



Registration of a Charge

Company name: **SPARK ENERGY LIMITED**

Company number: **SC301188**

Received for Electronic Filing: **02/05/2017**



X65M1XSI

Details of Charge

Date of creation: **21/04/2017**

Charge code: **SC30 1188 0010**

Persons entitled: **MACQUARIE BANK LIMITED, LONDON BRANCH**

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 301188

Charge code: SC30 1188 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st April 2017 and created by SPARK ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2017 .

Given at Companies House, Edinburgh on 3rd May 2017

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

**ASSIGNATION IN SECURITY
(IN RESPECT OF DEPOSIT AND BANK ACCOUNT)**

among

SPARK ENERGY LIMITED

and

MACQUARIE BANK LIMITED, LONDON BRANCH

and

MACQUARIE BANK LIMITED, LONDON BRANCH (as Original Security Holder)

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

Barry Scott
BRODIES LLP
Solicitors

115/ 20 17

Ref: MAC1553.5

DATED: 21 April 2017

Brodies LLP
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Edinburgh EH3 8HA
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DX ED 10
Ref: BS.PAZ.MAC1553.5
FAS 0468
2017

ASSIGNATION dated

21 April

2017 among:

1. **SPARK ENERGY LIMITED**, a company incorporated in Scotland, with company number SC301188 whose registered office is at Ettrick Riverside, Dunsdale Road, Selkirk, United Kingdom, TD7 5EB (the "Assignor");
2. **MACQUARIE BANK LIMITED**, London Branch, a company incorporated in Australia, and registered in England and Wales with company number FC018220, acting through its London Branch with registered number BR002678, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the "Assignee"); and
3. **MACQUARIE BANK LIMITED**, London Branch, a company incorporated in Australia, and registered in England and Wales with company number FC018220, acting through its London Branch with registered number BR002678, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the "Assignee") in its capacity as assignee under the First Assignment (defined below) (the "Original Security Holder").

CONSIDERING THAT:-

- A. Spark Energy Supply Ltd is a licensed electricity and gas supplier for non-domestic and domestic customers and Spark Gas Shipping Ltd is a licensed gas shipper, and the Assignee is a wholesaler trader of electricity and natural gas.
- B. The Assignee and the Assignor are party to the Wholesale Energy Trading Agreement originally dated 24 December 2015, as amended from time to time (the "WETA").
- C. Spark Group shall source its electricity and gas requirements from the Assignee pursuant to the terms of the WETA, and the Assignor may from time to time trade certain quantities of electricity and gas with the Assignee under the terms of the WETA and the ISDA.
- D. The Assignor and the Assignee are parties to the ISDA. Spark Group wishes to trade and the Assignee has agreed to trade certain quantities of wholesale electricity and gas with Spark Group under the terms of the WETA and the ISDA.
- E. The Assignor has agreed to provide Security to the Assignee to secure the payment and discharge of the Secured Liabilities (as defined in the assignment by the Assignor in favour of the Original Security Holder dated 24 December 2015 (the "First Assignment")) pursuant to the First Assignment.
- F. The Assignor and the Assignee are party to the Term and Revolving Facilities Agreement dated on or about the date of this Assignment (the "Facility Agreement").
- G. The Assignor has agreed to provide Security to the Assignee to secure the payment and discharge of the Secured Obligations (as defined below).

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to pay

The Assignor undertakes to the Assignee that it will pay or discharge to the Assignee all the Secured Obligations from time to time incurred by it under or in connection with the relevant agreement when they become due for payment or discharge (whether by acceleration or otherwise).

2 Assignment

2.1 The Assignor as security for the payment and discharge of all the Secured Obligations pledges and assigns to and in favour of the Assignee:

2.1.1 its entire right, title and interest (present and future) in and to the Security Accounts and the Deposits; and

2.1.2 all of its rights and benefits (present and future) accruing to or arising in connection with the Security Accounts and the Deposits,

2.1.3 provided that, on payment or discharge in full of the Secured Obligations, the Assignee will promptly at the request and cost of the Assignor re-assign the Assigned Assets to the Assignor (or as it shall direct).

2.2 The Assignor undertakes to ensure that, upon the occurrence of an event which requires the retrocession of the First Assignment or which entitles the Assignor to the balance of any of the Assigned Assets or sale proceeds in respect thereof following the enforcement or otherwise of the First Assignment (a "Transfer Event"), the Assigned Assets be transferred at the relevant time to the Assignee or its nominee as the Assignee may direct forthwith.

2.3 The Assignee acknowledges the existence of the First Assignment and that the Security created or purported to be created hereunder is subject to the terms and any prior ranking of the First Assignment. The parties agree that any fulfilment of an obligation of the Assignor to deliver or provide any information or certificate to the Assignee pursuant to this Assignment shall also constitute delivery or provision of such information or certificate to the Original Security Holder for the purposes of the First Assignment.

2.4 Notwithstanding anything contained in this Assignment or implied to the contrary, the Assignor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Assignee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

2.5 The Assignee hereby acknowledges that notwithstanding any transfer or delivery to it *ex facie* absolutely of all or any of the Assigned Assets and any registration of all or any of the Assigned Assets in the name of the Assignee or the custody thereof by or for the Assignee following a Transfer Event, the Assigned Assets are and shall be held by it in security for the payment or discharge of the Secured Obligations on the terms and conditions of this Assignment.

