, stating the name and title of the person signing on behalf of the Beneficiary, in the form set out at in the schedule to this Standby Letter of Credit.

"**Effective Date**" means [ ] (London, UK)

"Expiry Date" means [ ] (London, UK)

"**Maximum Amount**" means [ ]

"**Smart Energy Code**" means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time.

1. From the Effective Date, this Standby Letter of Credit is available for payment at sight against presentation to the Issuing Bank of a Beneficiary Statement.

2. The Issuing Bank will not be obliged to make a payment under this Standby Letter of Credit if as a result the aggregate of all payments made by it under this Standby Letter of Credit would exceed the Maximum Amount.

3. The Beneficiary Statement must be presented to the Issuing Bank on or before the Expiry Date.

4. All payments under this Letter of Credit shall be made in Pounds Sterling in immediately available, freely transferable funds and for value on the due date to the account set out in the Beneficiary Statement.

5. The Issuing Bank hereby waives any right to set off or counterclaim whatsoever against any amounts payable under this Standby Letter of Credit in respect of any claims the Issuing Bank may have against the Beneficiary and such amounts shall be paid free and clear of all deductions or withholdings whatsoever. If the Issuing Bank is required by law to make a tax deduction from any amounts payable under this Standby Letter of Credit, the amount due from the Issuing Bank shall be increased to an amount which (after such tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.

6. This Standby Letter of Credit is personal to the Beneficiary, and the Beneficiary's rights hereunder (including the right to receive proceeds) are not assignable; provided that such rights shall enure for the benefit of the DCC's successors under the Smart Energy Code.

7. Except to the extent it is inconsistent with the express terms of this Standby Letter of Credit, this Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 other than Article 38 thereof which is hereby waived and Article 36 is varied as below. Other than a person to whom this Standby Letter of Credit has been transferred in accordance with clause 6, this Standby Letter of Credit shall not confer any benefit on or be enforceable by any third party. If this Standby Letter of Credit expires during any interruption of business as described in Article 36 of said Publication 600, the Issuing Bank specifically agrees to honour any demand made under this Standby Letter of Credit within thirty (30) days after the resumption of business.

8. This Standby Letter of Credit and any non-contractual obligations or disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England for all disputes arising under, out of, or in relation to this Letter of Credit.

Signed for and on behalf of

Issuing Bank

Schedule - Form of Beneficiary Statement

We, the DCC under the Smart Energy Code (the "Beneficiary"), hereby state that we are entitled, in accordance with the Smart Energy Code, to demand ……..[insert amount being claimed] under Standby Letter of Credit number…….... issued by ……[insert name of Issuing Bank]. Payment in respect of this demand shall be effected immediately to [insert relevant account details]. We confirm that the signatory(ies) to this demand are empowered to sign and make this demand on behalf of the Beneficiary.