



**Registration of a Charge**

Company Name: **DRAX GROUP PLC**

Company Number: **05562053**



Received for filing in Electronic Format on the: **22/07/2021**

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**Details of Charge**

Date of creation: **12/07/2021**

Charge code: **0556 2053 0016**

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: **JACK WINFIELD**



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

Company number: 5562053

Charge code: 0556 2053 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2021 and created by DRAX GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2021 .

Given at Companies House, Cardiff on 22nd July 2021

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**

12 July 2021

**DRAX GROUP PLC**  
(as the Supplemental Chargor)

and

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

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**SUPPLEMENTAL SHARE CHARGE AND  
SECURITY ASSIGNMENT DEED**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
Tel: +44.20.7710.1000  
[www.lw.com](http://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: Jack Winfield  
Name: Jack Winfield  
Title: Solicitor  
Date: 15 July 2021

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THIS SUPPLEMENTAL SHARE CHARGE AND SECURITY ASSIGNMENT (the “Deed”) is made on 12 July 2021

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 a term and revolving facilities agreement dated on or around the date of this Deed between, among others, Pinnacle Renewable Energy Inc. as Original Borrower, Drax Group Holdings Limited and others as Original Guarantors, the Original Lenders and Royal Bank of Canada as the facility agent (each such term as defined therein) (the “Project Pika Facilities 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; and (7) a supplemental share charge and security assignment dated 18 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:

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

“Project Pika Facilities Agreement” has the meaning given to it in Recital A;

“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 (*Representations – General*) and Clause 6.1 (*Shares*) 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 Pika Facilities Agreement) are repeated under the Project Pika Facilities Agreement.

(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 Pika Facilities Agreement and each other Finance Document (as defined in the Project Pika Facilities 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 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**

<b>Supplemental Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
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

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

\_\_\_\_\_ Lisa Dukes \_\_\_\_\_

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in the presence of:

Witness:

Name:

Witness' address:

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REDACTED  
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Angela Hall

Howden, DN14 7TG

THE SECURITY AGENT

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

Craig Hoepfl  
as Authorised Signatory

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Carly Pedder  
as Authorised Signatory

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