3 Intimation

- 3.1 The Assignor hereby intimates to the Original Security Holder the assignment in security of the Assigned Assets in terms of clause 2 of this Assignment.
- 3.2 The Assignor irrevocably and unconditionally authorises and instructs the Original Security Holder upon the occurrence of a Transfer Event (and in satisfaction in full of the Original Security Holder's obligations to the Assignor) to execute a transfer of the Assigned Rights and all other interests under the First Assignment in favour of the Assignee and to make over and transfer the balance of any sale proceeds received on enforcement of the First Assignment to the Assignee after payment of all liabilities secured by the First Assignment. After any such transfer of the Assigned Rights, the Assignor undertakes to immediately intimate this Assignment to each Account Bank in the terms set out in the draft letter of intimation set out in Part 1 of the Schedule and shall at the time of issue of the letter of intimation send a copy thereof to the Assignee and procure acknowledgement of the same by each Account Bank in the form set out in the said draft letter of intimation.
- 3.3 The Original Security Holder by its execution of this Assignment subsequent to the execution hereof by the Assignor acknowledges such notice and intimation and confirms that as at the date hereof it has not received any notification that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action in respect of the rights in respect of the Assigned Assets (as defined in the First Assignment) or any part thereof.
- 3.4 The Original Security Holder undertakes that upon a Transfer Event (and provided that this Assignment has not itself been released) that it will forthwith execute and deliver to the Assignee a transfer of the Assigned Assets (as defined in the First Assignment) and transfer the balance of all sale proceeds received on enforcement of the First Assignment to the Assignee after payment of all liabilities secured by the First Assignment.
- 3.5 Following a Transfer Event, and to the extent that the Assigned Assets constitute Financial Collateral, the Assignor agrees that such Assigned Assets shall be held or designated so as to be under the control of the Assignee for all purposes of the Financial Collateral Regulations.

4 Negative Pledge

- 4.1 The Assignor shall:
- 4.1.1 not, without the prior written consent of the Assignee, create or permit to subsist any Security on any Assigned Asset other than as created by this Assignment or under a Permitted Encumbrance;
- 4.1.2 not, without the prior written consent of the Assignee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable other than as set out in this Assignment or under a Permitted Encumbrance;

5 Restrictions

The Assignor agrees that it shall not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Assignee.

6 Warranties

6.1 The Assignor warrants to the Assignee that:

- 6.1.1 it is the sole absolute owner of the Assigned Assets free from any Security (other than a Permitted Encumbrance) on or over any of the Assigned Assets;
- 6.1.2 the Security Accounts are the only deposit bank accounts of the Assignor located in Scotland;
- 6.1.3 it has the necessary power to enter into and perform its obligations under this Assignment;
- 6.1.4 this Assignment constitutes its legal, valid, binding and enforceable obligations and constitutes a second ranking security interest over the Assigned Assets in accordance with its terms;
- 6.1.5 this Assignment does not conflict with or result in any breach or constitute a default under any account mandate, agreement, instrument or obligation to which the Assignor is a party or by which it is bound;
- 6.1.6 all necessary authorisations and consents to enable the Assignor to enter into this Assignment have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignment.

7 Undertakings

7.1 The Assignor shall not, without the prior written consent of the Assignee:-

- 7.1.1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Security Accounts were set up;
- 7.1.2 create or permit to subsist any Security over any of the Assigned Assets; or
- 7.1.3 enter into any agreement with any person other than the Assignee in respect of any of the Assigned Assets.

7.2 The Assignor shall:-

- 7.2.1 comply in all respects with the mandate in relation to the Security Accounts, subject to the terms of this Assignment;

- 7.2.2 promptly notify the Assignee of the opening by the Assignor of any bank account in Scotland on or after the date of this Assignment;
 - 7.2.3 promptly on request by the Assignee deposit with the Assignee all deeds, certificates and documents of title relating to all or any part of the Assigned Assets;
 - 7.2.4 take all necessary steps to ensure that the Security Accounts are operated in accordance with the terms of the mandates in relation to the Security Accounts and this Assignment.
- 7.3 The Assignor shall at all times comply with the terms of this Assignment and of all Finance Documents.

8 Enforcement

- 8.1 After a Transfer Event, the security created by or pursuant to this Assignment shall become enforceable at any time after the occurrence of an Enforcement Event (as defined in the WETA) or an Event of Default.
- 8.2 To the extent that all or any part of the Assigned Assets constitutes Financial Collateral and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Assignment, the Assignee shall have the right, at any time after this Assignment becomes enforceable, to appropriate all or any part of those Assigned Assets in or towards the payment or discharge of the Secured Obligations. The value of any Assigned Assets so appropriated shall be the price of those Assigned Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Assignee may select. The Assignor agrees that the methods of valuation provided for in this Assignment are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

9 Powers on enforcement

- 9.1 At any time after this Assignment has become enforceable the Assignee shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Assigned Assets which could have been exercised by the Assignor, including:
- 9.1.1 power to apply or transfer all or any part of the Deposit to any other account (whether of the Assignor, the Assignee or otherwise);
 - 9.1.2 power to sell and otherwise dispose of any of the Assigned Assets;
 - 9.1.3 power to receive all or any money payable in respect of or in connection with all or any of the Assigned Assets; and
 - 9.1.4 power to negotiate, compromise and/or agree any dispute arising in connection with all or any of the Assigned Assets.

9.2 The Assignee may exercise any of the powers referred to in this Assignment in such manner and to such extent as the Assignee considers appropriate.

9.3 The Assignee shall not be liable to account to the Assignor except in respect of the actual receipts of the Assignee and shall not be liable to the Assignor for any loss as a result of the exercise by the Assignee of any power conferred by this Assignment, including loss of interest on or any penalty or charge assessed against funds in, payable on, or credited to the Security Accounts as a result of the Assignee exercising any of its rights or remedies under and in accordance with this Assignment, except to the extent caused by the Assignee's own negligence or wilful misconduct.

10 Application of enforcement proceeds

10.1 Subject at all times to the Deed of Priority, all monies received under or by virtue of this Assignment following enforcement of the Assignment hereby granted shall be applied in the following order:-

10.1.1 first, in or towards payment of or provision for all costs and expenses incurred by the Assignee in connection with this Assignment;

10.1.2 secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Assignee under this Assignment or the Finance Documents (as defined in the WETA) or the WETA;

10.1.3 thirdly, in or towards all liabilities having priority to the Secured Obligations;

10.1.4 fourthly, in or towards the discharge of all liabilities having priority to the Secured Obligations in accordance with the WETA and the Finance Documents (as defined in the WETA);

10.1.5 fifthly, in or towards the discharge of the Secured Obligations in accordance with the Facility Documents and the Facility Agreement; and

10.1.6 sixthly, in the payment of any surplus to the Assignor or other person entitled to it.

