



Registration of a Charge

Company Name: **OCTOPUS ENERGY GROUP LIMITED**

Company Number: **09718624**



XCHFNM EJ

Received for filing in Electronic Format on the: **01/12/2023**

Details of Charge

Date of creation: **01/12/2023**

Charge code: **0971 8624 0013**

Persons entitled: **SHELL ENERGY EUROPE LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9718624

Charge code: 0971 8624 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2023 and created by OCTOPUS ENERGY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2023 .

Given at Companies House, Cardiff on 5th December 2023

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**

Dated 1 December 2023

OCTOPUS ENERGY GROUP LIMITED

and

SHELL ENERGY EUROPE LIMITED

SECURITY OVER SHARES AND INTRAGROUP RECEIVABLES AGREEMENT

 **NORTON ROSE FULBRIGHT**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic original instrument.

Norton Rose Fulbright LLP

Date: 1 December 2023

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THIS AGREEMENT is dated 1 December 2023 and is made between:

- (1) **OCTOPUS ENERGY GROUP LIMITED** (formerly known as Octopus Energy Holdings Limited), a company incorporated in England and Wales with company number 09718624 whose registered office is at UK House, 5th Floor, 164-182 Oxford Street, London, W1D 1NN, United Kingdom (the **Chargor**); and
- (2) **SHELL ENERGY EUROPE LIMITED**, a company incorporated in England and Wales with company number 04162523 whose registered office is at Shell Centre, London, SE1 7NA, England, acting through its agent, **SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED**, a company incorporated in England and Wales with company number 00525037, whose registered office is at 80 Strand, London, WC2R OZA, England (**SEEL**).

RECITALS:

- (A) Octopus Energy Limited 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. Octopus Energy Limited and SEEL are entering into an amendment to the Global Agreement on or about the date of this Agreement. The Chargor and SEEL have agreed to enter into a new charge over shares and certain intercompany receivables in connection with such amendments.
- (B) Pursuant to the Original Security Agreements (as defined below) the Chargor created security over certain of its assets in favour of SEEL as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Security Agreements).
- (C) The Chargor wishes to confirm the existing security created pursuant to the Original Security Agreements and grant security over the Charged Assets in respect of the Secured Obligations (as defined below).
- (D) 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:

2018 SEEL Share Charge means the charge over shares between the Chargor and SEEL dated 5 March 2018

2020 Intra-Group Loan Agreement means the on-loan facility agreement dated 30 April 2020 between the Chargor as lender and Octopus Energy Limited as borrower

2021 SEEL Share Charge means the charge over shares between the Chargor and SEEL dated 28 October 2021

2022 SEEL Security Agreement means the security over shares and intragroup receivables agreement between the Chargor and SEEL dated 28 October 2022

Acceleration Event means the giving of notice pursuant to clause 17.2 (*Consequences of Default*) of the Global Agreement

Affect Energy means Affect Energy Ltd, a company incorporated in England and Wales with company number 09263368, whose registered office is at UK House, 5th Floor, 164-182 Oxford Street, London, W1D 1NN, United Kingdom

Charged Assets means all of the assets and undertakings of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of SEEL by or pursuant to this Agreement

Charged Portfolio means the Shares and the Related Assets

Collateral Rights means, subject always to the provisions of clause 6 (*Voting rights and dividends*) in relation to the exercise of dividend and voting rights, all rights, powers and remedies of SEEL under or in connection with the Transaction Security granted by the Chargor or by law

Fixed Security means any fixed charge or assignment expressed to be constituted by or pursuant to clause 4 (*Covenant to pay and fixed Security*) of this Agreement.

Global Agreement means the global agreement originally dated 5 March 2018 between Octopus Energy Limited and SEEL as amended and restated on 16 October 2019 and subsequently amended on 28 April 2020, 18 December 2020, 1 July 2021, 20 October 2021, 17 December 2021, 28 October 2022 and 1 September 2023, as may be further amended, restated, novated and/or replaced from time to time

Intra-Group Loan Agreements means any loan agreement entered into by the Chargor in its capacity as lender and any of Octopus Energy Limited, SERL, Affect Energy or any Subsidiary of Octopus Energy Limited, SERL or Affect Energy in its capacity as borrower including, without limitation, any loan agreements set out in Schedule 4 (*Details of Current Intra-Group Loans*)

Intra-Group Receivables means any book and other debts and monetary claims owing to the Chargor by Octopus Energy Limited, SERL, Affect Energy or any Subsidiary of Octopus Energy Limited, SERL or Affect Energy from time to time including, without limitation, any book and other

debts and monetary claims owed to the Chargor by Octopus Energy Limited, SERL, Affect Energy or any Subsidiary of Octopus Energy Limited, SERL or Affect Energy set out in Schedule 5 (*Details of Current Intra-Group Receivables*)

