

MG01

Particulars of a mortgage or charge

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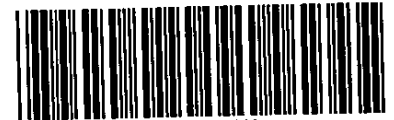
A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



L5419WK1

LD4

10/08/2011

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COMPANIES HOUSE

1

Company details

Company number 0 5 5 6 2 0 5 8

Company name in full Drax Finance Limited (the **Chargor**)

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

Date of creation of charge

Date of creation 2 8 0 7 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description An equitable mortgage and charge in respect of shares of Drax Holdings
Limited between the Chargor and the Chargee (as defined below) in its
capacity as security agent (the **Charge**)

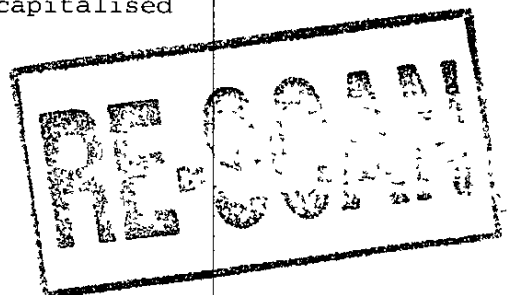
4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Obligor to any Secured Creditor
under any Secured Debt Finance Document except for
any obligation or liability which, if it were so
included, would result in the Charge contravening
any law (the **Secured Obligations**) (each capitalised
term as defined below)

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



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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Barclays Bank PLC (the **Chargee** or **Security Agent**)

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Please see continuation sheets

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Allen + Avery LLP (10/8/2011) X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Cordelia Manley (BK 17791504)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region Greater London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3368



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:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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



Where to send

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

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CONSTRUCTION

In this Form MG01

- (a) references to the singular shall include the plural and vice versa and references to the masculine shall include the feminine or neuter and vice versa,
- (b) references to any document include any deed, agreement (including the Charge), negotiable instrument, certificate, notice or other document of any kind and references to any document (or a provision thereof) (including, without limitation, any Secured Debt Finance Document or provision thereof) shall include and be construed as a reference to
 - (i) such document as modified, amended (including, without limitation, so as to increase the obligations of any person or so as to increase the amounts available to any person under any loan or other facility) restated, supplemented and/or novated from time to time, in each case in accordance with the terms thereof, and
 - (ii) each document which replaces such document from time to time, in each case in accordance with the terms of such document
- (c) references to assets include property, rights and assets of every description,
- (d) references to the Chargee shall be construed as references to the Chargee in its capacity as Security Agent under the Priority Deed, and
- (e) references herein to any person (including, without limitation, each party hereto) include, in each case, its successors and assigns and persons deriving title under or through it, in whole or in part, and whether at law or in equity and any person which replaces any party to any Secured Debt Finance Document in its respective role thereunder, by assuming the rights and obligations of the party being replaced under such Secured Debt Finance Document
- (f) The Parties will have no rights or obligations and give no representations under the Charge and, for the avoidance of doubt,

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Particulars of a mortgage or charge

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|-------------------|--|--|
| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>shall not grant any Security Interests pursuant to the Charge until the Effective Date and if the Effective Date does not occur pursuant to the Cayman Deed of Release, then the Parties will cease to be parties to the Charge. On the Effective Date, the Chargor shall grant the Security Interests on the terms set out in the Charge and, following the Effective Date, the Parties will be bound by and benefit from the Charge</p> <p>2. CREATION OF SECURITY</p> <p>As continuing security for the full and punctual payment and discharge of the Secured Obligations, the Chargor as legal and beneficial owner mortgaged to the Chargee (for the benefit of the Secured Creditors) by way of a first equitable mortgage and charged to the Chargee (for the benefit of Secured Creditors) by way of a first fixed charge, all of the legal and beneficial right, title and interest in and to the Charged Property including all benefits, present and future, actual and contingent accruing in respect of the Charged Property</p> <p>3. COVENANTS</p> <p>The Chargor covenanted that during the Security Period it will remain the legal and beneficial owner of the Charged Property (subject only to the Security Interests created by the Charge, the Security Agreement or the Priority Deed) and that it will not without the prior consent in writing of the Chargee</p> <p>(a) create or suffer the creation of any Security Interests (other than those arising by operation of law and/or created by the Charge, the Security Agreement or the Priority Deed) on or in respect of the whole of any part of the Charged Property or any of its interest therein, or</p> <p>(b) sell, assign, lend, dispose of, transfer or otherwise deal with any of its interest in the Charged Property in any such case,</p> <p>unless permitted under the Secured Debt Finance Documents</p> <p>4. DEALINGS WITH CHARGED PROPERTY</p> <p>4.1 Subject to the provisions of Clause 4.2 of this Form MG01, until this Charge has become enforceable in accordance with clause 6 of the Charge</p> <p>(a) the Chargor shall be entitled to exercise all voting and other rights pertaining to the Charged Property or any part thereof for all purposes not inconsistent with the terms of the Charge or the Secured Debt Finance Documents, and</p> | |