10.2 Nothing contained in this Assignment shall limit the right of the Assignee if and for so long as the Assignee, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the Assignment hereby granted into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

10.3 Any amount received under this Assignment by the Assignee in a currency other than that in which the Secured Obligations are denominated and payable shall be converted into the relevant currency at a market rate of exchange from time to time.

11 Protection of security

- 11.1 The security created by or pursuant to this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.
- 11.2 The security created by or pursuant to this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Assignee may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 11.3 No failure on the part of the Assignee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to, creating or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 11.4 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.
- 11.5 If the Assignee receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Assigned Assets, the Assignee may open a new account or accounts with the Assignor. If the Assignee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time, all payments made to the Assignee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.
- 11.6 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon the Assignee by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:-
- 11.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Assignee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Assignee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or

- 11.6.2 the Assignee compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Assignor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person; or
 - 11.6.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or security held from the Assignor or any other person in connection with the Secured Obligations; or
 - 11.6.4 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of guarantor or indemnifier or by any thing done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Assignor from the Secured Obligations.
- 11.7 The Assignee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:-
- 11.7.1 take any action or obtain judgement or decree in any court against the Assignor; or
 - 11.7.2 make or file any claim to rank in a winding-up or liquidation of the Assignor; or
 - 11.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Assignee, in respect of any of the Assignor's obligations to the Assignee.
- 12 Further assurance**
- 12.1 The Assignor shall, at its own expense, promptly take any action and sign or execute any further documents which the Assignee may reasonably require in order to:
- 12.1.1 give effect to the requirements of this Assignment;
 - 12.1.2 protect, preserve and perfect the Security intended to be created by or pursuant to this Assignment;
 - 12.1.3 protect and preserve the ranking of the Security intended to be created by or pursuant to this Assignment with any other Security over any assets of the Assignor; or
 - 12.1.4 facilitate the realisation of all or any of the Assigned Assets or the exercise of any rights, powers and discretions conferred on the Assignee or administrator in connection with all or any of the Assigned Assets following an enforcement of the security created hereunder.

- 12.2 The Assignor undertakes that, while this Assignment is in force, as soon as it receives them (and in any event as soon as the Assignee so requests), it shall deposit with the Assignee, in respect of or in connection with the Assigned Assets:

12.2.1 all deeds, certificates and other documents of or evidencing title;

12.2.2 any other documents which the Assignee may from time to time reasonably require for perfecting its title, or the title of any purchaser,

all of which will be held by the Assignee at the expense and risk of the Assignor.

13 Set-off

- 13.1 The Assignor authorises the Assignee to apply any credit balance (whether or not then due) to which the Assignor is at any time entitled on any account or accounts with the Assignee towards satisfaction of the Secured Obligations. If such balances are in different currencies, the Assignee may convert either balance at the market rate of exchange for the purpose of the set-off.

- 13.2 The Assignee shall not be obliged to exercise its rights under this Clause 13, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

14 Mandate and attorney

The Assignor hereby irrevocably appoints the Assignee to be its mandatory and attorney for it and on its behalf and in its name or otherwise to do anything which the Assignor is obliged to do under this Assignment, and to exercise any of the rights conferred on the attorney by this Assignment or by law.

15 Indemnity

- 15.1 The Assignor shall, notwithstanding any release or discharge of all or any part of the Secured Obligations indemnify the Assignee on demand and on a full and unqualified indemnity basis against:

15.1.1 any properly documented costs, claims, losses, expenses (including legal fees) and liabilities reasonably incurred by the Assignee or made against the Assignee for anything done or omitted in the exercise or purported exercise of any rights, powers or discretions herein contained or occasioned by any breach by the Assignor of any of its obligations hereunder or in the preservation or enforcement of the Assignee's rights under this Assignment;

15.1.2 all proper and lawful actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred (and properly documented) by MBL in respect of any payment relating to or in respect of all or any of the Assigned Assets which becomes payable at

any time by any of them, and any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Assignment; and

- 15.1.3 all proper and lawful actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred (and properly documented) by them in respect of any breach by the Assignor of any of its undertakings or other obligations to the Assignee

provided that this indemnity shall not apply to the extent that such a claim results from Assignee's gross negligence or wilful misconduct, and nothing in this clause shall restrict or limit Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

- 15.2 None of the Assignee's officers or employees shall have any responsibility or liability:

- 15.2.1 for any proper and lawful action taken, or any proper and lawful failure to take any action, in relation to all or any of the Assigned Assets;

- 15.2.2 for any loss resulting from any fluctuation in interest rates;

- 15.2.3 for the loss or destruction of, or damage to, any of the Assigned Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Assignor); or

- 15.2.4 for any other default or omission in relation to all or any of the Assigned Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct.

16 Avoidance of payments

Any amount which has been paid by the Assignor to the Assignee and which is, in the opinion of the Assignee, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Assignor shall not be regarded as having been irrevocably paid for the purposes of this Assignment.

17 Notices

The provisions of Clause 29 (*Notices*) of the Facility Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Assignment.

18 Assignment of rights/obligations

- 18.1 The Assignee may, at any time, with the prior consent of the Assignor (such consent not to be unreasonably withheld or delayed) assign or otherwise transfer all or any part of its rights under this Assignment to any person.
- 18.2 The Assignor may not assign or transfer any of its rights or obligations under this Assignment.

19 Definitions

Unless the context otherwise requires, or unless otherwise defined in this Assignment, words and expressions defined in the Facility Agreement shall have the same meaning in this Assignment. In this Assignment:-

- 19.1.1 **"Account Bank"** means each of The Royal Bank of Scotland plc and HSBC Bank plc, being a bank with which the Assignor holds a Security Account;
- 19.1.2 **"Assigned Assets"** means the (i) the assets pledged and assigned pursuant to Clause 2 of this Assignment, and (ii) the Reversionary Interest;
- 19.1.3 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
- 19.1.4 **"Debenture"** means the English law debenture between, among others, the Assignor and the Assignee dated on or about the date of this Assignment.
- 19.1.5 **"Deposits"** means all sums now or after the date of this Assignment standing to the credit of the Security Accounts (including, without limitation any interest credited to it) including all or any part of the sums pursuant to it and the debt represented by it or any claim for repayment of such sums;
- 19.1.6 **"Facility Document"** means 'Finance Document' as such term is defined in the Facility Agreement;
- 19.1.7 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations;
- 19.1.8 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2006 No 3226);
- 19.1.9 **"ISDA"** means the ISDA Master Agreement (including the schedule thereto) between the Assignor and Assignee originally dated 24 December 2015, as amended from time to time;
- 19.1.10 **"Party"** means a party to this Assignment;

