



Registration of a Charge

Company name: **HAVEN POWER LIMITED**

Company number: **05893966**

Received for Electronic Filing: **24/12/2018**



Details of Charge

Date of creation: **21/12/2018**

Charge code: **0589 3966 0009**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

LAURA ELLIOTT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5893966

Charge code: 0589 3966 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by HAVEN POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2018 .

Given at Companies House, Cardiff on 28th December 2018

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

21 December 2018

DRAX CORPORATE LIMITED
and the other
Supplemental Chargors listed in Schedule 1
(as the Supplemental Chargors)

and

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

SUPPLEMENTAL DEBENTURE

LATHAM & WATKINS

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

Contact: Stephen Kensell

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 under section 859A of the Companies Act 2006 is a true and correct copy of the original security instrument.

Signature: 
Date: 21 DECEMBER 2018

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THIS SUPPLEMENTAL DEBENTURE is made on 21 December 2018

BETWEEN:

- (1) THE COMPANIES listed in the Schedule (*The Supplemental Chargors*) (each a “Supplemental Chargor”, and together, the “Supplemental Chargors”);
- (2) DEUTSCHE BANK AG, LONDON BRANCH as security trustee for itself and the other Secured Parties (the “Security Agent”).

RECITALS:

- (A) This Deed is entered into in connection with, *inter alia*, a £725,000,000 acquisition bridge facility agreement dated 16 October 2018, entered into between, among others, Drax Corporate Limited as Borrower, Drax Group Holdings Limited as Original Guarantor, Barclays Bank PLC, Bank of America Merrill Lynch International Designated Activity Company (formerly, Bank of America Merrill Lynch International Limited) and J.P. Morgan Securities plc as Mandated Lead Arrangers and Barclays Bank PLC as Facility Agent (as amended and/or amended and restated from time to time) (the “**Bridge Facility Agreement**”) (each term as defined thereunder), the Intercreditor Agreement and the other Secured Debt Documents.
- (B) This Deed is supplemental to a debenture originally entered into on 20 December 2012 between, among others, Drax Corporate Limited, DGHL, the Chargors named therein and the Security Agent and supplemented pursuant to a security accession deed dated 8 December 2015 between, among others, Billington Bioenergy Limited and the Security Agent and a security accession deed dated 8 December 2015 between, among others, Drax Smart Generation Holdco Limited (formerly known as Drax Group Services Limited) and the Security Agent (the “**Original Debenture**”), as amended, restated and supplemented pursuant to a security amendment agreement dated 5 May 2017 between, among others, the Supplemental Chargors and the Security Agent and as further supplemented pursuant to a supplemental debenture dated 26 April 2018 between, among others, the Supplemental Chargors and the Security Agent (the “**Debenture**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Deed:

“**Accounts**” means all present and future accounts opened or maintained by the Supplemental Chargors, including but not limited to the accounts set out in Schedule 4 (*Bank Accounts*) of this Deed (and any renewal or re-designation of such account(s)), in each case, together with the debt or debts represented thereby;

“**Bridge Facility Agreement**” has the meaning given to it in Recital A;

“**Charged Agreement**” means the Intra-Group Debt Documents, the STL Agreements (as defined in the Intercreditor Agreement), any letter of credit issued in favour of any Supplemental Chargor, and any other agreement designated as a Charged Agreement by DGHL and the Security Agent;

“Charged Property” means all the assets and undertakings of the Supplemental Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture, this Deed and any Security Accession Deed;

“Debenture” has the meaning given to it in Recital B;

“Equipment” means in relation to any Supplemental Chargor any plant, machinery, computers, office equipment or vehicles from time to time owned by that Supplemental Chargor;

“Insurance Policies” means all present and future policies of insurance (other than third party insurance, public liability insurance and director's and officer's insurance) held by, or written in favour of, a Supplemental Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (*Insurance Policies*);

“Intellectual Property” means all present and future patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets which may now or in the future subsist;

“Intra-Group Debt Documents” means any document or agreement providing for a loan or other type of financial accommodation by a Supplemental Chargor to another member of the Group and/or any other document or agreement providing for the payment of any amount by any member of the Group to a Supplemental Chargor;

“Investments” means all present and future stock, share, debenture, loan stock, securities, bonds, warrants, coupons, commercial paper, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments, if any, specified in Schedule 3 (*Shares*) (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of a Supplemental Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf (including all rights against any such trustee, fiduciary, nominee or clearance system);

“Original Debenture” has the meaning given to it in Recital B.

