

MR01

Particulars of a charge

232608 | 13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

COMPANIES HOUSE



WEDNESDAY

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

A31

A2CSOKSZ
17/07/2013

#131

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 4 8 8 3 5 8 9

Company name in full DRAX POWER LIMITED

15 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d1 m0 m7 y2 y0 y1 y3

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

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

Name BARCLAYS BANK PLC

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

N/A

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature


Signature


X Allen & Overy LLP on behalf of the chargee X
(Barclays Bank PLC)


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

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	JULIAN EWART
Company name	ALLEN & OVERY LLP
Address	ONE BISHOPS SQUARE
Post town	LONDON
County/Region	LONDON
Postcode	E 1 6 A D
Country	UNITED KINGDOM
DX	
Telephone	+44 (0) 20 3088 0000

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

	Checklist
We may return forms completed incorrectly or with information missing.	

Please make sure you have remembered the following:	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/>	You have signed the form
<input checked="" type="checkbox"/>	You have enclosed the correct fee
<input checked="" type="checkbox"/>	Please do not send the original instrument, it must be a certified copy


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

	How to pay
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A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

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

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

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

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

	Further information
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For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4883589

Charge code: 0488 3589 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2013 and created by DRAX POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2013.

Given at Companies House, Cardiff on 18th July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CHARGE OVER CREDIT BALANCES BY A CHARGOR FOR OWN LIABILITIES

(If executed by a company this Deed of Charge requires registration at Companies House within 21 days after its creation)

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP 16 July 2013
ALLEN & OVERY LLP

To Barclays Bank PLC (acting in its capacity as Issuing Bank)

- 1 Terms defined in the £400,000,000 revolving credit facility agreement (the **Facility Agreement**) dated 20 December 2012 between, amongst others, Drax Power Limited as borrower (the **Borrower**), Barclays Bank PLC, Lloyds TSB Bank plc and the Royal Bank of Scotland plc as mandated lead arrangers and Barclays Bank PLC as agent have, unless otherwise defined in this Deed of Charge or the context otherwise requires, the same meanings when used in this Deed of Charge
- 2 In consideration of your giving or continuing to give time, credit and/or banking facilities and accommodation to us, being the party named in Schedule 1 hereto, we with full title guarantee hereby charge by way of first fixed charge all sums of money specified in Schedule 2 hereto (the **Deposit(s)** which expression includes all or any part of the money payable pursuant to such deposit(s) and the debt(s) represented thereby), together with all interest from time to time accruing thereon, as security for the payment, discharge and performance of all money and liabilities and other sums to be paid by us to you in your capacity as Issuing Bank in accordance with clause 7 1(c) of the Facility Agreement (the **Secured Sums**)
3. We hereby assign to you for the purposes of and to give effect to this security our right to require you to repay to us the Deposit(s) and to pay interest thereon to us.
- 4 We agree that during the currency of this security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with you or paid to you or held by you, such Deposit(s) shall only be repayable upon written request or demand and we shall not be entitled to make any request or demand upon you for repayment of such Deposit(s) or for payment of interest thereon, unless you shall first have agreed to release this security insofar as it concerns such Deposit(s). Any repayment(s) permitted by you shall not be deemed to be a release of this security over any other money or interest then or at any time thereafter forming part of the Deposit(s) or interest accrued thereon. It is hereby expressly agreed that the terms of this security shall override the terms applicable to the Deposit(s)
- 5 (a) You may at any time hereafter enforce this security
 - (i) without notice to us provided that any such enforcement of this security occurs at the same time as or at any time after (y) you have demanded in writing payment of the Secured Sums or the same has become due, or (z) the occurrence of any event set out in clause 25 7 (Insolvency Proceedings) of the Facility Agreement (subject for the avoidance of doubt to the provision in clause 25 7(B) of the Facility Agreement), or
 - (ii) in all other cases, with notice to us in writing,

and without any further or other consent from us, by applying or transferring as you think fit all or part of any money or interest subject to this security at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Sums as you may determine. You may take any such action as is necessary for this purpose, including without limitation opening additional accounts.