Notice of Charge/Assignment means a notice of assignment or charge (as applicable) in substantially the form set out in Schedule 2 (*Form of Notice of Assignment of Intra-Group Receivables*) or Schedule 3 (*Form of Notice of Assignment of Intra-Group Loan Agreements*) or in such form as may be specified by SEEL

Octopus Energy Limited means the company incorporated in England and Wales with company number 09263424 whose registered office is at UK House, 5th Floor, 164-182 Oxford Street, London, W1D 1NN, United Kingdom

Original Security means the Security created by or pursuant to the Original Security Agreements

Original Security Agreements means the:

- (a) 2018 SEEL Share Charge; and
- (b) 2021 SEEL Share Charge; and
- (c) 2022 SEEL Security Agreement

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

Receiver means a receiver or receiver and manager and that term will include any appointee made under a joint or several appointment

Related Assets means all dividends, interest and other monies at any time 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

Related Rights means, in relation to each Intra-Group Receivable or Intra-Group Loan Agreement:

- (a) the proceeds of sale of any part of that Intra-Group Receivable or Intra-Group Loan Agreement;

- (b) all rights under any licence, agreement for sale in respect of that Intra-Group Receivable or Intra-Group Loan Agreement;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that Intra-Group Receivable or Intra-Group Loan Agreement; and
- (d) any moneys and proceeds paid or payable in respect of that Intra-Group Receivable or Intra-Group Loan Agreement

Secured Obligations means all present and future obligations and liabilities owing to SEEL from time to time by the Chargor, Octopus Energy Limited, SERL or Affect Energy under or pursuant to the Transaction Documents (including any liability in respect of any further advances made under the Transaction Documents), in each case whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor, Octopus Energy Limited, SERL, Affect Energy or by some other person to SEEL, 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 or prohibited by any applicable law

Security Period means the period beginning on the date of this Agreement and ending on the date on which SEEL is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and SEEL is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, Octopus Energy Limited, SERL, Affect Energy or any other person under any of the Transaction Documents

SERL means Shell Energy Retail Limited, a company incorporated in England and Wales with company number 0507088 whose registered office is at Shell Energy House Westwood Business Park, Westwood Way, Coventry, England, CV4 8HS

Shares means all of the shares in the capital of Octopus Energy Limited held by, to the order of or on behalf of the Chargor at any time, including but not limited to the shares described in Schedule 1 (*Shares*)

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

Transaction Document has the meaning given to such term in the Global Agreement

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 any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

1.4 **Nature of Security**

- (a) Notwithstanding that this Agreement purports to create a "first fixed charge" over certain assets of the Chargor, SEEL acknowledges that the Chargor has, at the date of this Agreement, already entered into the Original Security and SEEL has the benefit of a "first fixed charge" under the Original Security in respect of certain assets expressed to be charged pursuant to this Agreement.
- (b) Where there is an obligation on the Chargor to undertake the same action in favour of SEEL under the Original Security Agreements and this Agreement, to the extent that the Chargor fulfils such action under the Original Security Agreements then, unless SEEL requests any further action be taken pursuant to clause 10.1 (*Covenant for further assurance*) of this Agreement, it shall be considered to have satisfied such requirement under each of the Original Security Agreements and this Agreement (save that this clause 1.5 shall not apply in respect of any document, notice or evidence required as a condition precedent to the effectiveness of any amendment to the Global Agreement).
- (c) To the extent there is any conflict and/or inconsistency between the terms of this Agreement and the Original Security Agreements, the terms of this Agreement shall prevail.

1.5 **Present and future assets**

- (a) A reference in this Agreement to any Charged Asset or other asset includes, unless the contrary intention appears, present and future Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Agreement.

1.6 Separate Security

Clauses 4.2 (*Fixed charge over Charged Portfolio*) to 4.5 (*Assignment of Intra-Group Loan Agreements*) shall be construed as creating a separate and distinct fixed charge or assignment over each relevant asset within any particular class of assets defined in this Agreement and the failure to create an effective fixed charge or assignment (whether arising out of this Agreement or any act or omission by any party) over any one asset shall not affect the nature or validity of the charge or assignment imposed on any other asset whether within that same class of assets or not.

2 Confirmation of Existing Security

For the avoidance of doubt, the Chargor confirms for the benefit of SEEL that the Original Security shall remain in full force and effect and continue to secure the Secured Obligations (as such term is defined in the relevant Original Security Agreement).

3 Common provisions as to all Security

3.1 All the Security created by or pursuant to this Agreement is:

- (a) created with full title guarantee;
- (b) created in favour of SEEL; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

4 Covenant to pay and fixed Security

4.1 Covenant to Pay

The Chargor covenants with SEEL that it shall, on written demand of SEEL, pay or discharge each of the Secured Obligations on their due date in accordance with their respective terms, provided that recovery of the Secured Obligations shall be limited to the Charged Assets.