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(b) the Chargor shall be entitled to receive, retain and/or release any dividends, interest or other moneys or assets paid or payable or accruing on or in respect of the Charged Property or any part thereof (in which case the Chargee shall execute any necessary dividend mandate) and, if paid directly to the Chargee, such dividends, interest or other moneys or assets shall be paid promptly by it to the Chargee and may be retained and/or released by the Chargor

4.2 The Chargor authorises the Chargee to arrange at any time and from time to time (prior to or after this Charge has become enforceable in accordance with clause 6 of the Charge) for the Charged Property or any part thereof to be registered in the name of the Chargee (or its nominee) thereupon to be held, as so registered, subject to the terms of this Charge

5. DEFINITIONS

In this Form MG01

Additional Borrower means a member of the Group that accedes to the Revolving Credit Facility Agreement

Additional Guarantor means a member of the Group that accedes to the Revolving Credit Facility Agreement

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company, except that in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings

Barclays/Drax Trading Agreements means

- (a) the ISDA master agreement (multicurrency-cross border) and schedule thereto dated as of 22 June 2007, as amended, restated and/or supplemented from time to time entered into between Drax Power Limited and Barclays Bank plc for the purpose of entering into commodity derivatives,
- (b) the Electricity Forward Agreement Association grid trade master agreement and schedules thereto dated as of 1 March 2005, as

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amended, restated and/or supplemented from time to time entered into between Drax Power Limited and Barclays Bank plc, and

- (c) the master netting agreement dated as of 27 May 2005, as amended, restated and/or supplemented from time to time entered into between Drax Power Limited and Barclays Bank plc

Biomass Growth Strategy means the development, design, financing, realisation, operation and maintenance of new biomass fired power generation facilities of approximately 150-400MW each in the United Kingdom PROVIDED THAT

- (a) the borrowing or funding for, and (save as a Permitted Biomass Transaction) the operation of biomass plants shall only be permitted to the extent that such activities are undertaken by special purpose companies which are not members of the Group,
- (b) no member of the Group is required to grant Security Interests or, save as permitted in clause 23 17 (Third Party Guarantees) of the Revolving Credit Facility Agreement, give guarantees in connection with the funding of the Biomass Growth Strategy, and
- (c) no member of the Group incurs any borrowing in connection with the Biomass Growth Strategy other than in accordance with clause 3 2(e) (Letters of Credit) of the Revolving Credit Facility Agreement

Borrower means an Original Borrower or an Additional Borrower

Cayman Deed of Release means the the deed of release governed by the laws of the Cayman Islands dated 26 July 2011 between the Chargor and the Chargee in respect of the share mortgages dated 15 December 2005, 3 August 2009 and 5 May 2010 given by the Chargor over the shares in the Company

Charged Property means all beneficial and legal title in and to the Shares and any Further Charged Shares from time to time owned by the Chargor during the Security Period (together, the "**Charged Shares**") and all dividends or other distributions, interest and other moneys paid or payable after the date hereof in connection therewith and all interests in and all rights accruing at any time to or in respect of all or any of the Charged Shares

Charged Shares has the meaning assigned thereto in the definition of Charged Property

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Company means Drax Holdings Limited, an exempted company with registered office at Walkers Corporate Services Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, Cayman Islands KY1-9005

Effective Date means 28 July 2011

Finance Party means a lender or an administrative party under the Revolving Credit Facility Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any acceptance credit (including any dematerialised equivalent),
- (c) any bond, note, debenture, loan stock or other similar instrument,
- (d) any redeemable preference share,
- (e) any agreement treated as a finance or capital lease in accordance with generally accepted accounting principles in England and Wales,
- (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (g) the acquisition cost of any asset or service to the extent payable after its acquisition or possession by the party liable where the advance or deferred payment
 - (i) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or
 - (ii) involves a period of more than six months before or after the date of acquisition or supply,
- (h) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark to market value of the derivative transaction will be used to calculate its amount),
- (i) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing,