- (b) You are hereby irrevocably empowered and authorised as our attorney in our name and at our expense to execute such documents and give such instructions as may be required to give effect hereto, including (without limitation) instructions for the withdrawal of any sums which you may have placed upon our behalf with any third party and for the use of any money or interest subject to this security to purchase any currency or currencies required to effect such application. For the purposes aforesaid and whilst acting in the capacity of our attorney, you shall have the right to do anything which we may lawfully do and all the rights and powers which may lawfully be given to an attorney
 - (c) You shall not be liable for any loss sustained by us in consequence of the proper exercise of your rights hereunder, including (without limitation) any loss of interest caused by the determination before maturity of any Deposit(s) or by the fluctuation in any exchange rate at which currency may be bought or sold by you
6. This security shall be a continuing security notwithstanding any intermediate payments or settlement of accounts, the fact that our liabilities to you under the Facility Agreement may from time to time be reduced to nil or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by you as bankers against us or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by you
 7. We shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this security or our right, title or interest therein, or agree to do so. We shall not enter into any transaction or arrangement which would result in any of the money or interest subject to this security passing to or being held in trust for or for the benefit of another person.
 8. For the avoidance of doubt, we agree that this security is to operate by way of security only in favour of you and that no release of any indebtedness existing now or in the future from you to us is intended or effected by this security
 9. If the persons executing this security are in partnership together and if any change shall at any time occur in the composition of the partnership, then, unless you decide to close the then current account or accounts of the partnership and to open a new account or accounts for the continuing partners, this security shall be a continuing security for all liabilities incurred to you (after as well as before such change) by the persons for the time being constituting such partnership
 10. Without prejudice to your foregoing rights and as a separate and independent stipulation, we agree that you may at any time or times without notice to us combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to our credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with you or opened by you on our behalf with some third party and whether opened in our name or in your name or otherwise) with all or such part of the Secured Sums as you may determine (whether presently payable or not)

11. Where this security is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this security the singular shall include the plural and vice versa

In Witness whereof these presents were executed as a deed this 11th day of July 2013

SCHEDULE 1

(the Chargor(s))

FULL NAME(S)	ADDRESS(ES) (REGISTERED OFFICE IF A COMPANY)
Drax Power Limited	<p>Jurisdiction of Incorporation England and Wales</p> <p>Registered Number 4883589</p> <p>Registered Office Drax Power Station, Selby North Yorkshire YO8 8PH</p> <p>Attention The Directors</p> <p>Fax. 01757 618 504</p>

SCHEDULE 2

PART 1 Definition of the Deposit(s)

In this security the expression "Deposit(s)" means all sums of money in any currency

- (a) deposited or paid by us now or at any time hereafter to the credit of the account(s) (if any) with you specified in Part 2 of this Schedule 2 and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with you for the deposit or holding of all or part of the money or interest subject to this security, and
- (b) deposited or paid by us with or to you or held by you on our behalf pursuant to the deposit contract(s) (if any), short particulars of which are given in Part 3 of this Schedule 2; and
- (c) deposited or paid by us with or to you or held by you on our behalf (whether in an account or otherwise) now or at any time during the currency of this security, unless you agree in writing before such deposit or payment is made that it shall not be subject to this security (provided that this paragraph shall not extend to any money in any current account), and
- (d) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs,

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and whether any such account is opened in the name of all or any of us or in your name or otherwise.

PART 2

Details of Charged Account(s)

BBRE Drax Power Ltd

Sort Code - [REDACTED]

Account Number - [REDACTED]

CIS - [REDACTED]

PART 3

Details of Charged Deposit Contract(s)

N/A

EXECUTED as a Deed by)

for and on behalf of)

DRAX POWER LIMITED)

acting by its attorney)

) [REDACTED]
Signature of Attorney

In the presence of)

SIGNATURE OF WITNESS)

NAME OF WITNESS)

ADDRESS)

OCCUPATION)

) [REDACTED]
) RICHARD WILLIAMS
) [REDACTED]
) [REDACTED]