4.2 Default interest

If the Chargor fails to pay any amount payable by it under this the Transaction Security Documents on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the rate determined in accordance with and on the terms set out in clause 6.3 (*Payment and Invoicing*) of the Global Agreement.

4.3 Fixed charge over Charged Portfolio

The Chargor charges, by way of first fixed charge, the Charged Portfolio.

4.4 Fixed charge and assignment of Intra-Group Receivables

- (a) The Chargor assigns and agrees to assign absolutely in favour of SEEL all of its rights, claims, title and interest from time to time in and to all Intra-Group Receivables (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Agreement) and all Related Rights.
- (b) The Chargor charges (to the extent not validly and effectively assigned pursuant to the above and are not otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Agreement) by way of first fixed charge, in favour of SEEL, all of its rights, title and interest from time to time in and to all Intra-Group Receivables and all Related Rights.

4.5 Fixed charge and assignment of Intra-Group Loan Agreements

- (a) The Chargor assigns and agrees to assign absolutely in favour of SEEL all of its rights, claims, title and interest from time to time in and to each Intra-Group Loan Agreement and all Related Rights.
- (b) The Chargor charges (to the extent not validly and effectively assigned pursuant to the above) by way of first fixed charge, in favour of SEEL, all of its rights, title and interest from time to time in and to all Intra-Group Loan Agreements and all Related Rights.

5 Deposit of certificates, related rights and release

5.1 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) (i) deposit (or procure there to be deposited) with SEEL all certificates and other documents of title to the Shares and duly executed but undated stock transfer forms in respect of the Shares completed in the name of SEEL (or such other nominee(s) as it may direct) and (ii) at any time during the Security Period do all other things that SEEL may require to ensure that, immediately following an Acceleration Event, SEEL is able to transfer the Shares to, and have the Shares registered in the name of, SEEL (or its nominee(s)).

5.2 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 legal and/or 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 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)) immediately following an Acceleration Event of those Related Assets.

5.3 **Release**

Upon SEEL being satisfied that the Secured Obligations have been irrevocably paid or discharged in full, and SEEL having no further actual or contingent obligations to make advances or provide other financial accommodation to the Chargor, Octopus Energy Limited, SERL, Affect Energy or any other person under the Transaction Documents, SEEL shall, at the request and cost of the Chargor, release all the Security granted by this Agreement without recourse to, and without any representations or warranties by, SEEL or any of its nominee(s).

6 **Voting rights and dividends**

6.1 **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 arising from the Charged Portfolio.

6.2 **Dividends after an Acceleration Event**

Upon 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) apply all dividends, interest and other monies arising from the Charged Portfolio as though they were the proceeds of sale under this Agreement.

6.3 **Voting rights prior to SEEL Notice**

Prior to the giving of a SEEL Notice pursuant to clause 6.4 (*Voting rights after SEEL Notice*), the Chargor shall be entitled to exercise all voting rights in relation to the Shares.

6.4 **Voting rights after SEEL Notice**

(a) Subject to clause 6.4(b) below, upon the occurrence of an Acceleration Event, SEEL may (but without having any obligation to do so) give notice to the Chargor that this clause 6.4 will apply (a **SEEL Notice**). With effect from the giving of a SEEL Notice, SEEL may, at its discretion, (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

(i) exercise (or refrain from exercising) any voting rights in respect of the Shares; and

(ii) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Charged Portfolio, to concur or participate in:

- (A) 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);
- (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (C) 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 Charged Portfolio.

- (b) Where the mandatory notification procedure under the National Security and Investment Act 2021 (the **NSIA**) applies to the acquisition of voting rights by SEEL in respect of the Shares, SEEL shall not acquire voting rights until clearance has been obtained under the NSIA.

6.5 **National Security and Investment Act 2021 –notifications**

Where clause 6.4(b) (*Voting rights after SEEL Notice*) applies, SEEL may give a mandatory notice to the Secretary of State in accordance with the NSIA notifying of the proposed acquisition of voting rights by SEEL.

6.6 **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 Shares conferred or to be conferred on SEEL pursuant to clause 6.4 (*Voting rights after SEEL Notice*).
- (b) Once a notice has been issued by SEEL under this clause 6.6(a), 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 Shares conferred or to be conferred on it pursuant to clause 6.4 (*Voting rights after SEEL Notice*) 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 Shares.

7 Notice of Security

7.1 Notice of Security

- (a) The Chargor shall, on the date of this Agreement or, if later, when requested by SEEL from time to time, promptly deliver to SEEL (or procure the delivery of) a Notice of Charge/Assignment (as appropriate) duly executed by, or on behalf of, the Chargor in relation to any asset which is the subject of the Fixed Security.
- (b) The Chargor shall use all reasonable endeavours to procure from each recipient of such a Notice of Charge/Assignment an acknowledgement in the form set out therein.

