

### Registration of a Charge

Company Name: DRAX RIVER HYDRO LIMITED

Company Number: 05956747

Received for filing in Electronic Format on the: 08/04/2024

#### **Details of Charge**

Date of creation: 03/04/2024

Charge code: **0595 6747 0049** 

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

Brief description:

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: WE 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: EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP



### CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5956747

Charge code: 0595 6747 0049

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2024 and created by DRAX RIVER HYDRO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2024.

Given at Companies House, Cardiff on 9th April 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





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#### **EXECUTION VERSION**

#### **Eversheds Sutherland (International) LLP**

Bridgewater Place Water Lane Leeds LS11 5DR United Kingdom

T: +44 20 7919 4500 F: +44 113 200 4994 DX 12027 Leeds-27

3 April 2024

### 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

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Satherland (International) ILP

Date: 4 April 2024

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP



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THIS SUPPLEMENTAL DEBENTURE (the "Deed") is made on \_\_\_\_\_\_ 2024

#### **BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 (*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: (1) a term loan facilities agreement dated on or about the date of this Deed, between, among others, Drax Corporate Limited as the Company and the Original Borrower, Drax Group Holdings Limited as an Original Guarantor, the Original Lenders and Banco Santander, S.A., London Branch as Facility Agent and Arranger (each such term as defined therein) (the "Facilities Agreement"), (2) the Intercreditor Agreement and (3) the other Secured Debt Documents.
- This Deed is supplemental to a debenture originally entered into on 20 December 2012 (B) between, among others, Drax Corporate Limited, DGHL, the Chargors named therein and the Security Agent as 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 and as further amended, restated and supplemented pursuant to: a security amendment agreement dated 5 May 2017 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein) (the "Original **Debenture**") and as further amended, restated, and/or supplemented pursuant to (1) a supplemental debenture dated 26 April 2018 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (2) a supplemental debenture dated 21 December 2018 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (3) a supplemental debenture dated 16 May 2019 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (4) a security accession deed dated 12 February 2019 between Drax Generation Enterprise Limited, DGHL and the Security Agent; (5) a supplemental debenture dated 24 July 2019 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); (6) a supplemental debenture dated 18 August 2020 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); (7) a supplemental debenture dated 4 November 2020 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); (8) a supplemental debenture dated 18 November 2020 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); (9) a security accession deed dated 1 July 2021 between Drax River Hydro Limited and the Security Agent (each such terms as defined therein); (10) a supplemental debenture dated 12 July 2021 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); (11) a supplemental debenture dated 9 December 2022 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein); and (12) a supplemental debenture dated 22 February 2024 between, among others, the Supplemental Chargors and the Security Agent (each such terms as defined therein) (the Original Debenture as so amended, restated and supplemented being 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;

"Charged Agreement" means the Intra-Group Debt Documents, 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 Original Debenture, 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;

"Facilities Agreement" has the meaning given to it in Recital A;

"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 Original 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 Original 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

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

#### 1.4 Default Rate

The termination of the Facilities Agreement (as such term is defined in the Original Debenture) shall not prejudice or affect the application of the Default Rate in respect of the remaining property and assets charged under this Deed or the rights of the Security Agent under this Deed and the Default Rate shall remain in full force and effect.

#### 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 first ranking 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 Original Debenture shall apply *mutatis mutandis* to the security granted under this Clause 3.

#### 4. INVESTMENTS

**Voting and Distributions Rights** 

- (a) If the exercise of any voting rights in respect of any Shares by the Security Agent, its nominee or any Receiver under clauses 9.7 and 12.2(g) of the Original Debenture gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 ("NSIA"), the Security Agent, its nominee or any Receiver (as the case may be) shall not exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA or if the exercise of those rights would breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this sub-paragraph (a) is for the benefit of the Security Agent, its nominees and any Receiver only.
- (b) For the avoidance of doubt, this Clause 4 (Investments) shall apply to the Original Debenture and the Debenture as amended and restated from time to time.

#### 5. 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 Original 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 Original Debenture was a reference to the equivalent Schedule to this Deed; and
  - (v) Clause 3.2 (*Specific Security*) of the Original 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 Original 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; and (ii) on each date that the Repeating Representations (as defined in the Facilities Agreement) are repeated under the Facilities Agreement.
- (c) The Security Agent agrees that:
  - (i) the reference to "Senior Debt Documents" in Clause 5.2(b) of the Original 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 Original 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 Original 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 Original 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 Original Debenture shall be interpreted to also include reference to the terms of the Facilities Agreement;
- (vi) the reference to "Finance Parties" in Clause 7.4 (*The Land Registry*) of the Original Debenture shall be interpreted as also including "Finance Parties" under and as defined in the Facilities Agreement;
- (vii) the reference in Clause 24.2 (*Changes to Parties*) of the Original Debenture to "clause 31 (*Changes to the Parties*) of the Facilities Agreement" shall be interpreted to also include reference to "Clause 28 (*Changes to the Parties*)" of the Facilities Agreement;
- (viii) the reference in Clause 24.3 (*New Subsidiaries*) of the Original Debenture to "the Facilities Agreement" shall be interpreted to also include reference to the Facilities Agreement.

