



**Registration of a Charge**

Company name: **VENTUS 2 VCT PLC**

Company number: **05667210**



X88UHGSQ

Received for Electronic Filing: **02/07/2019**

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**Details of Charge**

Date of creation: **28/06/2019**

Charge code: **0566 7210 0025**

Persons entitled: **BAYERISCHE LANDESBANK**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **VICTORIA QUEK**



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

Company number: 5667210

Charge code: 0566 7210 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by VENTUS 2 VCT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2019 .

Given at Companies House, Cardiff on 3rd July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

We certify this document  
as a true copy of the original,  
save for material redacted  
pursuant to section 859G  
Companies Act 2006

*Eversheds Sutherland (Int'l) LLP*  
*28/06/2019*

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EXECUTION VERSION

**Dated:** 28 June 2019

- (1) VENTUS 2 VCT PLC as Chargor
- (2) BAYERISCHE LANDESBANK as Security Trustee

**Security Agreement**

relating to the share capital of Osspower Limited

# Contents

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Clause	Page
1 DEFINITIONS AND INTERPRETATION .....	2
2 COVENANT TO PAY .....	4
3 SECURITY .....	4
4 REPRESENTATIONS .....	5
5 UNDERTAKINGS .....	8
6 ENFORCEMENT OF SECURITY .....	13
7 APPLICATION OF MONIES .....	14
8 PROTECTION OF THIRD PARTIES .....	15
9 SAVING PROVISIONS .....	15
10 CHANGES TO THE PARTIES .....	18
11 CERTIFICATES .....	18
12 EXECUTION, COUNTERPARTS AND DELIVERY .....	18
13 GOVERNING LAW .....	18
14 JURISDICTION .....	18
THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE GRANTED BY THE CHARGOR IN FAVOUR OF BAYERISCHE LANDESBANK ON _____ 2019 .....	21
SCHEDULE 1 .....	21
The Existing Shares .....	21

**THIS SECURITY AGREEMENT** with date of delivery 28 June 2019 is made between

- (1) **VENTUS 2 VCT PLC**, a company registered in England and Wales (registered number 05667210) whose registered office is at Berger House, 36-38 Berkeley Square, London, W1J 5AE (the "**Chargor**"); and
- (2) **BAYERISCHE LANDESBANK**, as security trustee for and on behalf of the Secured Parties (the "**Security Trustee**")

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall have the following meanings for the purposes of this Agreement:

**"Charged Assets"** means:

- (a) the Shares;
- (b) all dividends, distributions and other income paid or payable on or derived from the Shares;
- (c) all shares or other property derived from the Shares (whether by way of bonus, option or otherwise); and
- (d) all other accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from the Shares (whether by way of conversion, redemption, bonus, preference, option, offer or otherwise).

**"Company"** means Osspower Limited, a company incorporated in Scotland (company number SC310177) whose registered office is at Suite 2c, Second Floor Stuart House, Eskmills, Musselburgh, East Lothian, Scotland, EH21 7PB.

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee.

**"Event of Default"** means each Event of Default as defined in the Facilities Agreement.

**"Existing Shares"** means the existing shares in the capital of the Company as set out in the Schedule.

**"Facilities Agreement"** means the facilities agreement dated on or about the date of this Agreement and made between Osspower Limited as Borrower and Bayerische Landesbank in various capacities, including as Lender, each as defined in such agreement as amended, varied, novated, restated or supplemented from time to time.

**"Finance Document"** means each "Finance Document" as that term is defined in the Facilities Agreement.

**"Further Shares"** means any shares (or other securities derived from any shares) in the capital of the Company in which the Chargor has any interest from time to time (including any warrant or option to acquire or subscribe for any of such shares and any accretions to them and other right arising in connection with them).

**"Legal Reservations"** has the meaning given in the Facilities Agreement.

**"Obligor"** has the meaning given in the Facilities Agreement.

**"Quasi-Security"** has the meaning given in paragraph (b) of clause 28.12 (*Negative pledge*) of the Facilities Agreement.

**"Relevant Jurisdiction"** has the meaning given in the Facilities Agreement.

**"Schedule"** means the schedule in two parts attached to and forming part of this Agreement.

**"Security"** has the meaning given in the Facilities Agreement.

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Agreement).