8 Intra-Group Receivables

8.1 Release of Intra-Group Receivables: Before Acceleration Event

Prior to the occurrence of an Acceleration Event, the proceeds of the realisation of the Intra-Group Receivables shall (subject to any restriction on the application of such proceeds contained in this Agreement or in the Transaction Documents), upon such proceeds being credited to an account of the Chargor, be released from the fixed security created pursuant to clause 4.4 (*Charge and Assignment of Intra-Group Receivables*) and the Chargor shall be entitled to withdraw such proceeds.

8.2 Release of Intra-Group Receivables: After Acceleration Event

After the occurrence of an Acceleration Event the Chargor shall hold the proceeds of the realisation of any Intra-Group Receivables that it receives on trust for SEEL.

9 Chargor's representations and undertakings

9.1 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) It is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(ii) It has the power to own its assets and carry on its business as it is being conducted.

(b) **Binding obligations**

Subject to any general principles of law as at the date of this Agreement limiting its obligations, the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations;

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

The entry into and performance by it 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 and shall not:

(i) conflict with:

(A) any law or regulation applicable to it;

(B) its or any of its subsidiaries constitutional documents; or

(C) any material agreement or instrument binding upon it, or the Shares; or

(ii) result in the existence of, or oblige it to create, any Security over the Shares.

(d) **Ranking**

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 apart from any Security created by the Original Security Agreements.

(e) **Power and authority**

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.

(f) **Ownership of Shares**

It is the sole legal and beneficial owner of the Charged Portfolio free and clear of all security interests save as created by this Agreement or the Original Security 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 Charged Portfolio (other than as permitted under the Transaction Documents) and all of the Shares are validly issued, fully paid or credited as 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 Charged Portfolio contained in this Agreement.

(g) **Ownership of assets (other than Shares)**

It is the sole legal and beneficial owner of the Charged Assets (other than the Shares) over which it purports to grant Security, free and clear from any claims, third party rights or competing interests.

(h) **Authorisations**

All Authorisations required or desirable:

- (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.

(i) **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.

(j) **Winding-up**

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).

(k) **Pensions**

Neither the Chargor nor any of its subsidiaries is or has at any time been:

- (i) 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) "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) 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 of its subsidiaries.

(l) **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).

(m) **Repetition**

The representations set out in Clauses 9.1(a) (*Status*) to 9.1(l) (*Litigation*) 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.

9.2 **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 Charged Assets and will not create or permit to subsist any Security on any part of the Charged Assets or otherwise deal with any part of the Charged Assets, save as may be permitted under the Transaction Documents.

(d) **Calls on Shares**

The Chargor undertakes to pay all calls or other payments when due in respect of any part of the Charged 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 date on which SEEL made the payment on behalf of the Chargor up to the actual date of payment (after, as well as before, judgment) in accordance with clause 16.4 (*Interest on Demands*).

(e) **Voting Rights**

The Chargor shall not exercise its voting rights and powers in relation to the Charged 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 Charged Portfolio (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Agreement (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities or (iv) 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 provided that the proceeds of any such action shall form part of the Charged Portfolio.

(f) **Pensions**

The Chargor shall ensure that neither it nor any of its subsidiaries 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 or which are plainly vexatious or frivolous claims) which are current, threatened or pending against itself or any group company (or against any of the directors of any Wider Group company), and which might be adversely determined and, if adversely determined, would have a material adverse effect.

(h) **Insurance**

The Chargor shall 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.

(i) **Undertaking**

The Chargor shall:

- (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from Octopus Energy Limited; and
- (ii) promptly provide SEEL with a copy of that notice.

10 Further assurance

10.1 Covenant for further assurance

- (a) The Chargor shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) and provide such information as SEEL may reasonably specify (and in such form as SEEL may require in favour of SEEL or its nominee(s)):
 - (i) to create, perfect and/or protect the Security created or intended to be created in respect of the Charged Assets (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 Charged Assets) or for the exercise of the Collateral Rights or any rights, powers, and remedies held by any Receiver under or in connection with the Transaction Security granted by the Chargor; and/or

- (ii) to facilitate the enforcement of the Transaction Security and the realisation of the Charged Assets.

- (b) For the avoidance of doubt, the scope of Clause 10.1(a) above is not limited by the specific provisions of the rest of this Agreement or by any other provision of the Transaction Security Documents.

10.2 Prescribed wording

The following covenants shall be implied in respect of any action taken by the Chargor to comply with its obligations under clause 10.1 above (*Covenant for further assurance*):

- (a) the Chargor has the right to take such action in respect of the Charged Assets; 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.

11 Power of Attorney

11.1 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 or desirable for:

- (a) carrying out any obligation imposed on the Chargor under the Transaction Documents or any other agreement binding on the Chargor to which SEEL is a party (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Assets); and
- (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 the Transaction Security Documents or by law.

11.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers save in the case of fraud, gross negligence or wilful default.