- 19.1.11 **"Permitted Encumbrance"** means any Security granted in favour of the Assignee, any Security referred to in the Deed of Priority, and any Security that has been consented to by the Assignee in writing;
- 19.1.12 **"Reversionary Interest"** means the whole present and future residual and reversionary right, title and interest of the Assignor in and to the Assigned Assets pledged under the First Assignment;
- 19.1.13 **"Secured Obligations"** means the liabilities of any of the Spark Group to the Assignee under or pursuant to the WETA, and each Finance Document (as defined in the WETA), each Facility Document, the WETA and the WETA Amendment Agreement, including any other present and future monies, obligations and liabilities owed by any of the Spark Group to the Assignee, together with all interest (including without limitation, default interest) accruing in respect of those monies, obligations or liabilities, as well as any fees, costs and expenses;
- 19.1.14 **"Security"** means a mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment or assignation by way of security, standard security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect;
- 19.1.15 **"Security Account"** means (i) the account held at the relevant Account Bank with the following details Account number 33670015 Sort Code 40-20-44 and (ii) the account held at the relevant Account Bank with the following details Account number 20876363, Sort Code 83-06-08 and any sub-division, sub-account, or replacement thereof respectively;
- 19.1.16 **"Spark Group"** means, collectively, the Assignor, Spark Energy Supply Limited (Registered Number 05857467), Spark Gas Shipping Limited (Registered Number 05857480) and Spark Generation Limited (Registered Number SC362870);
- 19.1.17 **"WETA Amendment Agreement"** means the amendment agreement between the Parties dated on or about the date of this Assignment, in respect of the WETA.

20 Interpretation

20.1 Unless otherwise indicated any reference in this Assignment to:

- 20.1.1 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

- 20.1.2 any person shall include that persons successors in title, permitted assignees or permitted transferees;
- 20.1.3 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- 20.1.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 20.1.5 a clause heading is a reference to a clause or a sub-clause of this Assignment and is for ease of reference only;
- 20.1.6 the Schedule is a reference to the Schedule annexed to this Assignment and references to this Assignment include its Schedule;
- 20.1.7 this Assignment (and any provisions of it) or any other document referred to in this Assignment shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

21 Counterparts

- 21.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 21.2 If executed in counterparts:
 - 21.2.1 this Agreement shall not take effect until both of the counterparts have been delivered;
 - 21.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and
 - 21.2.3 the agreed date will be inserted on page 1 of this Agreement.

22 Governing law and jurisdiction

This Assignment and any non-contractual obligations arising out of it or in connection with it shall be governed and construed in all respects in accordance with the law of Scotland and for the benefit of the Assignee, the Assignor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts, but without prejudice to the ability of the Assignee to proceed against the Assignor in any other appropriate jurisdiction.

23 Certificates

A certificate signed by any official, manager or equivalent account officer of the Assignee shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time.

24 Consent and authorisation

- 24.1 The Assignor hereby irrevocably consents to the registration of this Assignment and of any certificate referred to in Clause 23 for preservation and execution.
- 24.2 The Assignor hereby authorises the Assignee or its agent to insert the date of delivery of this Assignment in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages and the Schedule are executed as follows:

For Spark Energy Limited (as Assignor)

signature of
director/secretary/authorised signatory/witness

HAMISH OSBORN
full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

DEBBIE HARDING
full name of above (print)

21/04/2017
date of signing

SELKIRK
place of signing

21/04/2017
date of delivery

For Macquarie Bank Limited (as Assignee)

signature of
authorised signatory/witness

full name of above (print)

Address of witness

signature of
authorised signatory

full name of above (print)

date of signing

place of signing

date of delivery

For Macquarie Bank Limited (as Original Security Holder)

signature of
authorised signatory/witness

full name of above (print)

Address of witness

signature of
authorised signatory

full name of above (print)

date of signing

place of signing

date of delivery

**THIS IS THE SCHEDULE TO THE FOREGOING ASSIGNATION IN SECURITY BETWEEN SPARK
ENERGY LIMITED (AS ASSIGNOR), MACQUARIE BANK LIMITED (AS ASSIGNEE) AND MACQUARIE
BANK LIMITED (AS ORIGINAL SECURITY HOLDER)**

SCHEDULE

Form of Intimation

[Bank]

Date: []

Dear Sirs,

Account Holder: Spark Energy Limited (the "Assignor")
Security Account No: [] (the "Security Account")
Account Branch: []

We hereby notify you that the Assignor has pledged and assigned its right, title and interest (present and future) in and to the Deposit and the Security Account as detailed below (together the "Assigned Assets") to [] (the "Assignee") by way of security. The details of the Assigned Assets are as follows:-

Account Bank	Account Branch/Sort Code	Account Number	Deposit

Please acknowledge receipt of this letter of Intimation and the enclosed certified copy of the Assignment and confirm that:

- 1 you will not permit the Assignor to withdraw or transfer all or any part of the Deposit or otherwise to deal with the Security Account;
- 2 you will pay all moneys in relation to the Security Account and the Deposit as directed by the Assignee and this letter;
- 3 you will disclose to the Assignee such information relating to the Security Account and the Deposit as the Assignee may from time to time request;
- 4 you have not received any other notice of any assignment, assignment or charge of the Security Account or the Deposit or that any other person has any security interest in or claims any rights in respect of the Security Account or the Deposit;
- 5 you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of, the Security Account and the Deposit;
- 6 you will comply with the other provisions of this letter of intimation; and

- 7 you submit to the exclusive jurisdiction of the courts of Scotland to settle any dispute arising out of or in connection with this letter of intimation (a "Dispute") and agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute.

This authority and instruction is irrevocable without the prior written consent of the Assignee.

This letter of intimation and your acknowledgement shall be governed by and construed in accordance with Scots law.

