



Registration of a Charge

Company name: **DRAX GROUP PLC**

Company number: **05562053**

Received for Electronic Filing: **23/11/2020**



X9IEN56

Details of Charge

Date of creation: **18/11/2020**

Charge code: **0556 2053 0015**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

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: **ALICE AU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5562053

Charge code: 0556 2053 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2020 and created by DRAX GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2020 .

Given at Companies House, Cardiff on 24th November 2020

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**

18 November **2020**

DRAX GROUP PLC
(as the Supplemental Chargor)

and

DEUTSCHE BANK AG, LONDON BRANCH
(as the Security Agent)

**SUPPLEMENTAL SHARE CHARGE AND
SECURITY ASSIGNMENT DEED**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Alice Au
Name: Alice Au
Title: Solicitor
Date: 18 November 2020

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THIS SUPPLEMENTAL SHARE CHARGE AND SECURITY ASSIGNMENT (the “Deed”) is made on 18 November 2020

BETWEEN:

- (1) **DRAX GROUP PLC** (registered number 5562053) with its registered office at Drax Power Station, Selby, North Yorkshire, YO8 8PH (the “**Supplemental Chargor**”);
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** as security trustee for itself and the other Secured Creditors (the “**Security Agent**”).

RECITALS:

- (A) This Deed is entered into in connection with: (1) an amendment and restatement agreement dated on or around the date of this Deed between, among others, Drax Corporate Limited and Drax Group Holdings Limited as Obligors and Barclays Bank PLC as the facility agent (the “**Facility Agent**”) in respect of the Project Andromeda RCF Agreement (as defined below) and the M&G Term Facility Agreement (as defined below) (the “**Amendment and Restatement Agreement**”) (2) the Intercreditor Agreement and (3) the other Secured Debt Documents
- (B) This Deed is supplemental to a share charge and security assignment deed entered into on 5 May 2017 between Drax Group plc and the Security Agent (the “**Original Share Charge and Security Assignment**”), as supplemented pursuant to: (1) a supplemental share charge and security assignment dated 26 April 2018 between the Supplemental Chargor and the Security Agent; (2) a supplemental share charge and security assignment dated 21 December 2018 between the Supplemental Chargor and the Security Agent; (3) a supplemental share charge and security assignment dated 16 May 2019 between, among others, the Supplemental Chargor and the Security Agent; (4) a supplemental share charge and security assignment dated 24 July 2019 between, among others, the Supplemental Chargor and the Security Agent; (5) a supplemental share charge and security assignment dated 18 August 2020 between, among others, the Supplemental Chargor and the Security Agent; and (6) a supplemental share charge and security assignment dated 4 November 2020 between, among others, the Supplemental Chargor and the Security Agent (the Original Share Charge and Security Assignment as so supplemented being the “**Share Charge and Security Assignment**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Deed:

“**M&G Facility Agreement**” means the term loan facility agreement established on or about the date hereof between, amongst others, Drax Group Holdings Limited, Drax Corporate Limited as the Borrower, M&G Inflation Opportunities Fund, a sub-fund of Specialist Investment Funds (4) Common Contractual Fund, M&G Inflation Opportunities II Fund, a sub-fund of Specialist Investment Funds (4) Common Contractual Fund, M&G Inflation Opportunities III Fund, a sub-fund of Specialist Investment Funds (4) Common Contractual Fund and M&G Inflation Opportunities IV Fund, a sub-fund of Specialist Investment Funds (4) Common Contractual Fund;

“**Original Share Charge and Security Assignment**” has the meaning given to it in Recital B;

“Project Andromeda RCF Agreement” means the revolving credit facility agreement made between, amongst others, Drax Corporate Limited as Original Borrower and the Facility Agent, originally dated 20 December 2012 (each such term as defined therein) as amended and restated from time to time, including on 10 December 2015, on 5 May 2017 and most recently amended and restated on or about the date hereof pursuant to the Amendment and Restatement Agreement;

“Share Charge and Security Assignment” has the meaning given to it in Recital B; and

“Shares” means the shares held by the Supplemental Chargor in Drax Group Holdings Limited, as specified in Schedule 1 (*Security Assets*) and any other shares in the capital of Drax Group Holdings Limited, in each case which are, at the relevant time, held by the Supplemental Chargor.

Unless otherwise defined in this Deed, terms defined in the Original Share Charge and Security Assignment shall have the same meaning when used in this Deed, save that references to “Chargor” will be deemed to be references to the “Supplemental Chargor” and plural and singular references to those terms will be construed accordingly.

1.2 Construction

The provisions of clause 1.2 (*Construction*) of the Original Share Charge and Security Assignment will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this Deed.

1.3 Intercreditor Agreement

This Deed is subject to the terms of the Intercreditor Agreement.

2. COVENANT TO PAY

The Supplemental Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Creditors) that it will pay or discharge the Secured Liabilities in the manner provided for in the Secured Debt Documents.

3. CHARGING PROVISIONS

3.1 Shares

(a) The Supplemental Chargor charges:

- (i) by way of a first mortgage all Shares; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all Shares.

(b) A reference in this Deed to the Shares includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) any right against any clearance system; and
- (iv) any right under any custodian or other agreement,

in relation to the Shares, provided that all dividends or other distributions made in accordance with the Secured Debt Documents shall not be subject to this Security.

3.2 Parent Liabilities

- (a) As further continuing security for the payment of the Secured Liabilities, the Supplemental Chargor assigns absolutely with full title guarantee, except for any Security Interests permitted under the Secured Debt Documents, to the Security Agent all its rights, title and interest, both present and future, from time to time in the Parent Liability Documents and the Parent Liabilities, subject to reassignment by the Security Agent to the Supplemental Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Liabilities.
- (b) To the extent not effectively assigned under paragraph (a) above, the Supplemental Chargor charges by way of first fixed charge all its rights, title and interest in (and proceeds and claims under) the Parent Liability Documents and the Parent Liabilities.