#### 6. THE ORIGINAL DEBENTURE AND DEBENTURE

The Original Debenture and Debenture shall remain in full force and effect as supplemented by this Deed.

#### 7. LAND REGISTRY

- (a) In relation to the registration of any Security at the Land Registry in accordance with Clause 7.4 (*The Land Registry*) of the Original Debenture as incorporated into this Deed, where the consent of a third party is required to satisfy a restriction on the title to a Property in order to register any Security, and such third party consent has not been obtained by a Chargor as at the date of this Deed, each Chargor shall use reasonable endeavours to obtain the relevant consent promptly following completion of this Deed, and to deliver each such consent to the Security Agent or its solicitors promptly following receipt from the relevant third party.
- (b) For the avoidance of doubt, the fact that such third party consent as referred to in Clause 7(a) above may not have been received by the date of this Deed shall not affect the grant of a first ranking legal mortgage over any Property pursuant to Clause 3.1(a) (Specific Security) of this Deed.

#### 8. DESIGNATION

This Deed is hereby designated a "Security Document" for the purposes of the Intercreditor Agreement and each other Debt Document (as defined in the Intercreditor Agreement).

#### 9. 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.



#### 10. 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.

#### 11. GOVERNING LAW AND JURISDICTION

- **11.1** 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.
- **11.2** Subject to Clause 11.3 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.
- 11.3 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,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Smart Generation Holdco Limited | 7821911        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Fuel Supply Limited             | 5299523        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Power Limited                   | 4883589        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Energy Solutions Limited        | 5893966        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Group Holdings Limited          | 9887429        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Holdings Limited                | 92144          | Drax Holdings Limited c/o Intertrust Corporate Services (Cayman) Limited One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands |
| Drax Finco plc                       | 10664639       | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Smart Supply Holdco Limited     | 10664625       | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Haven Heat Limited                   | 6657428        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Drax Retail Developments Limited     | 10711130       | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |
| Opus Energy Group Limited            | 4409377        | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH   |

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| Opus Energy Limited                            | 4382246  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
|--|----------|---|
| Opus Energy (Corporate) Limited                | 5199937  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Opus Gas Supply Limited                        | 6874709  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Opus Energy Renewables Limited                 | 7126582  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Farmoor Energy Limited                         | 7111074  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Donnington Energy Limited                      | 7109298  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax Research and Innovation Holdco<br>Limited | 6657454  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax Innovation Limited                        | 10664715 | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax Smart Sourcing Holdco Limited             | 7821375  | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax Hydro Limited                             | 08654218 | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax River Hydro Limited                       | 05956747 | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |
| Drax Pumped Storage Limited                    | 06657336 | Drax Power Station,<br>Selby, North<br>Yorkshire, YO8 8PH |

#### **SCHEDULE 2**

#### **PROPERTIES**

#### PART 1 - REGISTERED LAND

| Chargor  | County and<br>District (or<br>London<br>Borough) | Address or description  | Freehold or<br>Leasehold | Title No. |
|--|--|---|--------------------------|-----------|
| Drax Power<br>Limited<br>(Company<br>Number:<br>4883589)     | North Yorkshire                                  | land and<br>buildings at Drax<br>Power Station,<br>Selby, North<br>Yorkshire YO8<br>8PH | Freehold                 | NYK223464 |
| Drax Power<br>Limited<br>(Company<br>Number:<br>4883589)     | East Riding of<br>Yorkshire                      | The Drax Site,<br>Capitol Park,<br>Rawcliffe Road,<br>Goole                             | Freehold                 | YEA74736  |
| Drax Corporate<br>Limited<br>(Company<br>Number:<br>5562058) | Northamptonshire                                 | John Dryden<br>House, 8-10 The<br>Lakes,<br>Northampton<br>(NN4 7YD)                    | Leasehold                | NN150993  |

#### **PART 2 - UNREGISTERED LAND**

| County and District<br>(or London<br>Borough) | Address or description  | Freehold or<br>Leasehold  |
|---|---|---|
| North Yorkshire                               | Property at Barlow CE<br>Primary School,<br>Barlow, Selby, North<br>Yorkshire | Leasehold   |
| Suffolk                                       | 31 Ransomes EuroPark, The Havens, Ipswich IP3 9SJ                             | Leasehold   |
|   | (or London<br>Borough)<br>North Yorkshire                                     | (or London Borough)  North Yorkshire  Property at Barlow CE Primary School, Barlow, Selby, North Yorkshire  Suffolk  31 Ransomes  EuroPark, The Havens, |

#### **SCHEDULE 3**

#### **SHARES**

| Name of Chargor which holds the shares  | Name of company issuing<br>shares  | Number and class of<br>shares                                       |
|---|--|---|
| Drax Group Holdings Limited             | Drax Corporate Limited   | 419,046,647,002 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<br>Limited  | 100,000,000 ordinary shares of £1                                   |
| Drax Smart Generation Holdco<br>Limited | Drax Generation<br>Developments Limited  | 1 ordinary share of £1  |
| Drax Smart Generation Holdco<br>Limited | Drax Cruachan Expansion<br>Limited (formerly known as<br>Drax Generation (Selby)<br>Limited) | 1 ordinary share of £1  |
| Drax Smart Generation Holdco<br>Limited | Drax Power Limited   | 799,645,605 ordinary shares of £1                                   |
| Drax Smart Generation Holdco<br>Limited | Drax Fuel Supply Limited   | 1,000 ordinary shares of £1   |
| Drax Corporate Limited                  | Drax Smart Supply Holdco<br>Limited  | 100,000,001 ordinary shares of £1                                   |
| Drax Smart Supply Holdco<br>Limited     | Drax Energy Solutions Limited<br>(formerly known as Haven<br>Power Limited)                  | 10,100 ordinary shares of £0.01                                     |
| Drax Smart Supply Holdco<br>Limited     | Haven Heat Limited   | 1 ordinary share of £1  |
| Drax Smart Supply Holdco<br>Limited     | Drax Retail Developments<br>Limited  | 1 ordinary share of £1  |
| Drax Smart Supply Holdco<br>Limited     | Opus Energy Group Limited  | 1,626,161 "A" ordinary shares<br>and 390,327 "B" ordinary<br>shares |
| Opus Energy Group Limited               | Opus Energy Limited  | 4,000,000 ordinary shares of £1                                     |
| Opus Energy Group Limited               | Opus Energy (Corporate)<br>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  |

## E V E R S H E D S S U T H E R L A N D

| Opus Energy Group Limited                      | Opus Energy Renewables<br>Limited              | 1 ordinary share of £1                          |
|--|--|---|
| Drax Corporate Limited                         | Drax Research and Innovation<br>Holdco Limited | 1,001,519 ordinary shares of £1                 |
| Drax Research and Innovation<br>Holdco Limited | Drax Innovation Limited                        | 1 ordinary share of £1                          |
| Drax Hydro Limited                             | Drax Pumped Storage Limited                    | 1,000 ordinary shares of £1                     |
| Drax Hydro Limited                             | Drax River Hydro Limited                       | 1,000 ordinary shares of £1                     |
| Drax Corporate Limited                         | Drax Smart Sourcing Holdco<br>Limited          | 335,722,996 ordinary shares of £1               |
| Drax Smart Generation HoldCo<br>Limited        | Drax Hydro Limited                             | 1,000 ordinary shares of £1                     |
| Drax Smart Generation HoldCo<br>Limited        | Abergelli Power Limited                        | 100 ordinary shares of £1                       |
| Drax Smart Generation HoldCo<br>Limited        | Hirwaun Power Limited                          | 100 ordinary shares of £1                       |
| Drax Smart Generation HoldCo<br>Limited        | Millbrook Power Limited                        | 100 ordinary shares of £1                       |
| Drax Smart Generation HoldCo<br>Limited        | Progress Power Limited                         | 100 ordinary shares of £1                       |
| Drax Hydro Limited                             | SMW Limited                                    | Two ordinary shares of £1 each                  |
| Drax Energy Solutions Limited                  | BMM Energy Solutions Limited                   | 1209 A ordinary shares and 3000 ordinary shares |

# EVERSHEDS SUTHERLAND

#### **SCHEDULE 4**

#### **BANK ACCOUNTS**

| • | Name of Chargor       | Name and address of institution at which account is held                    | Account<br>Number | Sort Code |
|---|-----------------------|---|-------------------|-----------|
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
| Ì | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
| Ì | DRAX POWER<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX POWER<br>LIMITED | HSBC, 1 Centenary Square, Birmingham,<br>B11 HQ, United Kingdom             |                   |           |
|   | DRAX POWER<br>LIMITED | HSBC, Leeds City Branch, PO Box 105, 33<br>Park Row, West Yorkshire         |                   |           |
|   | DRAX CORPORATE<br>LTD | Banco Santander S.A., 2 Triton Square,<br>Regents Pace, London NW1 3AN      |                   |           |
|   | DRAX CORPORATE<br>LTD | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX CORPORATE<br>LTD | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX CORPORATE<br>LTD | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX CORPORATE<br>LTD | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX CORPORATE<br>LTD | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX FINCO PLC        | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
|   | DRAX FINCO PLC        | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |           |
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| <u> </u> | DRAX FUEL SUPPLY<br>LIMITED   | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX FUEL SUPPLY<br>LIMITED   | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 |       |  |
| )<br>)   | DRAX FUEL SUPPLY<br>LIMITED   | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX FUEL SUPPLY<br>LIMITED   | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX SMART<br>GENERATION<br>HOLDCO LIMITED                            | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX SMART<br>SOURCING HOLDCO<br>LIMITED                              | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB ' |  |
|          | DRAX SMART<br>SUPPLY HOLDCO<br>LIMITED                                | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB   |  |
|          | DRAX GROUP<br>HOLDINGS LIMITED  | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB   |  |
|          | DRAX SMART<br>SOURCING HOLDCO<br>LIMITED                              | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB   |  |
|          | DRAX SMART<br>SOURCING HOLDCO<br>LIMITED                              | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB   |  |
|          | DRAX RESEARCH<br>AND INNOVATION<br>HOLDCO LIMITED                     | Barclays Bank plc, 1 Churchill<br>Leicester, Leicestershire LE87 | 2BB   |  |
|          | DRAX ENERGY SOLUTIONS LIMITED (formerly known as HAVEN POWER LIMITED) | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX ENERGY SOLUTIONS LIMITED (formerly known as HAVEN POWER LIMITED) | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX ENERGY SOLUTIONS LIMITED (formerly known as HAVEN POWER LIMITED) | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX ENERGY SOLUTIONS LIMITED (formerly known as HAVEN POWER LIMITED) | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX ENERGY SOLUTIONS LIMITED (formerly known as HAVEN POWER LIMITED) | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |
|          | DRAX ENERGY<br>SOLUTIONS<br>LIMITED (formerly                         | Barclays Bank plc, Barry Broad<br>Leicester, Leicestershire LE87 |       |  |

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|   | known as HAVEN         |   |  |
|   | POWER LIMITED)         |   |  |
| Ĺ |                        |   |  |
| - | DRAX ENERGY            | Barclays Bank plc, Barry Broad Street,                                      |  |
|   | SOLUTIONS              | Leicester, Leicestershire LE87 2BB  |  |
| - | LIMITED (formerly      |   |  |
| ) | known as HAVEN         |   |  |
| ٦ | POWER LIMITED)         |   |  |
| 1 | DRAX ENERGY            | Barclays Bank plc, Barry Broad Street,                                      |  |
|   | SOLUTIONS              | Leicester, Leicestershire LE87 2BB  |  |
|   | LIMITED (formerly      |   |  |
|   | known as HAVEN         |   |  |
| - | POWER LIMITED)         |   |  |
|   | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
| - | ODLIC ENEDCY           | Paralava Paulcula 1 Churchill Diago   |  |
|   | OPUS ENERGY<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |  |
|   | LIMITI ED              | Leicester, Leicestersfille LE67 2DD   |  |
| ł | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
|   |                        | Leicester, Leicestersime Leon 255   |  |
| İ | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | (CORPORATE)            | Leicester, Leicestershire LE87 2BB  |  |
|   | LIMITED                | ,   |  |
|   | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | (CORPORATE)            | Leicester, Leicestershire LE87 2BB  |  |
| ļ | LIMITED                |   |  |
|   | FARMOOR ENERGY         | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
| - | OPUS ENERGY            | Paralaya Pank pla 1 Churchill Diago   |  |
|   | RENEWABLES             | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |  |
|   | LIMITED                | Leicester, Leicestersmire ELO7 2DD  |  |
| ł | OPUS GAS SUPPLY        | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
|   |                        | ,   |  |
| Ī | SMW LIMITED            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   |                        | Leicester, Leicestershire LE87 2BB  |  |
|   |                        |   |  |
|   |                        |   |  |
| ł | OPUS GAS SUPPLY        | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
|   |                        | Leicester, Leicestersime Leon 255   |  |
|   |                        |   |  |
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|   | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
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|   |                        |   |  |
| İ | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | LIMITED                | Leicester, Leicestershire LE87 2BB  |  |
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| - | OPUS ENERGY            | Barclays Bank plc, 1 Churchill Place,                                       |  |
|   | (CORPORATE)            | Leicester, Leicestershire LE87 2BB  |  |
|   | LIMITED                | Leisester, Leisestersille LLO7 ZDD  |  |
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| ш∢             |                                      |   |                   |
| R S H<br>HERL  | OPUS ENERGY<br>RENEWABLES<br>LIMITED | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
| E V E<br>S U T | OPUS ENERGY<br>GROUP                 | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
|                | OPUS GAS SUPPLY<br>LIMITED           | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
|                | HAVEN POWER<br>NOMINEES              | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
|                | DRAX RIVER HYDRO<br>LIMITED          | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
|                | DRAX PUMPED<br>STORAGE LIMITED       | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |
|                | DRAX HYDRO<br>LIMITED                | Barclays Bank plc, 1 Churchill Place,<br>Leicester, Leicestershire LE87 2BB |                   |

#### **SCHEDULE 5**

#### **INSURANCE POLICIES**

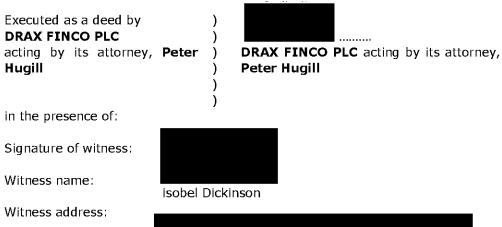
| Name of Chargor  | Insurer   | Policy Number                      | Type of Risk                      |
|--|---|------------------------------------|-----------------------------------|
| Drax Power Limited, and various  | Chubb Europe Group SE                           | ENPOW2300072                       | Insured All Risks Property        |
| subsidiaries<br>(including but not   | Everest   | -                                  | Damage and<br>Business            |
| limited to OPUS  | HDI Global                                      | -                                  | Interruption                      |
| Energy Limited,<br>Drax Research and   | Munich Re Syndicate                             | -                                  |                                   |
| Innovation Holdco  | Aviva   | -                                  |                                   |
| Limited, Drax  | Inigo   | -                                  |                                   |
| Corporate Limited<br>and Drax Energy<br>Solutions Limited)   | Royal & Sun Alliance<br>Insurance Ltd           |                                    |                                   |
| Solutions Emilical   | SCOR UK Company Limited                         | ENPOW2300357                       | 1                                 |
|  | Convex  | ENPOW2300362                       | 1                                 |
|  | Aspen Insurance UK Ltd                          | ENPOW2300099                       | 1                                 |
|  | Starr International<br>(Europe) Ltd             | ENPOW2300076                       | -                                 |
|  | Helvetia Global Solutions<br>Ltd                | ENPOW2300079                       |                                   |
|  | Swiss Re International SE,<br>UK Branch         | ENPOW2300122                       |                                   |
|  | Zurich Insurance plc UK<br>Branch               | ENPOW2300102                       |                                   |
|  | Underwriting Syndicate at<br>Lloyds - NOA 3902  | ENPOW2300618                       |                                   |
|  | American International<br>Group UK Limited      | ENPOW2300103                       |                                   |
|  | AXA XL Insurance<br>Company UK Limited          | ENPOW2300106                       |                                   |
|  | QBE UK Limited                                  | ENPOW2300382                       | ]                                 |
|  | Thomas Miller                                   | ENPOW2300617                       | ]                                 |
|  | Alcor Consortium                                | ENPOW2300078                       | ]                                 |
|  | Underwriting Syndicate at<br>Lloyds – NOA 3902  | ENPOW2300077                       |                                   |
|  | Allianz Global Corporate and Speciality SE      | ENPOW2300110                       |                                   |
|  | Transatlantic Reinsurance<br>Company            | ENPOW2300367                       |                                   |
|  | Underwriting Syndicate at<br>Lloyd's - TAL 1183 | ENPOW2300123                       |                                   |
| Drax Power Limited, Drax Energy Solutions Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies | AXA XL Insurance<br>Company UK                  | GLRET2300469 or<br>UKG0023911LI23A | Primary<br>Employers<br>Liability |
| Drax Power Limited, Drax Energy Solutions Limited, OPUS Energy Limited and/or Associated and/or                      | QBE UK Limited (Non<br>Bureau)                  | GLRET2300470                       | Excess<br>Employers<br>Liability  |

# E V E R S H E D S S U T H E R L A N D

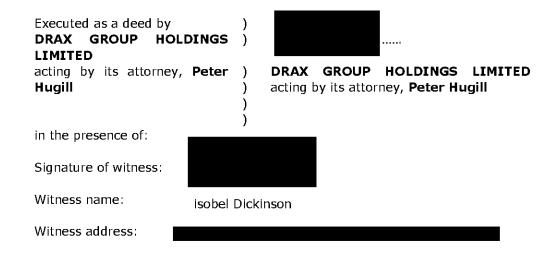
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| Subsidiary<br>Companies  |  |                                    |  |
| Drax Power Limited, Drax Energy Solutions Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies | AXA XL Insurance<br>Company UK                           | GLRET2300468 or<br>UKI0023974LI23A | Primary<br>General<br>Liability                              |
| Drax Power Limited,<br>Drax Energy   | Royal & Sun Alliance<br>Insurance Ltd                    | GLRET2300471                       | Excess General<br>Liability                                  |
| Solutions Limited,<br>OPUS Energy<br>Limited and/or  | Chubb European Group SE - UK and I. Chubb European Group | GLRET2300676                       | Excess General<br>Liability                                  |
| Associated and/or<br>Subsidiary<br>Companies   | QBE Europe SA/NV (Non<br>Bureau)                         | GLRET2300677                       | Excess General<br>Liability                                  |
| Drax Biomass Inc., Drax Power Limited and/or for whom the assured may receive instructions to insure                 | Chubb European Group SE                                  | MACCD2302773                       | Marine Cargo<br>Stock<br>Throughput -<br>Worldwide<br>Policy |
| Drax Biomass Inc.,<br>Drax Power Limited   | Lloyd's Underwriter<br>Syndicate No. 2001 AML            | MACCD2303146                       | Excess Stock   |
| and/or for whom the  | Axis Specialty Europe SE                                 | MACCD2303146                       |  |
| assured may receive instructions to insure   | W.I.S.E Underwriting<br>Agency Ltd                       | MACCD2303146                       |  |
| Drax Power Limited   | Nexus Underwriting Ltd                                   | SPRDP2301428                       | Pension<br>Trustee<br>Liability<br>Insurance                 |
| Drax Group plc, Drax Power Ltd, Drax Energy Solutions Limited and OPUS Energy Limited                                | Zurich Insurance Co Ltd                                  | 7519643                            | UK Personal<br>Accident and<br>Travel                        |
| Drax Group plc, Drax Power Ltd, Drax Energy Solutions Limited and OPUS Energy Limited                                | Zurich Insurance Co Ltd                                  | LK031908                           | UK Motor Fleet   |

#### SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

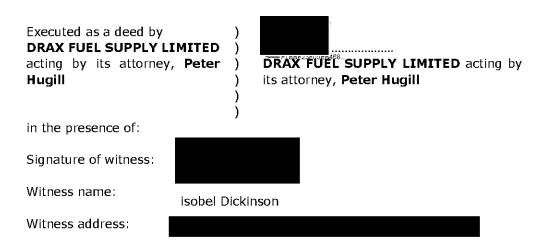
### THE SUPPLEMENTAL CHARGORS Executed as a deed by DRAX CORPORATE LIMITED acting by its attorney, Peter ) **DRAX CORPORATE LIMITED** acting by Hugill its attorney, Peter Hugill in the presence of: Signature of witness: Witness name: isobel Dickinson Witness address: I confirm that I was physically present when the attorney signed this deed



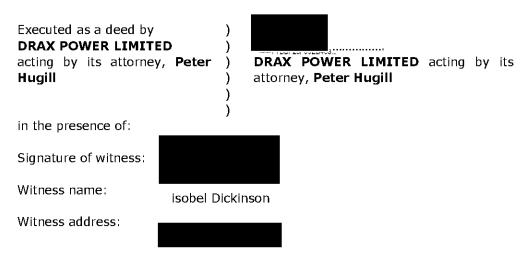
I confirm that I was physically present when the attorney signed this deed

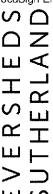


| Executed as a deed by DRAX SMART GENERATION HOLDCO LIMITED | )           |      |                                   |      |
|--|-------------|------|-----------------------------------|------|
| acting by its attorney, <b>Peter Hugill</b>                | )<br>)<br>) |      | <br><b>GENERATI</b><br>by its ati | <br> |
| in the presence of:  | ,           |      |                                   |      |
| Signature of witness:                                      |             |      |                                   |      |
| Witness name: isobel [                                     | Dickin      | ison |                                   |      |
| Witness address:   |             |      |                                   |      |

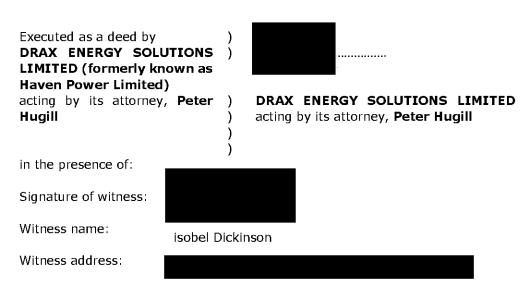


#### I confirm that I was physically present when the attorney signed this deed





| Executed as a deed by  DRAX SMART SUPPLY  HOLDCO LIMITED  acting by its attorney, Peter | ) DRAX SMART SUPPLY HOLDCO                       |
|---|--|
| Hugill  | ) LIMITED acting by its attorney, Peter ) Hugill |
| in the presence of:   | ,  |
| Signature of witness:   |  |
| Witness name: isobel [  | Dickinson  |
| Witness address:  |  |



I confirm that I was physically present when the attorney signed this deed

```
Executed as a deed by
HAVEN HEAT LIMITED
acting by its attorney, Peter
Hugill

in the presence of:

Signature of witness:

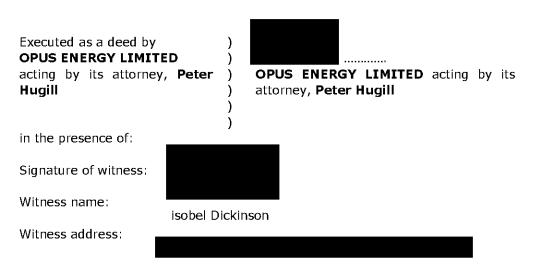
Witness name:

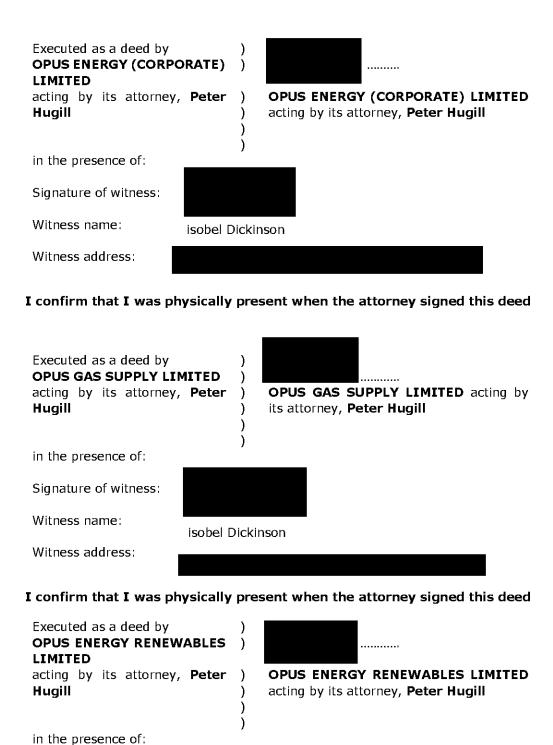
isobel Dickinson

| AVEN HEAT LIMITED acting by its attorney, Peter Hugill
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| Executed as a deed by OPUS ENERGY GROUP LIMITED acting by its attorney, Peter Hugill | ) OPUS ENERGY GROUP LIMITED acting by its attorney, Peter Hugill |
|--|--|
| in the presence of:  | ,  |
| Signature of witness:  | ,  |
| Witness name: isobel D   | Dickinson  |
| Witness address:   |  |





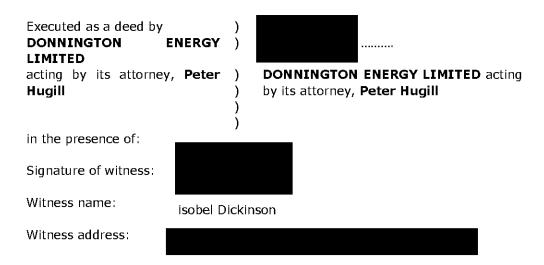
isobel Dickinson

Signature of witness:

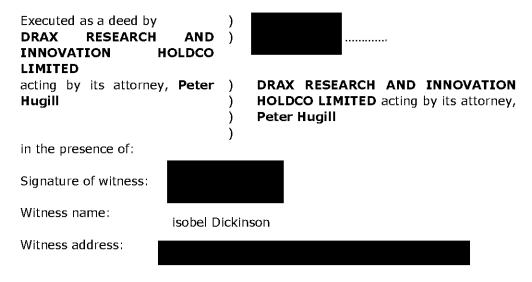
Witness name:

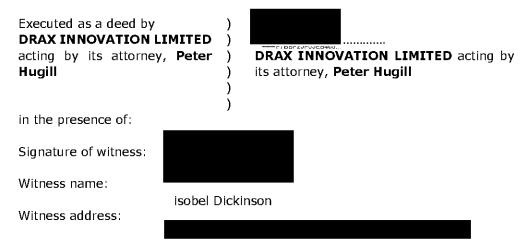
Witness address:

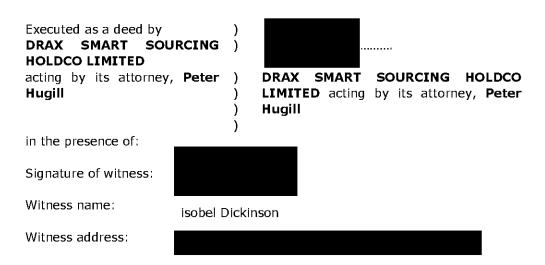
| Executed as a deed by FARMOOR ENERGY LII acting by its attorney, Hugill |           | )<br>)<br>)<br>) |      | IOOR EI | LIMITED<br>ugill | acting | by |
|---|-----------|------------------|------|---------|------------------|--------|----|
| in the presence of:   |           | ,                |      |         |                  |        |    |
| Signature of witness:   |           |                  |      |         |                  |        |    |
| Witness name:   | isobel Di | ickin            | nson |         |                  |        |    |
| Witness address:  |           |                  |      |         |                  |        |    |
|   |           |                  |      |         |                  |        |    |



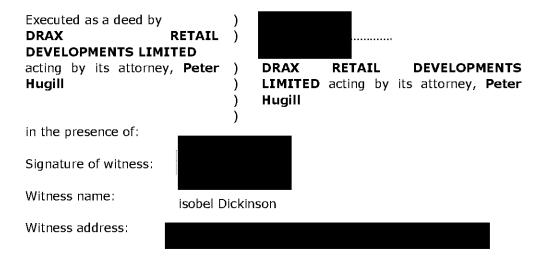
#### I confirm that I was physically present when the attorney signed this deed







I confirm that I was physically present when the attorney signed this deed



| DRAX HYDRO LIMITED acting by its attorney, Hugill                         | Peter ) I        | DRAX HYDRO                   |              | acting by          | its  |
|---|------------------|------------------------------|--------------|--------------------|------|
| in the presence of:   | ,                |                              |              |                    |      |
| Signature of witness:   |                  |                              |              |                    |      |