Yours faithfully

For and on behalf of []

We hereby acknowledge receipt of the above letter of which this is a duplicate and confirm our agreement to the terms above.

For and on behalf of []

Date:

**ASSIGNATION IN SECURITY
(IN RESPECT OF DEPOSIT AND BANK ACCOUNT)**

among

SPARK ENERGY LIMITED

and

MACQUARIE BANK LIMITED, LONDON BRANCH

and

MACQUARIE BANK LIMITED, LONDON BRANCH (as Original Security Holder)

CERTIFIED A TRUE
COPY SAVE FOR
MATERIAL REDACTED
PURSUANT TO S85
OF THE COMPANIES
ACT 2006


BRODIES LLP
Solicitors

11.5.17 2017

Ref: MAC1553.5

DATED:

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
Ref: BS.PAZ.MAC1553.5
FAS 0468
2017**

ASSIGNATION dated 20/4/17

2017 among:

1. **SPARK ENERGY LIMITED**, a company incorporated in Scotland, with company number SC301188 whose registered office is at Ettrick Riverside, Dunsdale Road, Selkirk, United Kingdom, TD7 5EB (the "Assignor");
2. **MACQUARIE BANK LIMITED**, London Branch, a company incorporated in Australia, and registered in England and Wales with company number FC018220, acting through its London Branch with registered number BR002678, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the "Assignee"); and
3. **MACQUARIE BANK LIMITED**, London Branch, a company incorporated in Australia, and registered in England and Wales with company number FC018220, acting through its London Branch with registered number BR002678, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD (the "Assignee") in its capacity as assignee under the First Assignment (defined below) (the "Original Security Holder").

CONSIDERING THAT:-

- A. Spark Energy Supply Ltd is a licensed electricity and gas supplier for non-domestic and domestic customers and Spark Gas Shipping Ltd is a licensed gas shipper, and the Assignee is a wholesaler trader of electricity and natural gas.
- B. The Assignee and the Assignor are party to the Wholesale Energy Trading Agreement originally dated 24 December 2015, as amended from time to time (the "WETA").
- C. Spark Group shall source its electricity and gas requirements from the Assignee pursuant to the terms of the WETA, and the Assignor may from time to time trade certain quantities of electricity and gas with the Assignee under the terms of the WETA and the ISDA.
- D. The Assignor and the Assignee are parties to the ISDA. Spark Group wishes to trade and the Assignee has agreed to trade certain quantities of wholesale electricity and gas with Spark Group under the terms of the WETA and the ISDA.
- E. The Assignor has agreed to provide Security to the Assignee to secure the payment and discharge of the Secured Liabilities (as defined in the assignment by the Assignor in favour of the Original Security Holder dated 24 December 2015 (the "First Assignment")) pursuant to the First Assignment.
- F. The Assignor and the Assignee are party to the Term and Revolving Facilities Agreement dated on or about the date of this Assignment (the "Facility Agreement").
- G. The Assignor has agreed to provide Security to the Assignee to secure the payment and discharge of the Secured Obligations (as defined below).

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to pay

The Assignor undertakes to the Assignee that it will pay or discharge to the Assignee all the Secured Obligations from time to time incurred by it under or in connection with the relevant agreement when they become due for payment or discharge (whether by acceleration or otherwise).

2 Assignment

2.1 The Assignor as security for the payment and discharge of all the Secured Obligations pledges and assigns to and in favour of the Assignee:

2.1.1 its entire right, title and interest (present and future) in and to the Security Accounts and the Deposits; and

2.1.2 all of its rights and benefits (present and future) accruing to or arising in connection with the Security Accounts and the Deposits,

2.1.3 provided that, on payment or discharge in full of the Secured Obligations, the Assignee will promptly at the request and cost of the Assignor re-assign the Assigned Assets to the Assignor (or as it shall direct).

2.2 The Assignor undertakes to ensure that, upon the occurrence of an event which requires the retrocession of the First Assignment or which entitles the Assignor to the balance of any of the Assigned Assets or sale proceeds in respect thereof following the enforcement or otherwise of the First Assignment (a "Transfer Event"), the Assigned Assets be transferred at the relevant time to the Assignee or its nominee as the Assignee may direct forthwith.

2.3 The Assignee acknowledges the existence of the First Assignment and that the Security created or purported to be created hereunder is subject to the terms and any prior ranking of the First Assignment. The parties agree that any fulfilment of an obligation of the Assignor to deliver or provide any information or certificate to the Assignee pursuant to this Assignment shall also constitute delivery or provision of such information or certificate to the Original Security Holder for the purposes of the First Assignment.

2.4 Notwithstanding anything contained in this Assignment or implied to the contrary, the Assignor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Assignee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

2.5 The Assignee hereby acknowledges that notwithstanding any transfer or delivery to it *ex facie* absolutely of all or any of the Assigned Assets and any registration of all or any of the Assigned Assets in the name of the Assignee or the custody thereof by or for the Assignee following a Transfer Event, the Assigned Assets are and shall be held by it in security for the payment or discharge of the Secured Obligations on the terms and conditions of this Assignment.

3 Intimation

- 3.1 The Assignor hereby intimates to the Original Security Holder the assignment in security of the Assigned Assets in terms of clause 2 of this Assignment.
- 3.2 The Assignor irrevocably and unconditionally authorises and instructs the Original Security Holder upon the occurrence of a Transfer Event (and in satisfaction in full of the Original Security Holder's obligations to the Assignor) to execute a transfer of the Assigned Rights and all other interests under the First Assignment in favour of the Assignee and to make over and transfer the balance of any sale proceeds received on enforcement of the First Assignment to the Assignee after payment of all liabilities secured by the First Assignment. After any such transfer of the Assigned Rights, the Assignor undertakes to immediately intimate this Assignment to each Account Bank in the terms set out in the draft letter of intimation set out in Part 1 of the Schedule and shall at the time of issue of the letter of intimation send a copy thereof to the Assignee and procure acknowledgement of the same by each Account Bank in the form set out in the said draft letter of intimation.
- 3.3 The Original Security Holder by its execution of this Assignment subsequent to the execution hereof by the Assignor acknowledges such notice and intimation and confirms that as at the date hereof it has not received any notification that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action in respect of the rights in respect of the Assigned Assets (as defined in the First Assignment) or any part thereof.
- 3.4 The Original Security Holder undertakes that upon a Transfer Event (and provided that this Assignment has not itself been released) that it will forthwith execute and deliver to the Assignee a transfer of the Assigned Assets (as defined in the First Assignment) and transfer the balance of all sale proceeds received on enforcement of the First Assignment to the Assignee after payment of all liabilities secured by the First Assignment.
- 3.5 Following a Transfer Event, and to the extent that the Assigned Assets constitute Financial Collateral, the Assignor agrees that such Assigned Assets shall be held or designated so as to be under the control of the Assignee for all purposes of the Financial Collateral Regulations.