3.3 Restrictions on Dealings

The Supplemental Chargor may not, prior to the Discharge Date:

- (a) create or allow to subsist any Security Interest on any of the Security Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer or dispose of all or any part of the Security Assets,

unless permitted under the Secured Debt Documents. If the Supplemental Chargor disposes of all or any part of its Security Assets in accordance with the Secured Debt Documents, such assets shall be released and discharged from the mortgages, assignments and fixed charges effected by this Deed (and the Security Agent shall, at the cost and expense of the Supplemental Chargor, execute on behalf of each Secured Creditor each document reasonably required to achieve such release).

- 3.4 Notwithstanding anything to the contrary in this Deed, the security created under this Clause 3 is intended to rank behind only the security created pursuant to the Original Share Charge and Security Assignment and the Share Charge and Security Assignment, and is intended to be first ranking immediately upon the release or discharge of the security created by the Original Share Charge and Security Assignment and the Share Charge and Security Assignment.

- 3.5 The Supplemental Chargor confirms for the benefit of the Security Agent that the security created by the Original Share Charge and Security Assignment and the Share Charge and Security Assignment shall remain in full force and effect notwithstanding the supplemental security created under this Clause 3.

- 3.6 The provisions of the Original Share Charge and Security Assignment shall apply *mutatis mutandis* to the security granted under this Clause 3.

4. INCORPORATION OF TERMS FROM SHARE CHARGE AND SECURITY ASSIGNMENT

- (a) Subject to paragraphs (b) and (c) below, the provisions of Clause 3.1 (*General*), Clause 4 (*Representations - General*) and Clause 6 (*Shares*) to Clause 23 (*Counterparts*) of the Original Share Charge and Security Assignment shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:

- (i) “this Deed” and other similar expressions were a reference to this Deed;
 - (ii) “Chargor” was a reference to the Supplemental Chargor under this Deed;
 - (iii) a Schedule to the Original Share Charge and Security Assignment was a reference to the equivalent Schedule to this Deed; and
 - (iv) Clause 3.2 (*Shares*) and Clause 3.3 (*Parent Liabilities*) of the Original Share Charge and Security Assignment were references respectively to Clause 3.1 (*Shares*) and Clause 3.2 (*Parent Liabilities*) of this Deed.
- (b) Subject to paragraph (c) below, the representations and warranties made in Clause 4 and Clause 6.1 of the Original Share Charge and Security Assignment and incorporated by reference into this Deed shall be made (i) on the date hereof by reference to the facts and circumstances existing on that date; and (ii) on each date that the Repeating Representations (as defined in the Project Andromeda RCF Agreement and the M&G Facility Agreement respectively) are repeated under the Project Andromeda RCF Agreement and the M&G Facility Agreement (as applicable).
- (c) The Security Agent agrees that:
- (i) the provisions in Clause 8.5 (*Redemption of prior mortgages*) and Clause 12 (*Expenses and Indemnity*) of the Original Share Charge and Security Assignment, including as incorporated by reference into this Deed, shall be interpreted by reference to the principle that there should be no double recovery by the Security Agent; and
 - (ii) the term “Obligor” in Clause 16.6 (*Non-competition*) and Clause 17.1 (*Tacking*) of the Original Share Charge and Security Assignment has the meaning given to the term “Debtor” in the Intercreditor Agreement (and, for the avoidance of doubt, Drax Group plc shall not be an Obligor).

5. ORIGINAL SHARE CHARGE AND SECURITY ASSIGNMENT AND SHARE CHARGE AND SECURITY ASSIGNMENT

The Original Share Charge and Security Assignment and the Share Charge and Security Assignment shall remain in full force and effect as supplemented by this Deed.

6. DESIGNATION

This Deed is hereby designated a “Finance Document” for the purposes of the Project Andromeda RCF Agreement, the M&G Facility Agreement and each other Finance Document (as defined in each of the Project Andromeda RCF Agreement and the M&G Facility Agreement)).

7. ACKNOWLEDGEMENT BY THE SUPPLEMENTAL CHARGOR

The Supplemental Chargor acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in any Secured Debt Document; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Original Share Charge and Security Assignment and the Share Charge and Security Assignment.

Assignment and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under the Original Share Charge and Security Assignment and the Share Charge and Security Assignment will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargor under this Deed.

8. FAILURE TO EXECUTE

Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

9. GOVERNING LAW AND JURISDICTION

9.1 This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

9.2 Subject to Clause 9.3 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “Dispute”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

9.3 The Parties agree that, for the benefit of the Secured Creditors only, nothing in this Deed shall limit the right of the Secured Creditors to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Share Charge and Security Assignment has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1**SECURITY ASSETS**

Supplemental Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Drax Group plc	Drax Group Holdings Limited	Ordinary	1000 shares of £1 each

SIGNATORIES TO THE SUPPLEMENTAL SHARE CHARGE AND SECURITY
ASSIGNMENT

THE SUPPLEMENTAL CHARGOR

REDACTED

EXECUTED as a DEED by
DRAX GROUP PLC
acting by its attorney

)

)

ROGER HINGGLES

...

in the presence of:

Witness: REDACTED

Name: ISOBEL DICKINSON

Witness' address: REDACTED

[Signature page to Supplemental Share Charge and Security Assignment]

THE SECURITY AGENT

EXECUTED as a DEED by)
Deutsche Bank AG, London Branch acting by:)
vikki adams)

as Authorised Signatory

DocuSigned by:
REDACTED
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Carly Pedder)

as Authorised Signatory)

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