

In accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the back of this form

**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument.

**What this form is NOT for**  
You may not use this form to register a charge where there is an instrument. Use form MR08.

MONDAY



A10 \*A7X5MM80\* #124  
14/01/2019  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 06890795

Company name in full OVO ENERGY LTD



**Filling in this form**  
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date 10 01 2019

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name SHELL ENERGY EUROPE LIMITED,  
SHELL CENTRE, LONDON SE1 7NA

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MRO1  
Particulars of a charge

**4** Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

**5** Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

Yes

No

**6** Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

Yes Continue

No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

**7** Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

Yes

No

**8** Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

**9** Signature

Please sign the form here.

Signature

Signature

X  X

SHELL ENERGY EUROPE LIMITED

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

VICTORIA BALANTYNE (SRA 471 207)

Company name

SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED

Address

80 STRAND

Post town

LONDON

County/Region

LONDON

Postcode

WC 2R 0ZA

Country

U.K.

DX

Telephone

020 7 546 2161

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6890795

Charge code: 0689 0795 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2019 and created by OVO ENERGY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th January 2019.

Given at Companies House, Cardiff on 17th January 2019

②



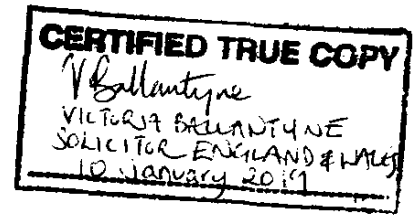
**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

EXECUTION COPY

Dated 10 January 2019



OVO ENERGY LIMITED

IN FAVOUR OF

SHELL ENERGY EUROPE LIMITED

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SECURITY OVER SHARES AGREEMENT

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## CONTENTS

Clause	Page
1. Definitions and Interpretation .....	1
2. Charge .....	3
3. Deposit of Certificates, Related Rights and Release .....	3
4. Voting Rights and Dividends .....	3
5. Chargor's Representations and Undertakings .....	5
6. Further Assurance .....	9
7. Power of Attorney .....	9
8. Security Enforcement .....	10
9. Receivers .....	11
10. Effectiveness of Collateral .....	13
11. Expenses, Stamp Taxes, Indemnity .....	15
12. Application of Proceeds .....	16
13. Other Security Interests .....	16
14. Suspense Accounts and Currency Conversion .....	17
15. Assignment .....	17
16. Notices .....	17
17. Waivers and Counterparts .....	19
18. Confidentiality .....	19
19. Governing Law, Jurisdiction .....	20
Schedule 1 Shares .....	21

**THIS AGREEMENT** is made by way of deed on 10 January 2019

**BETWEEN**

- (1) **OVO ENERGY LTD**, a company registered in England and Wales with company number 06890795 and registered address at 1 Rivergate, Temple Quay, Bristol, BS1 6ED (the "**Chargor**"); and
- (2) **SHELL ENERGY EUROPE LIMITED**, a company incorporated in England and Wales (registered no. 04162523), whose registered office is at Shell Centre, London, SE1 7NA, England ("**SEEL**").

**RECITALS:**

- (A) The Chargor and SEEL have entered into a Global Agreement (as defined below) which governs the purchase and sale of power and related products and miscellaneous services, including certain credit support arrangements.
- (B) The Chargor agrees to pledge its shares in Spark Energy Limited ("**SEL**") to address this liability.
- (C) It is intended by the parties to this Agreement that this document will take effect as a deed despite the fact that a party may only execute this Agreement under hand.

**IT IS AGREED** as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Agreement:

"**Acceleration Event**" means the exercise of any rights pursuant to clause 18.2 (*Consequences of Default*) of the Global Agreement.

"**Collateral Rights**" means subject always to the provisions of Clause 4 in relation to the exercise of voting rights all rights, powers and remedies of SEEL provided by this Agreement or by law.

"**Effective Date**" means on the date written on the first page of this Agreement.

"**Global Agreement**" means the agreement dated 20 November 2014 between OEL and SEEL (as amended, varied, novated or supplemented from time to time).

"**Legal Reservations**" means:

- (a) the principal that equitable remedies may be granted or refused at the discretion of a court;
- (b) the limitations on enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

- (c) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;
- (d) the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void;
- (e) defences of set off or counterclaim; and
- (f) due presentation for registration of this Agreement creating registrable security required in accordance with any applicable law.