4 Negative Pledge

- 4.1 The Assignor shall:
 - 4.1.1 not, without the prior written consent of the Assignee, create or permit to subsist any Security on any Assigned Asset other than as created by this Assignment or under a Permitted Encumbrance;
 - 4.1.2 not, without the prior written consent of the Assignee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable other than as set out in this Assignment or under a Permitted Encumbrance;

5 Restrictions

The Assignor agrees that it shall not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Assignee.

6 Warranties

6.1 The Assignor warrants to the Assignee that:

- 6.1.1 it is the sole absolute owner of the Assigned Assets free from any Security (other than a Permitted Encumbrance) on or over any of the Assigned Assets;
- 6.1.2 the Security Accounts are the only deposit bank accounts of the Assignor located in Scotland;
- 6.1.3 it has the necessary power to enter into and perform its obligations under this Assignment;
- 6.1.4 this Assignment constitutes its legal, valid, binding and enforceable obligations and constitutes a second ranking security interest over the Assigned Assets in accordance with its terms;
- 6.1.5 this Assignment does not conflict with or result in any breach or constitute a default under any account mandate, agreement, instrument or obligation to which the Assignor is a party or by which it is bound;
- 6.1.6 all necessary authorisations and consents to enable the Assignor to enter into this Assignment have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignment.

7 Undertakings

7.1 The Assignor shall not, without the prior written consent of the Assignee:-

- 7.1.1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Security Accounts were set up;
- 7.1.2 create or permit to subsist any Security over any of the Assigned Assets; or
- 7.1.3 enter into any agreement with any person other than the Assignee in respect of any of the Assigned Assets.

7.2 The Assignor shall:-

- 7.2.1 comply in all respects with the mandate in relation to the Security Accounts, subject to the terms of this Assignment;

- 7.2.2 promptly notify the Assignee of the opening by the Assignor of any bank account in Scotland on or after the date of this Assignment;
- 7.2.3 promptly on request by the Assignee deposit with the Assignee all deeds, certificates and documents of title relating to all or any part of the Assigned Assets;
- 7.2.4 take all necessary steps to ensure that the Security Accounts are operated in accordance with the terms of the mandates in relation to the Security Accounts and this Assignment.

7.3 The Assignor shall at all times comply with the terms of this Assignment and of all Finance Documents.

8 Enforcement

8.1 After a Transfer Event, the security created by or pursuant to this Assignment shall become enforceable at any time after the occurrence of an Enforcement Event (as defined in the WETA) or an Event of Default.

8.2 To the extent that all or any part of the Assigned Assets constitutes Financial Collateral and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Assignment, the Assignee shall have the right, at any time after this Assignment becomes enforceable, to appropriate all or any part of those Assigned Assets in or towards the payment or discharge of the Secured Obligations. The value of any Assigned Assets so appropriated shall be the price of those Assigned Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Assignee may select. The Assignor agrees that the methods of valuation provided for in this Assignment are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

9 Powers on enforcement

9.1 At any time after this Assignment has become enforceable the Assignee shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Assigned Assets which could have been exercised by the Assignor, including:

- 9.1.1 power to apply or transfer all or any part of the Deposit to any other account (whether of the Assignor, the Assignee or otherwise);
- 9.1.2 power to sell and otherwise dispose of any of the Assigned Assets;
- 9.1.3 power to receive all or any money payable in respect of or in connection with all or any of the Assigned Assets; and
- 9.1.4 power to negotiate, compromise and/or agree any dispute arising in connection with all or any of the Assigned Assets.

9.2 The Assignee may exercise any of the powers referred to in this Assignment in such manner and to such extent as the Assignee considers appropriate.

9.3 The Assignee shall not be liable to account to the Assignor except in respect of the actual receipts of the Assignee and shall not be liable to the Assignor for any loss as a result of the exercise by the Assignee of any power conferred by this Assignment, including loss of interest on or any penalty or charge assessed against funds in, payable on, or credited to the Security Accounts as a result of the Assignee exercising any of its rights or remedies under and in accordance with this Assignment, except to the extent caused by the Assignee's own negligence or wilful misconduct.

10 Application of enforcement proceeds

10.1 Subject at all times to the Deed of Priority, all monies received under or by virtue of this Assignment following enforcement of the Assignment hereby granted shall be applied in the following order:-

10.1.1 first, in or towards payment of or provision for all costs and expenses incurred by the Assignee in connection with this Assignment;

10.1.2 secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Assignee under this Assignment or the Finance Documents (as defined in the WETA) or the WETA;

10.1.3 thirdly, in or towards all liabilities having priority to the Secured Obligations;

10.1.4 fourthly, in or towards the discharge of all liabilities having priority to the Secured Obligations in accordance with the WETA and the Finance Documents (as defined in the WETA);

10.1.5 fifthly, in or towards the discharge of the Secured Obligations in accordance with the Facility Documents and the Facility Agreement; and

10.1.6 sixthly, in the payment of any surplus to the Assignor or other person entitled to it.

10.2 Nothing contained in this Assignment shall limit the right of the Assignee if and for so long as the Assignee, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the Assignment hereby granted into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

10.3 Any amount received under this Assignment by the Assignee in a currency other than that in which the Secured Obligations are denominated and payable shall be converted into the relevant currency at a market rate of exchange from time to time.