| Witness name:   | inahal Diakira   |                              |              |                    |      |
| Witness address:  | isobel Dickinsc  | л                            |              |                    |      |
| I confirm that I was phy  EXECUTED AS A DEED by  CAYMAN ISLANDS,          | DRAX HOLD        | INGS LIMITI                  | ED, a compan |                    |      |
| Daniel Brook<br>are acting under the auth                                 | w                | ho, in accorda               |              | laws of that       |      |
| Signature in the name of  | the company      | ) DRAX H                     | OLDINGS LI   | MITED              |      |
| Signature<br>Peter Hugill   | of               | )                            |              |                    |      |
| Authorised Signatory  |                  |                              |              |                    |      |
| Signature  Daniel Brook   | of               | )                            |              |                    |      |
| acting by its attorney, Hugill  in the presence of: Signature of witness: | <del>-</del>     | DRAX RIVER<br>ts attorney, P |              | <b>ITED</b> acting | j by |
| Witness address:  | ISODEI DICKIIISC | лі<br>                       |              |                    |      |
|   |                  |                              |              |                    |      |

| Executed as a deed by DRAX PUMPED STOLEMITED | DRAGE    | )           |                    |      |                        |           |
|--|----------|-------------|--------------------|------|------------------------|-----------|
| acting by its attorney, <b>Hugill</b>        | Peter    | )<br>)<br>) | <b>DRAX</b> acting | <br> | STORAGE<br>ey, Peter H | <br>4ITED |
| in the presence of:                          |          | ,           |                    |      |                        |           |
| Signature of witness:                        |          |             |                    |      |                        |           |
| Witness name:                                | isobel D | ickin       | ison               |      |                        |           |
| Witness address:                             |          |             |                    |      |                        |           |

#### THE SECURITY AGENT

| incorporated in GERMAN       | I <b>Y</b> , acting | by<br>ho, | in accordance with the laws of that territory any. | ſ |
|------------------------------|---------------------|-----------|--|---|
| Signature in the name of the | e company           | )         | DEUTSCHE BANK AG, LONDON BRANCH                    |   |
| Signature                    | of                  | )         | ,  |   |
| Authorised Signatory         |                     |           | *  |   |
| Signature                    | of                  | )         |  |   |
| Authorised Signatory         | <u> </u>            |           |  |   |