“Other Debts” means all present and future book debts and other debts and monetary claims (other than Trading Receivables) owing to a Supplemental Chargor;

“Property” means all present and future freehold and leasehold property from time to time owned by a Supplemental Chargor or in which a Supplemental Chargor is otherwise interested, including, but not limited to the property, if any, specified in Schedule 2 (*Properties*), and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Supplemental Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

“**Related Rights**” means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

“**Shares**” means all present and future shares owned by a Supplemental Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares*); and

“**Trading Receivables**” means all present and future book and other debts arising in the ordinary course of trading owing to a Supplemental Chargor.

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

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

1.3 Intercreditor Agreement and second ranking security priority deed

This Deed is subject to the terms of the Intercreditor Agreement and has the benefit of a second ranking security priority deed entered into on 20 December 2012 between, among others, Drax Power Limited as the Original Chargor, Drax Group Holdings Limited as DGHL, the companies named therein as the New Chargors, Deutsche Bank AG, London Branch as Security Agent and the persons named therein as the Trustees (as amended and/or amended and restated from time to time including, without limitation, as amended and restated on 5 May 2017).

2. COVENANT TO PAY

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

3. CHARGING PROVISIONS

3.1 Specific Security

Each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee, except for any Security Interests permitted under the Secured Debt Documents, the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of legal mortgage all Property now belonging to or vested in it; and
- (b) by way of fixed charge:
 - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its rights, title and interest in the Intellectual Property;

- (iii) all of its rights, title and interest in the Equipment;
- (iv) all the Investments, Shares and all corresponding Related Rights;
- (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vii) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (viii) all of its rights, title and interest in the Hedging Agreements;
- (ix) all of its goodwill and uncalled capital;
- (x) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (xi) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Charged Property;
- (xii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (xi) above; and
- (xiii) all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Charged Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by such Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

3.2 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee, except for any Security Interests permitted under the Secured Debt Documents, in favour of the Security Agent by way of floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3.3 Conversion of Floating Charge

- (a) Except as provided below, the Security Agent may, by notice to any Supplemental Chargor, convert the floating charge created under this Deed into a fixed charge with immediate effect as regards those assets specified in the notice:
 - (i) pursuant to an instruction of the Instructing Group (as defined in the Intercreditor Agreement) given in accordance with the terms of the Intercreditor Agreement if an Acceleration Event has occurred;

- (ii) if the Security Agent reasonably considers that any asset charged under the floating charge created under this Deed is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
 - (iii) if any Supplemental Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 3.4 (*Negative Pledge*).
- (b) The floating charge created under this Deed will automatically (without notice, and in addition to the circumstances in which the same will occur by operation of law) and immediately be converted into a fixed charge over all the assets of a Supplemental Chargor which are subject to the floating charge created under this Deed, if:
 - (i) the members of that Supplemental Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor; or
 - (ii) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Supplemental Chargor or files such a notice with the court.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.3, each relevant Supplemental Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

3.4 Negative Pledge

No Supplemental Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this Deed (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this Deed,

except as permitted by the Secured Debt Documents or with the prior consent of the Security Agent.

3.5 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 Debenture and Debenture, and upon the release or discharge of the security created by the Debenture is intended to rank behind only the Original Debenture, and is intended to be first ranking immediately upon the release or discharge of the security created by the Original Debenture and Debenture.

3.6 Each Supplemental Chargor confirms for the benefit of the Security Agent that the security created by the Original Debenture and Debenture shall remain in full force and effect notwithstanding the supplemental security created under this Clause 3.

- 3.7 The provisions of the Debenture shall apply *mutatis mutandis* to the security granted under this Clause 3.