**"Pensions Notice"** means a contribution notice or a financial support direction issued by the Pensions Regulator under the Pensions Act 2004.

**"Pensions Regulator"** means the body corporate called the Pensions Regulator established under Part I of the Pensions Act 2004.

**"Related Assets"** means all dividends, interest and other monies payable at any time in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time.

**"Secured Obligations"** means all present and future obligations and liabilities of OEL, whether actual or contingent (and whether owed jointly, severally, or in any other capacity whatsoever) to SEEL under or pursuant to each of the Transaction Documents including any liability in respect of further advances made under the Transaction Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

**"Secured Portfolio"** means the Shares and the Related Assets.

**"Security"** means the security created under or pursuant to or evidenced by this Agreement.

**"Shares"** means all shares owned by the Chargor as at the date of this Agreement in the capital of Spark Energy Limited, a company registered in Scotland with company number SC301188, being those listed in Schedule 1 (*Shares*).

## 1.2 **Terms defined in other Transaction Documents**

Unless defined in this Agreement or the context otherwise requires, a term defined in the Global Agreement, or in any other Transaction Document has the same meaning in this Agreement or any notice given under or in connection with this Agreement.

## 1.3 **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.



## **2. CHARGE**

### **2.1 Charge**

The Chargor charges the Secured Portfolio with full title guarantee and by way of first fixed charge, in favour of SEEL, as continuing security for the payment and discharge of the Secured Obligations.

## **3. DEPOSIT OF CERTIFICATES, RELATED RIGHTS AND RELEASE**

### **3.1 Deposit of certificates**

The Chargor will immediately upon the execution of this Agreement (or upon coming into the possession of the Chargor at any time) deposit (or procure there to be deposited) with SEEL all certificates and other documents of title to the Shares, and duly executed but undated blank stock transfer forms in respect of the Shares.

### **3.2 Related Assets**

The Chargor shall, promptly upon the accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which the Chargor has a beneficial interest, procure (i) the delivery to SEEL of all certificates and other documents of title representing those Related Assets and such duly executed but undated blank stock transfer forms or other instruments of transfer in respect of those Related Assets as SEEL may require and (ii) the issue of such instructions as SEEL may require in order to procure the issue or transfer to SEEL (or its nominee(s)) of those Related Assets.

### **3.3 Release**

Upon the Secured Obligations being irrevocably paid or discharged in full, SEEL shall, at the request and cost of the Chargor, take whatever action is necessary to release and cancel all the security granted by this Agreement without recourse to, and without any representations or warranties by, SEEL or any of its nominee(s) and return all certificates and other documents of title to the Shares and duly executed but undated blank stock transfer forms in respect of the Shares, delivered pursuant to Clause 3.1 of this Agreement.

## **4. VOTING RIGHTS AND DIVIDENDS**

### **4.1 Dividends prior to an Acceleration Event**

Prior to the occurrence of an Acceleration Event, the Chargor shall be entitled to all dividends, interest and other monies or distributions of an income nature arising from the Secured Portfolio.

### **4.2 Dividends after an Acceleration Event**

Upon the occurrence of an Acceleration Event, SEEL shall (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor) apply all

dividends, interest and other monies arising from the Secured Portfolio as though they were the proceeds of sale under this Agreement.

#### 4.3 **Voting rights prior to an Acceleration Event**

Prior to the occurrence of an Acceleration Event, the Chargor shall be entitled to exercise all voting rights in relation to the Secured Portfolio.

#### 4.4 **Voting rights after an Acceleration Event**

At any time after the occurrence of an Acceleration Event, SEEL may, at its discretion, (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Secured Portfolio; and
- (b) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Portfolio including the right, in relation to any company whose shares or other securities are included in the Secured Portfolio, to concur or participate in:
  - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
  - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
  - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms SEEL thinks fit, and the proceeds of any such action shall form part of the Secured Portfolio.

#### 4.5 **Waiver of voting rights by SEEL**

- (a) SEEL may, in its absolute discretion and without any consent or authority from the Chargor, at any time, by notice to the Chargor (which notice shall be irrevocable), elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Secured Portfolio conferred or to be conferred on SEEL pursuant to Clause 4.4 (*Voting rights after an Acceleration Event*).
- (b) Once a notice has been issued by SEEL under paragraph (a) of this Clause 4.5, on and from the date of such notice SEEL shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Secured Portfolio conferred or to be conferred on it pursuant to Clause 4.4 (*Voting rights after an Acceleration Event*) or any other provision of this Agreement and all such rights will be exercisable by the Chargor. The Chargor

shall be entitled on and from the date of such notice, to exercise all voting rights and powers in relation to the Secured Portfolio.