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(j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, or

(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above paragraphs

Further Charged Shares means any Ordinary Shares from time to time issued by the Company after the date of the Charge and owned by the Chargor

Group means the Chargor and its Subsidiaries

Guarantor means an Original Guarantor or an Additional Guarantor

Hedging means any interest rate swap in respect of interest relating to Senior Debt and any foreign exchange hedging (other than any non-secured foreign exchange hedging arrangements entered into in accordance with clause 23 8(c) (Hedging) of the Revolving Credit Facility Agreement), in each case entered into in accordance with clause 23 8 (Hedging) of the Revolving Credit Facility Agreement (prior to the RCF Discharge Date) and any equivalent provision of a Qualifying NSD Secured Document

Hedging Bank means

(a) in relation to any Hedging of RCF Debt, each RCF Lender (or its Affiliates) (if any) named in schedule 3 (Hedging Banks and Hedging Documents) of the Priority Deed and any other person which becomes a party to the Priority Deed as a Hedging Bank under clause 13 1 (Accession of Hedging Banks) of the Priority Deed, in each case in its capacity as provider of Hedging to any of the Obligors (as defined in the Priority Deed), provided that such person is a RCF Lender or an Affiliate of a RCF Lender at the time it accedes to the Priority Deed,

(b) in relation to any Hedging of Senior Debt other than RCF Debt, any person which becomes a party to the Priority Deed as a Hedging Bank under clause 13 1 (Accession of Hedging Banks) of the Priority Deed, in each case in its capacity as provider of Hedging in respect of such Senior Debt to any of the Obligors (as defined in the Priority Deed), provided that such person is a RCF Lender or an Affiliate of a RCF Lender at the time it accedes to the Priority Deed, and

(c) in relation to any foreign exchange hedging any person which becomes a party to the Priority Deed as a Hedging Bank under

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clause 13.1 (Accession of Hedging Banks) of the Priority Deed in its capacity as provider of Hedging in respect of foreign exchange risk to any of the Obligors (as defined in the Priority Deed), provided that such person is a RCF Lender or an Affiliate of a RCF Lender at the time it accedes to the Priority Deed

Hedging Debt means all Liabilities of any Obligor (as defined in the Priority Deed) to any Hedging Bank under or in connection with the Hedging Documents or the Priority Deed

Hedging Document means each master agreement, confirmation or other document evidencing any Hedging provided by a Hedging Bank to an Obligor (as defined in the Priority Deed)

Holding Company of any other person, means a company in respect of which that other person is a Subsidiary

Insolvency means any winding-up, bankruptcy, liquidation, dissolution, administration, receivership, administrative receivership, re-organisation, moratorium or judicial composition of or in respect of any Obligor (as defined in the Priority Deed) or any analogous proceedings affecting any Obligor (as defined in the Priority Deed) in any jurisdiction outside England and Wales

Letter of Credit means a letter of credit, substantially in the form of schedule 9 (Form of Letter of Credit) to the Revolving Credit Facility Agreement or in any other form agreed by the Chargor and the relevant issuing bank under the Revolving Credit Facility Agreement

Liability means in relation to any document, agreement or obligation, any present or future liability (actual or contingent) payable or owing under or in connection with that document, agreement or obligation whether or not matured and whether or not liquidated, together with

- (a) any refinancing, novation, deferral or extension of that liability,
- (b) any claim for breach of representation, warranty, undertaking or on an event of default or under any indemnity in connection with that document or agreement,
- (c) any further advance made under any document or agreement supplemental to that document or agreement, together with all related interest, fees and costs,
- (d) any claim for damages or restitution in the event of rescission of that liability or otherwise in connection with that document or agreement,

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(e) any claim flowing from any recovery of a payment or discharge in respect of that liability on the grounds of preference or otherwise, and

(f) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any Insolvency or other proceedings

Novation and Trading Agreement means the £135,000,000 novation and trading agreement dated 5 May 2010 between, among others, Drax Power Limited as counterparty and the Trading Creditor as amended by an amendment and restatement agreement dated 28 July 2011

Obligor means a Borrower or a Guarantor

Original Borrower means the Chargor and Drax Power Limited

Original Guarantor means the Chargor, Drax Power Limited, Drax Group Limited, the Company, Drax Intermediate Holdings Limited, Drax Limited, Drax Investments Limited, Drax Ouse, Drax GCo Limited and Haven Power Limited