4. INCORPORATION OF TERMS FROM DEBENTURE

- (a) Subject to paragraphs (b) and (c) below, the provisions of Clause 3.1 (*General*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*), Clause 5.2 (*Non-Distressed Disposals*) and Clause 6 (*Representations and Warranties*) to Clause 25.3 (*Invalidity of any Provision*) of the Debenture 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 Debenture” or “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) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed;
 - (iv) a Schedule to the Debenture was a reference to the equivalent Schedule to this Deed; and
 - (v) Clause 3.2 (*Specific Security*) of the Debenture was a reference to Clause 3.1 (*Specific Security*) of this Deed.
- (b) Subject to paragraph (c) below, the representations and warranties made in Clause 6 of the Debenture 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; (ii) on each date that the Repeating Representations (as defined in the Bridge Facility Agreement) are repeated under the Bridge Facility Agreement; and (iii) on each date that the Repeating Representations are repeated under (and as defined in) the Facilities Agreement.
- (c) The Security Agent agrees that:
- (i) the reference to “Senior Debt Documents” in Clause 5.2(b) of the Debenture, including as incorporated by reference into this Deed, shall be interpreted as referring to “Secured Debt Documents”;
 - (ii) the word “those” in the representation in Clause 6.3 (*Shares*) of the Debenture, as incorporated by reference into this Deed, shall be interpreted as meaning “the”;
 - (iii) the provisions in Clause 17.1 (*Initial Expenses*), Clause 17.2 (*Enforcement Expenses*), Clause 17.3 (*Stamp Duties, etc.*) and Clause 22 (*Redemption of Prior Charges*) of the Debenture, 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;
 - (iv) the term “Obligor” in Clause 14.4 (*Waiver of defences*) of the Debenture has the meaning given to the term “Debtor” in the Intercreditor Agreement;
 - (v) the words “subject to the terms of the Facilities Agreement” in paragraph (b) of Clause 7.4 (*The Land Registry*) of the Debenture shall be interpreted to also include reference to the terms of the Bridge Facility Agreement;

- (vi) the reference to “Finance Parties” in Clause 7.4 (*The Land Registry*) of the Debenture shall be interpreted as also including “Finance Parties under and as defined in the Bridge Facility Agreement”;
- (vii) the reference in Clause 24.2 (*Changes to Parties*) of the Debenture to “clause 31 (*Changes to the Parties*) of the Facilities Agreement” shall be interpreted to also include reference to “Clause 27 (*Changes to the Parties*) of the Bridge Facility Agreement”; and
- (viii) the reference in Clause 24.3 (*New Subsidiaries*) of the Debenture to “the Facilities Agreement” shall be interpreted to also include reference to the “Bridge Facility Agreement”.

5. THE ORIGINAL DEBENTURE AND DEBENTURE

The Original Debenture and Debenture 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 Bridge Facility Agreement, the Facilities Agreement and each other Finance Document (as defined in both the Bridge Facility Agreement and the Facilities Agreement).

7. ACKNOWLEDGEMENT BY THE SUPPLEMENTAL CHARGORS

Each of the Supplemental Chargors acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargors 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 Chargors under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Original Debenture or Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargors under the Original Debenture or Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargors 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 Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Supplemental Chargors in any other court of competent jurisdiction.

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

SCHEDULE 1

SUPPLEMENTAL CHARGORS

Name of Company	Company number	Registered Address
Drax Corporate Limited	5562058	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Smart Generation Holdco Limited	7821911	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Fuel Supply Limited	5299523	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Power Limited	4883589	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Haven Power Limited	5893966	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Holdings Limited	CI-92144	Drax Holdings Limited c/o Intertrust Corporate Services (Cayman) Limited 190 Elgin Avenue, George Town, Grand Cayman KY1- 9005, Cayman Islands
Drax Finco plc	10664639	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Group Holdings Limited	9887429	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Smart Supply Holdco Limited	10664625	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Haven Heat Limited	6657428	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Retail Developments Limited	10711130	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Opus Energy Group Limited	4409377	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Opus Energy Limited	4382246	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Abbott Debt Recovery Ltd	5355799	Beaver House, 23-38 Hythe Bridge Street, Oxford, OX1 2ET
Opus Energy (Corporate) Limited	5199937	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Opus Gas Supply Limited	6874709	Drax Power Station, Selby, North Yorkshire, YO8 8PH

Opus Energy Renewables Limited	7126582	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Farmoor Energy Limited	7111074	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Donnington Energy Limited	7109298	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Research and Innovation Holdco Limited	6657454	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Corporate Developments Limited	6657336	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Innovation Limited	10664715	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Smart Sourcing Holdco Limited	7821375	Drax Power Station, Selby, North Yorkshire, YO8 8PH

SCHEDULE 2**PROPERTIES**

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Drax Power Limited (Company Number: 4883589)	North Yorkshire	Land and buildings at Drax Power Station and Drax Abbey Farm, Drax, Selby, North Yorkshire	Freehold	NYK223464
Opus Energy Limited (Company Number: 4382246)	Northamptonshire	Land East of Summerhouse Road, Moulton Park, Northampton	Freehold	NN61668
Drax Research and Innovation Holdco Limited (Company Number: 6657454)	Lincolnshire	Land on the east of Somerby Way, Gainsborough	Freehold	LL325985
Opus Energy Limited (Company Number: 4382246)	Northamptonshire	Opus Energy House, 8-10 The Lakes, Bedford Road, Northampton	Leasehold	NN150993
Opus Energy Limited (Company Number: 4382246)	Oxfordshire	Lambourne House, 311-321 Banbury Road, Oxford	Leasehold	ON160760
Opus Energy Limited (Company Number: 4382246)	Northamptonshire	2/3 Westbury Court, Anglia Way, Moulton Park, Northampton	Leasehold	NN132570
Opus Energy Limited (Company Number: 4382246)	Cardiff	First Floor, No. 2 Capital Quarter, Cardiff	Leasehold	CYM689758

Drax Power Limited (Company Number: 4883589)	East Riding of Yorkshire	Land at Capital Park, Goole	Leasehold	YEA57712
Drax Power Limited (Company Number: 4883589)	City of London	3 rd Floor, 41 Moorgate, London EC2R 6PP	Leasehold	EGL566844
Drax Power Limited (Company Number: 4883589)	North Yorkshire	Land at Camblesforth Sewage Pumping Station	Leasehold	NYK395771

UNREGISTERED LAND

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
Haven Power Limited (Company Number: 5893966)	Suffolk	First Floor, Franciscan House, Princes Street Ipswich	Leasehold
Drax Power Limited (Company Number: 4883589)	North Yorkshire	Property at Barlow CE Primary School, Barlow, Selby, North Yorkshire	Leasehold
Haven Power Limited (Company Number: 5893966)	Suffolk	32 Ransomes EuroPark, The Havens, Ipswich IP3 9SJ	Leasehold
Drax Corporate Limited (Company Number: 5562058)	City of London	Third Floor, Alder Castle, 10 Noble Street London, EC2V 7JX	Leasehold*

SCHEDULE 3

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Drax Group Holdings Limited	Drax Corporate Limited	419,046,646,002 ordinary shares of £0.001
Drax Group Holdings Limited	Drax Finco plc	30,050,000 ordinary shares of £1
Drax Corporate Limited	Drax Holdings Limited	1,002 ordinary shares of £1
Drax Corporate Limited	Drax Smart Generation Holdco Limited	100,000,000 ordinary shares of £1
Drax Smart Generation Holdco Limited	Drax Generation Developments Limited	1 ordinary share of £1
Drax Smart Generation Holdco Limited	Drax Generation (Selby) Limited	1 ordinary share of £1
Drax Smart Generation Holdco Limited	Drax Power Limited	799,645,605 ordinary shares of £1
Drax Smart Generation Holdco Limited	Drax Fuel Supply Limited	1,000 ordinary shares of £1
Drax Corporate Limited	Drax Smart Supply Holdco Limited	100,000,001 ordinary shares of £1
Drax Smart Supply Holdco Limited	Haven Power Limited	10,100 ordinary shares of £0.01
Drax Smart Supply Holdco Limited	Haven Heat Limited	1 ordinary share of £1
Drax Smart Supply Holdco Limited	Drax Retail Developments Limited	1 ordinary share of £1
Drax Smart Supply Holdco Limited	Opus Energy Group Limited	1,626,161 "A" ordinary shares and 390,327 "B" ordinary shares
Opus Energy Group Limited	Opus Energy Limited	4,000,000 ordinary shares of £1
Opus Energy Group Limited	Opus Energy (Corporate) Limited	1 ordinary share of £1
Opus Energy Group Limited	Opus Gas Supply Limited	1 ordinary share of £1
Opus Energy Group Limited	Donnington Energy Limited	1 ordinary share of £1
Opus Energy Group Limited	Farmoor Energy Limited	1 ordinary share of £1

Opus Energy Group Limited	Abbott Debt Recovery Limited	1 ordinary share of £1
Opus Energy Group Limited	Opus Energy Renewables Limited	1 ordinary share of £1
Drax Corporate Limited	Drax Research and Innovation Holdco Limited	1,001,519 ordinary shares of £1
Drax Research and Innovation Holdco Limited	Drax Innovation Limited	1 ordinary share of £1
Drax Research and Innovation Holdco Limited	Drax Corporate Developments Limited	1 ordinary share of £1
Drax Corporate Limited	Drax Smart Sourcing Holdco Limited	243,193,452 ordinary shares of £1
Drax Smart Generation HoldCo Limited	Abergelli Power Limited	100 ordinary shares of £1
Drax Smart Generation HoldCo Limited	Hirwaun Power Limited	100 ordinary shares of £1
Drax Smart Generation HoldCo Limited	Millbrook Power Limited	100 ordinary shares of £1
Drax Smart Generation HoldCo Limited	Progress Power Limited	100 ordinary shares of £1

SCHEDULE 4

BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX POWER LIMITED	REDACTED	REDACTED	REDACTED
DRAX CORPORATE LTD	REDACTED REDACTED	REDACTED	REDACTED
DRAX CORPORATE LTD	REDACTED REDACTED	REDACTED	REDACTED
DRAX CORPORATE LTD	REDACTED	REDACTED	REDACTED
DRAX CORPORATE LTD	REDACTED	REDACTED	REDACTED
DRAX CORPORATE LTD	REDACTED	REDACTED	REDACTED
DRAX FINCO PLC	REDACTED	REDACTED	REDACTED
DRAX FUEL SUPPLY LIMITED	REDACTED REDACTED	REDACTED	REDACTED
DRAX FUEL SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
DRAX INNOVATION LIMITED	REDACTED	REDACTED	REDACTED

DRAX SMART GENERATION HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX SMART SOURCING HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX SMART SUPPLY HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX GROUP HOLDINGS LIMITED	REDACTED	REDACTED	REDACTED
DRAX SMART SOURCING HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX SMART SOURCING HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX RESEARCH AND INNOVATION HOLDCO LIMITED	REDACTED	REDACTED	REDACTED
DRAX CORPORATE LIMITED	REDACTED	REDACTED	REDACTED
DRAX CORPORATE LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
HAVEN POWER LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED

OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY (CORPORATE) LIMITED	REDACTED	REDACTED	REDACTED
FARMOOR ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY RENEWABLES LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
ABBOTT DEBT RECOVERY LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY (CORPORATE) LIMITED	REDACTED	REDACTED	REDACTED
ABBOTT DEBT RECOVERY LIMITED	REDACTED	REDACTED	REDACTED

SCHEDULE 5

INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Drax Power Limited and various subsidiaries	Chubb European Group SE (20%) Starr International (Europe) Ltd (10%) Axa Corporate Solutions Assurance (10.75%) International Insurance Company of Hannover SE (3.5%) Zurich Insurance plc (7%) Allianz Global Corporate and Speciality SE (5%) Helvetia Swiss Insurance Company (3%) Royal & Sun Alliance Insurance plc (9.5%) Liberty Mutual Insurance Europe SE (2.5%) Scor UK Company Limited (5%) Swiss Re International SE, UK Branch (10%) Aspen Insurance UK Ltd (3.75) Berkshire Hathaway International Insurance Limited (10%)	ENGLO1800821	All Risks Property Damage and Business Interruption
Drax Power Limited, Haven Power Limited, OPUS Energy Limited	XL Insurance Company SE	GB00023911LI18A	Primary Employers Liability

and/or Associated and/or Subsidiary Companies			
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	QBE Insurance (Europe) Limited	GLRET1800470	Excess Employers Liability
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	XL Insurance Company SE	GB00023974LI18A	Primary Public and Products Liability
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	Chubb European Group SE (46.67%) AIG Europe Limited (53.33%)	GLRET1800471	Excess Public and Products Liability
Drax Biomass Inc., Drax Power Limited and/or for whom the Assured may receive instructions to insure	Chubb European Group SE	MACCD1802773	Marine Cargo Stock Throughput – Worldwide Policy
Drax Biomass Inc., Drax Power Limited and/or for whom the Assured may receive instructions to insure	Lloyd's Underwriting Syndicate BRT 2987 (Brit) (10%) Lloyd's Underwriting Syndicate AML 2001 (Amlin) (10%) Lloyd's Underwriting Syndicate AES 1225 (Aegis) (10%) Lloyd's Underwriting Syndicate MKL 3000 (Markel) (10%) Navigators Syndicate 1221 (10%) Liberty Syndicate 4472 (10%) Lloyd's Underwriting Syndicate SCC 1301 (Starstone) (10%) Antares Syndicate 1274 (10%)	MACCD1802779	Excess Stock

	Argenta Syndicate 2121 (10%) Hardy Syndicate 382 (10%)		
Drax Power Limited and / or Drax Fuel Supply Limited and / or Drax Group plc.	The Charterers P&I Club - the Meco group	D/1001118	Charterers Liability
Drax Power Limited	Chubb European Group Ltd	UKDRIC38213	Pension Trustee Liability Insurance
Drax Group plc	Zurich Insurance plc UK Branch (50%) Newline (33.33%) Travelers (16.67%)	SPRAM1800882	Commercial Crime Insurance
Drax Group plc	Chubb European Group Ltd (66.67%) QBE Insurance (Europe) Ltd (33.33%)	SPRAM1800883	Excess Commercial Crime Insurance
Drax Group plc, Drax Power Ltd, Haven Power Limited and OPUS Energy Limited	AIG Europe Limited	10625957	UK Personal Accident and Travel
Drax Group plc, Drax Power Ltd, Haven Power Limited and OPUS Energy Limited	AIG Europe Limited	21602941	UK Motor Fleet

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by
Drax Corporate Limited acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: PHOEBE MCGIBBON
REDACTED

Name: _____

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Drax Finco plc acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Drax Group Holdings Limited acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Smart Generation Holdco Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Fuel Supply Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Power Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Smart Supply Holdco Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness:

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

REDACTED

EXECUTED as a DEED by)
Haven Power Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness:

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

REDACTED

EXECUTED as a DEED by)
Haven Heat Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness:

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

REDACTED

EXECUTED as a DEED by)
Opus Energy Group Limited acting by:)

SABRINA DI GREGORIO)
as Attorney/Director)

REDACTED

Witness: REDACTED

Name: PROBE MCGIBBON

Address:

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Opus Energy Limited acting by:)

SABRINA DI GREGORIO)
as Attorney/Director)
REDACTED

REDACTED

Witness:

Name: PROBE MCGIBBON

Address:

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Abbott Debt Recovery Ltd acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Opus Energy (Corporate) Limited acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Opus Gas Supply Limited acting by:

SABRINA DI GREGORIO
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR
SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Opus Energy Renewables Limited acting by:

SABINA DI GREGORIO
as Attorney/Director

REDACTED

Witness:

REDACTED

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Farmoor Energy Limited acting by:

SABINA DI GREGORIO
as Attorney/Director

REDACTED

Witness:

REDACTED

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by
Donnington Energy Limited acting by:

SABINA DI GREGORIO
as Attorney/Director

REDACTED

Witness:

REDACTED

Name:

PHOEBE MCGIBBON

Address:

Occupation:

TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Research and Innovation Holdco Limited)
acting by: SABRINA DI GREGORIO)
as Attorney/Director)

REDACTED

Witness: REDACTED
Name: PHOEBE MCGIBBON
Address: _____
Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Corporate Developments Limited acting by:)
SABRINA DI GREGORIO)
as Attorney/Director)

REDACTED

Witness: REDACTED
Name: PHOEBE MCGIBBON
Address: _____
Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Innovation Limited acting by:)
SABRINA DI GREGORIO)
as Attorney/Director)

REDACTED

Witness: REDACTED
Name: PHOEBE MCGIBBON
Address: _____
Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Smart Sourcing Holdco Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Retail Developments Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

EXECUTED as a DEED by)
Drax Holdings Limited acting by:

SABRINA DI GREGORIO)
as Attorney/Director

REDACTED

Witness: REDACTED

Name: PHOEBE MCGIBBON

Address: _____

Occupation: TRAINEE SOLICITOR

SLAUGHTER AND MAY
ONE BUNHILL ROW
LONDON EC1Y 8YY

THE SECURITY AGENT

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

Vikki Adams **REDACTED**

as Authorised Signatory

) **REDACTED**
) *V Adams*
)