## 5. CHARGOR'S REPRESENTATIONS AND UNDERTAKINGS

### 5.1 Representations

The Chargor makes the following representations and warranties to SEEL and acknowledges that SEEL has become a party to this Agreement in reliance on these representations and warranties:

#### (a) Status

- (i) The Chargor is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (ii) The Chargor has the power to own its assets and carry on its business as it is being conducted.

#### (b) Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by the Chargor in this Agreement are legal, valid, binding and enforceable obligations.

#### (c) Non-conflict with other obligations

The entry into and performance by the Chargor of, and the transactions contemplated by, this Agreement (including any transfer of the Shares on creation or enforcement of the security constituted by this Agreement) do not:

- (i) conflict with:
  - (A) any law or regulation applicable to it;
  - (B) its constitutional documents; or
  - (C) any material agreement or instrument binding upon it.

#### (d) Ranking

Subject to the Legal Reservations the security created by this Agreement has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* security.

#### (e) Power and authority

The Chargor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement.

#### (f) Ownership of Shares

The Chargor is the sole legal and beneficial owner of the Secured Portfolio free and clear of all security interests save as created by this Agreement and has not sold or disposed of or granted any options or pre-emption rights in respect of any of its rights, title and interest, in the Secured Portfolio (other than as permitted under the Transaction Documents) and all of the Shares are validly issued, fully paid and are not subject to any options to purchase, pre-emption rights or similar rights or other restrictions upon disposal which would operate to restrict in any way their disposal by SEEL should it come to enforce its security over the Secured Portfolio contained in this Agreement.

**(g) Authorisations**

All Authorisations required:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement; and
- (ii) to make this Agreement admissible in evidence in its jurisdiction of incorporation and the jurisdiction of incorporation of each company whose shares are charged under this Agreement,

have been obtained or effected and are in full force and effect, except for any filing or recording of this Agreement which will be promptly obtained or effected after the Effective Date.

**(h) Winding-up in relation to the Chargor**

No corporate actions, legal proceedings or other procedure or steps have been taken in relation to, or notice given in respect of, a composition, compromise, assignment or arrangement with any creditor of the Chargor or in relation to the suspension of payments or moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or the appointment of an administrator to, the Chargor and no such step is intended by the Chargor (save for the purposes of any solvent re-organisation or reconstruction which has previously been approved by SEEL).

**(i) Pensions**

Neither the Chargor nor any member of the Group is or has at any time:

- (i) been an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993),
- (ii) been "connected" with or an "associate" of (as those terms are used in sections 39 and 43 of the Pensions Act 2004) such an employer.
- (iii) been served with a Pensions Notice and is not aware of any action having been taken by the Pensions Regulator that is preparatory to the issue of a Pensions Notice to it or any member of the Group.

(j) **Litigation**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which is expected to have a Material Adverse Effect has (to the best of the Chargor's knowledge and belief) been started or threatened against the Chargor and/or its Subsidiaries (or against the directors of the Chargor and/or its Subsidiaries).

(k) **Repetition**

The representations set out in Clauses 5.1(a) (*Status*) to (j) (*Litigation*) above are deemed to be made by the Chargor, by reference to the facts and circumstances then existing on the date of this Agreement and on the date of any increase of the Volume Threshold Level to the Next Volume Threshold Level in accordance with clause 5.4 (*Volume Limits*) of the Global Agreement.

5.2 **Undertakings**

(a) **Authorisations**

The Chargor shall promptly:

- (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (ii) supply certified copies to SEEL of,

any Authorisation required under any law or regulation of any relevant jurisdiction to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence in any relevant jurisdiction of this Agreement.

(b) **Compliance with laws**

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would impair its ability to perform its obligations under this Agreement.

(c) **Disposals and Negative pledge**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of the whole or any part of the Secured Portfolio and will not create or permit to subsist any security interest on any part of the Secured Portfolio or otherwise deal with any part of the Secured Portfolio, without the prior written consent of SEEL.