Ordinary Share means a share in the capital of the Company having a nominal or par value of £1 00

Other Obligor means each Obligor excepting the Chargor (and, collectively, the "Other Obligors")

Parties means the parties to the Charge

Permitted Biomass Transaction means any agreement entered into between one or more members of the Group (or in the case of clause 24 1 (Holding Company) of the Revolving Credit Facility Agreement, Drax Group plc) and one or more third parties in connection with the Biomass Growth Strategy (including, but not limited to the management, operation, trading, procurement of biomass and any agency relationships relating thereto) on arms' length terms PROVIDED THAT

(a) such a transaction will not have a material adverse affect on the Security Interests created under the Security Documents or on any guarantee granted by any Obligor in favour of any Finance Party, and

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| Short particulars | <p>(b) such a transaction will not have a Material Adverse Effect (as defined in the Revolving Credit Facility Agreement)</p> <p>For the purposes of this definition an agreement on arms' length terms shall include an agreement in respect of transactions customarily entered into in connection with the development or operation of a start-up biomass project company with the objective to generate and sell electricity on profitable terms in circumstances where such agreement is both reasonable for, and of net value to the relevant member of the Group (or in the case of clause 24 1 (Holding Company) of the Revolving Credit Facility Agreement, Drax Group plc) and has no affect on the ability of any Obligor to comply with or perform its payment or other material obligations under any Secured Debt Finance Document or other document in respect of Financial Indebtedness</p> <p>Priority Deed means the priority deed dated 22 July 2011 between, <i>inter alios</i>, the Chargor, each Other Obligor and the Security Agent</p> <p>Qualifying New Senior Debt means, in relation to a Secured Qualifying NSD Incurrence, all Liabilities of any Obligor (as defined in the Priority Deed) to any Qualifying NSD Creditor under or in connection with the Qualifying NSD Secured Documents for such Qualifying NSD Incurrence</p> <p>Qualifying NSD Creditor means each person (other than an Obligor (as defined in the Priority Deed) or Drax Group plc) that is a party to a Qualifying NSD Secured Document named as such in any deed of accession delivered in accordance with subclause 2 2 (Accession of Qualifying NSD Creditors) of the Priority Deed and each person who subsequently accedes to the Priority Deed as a Qualifying NSD Creditor in accordance with subclause 19 4 (New Creditors) of the Priority Deed</p> <p>Qualifying NSD Incurrence means the incurring of Financial Indebtedness by any Obligor (as defined in the Priority Deed) which complies with the requirements of subclause 2 1 (Criteria for Qualifying NSD Incurrence) of the Priority Deed</p> <p>Qualifying NSD Representative means, in relation to a Secured Qualifying NSD Incurrence, the person named as such in any deed of accession relating thereto delivered in accordance with subclause 2 2 (Accession of Qualifying NSD Creditors) of the Priority Deed</p> <p>Qualifying NSD Secured Documents means, in relation to a Secured Qualifying NSD Incurrence, each document named as such in any deed of accession relating thereto delivered in accordance with subclause 2 2 (Accession of Qualifying NSD Creditors) of the Priority Deed</p> <p>RCF Creditor means each of</p> | |

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- (a) the persons named in schedule 2 (RCF Creditors) of the Priority Deed in their capacity as lenders and/or issuing bank under the Revolving Credit Facility Agreement,
- (b) each arranger under the Revolving Credit Facility Agreement, the Senior Agent and (until the Senior Debt Discharge Date) the Security Agent, and
- (c) each person who accedes to the Priority Deed as a RCF Creditor in accordance with subclause 19.4 (New Creditors) of the Priority Deed

RCF Debt means all Liabilities of any Obligor (as defined in the Priority Deed) to any RCF Creditor under or in connection with the RCF Finance Documents

RCF Discharge Date means the date on which the Senior Agent is satisfied (acting reasonably) that all of the RCF Debt has been irrevocably paid and discharged and all commitments of the RCF Creditors have been cancelled

RCF Finance Document means the Revolving Credit Facility Agreement, the Priority Deed, a Letter of Credit, a Security Document, a fee letter, a transfer certificate, an accession agreement, an issuing bank accession agreement, a resignation letter and any other document designated by the Senior Agent and the Chargor, but for these purposes, excluding the Hedging Documents