12 Security Enforcement

12.1 Time for Enforcement

On and at any time after the occurrence of an Acceleration Event 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 any part of the Charged Assets;
- (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 Charged Assets (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 mortgagees and by this Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers.

12.2 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.
- (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.

12.3 Chargee's liability

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

12.4 Right of Appropriation

- (a) To the extent that any of the Charged Assets 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**) and subject to the occurrence of an Acceleration Event, 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 giving written notice to the Chargor. 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 commercially reasonable process as SEEL may select, including independent valuation.

- (b) 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.
- (c) Where SEEL exercises its right of appropriation and the value of the financial collateral appropriated is in excess of the Secured Obligations, SEEL must account to the Chargor for the amount by which the value of the appropriated financial collateral exceeds the value of the Secured Obligations.

12.5 **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.

13 **Receivers and administrators**

13.1 **Appointment and removal**

At any time after having been requested to do so by the Chargor or after the Transaction Security has become enforceable in accordance with clause 12 (*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 Charged Assets;
- (b) appoint one or more Receivers of separate parts of the Charged Assets 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).

13.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to clause 13.1 (*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 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 (acting reasonably) from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

13.3 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 the Transaction Security Documents) or otherwise and such powers shall remain exercisable from time to time by SEEL in respect of any part of the Charged Assets.

13.4 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 Charged Assets in respect of which he was appointed, and as varied and extended by the provisions of the Transaction Security Documents (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 itself 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 Charged Assets); or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

13.5 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 Charged Assets 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.

13.6 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.

13.7 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, subject to the Transaction Documents, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

13.8 Delegation

SEEL and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the

subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by SEEL or the Receiver itself.

14 Payments

14.1 Payments in full

All payments by the Chargor under the Transaction Security Documents will be made in full, without any set-off or other deduction.

14.2 Gross-up

If any tax or other sum must be deducted from any amount payable by the Chargor under the Transaction Security Documents, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.

14.3 VAT

All amounts payable by the Chargor under the Transaction Security Documents are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.

14.4 Currency indemnity

No payment by the Chargor (whether under a court order or otherwise) will discharge the Secured Obligations unless and until SEEL has received payment in full in the currency in which the Secured Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Secured Obligation concerned, SEEL will have a separate cause of action against the Chargor for the shortfall.

14.5 Certificates and determinations

Any certification or determination by SEEL of an amount payable by the Chargor under this Agreement is, in the absence of manifest error, conclusive evidence of that amount.

15 Effectiveness of collateral

15.1 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 or any other secured party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law.

No prior Security held by SEEL or any other secured party over the whole or any part of the Charged Assets shall merge into the collateral constituted by this Agreement.

15.2 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.

15.3 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.

15.4 No liability

None of SEEL, its nominee(s) or any Receiver appointed pursuant to this Agreement shall be liable by reason:

- (a) of taking any action permitted by this Agreement; or
- (b) any neglect or default in connection with the Charged Assets; or
- (c) or the taking possession or realisation of all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

15.5 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 4.2 (*Fixed Charge over Charged Portfolio*) to 4.5 (*Assignment of Intra-Group Loan Agreements*).
- (b) It shall be implied in respect of clause 4.2 (*Fixed Charge over Charged Portfolio*) to 4.5 (*Assignment of Intra-Group Loan Agreements*) that the Chargor is charging the Charged Assets 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).

15.6 **Continuing security**

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

15.7 **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 a Transaction Document to the contrary.

15.8 **Avoidance of Payments**

Notwithstanding clause 5.3 (*Release*), if SEEL considers 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:

- (a) the liability of the Chargor under this Agreement and the Security constituted by this Agreement shall continue as if the payment, credit, avoidance or reduction had not occurred; and
- (b) SEEL will be entitled to recover the value or amount of that payment or credit payment from the Chargor, as if the payment, credit, avoidance or reduction had not occurred,

and such amount shall not be considered to have been irrevocably discharged.

15.9 **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 Transaction Security or any rights, powers and remedies of SEEL provided by or pursuant to this Agreement or by law.

15.10 Waiver of defences

The obligations assumed, and the Security created, by the Chargor under this Agreement, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this clause 15.10, would reduce, release or prejudice any of its obligations under, or the Security created by, this Agreement (whether or not known to the Chargor or SEEL) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor, Octopus Energy Limited, SERL, Affect Energy or any other person;
- (b) the release of Octopus Energy Limited, the Chargor, SERL, Affect Energy or any other person under the terms of any composition or arrangement with any creditor of the Chargor or any member of the Group;
- (c) 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, Octopus Energy Limited, SERL, Affect Energy, the Chargor 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, Octopus Energy Limited, SERL, Affect Energy, the Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of any Transaction Document or any other document or Security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

15.11 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Transaction Documents or by reason of any amount being payable, or liability arising, under this Agreement:

- (a) to be indemnified by Octopus Energy Limited, SERL or Affect Energy or in respect of any other person;

- (b) to claim any contribution from any guarantor or any other person in respect of Octopus Energy Limited's, SERL's, Affect Energy's or any other party's obligations under the Transaction Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of SEEL under the Transaction Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Transaction Documents by SEEL;
- (d) to bring legal or other proceedings for an order requiring Octopus Energy Limited, SERL, Affect Energy or any other person to make any payment, or perform any obligation, in respect of which Octopus Energy Limited, SERL, Affect Energy or any other person has given a guarantee, undertaking or indemnity under any Transaction Document;
- (e) to exercise any right of set-off against Octopus Energy Limited, SERL, Affect Energy or any other person; and/or
- (f) to claim or prove as a creditor of Octopus Energy Limited, SERL, Affect Energy or any other person in competition with SEEL.

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 SEEL by the Chargor, Octopus Energy Limited, SERL, Affect Energy under or in connection with the Transaction Documents to be repaid in full on trust for SEEL and shall promptly pay or transfer the same to SEEL or as SEEL may direct for application in accordance with clause 17 (*Application of Proceeds*).

15.12 Appropriations

At any time from the occurrence of an Acceleration Event until the Secured Obligations have been irrevocably and unconditionally discharged in full, SEEL (or any trustee or agent on its behalf) or any Receiver may refrain from applying or enforcing any other money, security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and the Chargor will not be entitled to the benefit of the same.

16 Expenses, stamp taxes, indemnity

16.1 Enforcement expenses

The Chargor shall, within three (3) Business Days of demand pay SEEL for all costs and expenses (including legal fees) incurred by it in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the Transaction Security granted by the Chargor or

any proceedings instituted by or against SEEL as a consequence of taking or holding such Security or of enforcing the Collateral Rights.

16.2 **Stamp Taxes**

The Chargor shall pay all stamp, registration and other taxes to which the Transaction Security Documents entered into by the Chargor, the Transaction Security granted by the Chargor 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.

16.3 **Indemnity**

The Chargor shall, notwithstanding any release or discharge of all or any part of the Transaction Security, indemnify each of SEEL, its agents, attorneys and any Receiver (an **Indemnified Party**) against any action, proceeding, claims, losses, liabilities and costs which that Indemnified Party 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 that Indemnified Party by this Agreement or otherwise relating to the Charged Assets.

16.4 **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 6.3 (*Payment and Invoicing*) of the Global Agreement.

16.5 **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.

17 Application of proceeds

All moneys received or recovered by SEEL or any Receiver pursuant to the Transaction Documents or the powers conferred by them 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 that Receiver's remuneration and the discharge of any liabilities incurred by that Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by SEEL in accordance with the Transaction Documents.

18 Other Security Interests

18.1 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.

18.2 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).

18.3 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 Charged Assets, 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.

19 Suspense accounts and currency conversion

19.1 Suspense Accounts

All monies received, recovered or realised by SEEL under this Agreement (including the proceeds of any conversion of currency) may at 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.

20 Set-Off

The Chargor authorises SEEL (but SEEL shall not be obliged to exercise such right), after the Security created by or pursuant to this Agreement has become enforceable in accordance with clause 12 (*Security Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by SEEL to the Chargor under the Transaction Documents in accordance with clause 17 (*Application of Proceeds*).

21 Assignment

21.1 No assignments or transfers by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

21.2 Assignments and transfers by SEEL

SEEL may not assign or effect a transfer in respect of, a right or obligation under this Agreement to any third party unless the rights and obligations under the Global Agreement are also transferred to the same party.

21.3 Disclosure

SEEL shall be entitled to disclose such information concerning the Chargor or any other person and this Agreement as SEEL considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

22 Notices

22.1 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 email with a copy delivered by another method listed in paragraphs (i) to (ii) above,

to the Party due to receive the Notice at its address set out in this Agreement or to another address or person specified by that Party by not less than seven days' written notice to the other Party received before the Notice was despatched.

22.2 The address referred to in clause 22.1(c) is:

- (a) in the case of the Chargor:

Address:

UK House, 5th Floor
164-182 Oxford Street
London W1D 1NN
United Kingdom

Email: notices@octoenergy.com

Marked for the attention of Legal Department

- (b) In the case of SEEL:

Address:

20 York Road
London SE1 7ND
United Kingdom

Email: Panu.Paasikivi@shell.com; Audrey.Stauffer@shell.com;
Bernardo.Bonaventura@shell.com; seenotices@shell.com

Marked for the attention of Structured Energy Origination, Shell Energy Europe.

22.3 A Notice given under clause 22.1 is effective when actually received or, with respect to a notice given by email, when a non-automated response is received confirming receipt.

23 Waivers and counterparts

23.1 Waivers

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

23.2 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.

24 Confidentiality

24.1 In this clause 24, **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.

24.2 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 24.3 and 24.4.