(d) **Calls on Shares**

The Chargor undertakes to pay all calls or other payments when due in respect of any part of the Secured Portfolio. If the Chargor fails to make any such payment SEEL may make that payment on behalf of the Chargor and any sums

so paid by SEEL shall be reimbursed by the Chargor on demand together with interest on those sums. Such interest shall be calculated from the due date up to the actual date of payment (after, as well as before, judgment) in accordance with Clause 11.4 (*Interest on Demands*).

(e) **Voting Rights**

The Chargor shall not exercise its voting rights and powers in relation to the Secured Portfolio in any manner, or otherwise permit or agree to, or concur or participate in any (i) variation of the rights attaching to or conferred by all or any part of the Secured Portfolio (ii) exercise, renunciation or assignment of any right to subscribe for any shares or securities or (iii) reconstruction, amalgamation, sale or other disposal of any company or any of the assets of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged under this Agreement, which in the reasonable opinion of SEEL would prejudice the value of, or the ability of SEEL to realise, the security created by this Agreement unless the proceeds of any such exercise shall form part of the Secured Portfolio.

(f) **Pensions**

The Chargor shall ensure that neither it nor any member of the Group is or has been at any time an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993) or "connected" with or an "associate" of (as those terms are used in sections 38 or 43 of the Pensions Act 2004) such an employer.

(g) **Information: litigation**

The Chargor shall supply to SEEL promptly upon becoming aware of them, the material details of any litigation, arbitration or administrative proceedings (including any such proceedings brought by any Customer and any governmental investigation or other regulatory action) which are current, threatened or pending against itself or any Group Company (or against any of the directors of any Group Company), and which might, if adversely determined, have a Material Adverse Effect.

(h) **Change of business**

The Chargor shall (and shall ensure that SEL and its subsidiaries will) ensure that no substantial change is made to the general nature of its business activities from those carried on at the date of this Agreement and make no material changes to the business model without the prior consent of SEEL.

(i) **Insurance**

The Chargor shall (and shall ensure that SEL and its subsidiaries will) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

(j) **Issuance of further shares by SEL**

- (i) The Chargor shall procure that SEL shall not increase or otherwise alter its share capital, introduce any new categories of shares or alter the rights attaching to any existing categories of shares issued by it, without prior written consent from SEEL.
- (ii) The Chargor shall ensure that, at all times, 100% of all shares issued by SEL shall be secured in favour of SEEL substantially in the form of, and on the same terms as, this Agreement.

(k) **Assets of SEL**

The Chargor shall (and shall ensure that SEL will) ensure that during the term of this Agreement, the assets of SEL shall not be transferred without the prior written consent of SEEL.

**6. FURTHER ASSURANCE**

**6.1 Covenant for Further Assurance**

The Chargor will promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as SEEL may specify (and in such form as SEEL may require in favour of SEEL or its nominee(s)) for the purpose of exercising the Collateral Rights or perfecting the Security created or intended to be created in respect of the Secured Portfolio (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Secured Portfolio) or for the exercise of the rights, powers and remedies of SEEL provided by or pursuant to this Agreement or by law in each case in accordance with the rights vested in it under this Agreement.

**6.2 Prescribed Wording**

The following covenants shall be implied in respect of any action taken by the Chargor to comply with its obligations under Clause 6.1 above:

- (a) the Chargor has the right to take such action in respect of the Secured Portfolio; and
- (b) the Chargor will at its own cost do all that it reasonably can to give SEEL or its nominee the title and/or rights that it purports to give.

**7. POWER OF ATTORNEY**

**7.1 Appointment and powers**

The Chargor by way of security irrevocably appoints SEEL and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on the Chargor by this Agreement which the Chargor has failed to comply with following written request by SEEL;
- (b) enabling SEEL to exercise, or delegate the exercise of, all or any of the Collateral Rights; and
- (c) enabling any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law.

## 7.2 Ratification

The Chargor shall ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## 8. SECURITY ENFORCEMENT

### 8.1 Time for Enforcement

On and at any time after the occurrence of an Acceleration Event (as long as it is continuing) the security created by or pursuant to this Agreement is immediately enforceable and SEEL may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (a) perfect its title to all or any part of the Secured Portfolio;
- (b) enforce all or any part of the Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold, sell, or otherwise dispose of all or any part of the Secured Portfolio (at the time, in the manner and on the terms it thinks fit); and
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Agreement) on chargees and by this Agreement on any Receiver or otherwise conferred by law on chargees or Receivers.