**"Secured Parties"** means each Finance Party including the Hedge Counterparty from time to time a party to the Facilities Agreement, and any Delegate.

**"Senior Debt"** means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by the Obligors to any Secured Party under or pursuant to any Finance Document, together with all interest on such amounts and all costs, charges and expenses due, owing or incurred under or in connection with any Finance Document.

**"Senior Discharge Date"** means the date on which all of the Senior Debt has been irrevocably paid and discharged in full and all Commitments of the Finance Parties have been cancelled and all obligations of the Hedge Counterparties under the Hedging Agreements have been terminated.

**"Security Period"** means the period beginning on the date of this Agreement and ending on the Senior Discharge Date.

**"Shares"** means the Existing Shares and the Further Shares.

## 1.2 Construction

1.2.1 Unless a contrary indication appears in this Agreement:

1.2.1.1 terms defined in the Facilities Agreement have the same meaning in this Agreement;

1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Agreement as if set out in full in this Agreement (except that references to the Facilities Agreement shall be construed as references to this Agreement) with all necessary amendments;

1.2.1.3 all provisions in the Facilities Agreement that are stated therein to apply to the Finance Documents apply to this Agreement as if set out in full in this Agreement; and

1.2.1.4 reference to the singular is a reference to the plural and vice versa.

1.2.2 Unless a contrary indication appears, any reference in this Agreement to:

1.2.2.1 the **"Chargor"** and/or the **"Security Trustee"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee in accordance with the Finance Documents;

- 1.2.2.2 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.2.3 an “**account**” is a reference to that account as re-designated, renumbered, substituted or replaced from time to time; and
- 1.2.2.4 “**this Agreement**”, the “**Facilities Agreement**”, any other “**Finance Document**” or any other agreement or instrument is a reference to this Agreement, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
- 1.2.3 Where this Agreement includes the words “**including**”, “**in particular**” or “**or otherwise**” (or similar words or phrases), the intention is to state examples and not to be exhaustive.
- 1.2.4 References to any Security “**created by this Agreement**” are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Agreement.

### 1.3 **Third Party Rights**

- 1.3.1 Unless expressly provided in this Agreement, a person who is not a party to a this Agreement has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce or to enjoy the benefit of any term of this Agreement.
- 1.3.2 Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

## 2. **COVENANT TO PAY**

### 2.1 **Covenant to pay**

- 2.1.1 The Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.
- 2.1.2 Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1.1

## 3. **SECURITY**

### 3.1 **Grant of Security**

- 3.1.1 As security for the payment to the Security Trustee of the Secured Obligations, the Chargor:
  - 3.1.2 assigns and pledges to the Security Trustee as agent and trustee for the Secured Parties all the Chargor’s rights in the Charged Assets.
  - 3.1.3 undertakes to assign and pledge to the Security Trustee as agent and trustee for the Secured Parties any Further Shares to which it becomes entitled after the date of this Agreement promptly upon acquiring title to such Further Shares.

### 3.2 **Continuing security**

The Security created by this Agreement is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Agreement will apply at all times:

- 3.2.1 regardless of the date on which any of the Secured Obligations were incurred;
- 3.2.2 notwithstanding any intermediate payment or discharge; and
- 3.2.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

### 3.3 **Independent Security**

The Security created by this Agreement is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party. No prior security held by any Secured Party over the whole or any of the Charged Assets will merge with the Security created by this Agreement.

### 3.4 Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

- 3.4.1 the recourse of the Security Trustee under this Agreement is to be limited to the Chargor's interest in the Charged Assets; and
- 3.4.2 the liability of the Chargor to the Security Trustee pursuant to or otherwise in connection with this Agreement shall be:
  - (e) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Agreement with respect to the Charges Assets; and
  - (f) satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Agreement.

## 4. **REPRESENTATIONS**

### 4.1 **Representations**

The Chargor represents to each Secured Party that:

#### 4.1.1 **Status**

- 4.1.1.1 It is a corporation with limited liability, duly incorporated and validly existing under the laws of England and Wales.
- 4.1.1.2 It has the power to own its assets and carry on its business as it is being conducted.
- 4.1.1.3 It possesses the capacity to sue and be sued in its own name.