24.3 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; 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; or

- (c) to a proposed or actual transferee or assignee of SEEL's rights and obligations under this Agreement pursuant to clause 21.2 as SEEL considers appropriate (acting reasonably).

24.4 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.

24.5 Clauses 24.2 to 24.4 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.

25 Governing law, jurisdiction

25.1 This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

25.2 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.

25.3 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

| | |
|---|------------------------------|
| Name of Chargor: | OCTOPUS ENERGY GROUP LIMITED |
| Issued Shares: | 1 ordinary share of £1 |
| Number of Shares held by Chargor: | 1 |
| Certificate(s) in respect of the Shares held by Chargor: | 1 (certificate No. 2) |

Schedule 2
Form of Notice of Assignment of Intra-Group Receivables

To: [●]

Date: [●]

Dear Sirs

- 1 We give you notice that, by a Security Agreement dated [●] (the **Security Agreement**), we have assigned to Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited) (the **Lender**) all our right, title and interest in and to [*Intercompany Receivable details*] (the **Intra-Group Receivables**) including all monies which may be payable in respect of the Intra-Group Receivables.
- 2 We will remain liable to perform all our obligations under the Intra-Group Receivables and the Lender is under no obligation of any kind whatsoever under the Intra-Group Receivables nor under any liability whatsoever in the event of any failure by us to perform our obligations in respect of the Intra-Group Receivables.
- 3 With effect from your receipt of this notice:
 - (a) all payments by you to us under or arising from the Intra-Group Receivables (the **Payments**) shall be made to the Lender or to its order as it may specify in writing from time to time [include details of the account into which sums are to be paid];
 - (b) all remedies provided for in relation to the Intra-Group Receivables (or otherwise available) shall be exercisable by, or at the direction of, the Lender;
 - (c) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Intra-Group Receivables (including all rights to compel performance) shall be exercisable by, or at the direction of, the Lender; and
 - (d) you are authorised and instructed, without requiring further approval from us, to provide the Lender with such information relating to the Intra-Group Receivables as it may from time to time request and to send it copies of all notices issued by you in relation to the Intra-Group Receivables to the Lender as well as to us.
- 4 These instructions may not be revoked, nor may the terms of the Intra-Group Receivables be amended, varied, waived or terminated without the prior written consent of the Lender.
- 5 This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales.

6 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [] marked for the attention of [].

Yours faithfully,

.....

for and on behalf of

Octopus Energy Group Limited

Accepted and Agreed

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the Payments shall be made to Octopus Energy Group Limited; and
- (b) all remedies provided for in relation to the Intra-Group Receivables (or otherwise available) and all rights to compel performance of the Intra-Group Receivables shall be exercisable by Octopus Energy Group Limited,

in each case until you receive written notification from us to the contrary.

.....

For and on behalf of the

Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited)

Form of Acknowledgement of Assignment of Intra-Group Receivables

To: Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited) (the **Lender**)

Date:

Dear Sirs

- 1 We acknowledge receipt of a notice dated [●] of security created by [*Chargor Name*] (the **Chargor**) in favour of the Lender over all the Chargor's rights, title and interest in and to the Intra-Group Receivables (as specified in that notice).
- 2 We confirm that:
 - (a) we will comply with the terms of that notice; and
 - (b) we have not received notice of any prior security over, or the interest of any third party in, the Intra-Group Receivables, other than in relation to the Original Security Agreements.
- 3 We further confirm that:
 - (a) no amendment, waiver or release of any of such rights, title and interest shall be effective without the prior written consent of the Lender;
 - (b) no termination of such rights, title or interest shall be effective unless we have given the Lender 21 days written notice of the proposed termination, specifying the action necessary to avoid such termination;
 - (c) the Chargor will remain liable to perform all its obligations in respect of the Intra- Group Receivables and the Lender is under no obligation of any kind whatsoever in relation to the Intra-Group Receivables nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect of the Intra-Group Receivables; and
 - (d) no breach or default on the part of the Chargor of any of the terms of the Intra- Group Receivables shall be deemed to have occurred unless we have given notice of such breach to the Lender specifying how to make good such breach.
- 4 [We confirm that we have made all necessary arrangements for all future payments payable under the Intra-Group Receivables to be made as specified in the notice.]
- 5 We have not claimed or exercised, and waive all future rights to claim or exercise, any right of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

6 We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.

Yours faithfully,

.....

for and on behalf of

[●]

cc. Octopus Energy Group Limited

Schedule 3
Form of Notice of Assignment of Intra-Group Loan Agreements

To: [●]

Date: [●]