### 8.2 Power of sale

- (a) The power of sale or other disposal conferred on SEEL and on the Receiver by this Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Agreement. The power of sale or other disposal conferred on SEEL and on any Receiver by this Agreement shall only be exercised if the Security constituted by this Agreement has become enforceable in accordance with Clause 8.1 (*Time for Enforcement*).
- (b) The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by SEEL of its right to consolidate all or any of the Security created by or pursuant to this Agreement with any other security in existence at any time or to its power of sale.



### 8.3 **Chargee's liability**

Neither SEEL nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of the Secured Portfolio or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Secured Portfolio for which a mortgagee or mortgagee in possession might as such be liable.

### 8.4 **Right of Appropriation**

To the extent that any of the Secured Portfolio constitutes "financial collateral" and this Agreement and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226), as amended, (the "**Regulations**") SEEL shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon the occurrence of an Acceleration Event. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market price of the Shares determined by SEEL by reference to a public index or by such other process as SEEL may select, including independent valuation. The parties agree that the method of valuation provided for in this Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

### 8.5 **Statutory powers**

The powers conferred by this Agreement on SEEL are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Agreement the terms of this Agreement will prevail.

## 9. **RECEIVERS**

### 9.1 **Appointment and removal**

At any time after having been requested to do so by the Chargor or after this Agreement becomes enforceable in accordance with Clause 8 (*Security Enforcement*), SEEL may by deed or otherwise (acting through an authorised officer of SEEL), without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Secured Portfolio;
- (b) appoint one or more Receivers of separate parts of the Secured Portfolio respectively;
- (c) remove (so far as it is lawfully able) any Receiver so appointed; and
- (d) appoint another person(s) as an additional or replacement Receiver(s).

## 9.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 9.1 (*Appointment and removal*) will be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities (save for any wilful misconduct, gross negligence or fraud on the part of the Receiver) and for the payment of his remuneration and no Receiver shall at any time act as agent for SEEL; and
- (c) entitled to remuneration for his services at a rate to be fixed by SEEL from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

## 9.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of SEEL under the Law of Property Act 1925 (as extended by this Agreement) or otherwise and such powers shall remain exercisable from time to time by SEEL in respect of any part of the Secured Portfolio.

## 9.4 Powers of Receivers

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Secured Portfolio in respect of which he was appointed, and as varied and extended by the provisions of this Agreement (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor themselves could do or omit to do;
- (d) the power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement or any of the Transaction Documents (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Receiver itself; and
- (e) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:

- (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
- (ii) the exercise of any rights, powers and remedies of SEEL provided by or pursuant to this Agreement or by law (including realisation of all or any part of the Secured Portfolio); or
- (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, the Secured Portfolio.

## **9.5 Consideration**

The receipt of SEEL or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Secured Portfolio or making any acquisition, SEEL or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

## **9.6 Protection of purchasers**

No purchaser or other person dealing with SEEL or any Receiver shall be bound to inquire whether the right of SEEL or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of SEEL or such Receiver in such dealings.

## **9.7 Discretions**

Any liberty or power which may be exercised or any determination which may be made under this Agreement by SEEL or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## **10. EFFECTIVENESS OF COLLATERAL**

### **10.1 Collateral Cumulative**

The collateral constituted by this Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which SEEL may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by SEEL over the whole or any part of the Secured Portfolio shall merge into the collateral constituted by this Agreement.

### **10.2 No Waiver**

No failure to exercise, nor any delay in exercising, on the part of SEEL, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement or the Global Agreement or any Transaction Document. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy of SEEL. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

### 10.3 **Illegality, Invalidity, Unenforceability**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### 10.4 **No liability**

None of SEEL, its nominee(s) or any receiver appointed pursuant to this Agreement shall be liable by reason of (a) taking any action permitted by this Agreement, (b) any neglect or default in connection with the Secured Portfolio, or (c) the taking possession or realisation of all or any part of the Secured Portfolio, except in the case of gross negligence or wilful default upon its part.

### 10.5 **Implied Covenants for Title**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2.1 (*Charge*).
- (b) It shall be implied in respect of Clause 2.1 (*Charge*) that the Chargor is charging the Secured Portfolio free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) other than any charges, encumbrances or rights exercisable by third parties in each case in relation to any Permitted Security under clause 12.9 (*Negative Pledge*) of the Global Agreement.