RCF Lender means a lender and/or an issuing bank under and as defined in the Revolving Credit Facility Agreement

Register of Members means the register of members of the Company maintained by the Company in accordance with the Companies Law (as amended) of the Cayman Islands

Revolving Credit Facility Agreement means the £310,000,000 revolving credit facility agreement dated 22 July 2011 between, amongst others, the Chargor and Drax Power Limited as Original Borrowers and Barclays Capital, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as arrangers

Secured Creditor means a Senior Creditor, a Hedging Bank or the Trading Creditor as the context requires

Secured Debt means the Senior Debt, the Hedging Debt and the Trading Debt

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Secured Debt Discharge Date means the date on which each of the Senior Agent, any Qualifying NSD Representative, the Trading Creditor and the Security Agent is satisfied (acting reasonably) that all of the Senior Debt, the Trading Debt and Hedging Debt has been irrevocably paid and discharged and all commitments of the Senior Creditors and the Trading Creditor have been cancelled and all obligations of the Hedging Banks under the Hedging Documents have been terminated

Secured Debt Finance Documents means the RCF Finance Documents, the Hedging Documents, the Qualifying NSD Secured Documents and, other than for the purposes of (A) the definition of Adjusted Financing Costs under and as defined in the Revolving Credit Facility Agreement, and (B) the definition of Permitted Biomass Transaction under and as defined in the Revolving Credit Facility Agreement, the Trading Documents

Secured Qualifying NSD Incurrence means a Qualifying NSD Incurrence the parties to which (other than an Obligor (as defined in the Priority Deed)) have delivered a deed of accession in accordance with subclause 2.2 (Accession of Qualifying NSD Creditors) of the Priority Deed

Security Agreement means the security agreement dated 28 July 2011 between, *inter alios*, the Chargee and the Chargor

Security Documents means a Security Document as defined in a Secured Debt Finance Document, PROVIDED THAT such document is in favour of the Security Agent and is expressed to secure all of the Secured Debt

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of execution of the Charge and ending on the Secured Debt Discharge Date

Senior Agent means Barclays Bank PLC as facility agent for the lenders under the Revolving Credit Facility Agreement

Senior Creditor means a RCF Creditor or a Qualifying NSD Creditor

Senior Debt means the RCF Debt and/or the Qualifying New Senior Debt, as the context requires

Senior Debt Discharge Date means the date on which each of the Senior Agent, any Qualifying NSD Representative and the Security Agent is satisfied (acting reasonably) that all of the Senior Debt and Hedging Debt

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>has been irrevocably paid and discharged and all commitments of the Senior Creditors have been cancelled and all obligations of the Hedging Banks under the Hedging Documents have been terminated</p> <p>Shares means the 10,000,000 Ordinary Shares in respect of which the Chargor is registered as member in the Register of Members of the Company</p> <p>Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise</p> <p>Trading Creditor means Barclays Bank PLC</p> <p>Trading Debt means all Liabilities of any Obligor (as defined in the Priority Deed) to the Trading Creditor under or in connection with the Trading Documents</p> <p>Trading Documents means the Novation and Trading Agreement, the Priority Deed, a Trading Security Document, an accession agreement, a fee letter, the Barclays/Drax Trading Agreements, a resignation letter or any other document designated as such by the Trading Creditor and Drax Power Limited</p> <p>Trading Security Documents means</p> <ul style="list-style-type: none"> (a) the Security Agreement, (b) a third party charge dated 28 July 2011 between Drax Group plc and the Security Agent, (c) each share mortgage dated 28 July 2011 in respect of the shares of any Obligor (as defined in the Novation and Trading Agreement) incorporated in the Cayman Islands, and (d) any other document evidencing or creating security over any asset of an Obligor (as defined in the Novation and Trading Agreement) to secure any obligation of any Obligor (as defined in the Novation and Trading Agreement) to a Senior Creditor under the Secured Debt Finance Documents | |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5562058
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EQUITABLE MORTGAGE AND
CHARGE IN RESPECT OF SHARES OF DRAX GROUP LIMITED
DATED 28 JULY 2011 AND CREATED BY DRAX FINANCE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 10 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2011

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED 18/8/10



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5562058
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EQUITABLE MORTGAGE AND
CHARGE IN RESPECT OF SHARES OF DRAX HOLDINGS
LIMITED DATED 28 JULY 2011 AND CREATED BY DRAX
FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ANY SECURED
CREDITOR ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
10 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES