



Registration of a Charge

Company Name: **DRAX PUMPED STORAGE LIMITED**

Company Number: **06657336**



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

XA9AM92W

Details of Charge

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

Charge code: **0665 7336 0013**

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

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JACK WINFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6657336

Charge code: 0665 7336 0013

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

Given at Companies House, Cardiff on 22nd July 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated 12 JULY 2021

DRAX PUMPED STORAGE LIMITED
as Chargor

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent

**SUPPLEMENTAL
ASSIGNATION IN SECURITY**

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

Signature: Jack Winfield
Name: Jack Winfield
Title: Solicitor
Date: 21 July 2021

Deutsche Bank AG
(incorporated in Germany)
London Branch

Kirsten Flung

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Assignment is delivered on: 12 JULY 2021

Assignment in Security

By

- (1) **Drax Pumped Storage Limited** a company incorporated in England and Wales with registered number 06657336 whose registered office is at Drax Power Station, Selby, North Yorkshire, YO8 8PH (Chargor)

in favour of

- (2) **Deutsche Bank AG, London Branch**, a company with UK establishment number BR000005 and whose UK establishment office address is Winchester House, 1 Great Winchester Street, London EC2N 2DB as security trustee for itself and the other Secured Parties (as defined below) (**Security Agent**).

Considering that:

- (A) This Assignment is entered into in connection with (1) the Intercreditor Agreement (as defined below) and (2) the other Secured Debt Documents (as defined below).
- (B) This Assignment is supplemental to an assignment originally entered into on 1 July 2021 by the Chargor in favour of the Security Agent (**Original Assignment**).
- (C) It is intended that this Assignment shall constitute security for all liabilities under existing and future Secured Debt Documents from time to time and shall be for the benefit of all existing and future Secured Parties from time to time.

Accordingly it is agreed as follows:

1 Interpretation

1.1 Definitions

In this Assignment:

Acceleration Event has the meaning given to such term in the Intercreditor Agreement

Agreed Security Principles has the meaning given to such term in the Revolving Credit Facility Agreement

Assigned Rights means all the assets and rights of the Chargor which from time to time are subject to the security created or expressed to be created in favour of the Security Agent by or pursuant to this Assignment including, without limitation, the assets and rights assigned under Clause 3.2(a)

Debenture means the English law debenture originally dated 20 December 2012 as amended, restated and supplemented from time to time (including, without limitation, pursuant to (i) a security amendment agreement dated 5 May 2017; (ii) supplemental debentures dated 26 April 2018, 21 December 2018, 16 May 2019, 24 July 2019, 18 August 2020, 4 November 2020 and 18 November 2020; (iii) a security accession deed dated 25 January 2021; and (iv) a security accession deed dated 1 July 2021) granted by, amongst others, the Chargor in favour of the Security Agent

Default Rate means the rate at which interest is payable under Clause 12.3(B) (*Interest on overdue amounts*) of the Revolving Credit Facility Agreement

~~Insurance Policy~~ means ~~the insurance policy with policy number CKP (Scotland) 18361600020 and dated 27 December 2018 (and any renewal or replacement thereof)~~

Intercreditor Agreement means the English law intercreditor agreement originally dated 5 May 2017 between, among others, Drax Corporate Limited, Drax Group Holdings Limited, Drax Finco plc, Drax Group plc and the Security Agent

Parties means each of the parties to this Assignment

Quasi-Security means a transaction in which the Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Revolving Credit Facility Agreement) or of financing the acquisition of an asset

Related Rights means, in relation to the Insurance Policy:

- (a) the right to a retrocession, release and discharge of the Original Assignment in accordance with its terms and
- (b) with effect from the Release Date:
 - (i) the right to receive all and any moneys payable thereunder
 - (ii) the proceeds of any payment thereunder and all claims, awards, adjudications and judgements under or in respect thereof
 - (iii) all claims for damages for any breach thereof (except for a breach by the Chargor)
 - (iv) the benefit of all warranties and indemnities (if any) contained or implied therein and
 - (v) the right to compel the performance of the same

Release Date means the date on which the Original Assignment is unconditionally released

Revolving Credit Facility Agreement means the revolving credit facility agreement originally dated 20 December 2012 (as amended and restated on 10 December 2015 pursuant to a global amendment and restatement deed dated 8 December 2015, as further amended and restated on 5 May 2017 pursuant to an amendment and restatement agreement dated 21 April 2017 and as further amended and restated pursuant to an amendment and restatement agreement dated

18 November 2020) between, among others, Drax Corporate Limited as original borrower, Drax Group Holdings Limited as original guarantor, the Original Lenders (as such term is defined therein) and Barclays Bank PLC as facility agent

Secured Debt Documents means the Intercreditor Agreement, the Hedging Agreements, the STL Agreements, the Credit Facility Documents, the Pari Passu Debt Documents and the Security Documents

Secured Obligations means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by the Chargor and each other Debtor to any Secured Party, in each case under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

Secured Parties has the meaning given to such term in the Intercreditor Agreement

Security means any Security Interest created, evidenced or conferred by or under this Assignment and

Security Interest means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

1.2 Construction

In this Assignment, unless a contrary intention appears, a reference to:

- (a) an **agreement** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **amendment** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **amend**, **amending** and **amended** shall be construed accordingly;
- (c) **assets** includes present and future properties, revenues and rights of every description;
- (d) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
- (e) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **loss** shall be construed accordingly;
- (f) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and
- (g) **fixed security** shall have the meaning given to it in section 486 of the Companies Act 1985.

1.3 Other references

- (a) In this Assignment, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, the Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and (a) in the case of a Secured Party, any person that becomes a Secured Party after the date hereof, and (b)

in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Secured Debt Documents;

- (ii) any Secured Debt Document (whether existing as at the date hereof or being a new agreement or instrument entered into after the date hereof) or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements;
 - (iii) any clause or the schedule is a reference to, respectively, a clause of and the schedule to this Assignment and any reference to this Assignment includes its schedule; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The headings in this Assignment are inserted for convenience only and are to be ignored in construing this Assignment.
 - (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Assignment, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Assignment, and the provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement shall be incorporated in this Assignment.

1.5 Miscellaneous

- (a) Unless it expressly states otherwise, this Assignment does not confer on any person other than the Parties any right to enforce or otherwise invoke any term of this Assignment under the Contract (Third Party Rights) (Scotland) Act 2017 (but this does not affect any right or remedy of any person which exists or is available apart from that Act).
- (b) Notwithstanding any other provision of this Assignment, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing restrictions which would not otherwise apply to be imposed on the disposal of property by the Chargor.

1.6 Secured Debt Document

This Assignment is designated as a Secured Debt Document.

2 Covenant to pay

The 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 General**

- (a) All the Security:
 - (i) is created in favour of the Security Agent; and
 - (ii) is continuing security for the payment, discharge and performance of all the Secured Obligations.
- (b) The Security Agent holds the benefit of this Assignment on trust for the Secured Parties.

3.2 Assignment

- (a) As continuing security for the payment of the Secured Obligations, the Chargor charges and assigns in favour of the Security Agent by way of security its whole right, title, interest and benefit in and to (i) the Insurance Policy (being its reversionary interest and the radical right therein upon the release and discharge of the Original Assignment) and (ii) all the Related Rights.
- (b) For the avoidance of doubt, prior to the occurrence of an Acceleration Event the Chargor shall be permitted to continue to exercise its rights, powers and discretions in respect of the Assigned Rights subject always to the provisions of this Assignment and the other Secured Debt Documents.
- (c) The assignment in security hereby created or constituted pursuant hereto shall rank in priority to any other Security Interest, except for the Original Assignment, which the assignment in security created or constituted pursuant hereto shall rank behind and is intended to be first ranking immediately upon the release or discharge of the Original Assignment.
- (d) The Chargor shall (i) immediately after the date of this Assignment procure that intimation thereof substantially in the form set out in the Schedule hereto is served on the counterparty to the Insurance Policy and (ii) shall use all reasonable endeavours to procure that each such intimation is duly acknowledged by the relevant counterparties and is returned to the Security Agent.
- (e) The Security Agent (acting in its capacity as Security Agent under the Original Assignment) hereby acknowledges intimation of the assignment provided for in Clause 3.2(a).
- (f) The Chargor shall (if requested by the Security Agent upon the release or discharge of the Original Assignment) deposit with the Security Agent, and the Security Agent thereafter during the continuance of this Assignment shall be entitled to hold, all policies and other documents which would otherwise be in the Chargor's custody or control and which relate to the Assigned Rights.

- (g) No obligations shall be assumed by the Security Agent under the Insurance Policy by virtue of the execution and delivery of this Assignment and no liability shall fall on the Security Agent by virtue thereof in consequence of any failure by the Chargor to perform its obligations thereunder.

4 Further assurance

4.1 Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, assignations, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):

- (a) to perfect the Security created or intended to be created under or evidenced by this Assignment (which may include the execution or re execution of any other Security over all or any of the assets which are, or are intended to be, the subject of this Assignment) or for the exercise of any rights, discretion, powers and remedies of the Security Agent or the other Secured Parties provided by or pursuant to this Assignment or by law;
- (b) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Assignment; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Assignment.

4.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Assignment.

4.3 The Chargor undertakes (a) to promptly pay the premiums required to be paid by the Insurance Policy when due, (b) to review forthwith the Insurance Policy on or prior to the date of any expiry under the Insurance Policy, (c) not to amend, waive, modify or concur in the amendment, waiver or modification of (in each case, to any material extent) or cancel, terminate, suspend or surrender the Insurance Policy and (d) not to take or omit to take any action, the taking or omission of which might reasonably be expected to result in the alteration or impairment of the Insurance Policy or any of the Related Rights.

5 Negative pledge

5.1 General

The Chargor may not:

- (a) create or agree to create or permit to subsist any Security Interest or Quasi-Security over all or any part of the Assigned Rights; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Assigned Rights 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 its reversionary interest or radical right in any part of the Insurance Policy or the Assigned Rights,

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

6 Continuing Security

6.1 Continuing Security

The Security constituted by this Assignment shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

6.2 Other Security

The Security constituted by this Assignment is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security Interests or other right which the Security Agent and/or any other Secured Party may now or after the date of this Assignment hold for any of the Secured Obligations, and this Security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

7 Enforcement of Security

The Security created by or pursuant to this Assignment shall be enforceable at any time on or after an Acceleration Event.

8 Enforcement rights

8.1 General

At any time after this Security becomes enforceable, or if so requested by the Chargor, the Security Agent may, without any notice to the Chargor or prior authorisation from any court, in its absolute discretion enforce all or any part of the Security constituted by this Assignment or pursuant hereto (and at the times, in the manner and on the terms that it may think fit) including to take possession of and hold, sell or otherwise dispose of all or any part of the Assigned Rights and to otherwise exercise all rights and powers in relation to the Assigned Rights which could have been exercised by the Chargor prior to this Security becoming enforceable (and at the times, in the manner and on the terms that it may think fit).

8.2 Power of sale etc

At any time after this Security becomes enforceable, the Security Agent shall be entitled (but not bound) at its discretion at any time (a) to permit the sale of the Assigned Rights or any part thereof on such terms as it may consider expedient and without the Security Agent being under any obligation to have regard in that respect to the effect (if any) which such a sale at such time or on such terms may have on the price likely to be realised and/or (b) to make any claim on the Insurance Policy or otherwise make any payment in respect of or exercise any of the Related Rights. Any such payment shall be a debt owed to the Security Agent by the Chargor which is repayable on demand by the Chargor together with interest from the date of payment to the date of repayment at the Default Rate.

8.3 No liability to account

The Security Agent shall not in any circumstances, either by reason of any dealing with the Assigned Rights or any part thereof or for any other reason whatsoever be liable to account to

the Chargor for anything except in respect of its own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation by the Security Agent of the Assigned Rights or any part thereof or from any act, default or omission of the Security Agent or from any exercise or non-exercise of any power, authority or discretion by or pursuant to the Assignment or available under the general law.

9 Application of proceeds

9.1 Order of application

All moneys received or recovered by the Security Agent pursuant to this Assignment shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Chargor.

9.2 Application against Secured Obligations

Subject to Clause 9.1 (*Order of application*), any moneys or other value received or realised by the Security Agent from the Chargor under this Assignment may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

9.3 Suspense account

Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Assignment or on account of the Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Chargor or the Security Agent as the Security Agent shall think fit) and the Security Agent may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

10 Protection of Security Agent and Receiver

10.1 No liability

Neither the Security Agent nor any Delegate shall be liable in respect of any of the Assigned Rights or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its powers and rights or the attempted or purported performance of, or the failure to perform any of, its duties and functions hereunder, unless caused by its gross negligence or wilful misconduct.

10.2 Possession of Charged Property

Without prejudice to Clause 10.1 (*No liability*), if the Security Agent enters into possession of the Assigned Rights, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

10.3 Primary liability of Chargor

The Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Assigned Rights shall be deemed to be a principal security for the Secured Obligations. The liability of the Chargor under this Assignment and the

charges constituted by or pursuant to this Assignment shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Chargor (as a surety only) or the assignments contained in this Assignment (as secondary or collateral charges only) would, but for this provision, have been discharged.

10.4 Waiver of defences

The obligations of the Chargor under this Assignment will not be affected by an act, omission, matter or thing which, but for this Assignment, would reduce, release or prejudice any of its obligations under this Assignment (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Debtor or other person;
- (b) the release of any Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Debtor or any other person;
- (f) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Secured Debt Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Secured Debt Document or other document or security;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt Document or any other document or security or the failure by any member of the Group to enter into or be bound by a Secured Debt Document; or
- (h) any insolvency or similar proceedings.

10.5 Security Agent

The provisions set out in Clause 19 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Assignment and, in acting pursuant to this Assignment, the Security Agent is entitled to the protections, rights and indemnities contained in, and on the terms set out in, the Intercreditor Agreement.

10.6 Delegation

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Assignment to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the

Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

10.7 Cumulative powers

The powers which this Assignment confers on the Security Agent and the other Secured Parties are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent and the other Secured Parties may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent and the other Secured Parties will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

11 Mandatory and attorney

The Chargor irrevocably and severally appoints the Security Agent and any person nominated for the purpose by the Security Agent (in writing and signed by an officer of the Security Agent) as its mandatory and attorney (with full power of substitution and delegation) (a) on or after an Acceleration Event or (b) if the Chargor has failed to comply with a further assurance or perfection obligation, in which case, only to the extent necessary in order to complete such further assurance or perfection requirement, in its name and on its behalf to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Assignment, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent under this Assignment or otherwise for any of the purposes of this Assignment, and the Chargor covenants with the Security Agent to ratify and confirm all such acts or things made, done or executed by that attorney.

12 Protection for third parties

12.1 No obligation to enquire

No purchaser from, or other person dealing with, the Security Agent (or its agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent to exercise any of the powers conferred by this Assignment has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Receipt conclusive

The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent.

13 Costs and expenses**13.1 Initial expenses**

The Chargor shall, within five Business Days of demand, pay to the Security Agent the amount of all documented costs and expenses (including legal fees) properly incurred by it in connection with:

- (a) the negotiation, preparation, execution, completion and perfection of this Assignment and any other documents or notices referred to in, or related or incidental to, this Assignment; and
- (b) any amendment, waiver or consent relating to this Assignment (and documents, matters or things referred to in this Assignment).

13.2 Enforcement expenses

The Chargor shall, within five Business Days of demand, pay to each of the Security Agent and each other Secured Party the amount of all documented costs and expenses (including legal fees) properly incurred by any of them in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Assignment and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Security created under this Assignment or enforcing these rights.

13.3 Stamp duties, etc.

The Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Assignment.

13.4 Default Interest

If not paid when due, the amounts payable under this Clause 13 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations.

14 Reinstatement and release**14.1 Amounts avoided**

If any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Assignment that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

14.2 Discharge conditional

Any settlement or discharge between the Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Assignment) that Secured Party shall be entitled to recover from the Chargor the

value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

14.3 **Covenant to retrocess**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, the Chargor, the Security Agent and each Secured Party shall, at the written request and cost of the Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to retrocede the Assigned Rights from the Security constituted by this Assignment.

15 **Currency clauses**

15.1 **Conversion**

All monies received or held by the Security Agent under this Assignment may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

15.2 **No discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security constituted by or pursuant to this Assignment to recover the amount of the shortfall.

16 **Set-off**

16.1 **Set-off rights**

The Security Agent may set off any matured obligation due from the Chargor under the Secured Debt Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16.2 **Different currencies**

The Security Agent may exercise its rights under Clause 16.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and the Security Agent is authorised to effect any necessary conversions at a market rate of exchange selected by it.

16.3 **Unliquidated claims**

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to the Chargor, the

relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

16.4 **No set-off**

The Chargor will pay all amounts payable under this Assignment without any set-off, counterclaim or deduction whatsoever unless required by law, in which event, other than in the case of a payment of interest, the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

17 **Ruling off**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Assigned Rights (except as permitted by the Secured Debt Documents) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

18 **Redemption of prior charges**

The Security Agent may, at any time on or after an Acceleration Event, redeem any prior Security Interests on or relating to any of the Assigned Rights or procure the transfer of those Security Interests to itself, and may settle and pass the accounts of any person entitled to those prior Security Interests. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

19 **Notices**

Clause 25 (*Notices*) of the Intercreditor Agreement shall apply to any communication to be made under or in connection with this Assignment (including by any Secured Party who is not a party to this Assignment) as if it were set out in full in this Assignment except that any references to "this Agreement" shall be construed as references to "this Assignment".

20 **Changes to Parties**

20.1 **Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Assignment in accordance with the Secured Debt Documents.

21 **Appropriation under the Financial Collateral Regulations**

21.1 To the extent that any of the Charged Property constitutes "financial collateral" and this Assignment and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (**Regulations**)), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards

discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Chargor at any time on or after an Acceleration Event.

- 21.2 The Parties agree that the value of any such appropriated financial collateral shall be: (a) in the case of securities, the price at which such securities can be disposed of by the Security Agent; and (b) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this Clause 21.2 shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

22 Miscellaneous

22.1 Certificates conclusive

A certificate or determination of the Security Agent as to any amount payable under this Assignment will be conclusive and binding on the Chargor, except in the case of manifest error.

22.2 Counterparts

- (a) This Assignment may be executed by each of the parties on separate counterparts.
- (b) Where executed in counterparts:
- (i) this Assignment will not take effect until each of the counterparts has been delivered; and
 - (ii) where any counterpart is being held as undelivered, delivery will take place only when the date of delivery is agreed between the Parties after execution of this Assignment.
- (c) If this Assignment is not executed in counterparts, this Assignment shall be delivered on the date inserted on the front page of this Assignment or, if no such date is inserted, the date on which the last party signed this Assignment.
- (d) The Parties, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (**Counterparts Act**), nominate Addleshaw Goddard LLP to take delivery of all counterparts of this Assignment. The Parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Assignment.

22.3 Invalidity of any provision

If any provision of this Assignment is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

23 Governing law and jurisdiction

- 23.1 This Assignment and any non-contractual claims arising out of or in connection with it shall be governed by and be construed in accordance with Scots law.
- 23.2 Subject to Clause 23.3, the Parties agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment, whether contractual or non-contractual (including a dispute regarding the existence, validity or

termination of this Assignment) (a **Dispute**). The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

In witness whereof this Assignment consisting of this and the preceding 14 pages and the Schedule hereto are executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Assignment:

REDACTED

Subscribed for and on behalf of
Drax Pumped Storage Limited

at *Leeds*
on *8 July 2021*

.....
Director/Secretary/Authorised Signatory

Peter McGill
.....
Full Name

in the presence of

REDACTED

Witness signature

.....
Laura Swift
.....

Full name

Address

.....
Phiscent Masons LLP
1 Park Row
Leeds
LS1 5AB
Tel: +44 (0)113 244 5000
Fax: +44 (0)113 244 8000
DX: 26440 Leeds 28

Subscribed for and on behalf of
Deutsche Bank AG, London Branch as
Security Agent

at

.....
Authorised Signatory

on

.....
Full Name

in the presence of

Witness signature

.....

Full name

.....

Address

.....

.....