### 10.6 **Continuing security**

- (a) The Security from time to time constituted by this Agreement is a continuing security and will remain in full force and effect as a continuing security.
- (b) No part of the Security from time to time constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

### 10.7 **Immediate recourse**

The Chargor waives any right it may have of first requiring SEEL to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

### 10.8 **Avoidance of Payments**

Notwithstanding Clause 3.3 (*Release*) if SEEL considers (based on legal advice) that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this Agreement and the security constituted by this Agreement shall continue and that amount shall not be considered to have been irrevocably paid.

## 10.9 **No prejudice**

The Security created by or pursuant to this Agreement and the rights, powers and remedies of SEEL provided by or pursuant to this Agreement or by law shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person by SEEL or by any other thing which might otherwise prejudice the Security or any rights, powers and remedies of SEEL provided by or pursuant to this Agreement or by law.

## 11. **EXPENSES, STAMP TAXES, INDEMNITY**

### 11.1 **Enforcement expenses**

Without double counting any amounts recoverable by SEEL under the Global Agreement, the Chargor shall, within three business days of demand pay to SEEL all the costs and expenses (including legal fees) on a full indemnity basis incurred by it in connection with the exercise, preservation and/or enforcement of any of the rights, powers or remedies of SEEL or the Security or any proceedings instituted by or against SEEL as a consequence of taking or holding the Security or of enforcing any rights, powers or remedies of SEEL.

### 11.2 **Stamp Taxes**

The Chargor shall pay all stamp, registration and other taxes to which this Agreement, the Security or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify SEEL on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

### 11.3 **Indemnity**

Without double counting any amounts recoverable by SEEL under the Global Agreement, the Chargor shall, notwithstanding any release or discharge of all or any part of the security, indemnify SEEL, its attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Agreement, the exercise or purported exercise of any of the rights and powers conferred on them by this Agreement or otherwise relating to the Secured Portfolio.

### 11.4 **Interest on Demands**

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 6 (*Payment*) of the Global Agreement.

### 11.5 **Payments Free Of Deduction**

All payments to be made to SEEL under this Agreement shall be made free and clear of and without deduction for or on account of tax unless the Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Chargor in respect of which such deduction or withholding is required

to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

## **12. APPLICATION OF PROCEEDS**

All moneys received or recovered by SEEL or any Receiver pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by SEEL in accordance with the Global Agreement and the Transaction Documents.

## **13. OTHER SECURITY INTERESTS**

### **13.1 Redemption or transfer**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security in case of exercise by SEEL or any Receiver of any power of sale under this Agreement SEEL may redeem such prior security or procure the transfer thereof to itself.

### **13.2 Accounts**

SEEL may settle and pass the accounts of the prior security and any accounts so settled and passed will be conclusive and binding on the Chargor.

### **13.3 Costs of redemption or transfer**

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to SEEL on demand together with accrued interest thereon (after as well as before judgment) at the rate from time to time applicable to unpaid sums specified in the Global Agreement from the time or respective times of the same having been paid or incurred until payment thereof (after as well as before judgment).

### **13.4 Subsequent Interests**

If SEEL at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Secured Portfolio, all payments made by the Chargor to SEEL after that time shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when SEEL received notice.

## 14. **SUSPENSE ACCOUNTS AND CURRENCY CONVERSION**

### 14.1 **Suspense Accounts**

All monies received, recovered or realised by SEEL under this Agreement (including the proceeds of any conversion of currency) may in the discretion of SEEL be credited to any interest bearing suspense or impersonal account maintained with SEEL or any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as SEEL may think fit pending their application from time to time (as SEEL is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

## 15. **ASSIGNMENT**

### 15.1 **Permitted Successors**

This Agreement shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns.

### 15.2 **SEEL Successors**

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to SEEL; and references to SEEL shall include any assignee or successor in title of SEEL and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of SEEL under this Agreement or to which, under such laws, those rights and obligations have been transferred.

## 16. **NOTICES**

### 16.1 A notice under or in connection with this Agreement (a "Notice"):

- (a) shall be in writing;
- (b) shall be in the English language; and
- (c) shall be
  - (i) delivered personally; or
  - (ii) sent by first class post pre paid recorded delivery (and air mail if overseas); or
  - (iii) by fax; or
  - (iv) by email (with a copy delivered by another method listed in paragraphs (a) to (c) above,

to the Party due to receive the Notice at its address set out in this Agreement or to another address, person, fax number specified by that Party by not less than

seven days' written notice to the other Party received before the Notice was despatched.

16.2 The address referred to in Clause 16.1(c) is:

(a) in the case of the Chargor

Address:

3rd Floor,  
Astley House  
33 Notting Hill Gate  
London  
W11 3JQ

Email: [REDACTED]  
[REDACTED]  
[REDACTED]

Marked for the attention of Legal Team

(b) In the case of SEEL

Address:

80 Strand  
London  
WC2R 0ZA  
England

Email: [REDACTED]

Marked for the attention of Accounts Manager,

With a copy to:

SEEL Structured Credit Manager  
80 Strand  
London  
WC2R 0ZA  
England

E-mail: [REDACTED] and [REDACTED]  
[REDACTED]



16.3 A Notice given under Clause 16.1 above is effective when actually received or, with respect to a notice given by email, when a non-automated response is received *confirming receipt*.

## 17. **WAIVERS AND COUNTERPARTS**

### 17.1 **Waivers**

No waiver by SEEL of any of its rights under this Agreement shall be effective unless given in writing.

### 17.2 **Counterparts**

(a) This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

(b) This Agreement shall not come into effect until each Party has executed at least one counterpart.

## 18. **CONFIDENTIALITY**

18.1 In this Clause 18, "**Confidential Information**" means the terms of this Agreement and all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") whether before or after the date of this Agreement in connection with this Agreement, including information relating to the Disclosing Party's products, operations, customers, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

18.2 During the term of this Agreement and for a period of three years after the termination or expiration of this Agreement for any reason, the Receiving Party:

(a) may not use Confidential Information for a purpose other than the performance of its obligations under this Agreement and shall make every effort to prevent other use or disclosure of Confidential Information; and

(b) may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clauses 18.3 and 18.4.

18.3 During the term of this Agreement the Receiving Party may disclose Confidential Information:

(a) to its Affiliates and to its or their directors, other officers, employees and professional advisors (a "**Recipient**") to the extent that disclosure is necessary for the purposes of implementing and enforcing this Agreement and any Commodity Transaction undertaken pursuant to this Agreement; or

(b) to the extent required by law or the rules or policies of a recognised stock exchange or to enforce this Agreement before the English courts.

18.4 The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

18.5 Clauses 18.2 to 18.4 do not apply to Confidential Information which:

- (a) is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or Recipient's breach of this Agreement; or
- (b) can be shown by the Receiving Party to the Disclosing Party's satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.

19. **GOVERNING LAW, JURISDICTION**

- (a) This Agreement and all non contractual or other obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Agreement or relating to any non contractual or other obligation arising out of or in connection with this Agreement) or the consequences of its nullity.
- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

**THIS AGREEMENT** has been executed as, and is intended to take effect as, a deed by each party to this Agreement, on the date written on the first page of this Agreement.

**SCHEDULE 1  
SHARES**

<b>Chargor</b>	<b>Company</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
Ovo Energy Limited (06890795)	Spark Energy Limited (SC301188)	14,566,180 ordinary shares of £0.01	N/A

**EXECUTION PAGE OF SECURITY OVER SHARES**

Executed and delivered as a deed for and on )  
behalf of **OVO ENERGY LIMITED** )



)  
Name: ..VINCENT.....CASEY.....

Title: ..DIRECTOR.....

In the presence of:

Signature of witness:



Name of witness (in **BLOCK CAPITALS**):


.....SANJAY VERMA.....

Address of witness:

.....140 - 142 KENSINGTON CHURCH ST.....

.....LONDON W8 4BN.....

Executed and delivered as a deed for and on behalf of **SHELL ENERGY EUROPE LIMITED** acting through its agent, **SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED**:

)   
)  
)  
Name: ..... SHARON LIOW .....  
Title: ..... DIRECTOR .....

In the presence of:

Signature of witness:

 .....

Name of witness (in **BLOCK CAPITALS**):

..... PAND PAASIKIVI .....

Address of witness:

..... 80 STRAND .....

..... LONDON, WC2R 0BA .....