11 Protection of security

- 11.1 The security created by or pursuant to this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.
- 11.2 The security created by or pursuant to this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Assignee may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 11.3 No failure on the part of the Assignee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to, creating or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 11.4 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.
- 11.5 If the Assignee receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Assigned Assets, the Assignee may open a new account or accounts with the Assignor. If the Assignee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time, all payments made to the Assignee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.
- 11.6 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon the Assignee by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:-
- 11.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Assignee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Assignee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or

- 11.6.2 the Assignee compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Assignor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person; or
 - 11.6.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or security held from the Assignor or any other person in connection with the Secured Obligations; or
 - 11.6.4 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of guarantor or indemnifier or by any thing done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Assignor from the Secured Obligations.
- 11.7 The Assignee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:-
- 11.7.1 take any action or obtain judgement or decree in any court against the Assignor; or
 - 11.7.2 make or file any claim to rank in a winding-up or liquidation of the Assignor; or
 - 11.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Assignee, in respect of any of the Assignor's obligations to the Assignee.
- 12 Further assurance**
- 12.1 The Assignor shall, at its own expense, promptly take any action and sign or execute any further documents which the Assignee may reasonably require in order to:
- 12.1.1 give effect to the requirements of this Assignment;
 - 12.1.2 protect, preserve and perfect the Security intended to be created by or pursuant to this Assignment;
 - 12.1.3 protect and preserve the ranking of the Security intended to be created by or pursuant to this Assignment with any other Security over any assets of the Assignor; or
 - 12.1.4 facilitate the realisation of all or any of the Assigned Assets or the exercise of any rights, powers and discretions conferred on the Assignee or administrator in connection with all or any of the Assigned Assets following an enforcement of the security created hereunder.

- 12.2 The Assignor undertakes that, while this Assignment is in force, as soon as it receives them (and in any event as soon as the Assignee so requests), it shall deposit with the Assignee, in respect of or in connection with the Assigned Assets:

12.2.1 all deeds, certificates and other documents of or evidencing title;

12.2.2 any other documents which the Assignee may from time to time reasonably require for perfecting its title, or the title of any purchaser,

all of which will be held by the Assignee at the expense and risk of the Assignor.

13 Set-off

- 13.1 The Assignor authorises the Assignee to apply any credit balance (whether or not then due) to which the Assignor is at any time entitled on any account or accounts with the Assignee towards satisfaction of the Secured Obligations. If such balances are in different currencies, the Assignee may convert either balance at the market rate of exchange for the purpose of the set-off.

- 13.2 The Assignee shall not be obliged to exercise its rights under this Clause 13, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

14 Mandate and attorney

The Assignor hereby irrevocably appoints the Assignee to be its mandatory and attorney for it and on its behalf and in its name or otherwise to do anything which the Assignor is obliged to do under this Assignment, and to exercise any of the rights conferred on the attorney by this Assignment or by law.

15 Indemnity

- 15.1 The Assignor shall, notwithstanding any release or discharge of all or any part of the Secured Obligations indemnify the Assignee on demand and on a full and unqualified indemnity basis against:

15.1.1 any properly documented costs, claims, losses, expenses (including legal fees) and liabilities reasonably incurred by the Assignee or made against the Assignee for anything done or omitted in the exercise or purported exercise of any rights, powers or discretions herein contained or occasioned by any breach by the Assignor of any of its obligations hereunder or in the preservation or enforcement of the Assignee's rights under this Assignment;

15.1.2 all proper and lawful actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred (and properly documented) by MBL in respect of any payment relating to or in respect of all or any of the Assigned Assets which becomes payable at

any time by any of them, and any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Assignment; and

- 15.1.3 all proper and lawful actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred (and properly documented) by them in respect of any breach by the Assignor of any of its undertakings or other obligations to the Assignee

provided that this indemnity shall not apply to the extent that such a claim results from Assignee's gross negligence or wilful misconduct, and nothing in this clause shall restrict or limit Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

- 15.2 None of the Assignee's officers or employees shall have any responsibility or liability:

- 15.2.1 for any proper and lawful action taken, or any proper and lawful failure to take any action, in relation to all or any of the Assigned Assets;

- 15.2.2 for any loss resulting from any fluctuation in interest rates;

- 15.2.3 for the loss or destruction of, or damage to, any of the Assigned Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Assignor); or

- 15.2.4 for any other default or omission in relation to all or any of the Assigned Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct.

16 Avoidance of payments

Any amount which has been paid by the Assignor to the Assignee and which is, in the opinion of the Assignee, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Assignor shall not be regarded as having been irrevocably paid for the purposes of this Assignment.

17 Notices

The provisions of Clause 29 (*Notices*) of the Facility Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Assignment.

18 Assignment of rights/obligations

- 18.1 The Assignee may, at any time, with the prior consent of the Assignor (such consent not to be unreasonably withheld or delayed) assign or otherwise transfer all or any part of its rights under this Assignment to any person.
- 18.2 The Assignor may not assign or transfer any of its rights or obligations under this Assignment.

19 Definitions

Unless the context otherwise requires, or unless otherwise defined in this Assignment, words and expressions defined in the Facility Agreement shall have the same meaning in this Assignment. In this Assignment:-

- 19.1.1 "Account Bank" means each of The Royal Bank of Scotland plc and HSBC Bank plc, being a bank with which the Assignor holds a Security Account;
- 19.1.2 "Assigned Assets" means the (i) the assets pledged and assigned pursuant to Clause 2 of this Assignment, and (ii) the Reversionary Interest;
- 19.1.3 "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
- 19.1.4 "Debenture" means the English law debenture between, among others, the Assignor and the Assignee dated on or about the date of this Assignment.
- 19.1.5 "Deposits" means all sums now or after the date of this Assignment standing to the credit of the Security Accounts (including, without limitation any interest credited to it) including all or any part of the sums pursuant to it and the debt represented by it or any claim for repayment of such sums;
- 19.1.6 "Facility Document" means 'Finance Document' as such term is defined in the Facility Agreement;
- 19.1.7 "Financial Collateral" has the meaning given to that term in the Financial Collateral Regulations;
- 19.1.8 "Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2006 No 3226);
- 19.1.9 "ISDA" means the ISDA Master Agreement (including the schedule thereto) between the Assignor and Assignee originally dated 24 December 2015, as amended from time to time;
- 19.1.10 "Party" means a party to this Assignment;