#### 4.1.2 **Binding obligations**

Subject to the Legal Reservations:

- 4.1.2.1 the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations; and



4.1.2.2 (without limiting the generality of Clause 4.1.2.1), this Agreement creates the security interests which it purports to create and those security interests are valid and effective.

**4.1.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Agreement and the granting of the Security under or pursuant to this Agreement do not and will not conflict with:

4.1.3.1 any law or regulation applicable to it;

4.1.3.2 its constitutional documents; or

4.1.3.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

**4.1.4 Power and authority**

4.1.4.1 It 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.

4.1.4.2 No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Agreement.

**4.1.5 Validity and admissibility in evidence**

All Authorisations required:

4.1.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement; and

4.1.5.2 to make this Agreement admissible in evidence in its Relevant Jurisdiction,

have been obtained or effected and are in full force and effect save as set out in clause 4.1.8 below.

**4.1.6 Governing law and enforcement**

4.1.6.1 The choice of governing law of this Agreement will be recognised and enforced in Its Relevant Jurisdiction.

4.1.6.2 Any judgment obtained in relation to this Agreement in Scotland will be recognised and enforced in its Relevant Jurisdiction.

**4.1.7 Insolvency**

No:

4.1.7.1 corporate action, legal proceeding or other procedure or step described in clause 30.7(a) of the Facilities Agreement; or

4.1.7.2 creditors' process described in clause 30.8 (*Creditors' Process*) of the Facilities Agreement,

has been taken or, to the knowledge of the Chargor, threatened in relation to the Chargor and none of the circumstances described in clause 30.6 (*Insolvency*) of the Facilities Agreement applies to the Chargor.

**4.1.8 No filing or stamp taxes**

Under the laws of its Relevant Jurisdiction it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp duty, registration, notarial or similar Taxes or fees be paid on or in relation to this Agreement or the transactions contemplated by this Agreement except registration of particulars of this Agreement at the Companies House in England and Wales under section 859A of the Companies Act 2006 and payment of associated fees which registrations, filings, fees and stamp duty will be made and paid promptly after the date of this Agreement.

**4.1.9 Deduction of Tax**

It is not required to make any deduction for or on account of Tax from any payment it may make under this Agreement to a Lender which is:

**4.1.9.1 a Qualifying Lender:**

- (a) falling within paragraph (a)(i) of the definition of "**Qualifying Lender**"; or
- (b) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of "**Qualifying Lender**"; or
- (c) falling within paragraph (b) of the definition of "**Qualifying Lender**" or;

**4.1.9.2 a Treaty Lender and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).**

**4.1.10 No proceedings pending or threatened**

**4.1.10.1** No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have been started or threatened against it.

**4.1.10.2** No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

**4.1.11 Ranking**

**4.1.11.1** Its payment obligations under this Agreement rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**4.1.11.2** The Security under this Agreement has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.

#### 4.1.12 **Centre of main interests and establishments**

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "*establishment*" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

#### 4.1.13 **Good faith**

It enters into this Agreement in good faith and for the purposes of the promotion of the success of its business and has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Agreement and has satisfied itself that there are reasonable grounds for believing that by executing this Agreement it will derive commercial benefit.

#### 4.1.14 **The Charged Assets**

- 4.1.14.1 The shares specified in Schedule 1 (*The Existing Shares*) are at the date of this Agreement the only shares legally and beneficially owned by it in the Company;
- 4.1.14.2 the Charged Assets is fully paid and none of the Charged Assets is subject to any Security or Quasi-Security or lien, charge, equity, encumbrance, pledge, assignation, option to purchase or similar rights of any person other than the Security Trustee;
- 4.1.14.3 the Security Trustee is entitled to be registered or to require a nominee to be registered as member of the Company without any right of the board of directors of the Company to refuse registration or to consent to such registration only subject to satisfaction of conditions; and
- 4.1.14.4 no "warning notice" or "restrictions notice" (in each case as defined in paragraph 1(2) of Schedule 1B of Part 21A of the Companies Act) has been issued to the Chargor in respect of all or any part of the Charged Assets; and
- 4.1.14.5 it has not (other than the Security Trustee or its nominee) nominated another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Charged Assets.

### 5. **UNDERTAKINGS**

#### 5.1 **Transfer of Shares**

- 5.1.1 Promptly on the date of delivery of this Agreement, the Chargor shall deliver to the Security Trustee a valid executed and dated transfer or transfers of the Existing Shares in favour of the Security Trustee or its nominee, together with the relevant share certificate(s) and procure the registration of such transfer or transfers of the Existing Shares in the name of the Security Trustee or its nominee in the statutory books of the Company;
- 5.1.2 Promptly following execution of this Agreement, the Chargor shall:
  - 5.1.2.1 exhibit evidence satisfactory to the Security Trustee that the transfer of the Existing Shares to the Security Trustee or its nominee has been approved by the board of directors of the Company registered in accordance with the articles of association of the Company; and

- 5.1.2.2 deliver or procure the delivery to the Security Trustee of (a) share certificate(s) in name of the Security Trustee or its nominee in respect of the Existing Shares and (b) an updated register of members of the Company reflecting such transfer or transfers.
- 5.1.3 Promptly following execution of this Agreement the Chargor shall execute such other documents and take such further action as the Security Trustee may require for the purpose of vesting title to the Charged Assets in the name of the Security Trustee (or its nominee).
- 5.1.4 Promptly following each future occasion on which the Chargor becomes entitled to any Further Shares (whether by purchase, subscription or otherwise), the Chargor shall:
  - 5.1.4.1 deliver to the Security Trustee a duly executed share pledge in relation to the Further Shares on the same terms as this Agreement and all certificates and other documents of title or evidence of ownership in the name of the Security Trustee (or its nominee);
  - 5.1.4.2 deliver to the Security Trustee validly executed and dated transfer or transfers of the Further Shares in favour of the Security Trustee or its nominee, together with the relevant share certificate(s) and procure the registration of such transfer or transfers of the Further Shares in the name of the Security Trustee or its nominee in the statutory books of the Company;
  - 5.1.4.3 exhibit evidence satisfactory to the Security Trustee that the transfer of the Further Shares to the Security Trustee or its nominee has been approved by the board of directors of the Company registered in accordance with the articles of association of the Company; and
  - 5.1.4.4 deliver or procure the delivery to the Security Trustee of (a) share certificate(s) in name of the Security Trustee or its nominee in respect of the Further Shares and (b) an updated register of members of the Company reflecting such transfer or transfers.

- 5.1.5 The Security Trustee hereby acknowledges that notwithstanding any transfer or delivery of it ex facie of the Charged Assets and the vesting of title of the Charged Assets in the name of the Security Trustee or its nominee or the custody thereof by the Security Trustee or its nominee, the Charged Assets are and shall truly be held by the Security Trustee or its nominees as security, subject to and in accordance with the terms of this Agreement, for the payment of the Secured Obligations.

## **5.2 Maintenance of Charged Assets**

The Chargor will not:

- 5.2.1 take or permit the taking of any action which would: (a) adversely alter the rights attached to the Shares or would prejudice the value of, or the ability of the Security Trustee to realise the Security created by this Agreement, except where such action is expressly permitted in the Facilities Agreement; or (b) prejudice the interests of any Secured Party under any Finance Document; or
- 5.2.2 except where the Security Trustee so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of the Charged Assets (save where the Shares have been registered in the Security Trustee or its nominee pursuant to the provisions of this Agreement).

## **5.3 Negative pledge and restriction on dealing**

The Chargor shall not (and shall not agree to):

- 5.3.1 create or permit to subsist any Security or Quasi-Security over;
- 5.3.2 sell, assign, factor, discount, transfer, lease, release, terminate or otherwise dispose of any of;
- 5.3.3 agree any variation, waiver, dilution or termination of the rights attaching to the whole or any part of (or permit any of the foregoing); or
- 5.3.4 enter into any agreements, deeds or documents in connection with,

the Charged Assets (or any rights or obligations in relation to the Charged Assets), except as expressly permitted under the Facilities Agreement.

## **5.4 Dividends and voting rights, etc.**

- 5.4.1 Until the Security created by this Agreement has become enforceable in accordance with clause 6.1 below:
- 5.4.1.1 to the extent it receives or is otherwise entitled to such rights, the Security Trustee will ensure that all dividends, distributions and other monies paid on, subject to the terms of the Facilities Agreement and/or the Security Trust and Intercreditor Deed, or derived from the Shares will be held for the account of the Chargor and that any such payments received will be promptly paid over to the Chargor in accordance with its directions;
- 5.4.1.2 all voting and other rights and powers attaching to the Shares may be exercised by the Chargor provided that the Chargor shall not be entitled to exercise such voting and other rights and powers attaching to the Shares in a manner which the Security Trustee considers to be prejudicial to the interests of the Security Trustee (or its nominee) or any Secured Party under the Finance Documents; and

- 5.4.1.3 copies of all notices, documents and other communications received by the Security Trustee in connection with the Charged Assets shall be forwarded to the Chargor promptly following receipt.
- 5.4.2 At any time when the Shares are registered in the name of the Security Trustee (or its nominee), the Security Trustee shall not be under any duty to the Chargor:
  - 5.4.2.1 to ensure that any dividends, distributions or other moneys payable in respect of the Charged Assets are duly and promptly paid or received by the Security Trustee (or its nominee); or
  - 5.4.2.2 to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, or in respect of or in substitution for, any of the Shares.

## **5.5 Further assurance**

### **5.5.1 Further action**

The Chargor shall at its own expense, promptly do all such acts and execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, pledges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominees in order to:

- 5.5.1.1 perfect the Security created or intended to be created under or evidenced by this Agreement or for the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Delegate in respect of any Secured Property or provided by or pursuant to this Agreement or by law; or
- 5.5.1.2 confer on the Security Trustee or the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Agreement; and/or
- 5.5.1.3 facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or evidenced by or pursuant to this Agreement.

### **5.5.2 Security under this Agreement**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to this Agreement.

## **5.6 Power to remedy**

If at any time the Chargor does not comply with any of its obligations under this Agreement within any specified grace period under this Agreement and provided that the Security Trustee has given the Chargor written notice of non-compliance and the Chargor has not rectified the relevant breach within five (5) Business Days of receipt of such notice, the Security Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary to rectify that default.

## **5.7 Power of attorney**

The Chargor, by way of security, irrevocably appoints the Security Trustee and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or the Security created by this Agreement has become enforceable which the Chargor is obliged to take under this Agreement, including under clause 5.5 (*Further assurance*), or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

**6. ENFORCEMENT OF SECURITY**

**6.1 When security enforceable**

The Security created by this Agreement shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

**6.2 Enforcement Powers**

6.2.1 At any time following the Security created pursuant to this Agreement becoming enforceable in accordance with clause 6.1 above, the Security created by or pursuant to this Agreement may be enforced as follows:

6.2.1.1 the Security Trustee may sell, call in, collect or convert into money any Charged Assets with full power to sell any of them either together or in parcels and either by public auction or private contract and for such consideration (whether in cash, securities or other assets and whether deferred or not) as the Security Trustee may think fit and with full power to buy in or rescind or vary any contract of sale of the Charged Assets or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for all or any of these purposes to execute all such documents (including transfers and assurances) and do all such things as it may think fit;

6.2.1.2 the Security Trustee may apply all or any monies received or held by it in respect of the Charged Assets in accordance with Clause 7.1 (*Order of priority*); and

6.2.1.3 the Chargor shall on demand execute such documents (including transfers and assurances) and do all such things which the Security Trustee may require for perfecting its title to any Charged Assets or for vesting the same in the Security Trustee or any purchaser.

6.2.2 After this security has become enforceable in accordance with clause 6.1 above:

6.2.2.1 the Chargor's right to exercise the votes attaching to the Charged Assets and to receive the dividends and other payments in respect of the Charged Assets which it would otherwise be entitled to receive and retain under this Agreement shall cease and shall thereupon become vested in the Security Trustee (or its nominees) who shall have the sole right to exercise such voting rights and to receive and hold all such dividends and other payments; and

6.2.2.2 all dividends and other payments which are received by the Chargor contrary to the provisions of Clause 6.2.2.1 shall be received in and are hereby declared by the Chargor to be subject to a trust for the benefit of the Security Trustee and shall be segregated from other funds of the Chargor and forthwith be paid over to the Security Trustee to the intent that the Security Trustee shall be entitled to exercise such rights and receive such payments for the purpose of protecting or enforcing the security constituted hereby.

6.2.3 The Security Trustee shall incur no liability to the Chargor in the event of an over realisation of Charged Assets or any of them or from any error or omission in the administration thereof.



### 6.3 **Appropriation of payments**

Any appropriation by the Security Trustee under this Agreement will override any appropriation by the Chargor.

### 6.4 **Financial collateral**

6.4.1 To the extent that any of the assets charged under this Agreement constitute "financial collateral" and this Agreement constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**")) the Security Trustee shall have the right after such Security has become enforceable, but only whilst it remains enforceable, to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

6.4.2 Where any financial collateral is appropriated, its value shall be:

6.4.2.1 in the case of cash, its face value at the time of the appropriation;

6.4.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.4.2.3 in any other case, the amount determined by the Security Trustee by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 6.4 is commercially reasonable for the purposes of the FC Regulations.

## 7. **APPLICATION OF MONIES**

### 7.1 **Order of priority**

7.1.1 All amounts received by any Secured Party in connection with the enforcement of the Security created by this Agreement will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Security Trust and Intercreditor Deed.

7.1.2 This Clause 7.1 does not prejudice the right of any Secured Party to recover any shortfall from an Obligor.

### 7.2 **New accounts**

If at any time:

7.2.1 the Chargor's obligations cease to be continuing obligations for any reason; or

7.2.2 a Secured Party receives or is deemed to have received notice of subsequent Security over any of the Charged Assets,

then each Secured Party may open a new account with the Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent Security was received and as from that time all payments made by or on behalf of the Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

### 7.3 **Release of Charged Assets**

Upon the expiry of the Security Period (subject to clause 9.2 (*Avoidable Payments*) and 9.1 (*Reinstatement*) or to the extent permitted under clause 20.29.1 (*Release*) of the Security Trust and Intercreditor Deed (but not otherwise), the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Charged Assets (or the relevant part thereof) from the Security created by this Agreement.

## 8. **PROTECTION OF THIRD PARTIES**

8.1 No person (including a purchaser) dealing with the Security Trustee will be concerned to enquire whether:

8.1.1 any money remains due under the Finance Documents;

8.1.2 any power which the Security Trustee or Delegate is purporting to exercise has arisen or become exercisable;

8.1.3 the Security Trustee is validly appointed and acting within its powers in accordance with this Agreement; or

8.1.4 the Secured Obligations have become payable;

8.2 The receipt of the Security Trustee will be an absolute and conclusive discharge to a purchaser of any of the Charged Assets who will have no obligation to enquire how any monies are applied.

### 8.3 **No liability as creditor in possession**

No Secured Party will be liable to account to the Chargor as creditor in possession by reason of entering into possession of any of the Charged Assets, or for any cost, loss or liability on realisation, nor for any default or omission for which a creditor in possession might be liable.

### 8.4 **Further advances**

The Security created by this Agreement is intended to secure any further advances which any Secured Party is obliged to make under the Finance Documents.

### 8.5 **Discretion of the Secured Parties**

Each Secured Party is entitled to exercise its rights, powers and discretions under this Agreement in accordance with the terms of the Finance Documents and the Chargor has no right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Agreement.

## 9. **SAVING PROVISIONS**

### 9.1 **Reinstatement**

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Agreement shall continue as if the discharge or arrangement had not occurred. The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### 9.2 **Avoidable payments**

If the Security Trustee or the Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Agreement.

### 9.3 **Waiver of defences**

The obligations of the Chargor under this Agreement and the Security created under this Agreement will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Agreement or the Security created under this Agreement (without limitation and whether or not known to it or any Secured Party) including:

- 9.3.1 any time, waiver or consent granted to, or composition with, the Chargor, any Obligor or other person;
- 9.3.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- 9.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 9.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, any Obligor or any other person;
- 9.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 9.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 9.3.7 any insolvency or similar proceedings.

#### 9.4 **Chargor's Intent**

Without prejudice to the generality of Clause 9.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created under this Agreement shall extend from time to time to any (however fundamental) variation, increase, restatement, supplement, replacement, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 9.5 **Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) 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 a Finance Document to the contrary.

#### 9.6 **Appropriations**

Until all amounts which may be or become payable by the Obligors or the Chargor under or in connection with the Finance Documents have been unconditionally and irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 9.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 9.6.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Agreement.

#### 9.7 **Deferral of Chargor's rights**

Until all amounts which may be or become payable by the Obligors or the Chargor under or in connection with the Finance Documents have been unconditionally and irrevocably paid in full and unless the Security Trustee otherwise directs, the Chargor may not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents:

- 9.7.1 to be indemnified by a Obligor;
- 9.7.2 to claim any contribution from any Obligor or guarantor of any Obligor's obligations under the Finance Documents;
- 9.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 9.7.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Obligor or the Chargor have given a guarantee, undertaking or indemnity;
- 9.7.5 to exercise any right of set-off against any Obligor; and/or

- 9.7.6 to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 7.1 (*Order of Priority*).

10. **CHANGES TO THE PARTIES**

10.1 **No assignment by Chargor**

The Chargor may not assign, transfer, novate or otherwise deal with any of its rights or obligations under, or interests in, this Agreement.

10.2 **Assignment by Security Trustee**

The Security Trustee may assign or transfer all or any part of its rights under this Agreement pursuant to the resignation or removal of the Security Trustee in accordance with the Security Trust and Intercreditor Deed. The Chargor shall, promptly and in any event within 3 Business Days of being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

11. **CERTIFICATES**

Any certificate of or determination by a Secured Party, the Security Trustee or the Agent specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates.

12. **EXECUTION, COUNTERPARTS AND DELIVERY**

- 12.1 This Agreement may be executed in any number of counterparts and by each party on separate counterparts.

- 12.2 Where executed in counterpart:

- 12.2.1 this Agreement will not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "**Counterparts Act**");
- 12.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- 12.2.3 the date of delivery may be inserted on the first page of this Agreement in the blank provided for the delivery date; and
- 12.2.4 the parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Agreement.

13. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the law of Scotland.

14. **JURISDICTION**

- 14.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 14.2 The parties to this Agreement agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Agreement will argue to the contrary.
- 14.3 Clause 14.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** this Agreement comprising this and the preceding 18 pages along with the Schedule annexed hereto are executed as follows:

**COMPANY**

**SIGNED** for and on behalf of )  
**VESTUS 2 VCT PLC** )  
VENTUS

at Berger House, London )

on 13/06/2019 )


MATT RILEY

(Print Name)

 ..... Attorney/Director

(Signature)

in the presence of:

Witness signature: 

Witness name: MAX THORNTON

Address: 36-38 BERKELEY SQUARE

LONDON, W1J 5AE

Occupation: FINANCE

**SECURITY TRUSTEE**

**SIGNED** for and on behalf of  
**BAYERISCHE LANDESBANK**

acting by:

Maria Di Marzio  
Director

)  
)  
)  
)  
)

Authorised Signatory

at London EC2V 7WS

on 19 June 2019

and

Karin Schramm  
Senior Director

)  
)  
)  
)  
)

Authorised Signatory

at London EC2V 7WS

on 19 June 2019

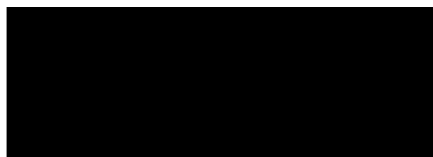
in the presence of:

Witness Signature

Witness Name

Address:

Occupation:



**Victoria Quek**

Solicitor

**Eversheds Sutherland (International) LLP**  
1 Wood Street, London EC2V 7WS

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE GRANTED BY  
THE CHARGOR IN FAVOUR OF BAYERISCHE LANDESBANK ON \_\_\_\_\_ 2019**

**SCHEDULE**

**The Existing Shares**

<b>No</b>	<b>Name of Company</b>	<b>Company number</b>	<b>Jurisdiction of incorporation</b>	<b>Shares</b>	
1.	OSSPOWER LIMITED	SC310177	Scotland	300,000 ordinary shares £0.01 each	B of