Dear Sirs

- 1 We give you notice that, by a Security Agreement dated [●] (the **Security Agreement**), we have assigned to Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited) (the **Lender**) all our right, title and interest in and to [*Intra-Group Loan Agreement details to be confirmed*] (the **Intra-Group Loan Agreement**) including all monies which may be payable in respect of the Intra-Group Loan Agreement.
- 2 We will remain liable to perform all our obligations under the Intra-Group Loan Agreement and the Lender is under no obligation of any kind whatsoever under the Intra-Group Loan Agreement nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Intra-Group Loan Agreement.
- 3 With effect from your receipt of this notice:
 - (a) all payments by you to us under or arising from the Intra-Group Loan Agreement (the **Payments**) shall be made to the Lender or to its order as it may specify in writing from time to time [*include details of the account into which sums are to be paid*];
 - (b) all remedies provided for in relation to the Intra-Group Loan Agreement (or otherwise available) shall be exercisable by, or at the direction of, the Lender;
 - (c) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Intra-Group Loan Agreement (including all rights to compel performance) shall be exercisable by, or at the direction of, the Lender; and
 - (d) you are authorised and instructed, without requiring further approval from us, to provide the Lender with such information relating to the Intra-Group Loan Agreement as it may from time to time request and to send it copies of all notices issued by you under the Intra-Group Loan Agreement to the Lender as well as to us.
- 4 These instructions may not be revoked, nor may the terms of the Intra-Group Loan Agreement be amended, varied, waived or terminated without the prior written consent of the Lender.
- 5 This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales.

6 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [●] marked for the attention of [●].

Yours faithfully,

.....

for and on behalf of

Octopus Energy Group Limited

Accepted and Agreed

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the Payments shall be made to the Octopus Energy Group Limited; and
- (b) all remedies provided for in relation to the Intra-Group Loan Agreement (or otherwise available) and all rights to compel performance of the Intra-Group Loan Agreement shall be exercisable by the Octopus Energy Group Limited,

in each case until you receive written notification from us to the contrary.

.....

For and on behalf of the

Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited)

Form of Acknowledgement of Assignment of Intra-Group Loan Agreement

To: Shell Energy Europe Limited (acting through its agent Shell International Trading and Shipping Company Limited) (the **Lender**)

Date: [●]

Dear Sirs

- 1 We acknowledge receipt of a notice dated [●] of security created by [*Chargor Name*] (the **Chargor**) in favour of the Lender over all the Chargor's rights, title and interest in and to the Intra-Group Loan Agreements (as specified in that notice).
- 2 We confirm that:
 - (a) we will comply with the terms of that notice; and
 - (b) we have not received notice of any prior security over, or the interest of any third party in, the Intra-Group Loan Agreement, other than in relation to the Original Security Agreements.
- 3 We further confirm that:
 - (a) no amendment, waiver or release of any of such rights, title and interest shall be effective without the prior written consent of the Lender;
 - (b) no termination of such rights, title or interest shall be effective unless we have given the Lender 21 days written notice of the proposed termination, specifying the action necessary to avoid such termination;
 - (c) the Chargor will remain liable to perform all its obligations in respect of the Intra-Group Loan Agreement and the Lender is under no obligation of any kind whatsoever in relation to the Intra-Group Loan Agreement nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect of the Intra-Group Loan Agreement; and
 - (d) no breach or default on the part of the Chargor of any of the terms of the Intra- Group Loan Agreement shall be deemed to have occurred unless we have given notice of such breach to the Lender specifying how to make good such breach.
- 4 [We confirm that we have made all necessary arrangements for all future payments payable under the Intra-Group Loan Agreement to be made as specified in the notice.]

- 5 We have not claimed or exercised, and waive all future rights to claim or exercise, any right of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.
- 6 We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.

Yours faithfully,

.....

for and on behalf of

[●]

cc. Octopus Energy Group Limited

Schedule 4
Details of Current Intra-Group Loans

- 1 The 2020 Intra-Group Loan Agreement.

Schedule 5
Details of Current Intra-Group Receivables

- 1 The Intra-Group Receivables in respect of the 2020 Intra-Group Loan Agreement.

Execution Page

EXECUTED and DELIVERED as a DEED)

For and on behalf of **OCTOPUS ENERGY**)

GROUP LIMITED)

Name **Stuart Jackson**



.....
Group **CFO**

Signature/Title

In the presence of



Name of witness

Signature of witness

Helen Ansell

.....
Address of witness

UK House, 164-182 Oxford Street

.....
London, W1D 1NN

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

.....
Signature/Title/

In the presence of

Name of witness

Signature of witness

.....
Address of witness

Execution Page

EXECUTED and DELIVERED as a DEED)
For and on behalf of **OCTOPUS ENERGY**)
GROUP LIMITED)

Name

Signature/Title

In the presence of

Name of witness Signature of witness

.....

Address of witness

.....

.....

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 Panu Paasikivi  TL Structured Energy Origination

Signature/Title/

In the presence of 

Name of witness Signature of witness

Bernardo Bonaventura

Address of witness

20 York Road

SE17NA London