.....

termination of this Assignment) (a **Dispute**). The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

In witness whereof this Assignment consisting of this and the preceding 14 pages and the Schedule hereto are executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Assignment:

Subscribed for and on behalf of
Drax Pumped Storage Limited

at

.....
Director/Secretary/Authorised Signatory

on

.....
Full Name

in the presence of

Witness signature

Full name

Address

.....
REDACTED

.....
REDACTED

Subscribed for and on behalf of
**Deutsche Bank AG, London Branch as
Security Agent**

at **LONDON**

on **08 JULY 2021**

.....
Authorised Signatory

CRAIG HOEPEL

PAUL SMITH

.....
Full Name

in the presence of

.....
REDACTED

Witness signature

Full name

.....
ROBERT BEER

Address

.....
Winchester House
1 Great Winchester Street
London
EC2N 2DB
.....

This is the Schedule referred to in the foregoing Assignment in Security between Drax Pumped Storage Limited and Deutsche Bank AG, London Branch as Security Agent

Form of Intimation

To: [Counterparties to Insurance Policy]

Date: ♦

Dear Sirs

Drax Pumped Storage Limited (**Chargor**) hereby gives you notice that pursuant to a supplemental Scottish assignment in security dated ♦ 2021 entered into by the Chargor in favour of Deutsche Bank AG, London Branch (**Security Agent**) (**Supplemental Assignment**), (a copy of which is enclosed herewith) the Chargor has assigned in security to the Security Agent all its right, title, interest and benefit (being its reversionary interest and the radical right therein upon the release and discharge of the Original Assignment (as such term is defined in the Supplemental Assignment)) in and to (i) [describe Insurance Policy] (**Policy**) and (ii) all the Related Rights (as such term is defined in the Assignment).

Following any notification to you of the release and discharge of the said Original Assignment, all monies payable by you to the Chargor pursuant to the Policy shall be paid without set-off or counterclaim to the account with ♦, account number ♦ (designated ♦), sort code ♦ unless and until you receive notice from the Security Agent that an Acceleration Event (as defined in the Supplemental Assignment) has occurred, in which event you should make all future payments as then directed by the Security Agent. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Notwithstanding the Original Assignment or the Supplemental Assignment referred to above or the making of any payment by you to the Security Agent pursuant to it:

- 1 the Chargor shall remain liable under the Policy to perform all the obligations assumed by it under the Policy and neither the Security Agent nor any receiver nor any delegate appointed by the Security Agent shall be at any time under any obligation or liability to you under or in respect of the Policy; and
- 2 the Chargor shall remain entitled to exercise all its rights, powers and discretions under the Policy (subject as provided below) and you should continue to give notice under the Policy to the Chargor, in each case, unless and until you receive notice from the Security Agent to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs.

Pursuant to the Supplemental Assignment, the Chargor may not:

- 1 amend, waive, modify or concur in the amendment, waiver or modification of (in each case, to any material extent) or cancel, terminate, suspend or surrender the Policy; or
- 2 create or have outstanding any assignment, standard security, charge, mortgage, lien, pledge, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect on or over the Policy other than the Original Assignment, the Supplemental Assignment and the Debenture (as such term is defined in the Supplemental Assignment); or
- 3 sell, transfer or otherwise dispose of or concur in any sale, transfer or other disposal of the Policy; or

- 4 take or omit to take any action, the taking or omission of which might reasonably be expected to result in the alteration or impairment of the Policy or any rights thereunder.

Please acknowledge receipt of this Intimation and confirm that you will pay all the sums due under the Policy as directed in this Intimation and comply with the other provisions of this Intimation by signing the acknowledgement attached hereto and returning the duplicate copy to the Security Agent at ♦ marked for the attention of ♦.

For and on behalf of

Drax Pumped Storage Limited

[On duplicate:

We acknowledge receipt of the intimation of which this is a copy and agree that we will pay all monies now or hereafter to become due to the Chargor in respect of the Policy as directed in the intimation and will comply with the other terms of that intimation. We also confirm that we have not received any other intimation (other than in respect of the Original Assignment) in relation to this Policy.

For and on behalf of

[Counterparty to Policy]

Dated ♦]