- 19.1.11 **"Permitted Encumbrance"** means any Security granted in favour of the Assignee, any Security referred to in the Deed of Priority, and any Security that has been consented to by the Assignee in writing;
- 19.1.12 **"Reversionary Interest"** means the whole present and future residual and reversionary right, title and interest of the Assignor in and to the Assigned Assets pledged under the First Assignment;
- 19.1.13 **"Secured Obligations"** means the liabilities of any of the Spark Group to the Assignee under or pursuant to the WETA, and each Finance Document (as defined in the WETA), each Facility Document, the WETA and the WETA Amendment Agreement, including any other present and future monies, obligations and liabilities owed by any of the Spark Group to the Assignee, together with all interest (including without limitation, default interest) accruing in respect of those monies, obligations or liabilities, as well as any fees, costs and expenses;
- 19.1.14 **"Security"** means a mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment or assignation by way of security, standard security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect;
- 19.1.15 **"Security Account"** means (i) the account held at the relevant Account Bank with the following details Account number 33670015 Sort Code 40-20-44 and (ii) the account held at the relevant Account Bank with the following details Account number 20876363, Sort Code 83-06-08 and any sub-division, sub-account, or replacement thereof respectively;
- 19.1.16 **"Spark Group"** means, collectively, the Assignor, Spark Energy Supply Limited (Registered Number 05857467), Spark Gas Shipping Limited (Registered Number 05857480) and Spark Generation Limited (Registered Number SC362870);
- 19.1.17 **"WETA Amendment Agreement"** means the amendment agreement between the Parties dated on or about the date of this Assignment, in respect of the WETA.

20 Interpretation

20.1 Unless otherwise indicated any reference in this Assignment to:

- 20.1.1 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

- 20.1.2 any person shall include that persons successors in title, permitted assignees or permitted transferees;
- 20.1.3 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- 20.1.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 20.1.5 a clause heading is a reference to a clause or a sub-clause of this Assignment and is for ease of reference only;
- 20.1.6 the Schedule is a reference to the Schedule annexed to this Assignment and references to this Assignment include its Schedule;
- 20.1.7 this Assignment (and any provisions of it) or any other document referred to in this Assignment shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

21 Counterparts

- 21.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 21.2 If executed in counterparts:
 - 21.2.1 this Agreement shall not take effect until both of the counterparts have been delivered;
 - 21.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and
 - 21.2.3 the agreed date will be inserted on page 1 of this Agreement.

22 Governing law and jurisdiction

This Assignment and any non-contractual obligations arising out of it or in connection with it shall be governed and construed in all respects in accordance with the law of Scotland and for the benefit of the Assignee, the Assignor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts, but without prejudice to the ability of the Assignee to proceed against the Assignor in any other appropriate jurisdiction.

23 Certificates

A certificate signed by any official, manager or equivalent account officer of the Assignee shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time.

24 Consent and authorisation

24.1 The Assignor hereby irrevocably consents to the registration of this Assignment and of any certificate referred to in Clause 23 for preservation and execution.

24.2 The Assignor hereby authorises the Assignee or its agent to insert the date of delivery of this Assignment in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages and the Schedule are executed as follows:

For Spark Energy Limited (as Assignor)

signature of
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

date of delivery

For Macquarie Bank Limited (as Assignee)

signature of
authorised signatory/witness

Matthew Booth
Division Director

full name of above (print)

ROPEMAKER PLACE
28 ROPEMAKER ST
LONDON EC2Y 9HD

Address of witness

signature of
authorised signatory

Paul Weston
Associate Director

full name of above (print)

21/4/17

date of signing

LONDON

place of signing

21/4/17

date of delivery

For Macquarie Bank Limited (as Original Security Holder)

signature of
authorised signatory/witness **Matthew Booth**
Division Director

full name of above (print)

Address of witness

signature of
authorised signatory **Paul Weston**
Associate Director

full name of above (print)

21/4/17

date of signing

LONDON

place of signing

21/4/17

date of delivery

**THIS IS THE SCHEDULE TO THE FOREGOING ASSIGNATION IN SECURITY BETWEEN SPARK
ENERGY LIMITED (AS ASSIGNOR), MACQUARIE BANK LIMITED (AS ASSIGNEE) AND MACQUARIE
BANK LIMITED (AS ORIGINAL SECURITY HOLDER)**

SCHEDULE

Form of Intimation

[Bank]

Date: []

Dear Sirs,

Account Holder: Spark Energy Limited (the "Assignor")
Security Account No: [] (the "Security Account")
Account Branch: []

We hereby notify you that the Assignor has pledged and assigned its right, title and interest (present and future) in and to the Deposit and the Security Account as detailed below (together the "Assigned Assets") to [] (the "Assignee") by way of security. The details of the Assigned Assets are as follows:-

Account Bank	Account Branch/Sort Code	Account Number	Deposit

Please acknowledge receipt of this letter of intimation and the enclosed certified copy of the Assignment and confirm that:

- 1 you will not permit the Assignor to withdraw or transfer all or any part of the Deposit or otherwise to deal with the Security Account;
- 2 you will pay all moneys in relation to the Security Account and the Deposit as directed by the Assignee and this letter;
- 3 you will disclose to the Assignee such information relating to the Security Account and the Deposit as the Assignee may from time to time request;
- 4 you have not received any other notice of any assignment, assignment or charge of the Security Account or the Deposit or that any other person has any security interest in or claims any rights in respect of the Security Account or the Deposit;
- 5 you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of, the Security Account and the Deposit;
- 6 you will comply with the other provisions of this letter of intimation; and

- 7 you submit to the exclusive jurisdiction of the courts of Scotland to settle any dispute arising out of or in connection with this letter of intimation (a "Dispute") and agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute.

This authority and instruction is irrevocable without the prior written consent of the Assignee.

This letter of intimation and your acknowledgement shall be governed by and construed in accordance with Scots law.

Yours faithfully

For and on behalf of []

We hereby acknowledge receipt of the above letter of which this is a duplicate and confirm our agreement to the terms above.

For and on behalf of []

Date: