



**Registration of a Charge**

Company name: **DRAX GENERATION ENTERPRISE LIMITED**

Company number: **SC189124**

Received for Electronic Filing: **26/07/2019**



X8AJ5ONL

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**Details of Charge**

Date of creation: **24/07/2019**

Charge code: **SC18 9124 0015**

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

Brief description: **LEASEHOLD PROPERTY HELD IN THE NAME DRAX GENERATION ENTERPRISE LIMITED, LOCATED AT THE LAND AND BUILDINGS LYING TO THE SOUTH OF LIVESEY BRANCH ROAD, BLACKBURN, BEARING TITLE NO. LA861146. VARIOUS FREEHOLD LAND INCLUDING THE GAS VALVE COMPOUND AT SANDY LANE, BRINDLE IN THE COUNTY OF CHORLEY BEARING TITLE NOS. LA880228. FOR ADDITIONAL DETAILS AND LISTINGS PLEASE REFER TO SCHEDULE 2, PART 1 OF THE SECURITY INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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## Authentication of Instrument

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

Certified by: **LAURA ELLIOTT**



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

Company number: 189124

Charge code: SC18 9124 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th July 2019 and created by DRAX GENERATION ENTERPRISE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2019 .

Given at Companies House, Edinburgh on 26th July 2019

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

**24 July 2019**

**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)**

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**SUPPLEMENTAL DEBENTURE**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
Tel: +44.20.7710.1000  
[www.lw.com](http://www.lw.com)

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

Signature:   
Name: LAURA ELLIOTT  
Title: SOLICITOR  
Date: 25 JULY 2019

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THIS SUPPLEMENTAL DEBENTURE (the “Deed”) is made on 24 July 2019 BETWEEN:

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

RECITALS:

- (A) This Deed is entered into in connection with: (1) a term loan facilities agreement dated on or about the date of this Deed between, amongst others, Drax Group Holdings Limited as the Parent Guarantor, Drax Corporate Limited as the Borrower, the Mandated Lead Arrangers, the Original Lenders and Banco Santander S.A., London Branch as the Facility Agent (each such term as defined therein) (the “Project Sehuencas Facilities Agreement”); (2) a term loan facility agreement dated on or about the date of this Deed between, amongst others, Drax Group Holdings Limited as the Parent Guarantor, Drax Corporate Limited as the Borrower, the Mandated Lead Arrangers, the Original Lenders and Barclays Bank plc as the Facility Agent (each such term as defined therein) (the “Project Quokka Facility Agreement”); (3) the Intercreditor Agreement; and (4) the other Secured Debt Documents.
- (B) This Deed is supplemental to a debenture originally entered into on 20 December 2012 between, among others, Drax Corporate Limited, DGHL, the Chargors named therein and the Security Agent and supplemented pursuant to a security accession deed dated 8 December 2015 between, among others, Billington Bioenergy Limited and the Security Agent and a security accession deed dated 8 December 2015 between, among others, Drax Smart Generation Holdco Limited (formerly known as Drax Group Services Limited) and the Security Agent (the “Original Debenture”), as amended, restated and supplemented pursuant to: (1) a security amendment agreement dated 5 May 2017 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (2) a supplemental debenture dated 26 April 2018 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (3) a supplemental debenture dated 21 December 2018 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); (4) a supplemental debenture dated 16 May 2019 between, among others, the Supplemental Chargors and the Security Agent (each such term as defined therein); and (5) a security accession deed dated 12 February 2019 between Drax Generation Enterprise Limited, DGHL and the Security Agent (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, the STL Agreements (as defined in the Intercreditor Agreement), any letter of credit issued in favour of any Supplemental Chargor, and any other agreement designated as a Charged Agreement by DGHL and the Security Agent;

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

“**Excluded Properties**” means the property specified in Part 2 of Schedule 1 (*Excluded Properties*);

“**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;

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

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

“**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,

but, in respect of Drax Generation Enterprise Limited, shall exclude:

- (i) heritable or other property situated in Scotland; and
- (ii) the Excluded Properties;

“**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 and second ranking security priority deed**

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

## **2. COVENANT TO PAY**

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

## **3. CHARGING PROVISIONS**

### **3.1 Specific Security**

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

- (a) by way of legal mortgage all Property now belonging to or vested in it; and
- (b) by way of fixed charge:
  - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property and the benefit of all other agreements relating to land;
  - (ii) all of its rights, title and interest in the Intellectual Property;
  - (iii) all of its rights, title and interest in the Equipment;
  - (iv) all the Investments, Shares and all corresponding Related Rights;
  - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
  - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
  - (vii) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
  - (viii) all of its rights, title and interest in the Hedging Agreements;
  - (ix) all of its goodwill and uncalled capital;
  - (x) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
  - (xi) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Charged Property;
  - (xii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (xi) above; and
  - (xiii) all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Charged Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by such Supplemental Chargor in

connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

### **3.2 Floating Charge**

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

### **3.3 Conversion of Floating Charge**

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

### **3.4 Negative Pledge**

No Supplemental Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this Deed;

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

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

- 3.5 Notwithstanding anything to the contrary in this Deed, the security created under this Clause 3 is intended to rank behind only the security created pursuant to the Original Debenture and Debenture, and upon the release or discharge of the security created by the Debenture is intended to rank behind only the Original Debenture, and is intended to be first ranking immediately upon the release or discharge of the security created by the Original Debenture and Debenture.
- 3.6 Each Supplemental Chargor confirms for the benefit of the Security Agent that the security created by the Original Debenture and Debenture shall remain in full force and effect notwithstanding the supplemental security created under this Clause 3.
- 3.7 The provisions of the Original Debenture shall apply *mutatis mutandis* to the security granted under this Clause 3.

#### 4. INCORPORATION OF TERMS FROM DEBENTURE

- (a) Subject to paragraphs (b) and (c) below, the provisions of Clause 3.1 (*General*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*), Clause 5.2 (*Non-Distressed Disposals*) and Clause 6 (*Representations and Warranties*) to Clause 25.3 (*Invalidity of any Provision*) of the 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; (ii) on each date that the Repeating Representations (as defined in the Project Sehuencas Facilities Agreement) are repeated under the Project Sehuencas Facilities Agreement; (iii) on each date that the Repeating Representations (as defined in the Project Quokka Facility Agreement) are repeated under the Project Quokka Facility Agreement; and

(iv) on each date that the Repeating Representations are repeated under (and as defined in) the Facilities Agreement.

(c) The Security Agent agrees that:

- (i) the reference to “Senior Debt Documents” in Clause 5.2(b) of the 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 Project Sehuencas Facilities Agreement and Project Quokka Facility 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 both the Project Sehuencas Facilities Agreement and Project Quokka Facility 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 Project Sehuencas Facilities Agreement and Clause 28 (*Changes to the Parties*) Project Quokka Facility Agreement”; and
- (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 “Project Sehuencas Facilities Agreement and Project Quokka Facility Agreement”.

## **5. THE ORIGINAL DEBENTURE AND DEBENTURE**

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

## **6. DESIGNATION**

This Deed is hereby designated a “Finance Document” for the purposes of the Project Sehuencas Facilities Agreement, the Project Quokka Facility Agreement, the Facilities Agreement and each other Finance Document (as defined in each of the Project Sehuencas Facilities Agreement, the Project Quokka Facility Agreement and the Facilities Agreement).

## **7. ACKNOWLEDGEMENT BY THE SUPPLEMENTAL CHARGORS**

Each of the Supplemental Chargors acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargors with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in any Secured Debt Document; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargors under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Original Debenture or Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargors under the Original Debenture or Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargors under this Deed.

## **8. FAILURE TO EXECUTE**

Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

## **9. GOVERNING LAW AND JURISDICTION**

- 9.1 This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 9.2 Subject to Clause 9.3 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “Dispute”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 9.3 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Supplemental Chargors in any other court of competent jurisdiction.

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

## SCHEDULE 1

### SUPPLEMENTAL CHARGORS

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

Opus Energy Renewables Limited	7126582	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Farmoor Energy Limited	7111074	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Donnington Energy Limited	7109298	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Research and Innovation Holdco Limited	6657454	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Corporate Developments Limited	6657336	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Innovation Limited	10664715	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Smart Sourcing Holdco Limited	7821375	Drax Power Station, Selby, North Yorkshire, YO8 8PH
Drax Generation Enterprise Limited	SC189124	13 Queen's Road, Aberdeen, Scotland, AB15 4YL

## SCHEDULE 2

### PART 1 - PROPERTIES<sup>1</sup>

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

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<sup>1</sup> Subject to Real Estate review.

Number: 4382246)				
Drax Power Limited (Company Number: 4883589)	East Riding of Yorkshire	Land at Capital Park, Goole	Leasehold	YEA57712
Drax Power Limited (Company Number: 4883589)	City of London	3 <sup>rd</sup> Floor, 41 Moorgate, London EC2R 6PP	Leasehold	EGL566844
Drax Power Limited (Company Number: 4883589)	North Yorkshire	Land at Camblesforth Sewage Pumping Station	Leasehold	NYK395771
Drax Generation Enterprise Limited	Blackburn with Darwen	Land and buildings lying to the south of Livesey Branch Road, Blackburn	Leasehold	LA861146
Drax Generation Enterprise Limited	Chorley	Gas valve compound at Sandy Lane, Brindle	Freehold	LA880228
Drax Generation Enterprise Limited	Blackburn with Darwen	Electricity Sub Station, Roman Road, Darwen	Leasehold	LA895775
Drax Generation Enterprise Limited	Medway	Land at Kingsnorth, Hoo, Rochester	Freehold	K723561
Drax Generation Enterprise Limited	Medway	Offtake Site, Malmaynes Hall Farm, Malmaynes Hall Road, Upper Stoke, Rochester	Freehold	K788606
Drax Generation Enterprise Limited	Medway	Land at Kingsnorth, Hoo, Rochester	Freehold	K714571
Drax Generation Enterprise Limited	Medway	Land at Kingsnorth, Hoo, Rochester	Freehold	K821401

Drax Generation Enterprise Limited	Medway	Units 2B and 3, Kingsnorth Industrial Estate, Hoo, Rochester	Freehold	K950978
Drax Generation Enterprise Limited	Medway	Land at Kingsnorth, Hoo, Rochester	Freehold	K793745
Drax Generation Enterprise Limited	Adur	Land at Shoreham Harbour, Shoreham by Sea	Leasehold	WSX226164
Drax Generation Enterprise Limited	Adur	Power Station Site at Shoreham Port, Basin Road South, Shoreham-By-Sea	Leasehold	WSX372299
Drax Generation Enterprise Limited	Brighton and Hove	<p>Pipeline at Newbarn Farm House, Benfield Farm, Hangleton, and across 'Hanmgleton' Lane, Hove</p> <p>Only sub-soil width of 1m with upper limit of 0.610m below surface of land and lower limit of 8.534m below (other than certain areas where lower limit is 24.390m) is included in the title</p>	Freehold	ESX266128
Drax Generation Enterprise Limited	Brighton and Hove	<p>Pipeline lying to the west of Hangleton Road, Hove</p> <p>Only sub-soil width of 1m with upper limit of 0.61m below surface of land</p>	Freehold	ESX272193

		and lower limit of 8.534m below is included in the title		
Drax Generation Enterprise Limited	Brighton and Hove	<p>Strip of sub-soil at Golf Farm, Dyke Road, Brighton</p> <p>Only sub-soil width of 1m with upper limit of 0.61m below surface of land and lower limit of 8.534m below is included in the title</p>	Freehold	ESX259891
Drax Generation Enterprise Limited	Brighton and Hove	<p>Gas pipeline at Benfield Gold Course, Hangleton Lane, Hove</p> <p>Only sub-soil width of 1m with upper limit of 0.61m below surface of land and lower limit of 8.534m below (except certain parts where it is 24.39m below) is included in the title</p>	Freehold	ESX262196
Drax Generation Enterprise Limited	Mid Sussex	<p>Pipelines under and lying to the east of Devil's Dyke Road, Hove</p> <p>Only sub-soil width of 1m with upper limit of 0.61m below surface of land and lower limit of 8.534m below is included in the title</p>	Freehold	WSX276819

Drax Generation Enterprise Limited	Mid Sussex	Strip of land below the surface lying to the North East of Devil's Dyke Road  Land is 1m wide, upper limit of 0.610m below surface and lower limit of 8.534m below	Leasehold	WSX253681
Drax Generation Enterprise Limited	Adur	Gas pipe lying to the north of Fishergate, Portslade Title limited to land that with upper limit 0.610m below surface and 8.534m below said upper limit.	Leasehold	WSX252820
Drax Generation Enterprise Limited	Brighton and Hove	Land lying on the west side of Saddlescombe Road, Hove	Freehold	ESX233433
Drax Generation Enterprise Limited	Broxbourne	Rye House Power Station, 1 Ratty's Lane, Hoddesdon	Freehold	HD396654

#### UNREGISTERED LAND

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

## PART 2 – EXCLUDED PROPERTIES

Address or description	Freehold or Leasehold	Title no.
<b>Avonmouth</b>		
Land and buildings on the south side of Central Avenue, Severnside Works, Bristol	Freehold	GR199927
Central Avenue, Severnside Works, Bristol	Leasehold	GR199928
Land on the north side of Ableton Lane, Severn Beach	Leasehold	AV220592
<b>Hatfield</b>		
Site of a pipeline one metre in width lying to the north of Scawcett Lane, Epworth	Leasehold	HS289605
Site of a pipeline one metre in width lying to the north of Scawcett Lane, Epworth	Leasehold	HS289739
Site of a pipeline one metre in width at Crooks Close, Belton	Leasehold	HS293890
Site of a pipeline one metre in width lying to the west of the A161, Belton	Leasehold	HS290775
Site of a pipeline lying to the north of Scawcett Lane, Epworth	Leasehold	HS288142
The site of a pipeline one metre in width lying to the East and West of Epworth Road, Belton	Leasehold	HS293241
Site of a pipeline one metre in width lying to the north east of North Ferry Lane Close, Epworth	Leasehold	HS290070
Site of a pipeline one metre in width lying to the north east of West End Lane, Epworth	Leasehold	HS289669
Site of a pipeline one metre in width lying to the south of Carrhouse, Epworth and Belton	Leasehold	HS288336

Address or description	Freehold or Leasehold	Title no.
Site of a pipeline one metre in width on the east side of Bebhaw Lane, Carrhouse, Belton	Leasehold	HS288338
Site of a pipe-line lying to the north east of Willow Tree Cottage, Epworth Road, Belton	Leasehold	HS292394
Site of a pipe-line lying to the west of the railway track at Epworth	Leasehold	HS292678
Land at Epworth Road, Belton (subsoil)	Leasehold	HS299893
Site of a pipeline one metre in width at Lindholme Bank Road, Hatfield Woodhouse	Leasehold	SYK445665
Site of a pipeline one metre in width lying to the north west of Belgrave Wood, Belton	Leasehold	HS290389
Site of a pipe-line lying on the east side of Epworth Road, Beltoft	Leasehold	HS292325
Land on the north east side of Clouds Lane, Beltoft	Leasehold	HS286411
Site of a pipe-line one metre in width lying to the south of Clouds Lane, Belton	Leasehold	HS293821
Site of a pipe line lying to the west and east of North Idle Drain, Hatfield Chase, Hatfield	Leasehold	HS294361
Site of a pipe-line lying to the east of North Idle Drain, Epworth	Leasehold	HS291902
Site of a pipe-line at West Hale Farm, Epworth	Leasehold	HS291914
Site of a pipeline one metre in width lying to the north-west of Scawcett Lane, Epworth	Leasehold	HS289611
Pipeline at Lindholme Prison, Hatfield Woodhouse	Leasehold	SYK356228

Address or description	Freehold or Leasehold	Title no.
Specified pipe-line, subsoil and under surface in Ludholme Bank Road, Hatfield Woodhouse	Leasehold	SYK356260
Pipeline at Huggins Farm, Hatfield Woodhouse	Leasehold	SYK356429
Land and buildings on the north side of Lindholme Bank Road, Hatfield Moor, Doncaster	Leasehold	SYK451867
Land and buildings on the north side of Lindholme Bank Road, Hatfield Moor, Doncaster	Leasehold	SYK451868
Land lying to the south of Huggin Carr Road, Hatfield Woodhouse, Doncaster	Leasehold	SYK535092
The site of a pipeline one metre in width on the east side of the River Torne, Epworth	Leasehold	HS288308
The site of a pipeline one metre in width lying to the south east of Belgrave Close, Belton	Leasehold	HS289664
The site of a pipeline lying to the west of West End Road, Epworth	Leasehold	HS289710
The site of a pipeline one metre in width lying to the north west of Northferry Lane, Epworth	Leasehold	HS289715
The site of a pipeline lying to the east of Epworth Road, Belton	Leasehold	HS289980
The site of a pipeline one metre in width lying to the north east of North Ferry Lane, Belton	Leasehold	HS289981
The site of a pipeline one metre in width lying to the south of Clouds Lane, Epworth	Leasehold	HS289982
The site of a pipeline lying at Woods Farm, Belton Road, Epworth	Leasehold	HS290133

Address or description	Freehold or Leasehold	Title no.
The site of a pipeline one metre in width lying to the north of Scawcett Lane and east of West End Road, Epworth	Leasehold	HS290784
The site of a pipeline one metre in width lying to the south of Belshaw Lane and the east of the A161, Belton	Leasehold	HS291198
The site of a pipeline lying at the River Torne and South Engine Drain, Epworth	Leasehold	HS292323
The site of a pipeline one metre in width lying to the south of Clouds Lane, Belton	Leasehold	HS293770
Land lying to the south of Stainford Moor Road, Hatfield Woodhouse, Doncaster	Leasehold	SYK616335
Land on the south side of Huggin Carr Road, Hatfield Woodhouse, Doncaster	Leasehold	SYK622672
Canberra Farm, Moor Dike Road, Hatfield Woodhouse, Doncaster (DN7 6DP)	Leasehold	SYK581018
Subsoil and under-surface below a depth of 300 metres below the surface of the land on the east side of A614, Hatfield Woodhouse, Doncaster	Leasehold	SYK577212
Subsoil and under-surface below the depth of 300 metres below the surface of the land being land on the west side of the A614, Hatfield Woodhouse	Leasehold	SYK622660
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 2 Hampden Crescent, Lindholme (DN7 6DQ)	Leasehold	SYK622652
Subsoil and under-surface below the depth of 300 metres below the surface of the land	Leasehold	SYK622651

Address or description	Freehold or Leasehold	Title no.
being 11 Lancaster Drive, Lindholme (DN7 6DG)		
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 5 Lancaster Drive, Lindholme (DN7 6DG)	Leasehold	SYK622650
Subsoil and under-surface below the depth of 300 metres below the surface of the land being Grange Farm House, Bawtry Road, Hatfield Woodhouse	Leasehold	SYK622653
Subsoil and under-surface below the depth of 300 metres below the surface of the land being The Paddocks, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK622655
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 3 Lancaster Drive, Lindholme, Doncaster (DN7 6DG)	Leasehold	SYK622654
Subsoil and under-surface below the depth of 300 metres below the surface of the land being Beech Tree Farm, Huggin Carr Road, Hatfield Woodhouse (DN7 6BY)	Leasehold	SYK623652
Subsoil and under-surface below the depth of 300 metres below the surface of the land being land on the west side of the A614, Hatfield Woodhouse	Leasehold	SYK623653
Subsoil and under-surface below the depth of 300 metres below the surface of the land being land at Lindholme Airfield, Hatfield Woodhouse	Leasehold	SYK622671
Subsoil and under-surface below the depth of 300 metres below the surface of the land	Leasehold	SYK623649

Address or description	Freehold or Leasehold	Title no.
being land on the west side of the A614, Hatfield Woodhouse		
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 11 Hampden Crescent, Lindholme (DN7 6DQ)	Leasehold	SYK623650
Subsoil and under-surface below the depth of 300 metres below the surface of Garage, 11 Hampden Crescent, Lindholme, Doncaster	Leasehold	SYK623668
Land at Hatfield Woodhouse, Doncaster	Leasehold	SYK601242
Subsoil and under-surface below the depth of 300 metres below the surface of the land being Garage 6, Hampden Crescent, Lindholme, Doncaster	Leasehold	SYK622667
Subsoil and under-surface below the depth of 300 metres below the surface of the land being land on the west side of Bawty Road, Hatfield Woodhouse, Doncaster	Leasehold	SYK622664
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 1 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622665
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 17 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622668
Subsoil and under-surface below the depth of 300 metres below the surface of the land being Plot 12 Bawtry Road, Hatfield Woodhouse, Doncaster	Leasehold	SYK623670

Address or description	Freehold or Leasehold	Title no.
Subsoil below 16 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK624764
Subsoil under Land Adjoining Cherry Tree Bungalow, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK624765
Subsoil under land at the back of Cherry Tree Cottage, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK624768
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 13 Lancaster Drive, Lindholme, Doncaster (DN7 6DG)	Leasehold	SYK625767
Subsoil under 14 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK626096
Subsoil on the south side of Red Bridge, Bawtry Road, Hatfield Woodhouse, Doncaster (DN7 6BU)	Leasehold	SYK627131
Subsoil under Beech Tree Cottage, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK625808
Subsoil under Huggin Farm, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK627133
Cherry Tree Bungalow, Huggin Carr Road, Hatfield Woodhouse, Doncaster (DN7 6BY)	Leasehold	SYK624767
Subsoil under 21 Hampden Crescent, Lindholme, Doncaster	Leasehold	SYK626097

Address or description	Freehold or Leasehold	Title no.
Subsoil under 9 Lancaster Drive, Lindholme, Doncaster (DN7 6DG)	Leasehold	SYK626098
Subsoil under land at Lindholme Airfield, Hatfield Woodhouse, Doncaster	Leasehold	SYK627134
Subsoil and under-surface of land below the depth of 300 metres below the surface of the land being 15 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK644654
Subsoil under HM Prison Lindholme, Lindholme, Doncaster	Leasehold	SYK626604
Land on the north east side of Canberra Farm, Moor Dike Road, Hatfield Woodhouse, Doncaster (DN7 6DP)	Leasehold	SYK581040
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 19 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK624758
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 27 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK624751
Subsoil and under-surface below the depth of 300 metres below the surface of the land being The Huggins, Gate Wood Lane, Hatfield, Doncaster (DN7 6BB)	Leasehold	SYK622657
Subsoil and under-surface below the depth of 300 metres below the surface of the land being Red House Farm, Bawtry Road, Hatfield Woodhouse, Doncaster (DN7 6BX)	Leasehold	SYK622658

Address or description	Freehold or Leasehold	Title no.
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 10 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622662
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 6 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622663
Subsoil under Redhouse Park, Bawtry Road, Hatfield Woodhouse, Doncaster (DN7 6BX)	Leasehold	SYK622659
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 12 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622661
Subsoil and under-surface below the depth of 300 metres below the surface of the land being 25 Hampden Crescent, Lindholme, Doncaster (DN7 6DQ)	Leasehold	SYK622669
Two parcels of land on the East and West sides of the A614, Hatfield Woodhouse, Doncaster	Leasehold	SYK622670
The site of a pipeline one metre in width lying to the west of Idle Bank, West Carr, Epworth	Leasehold	HS289737
Pipeline, Moor Dike Road, Hatfield Woodhouse	Leasehold	SYK437358
Land at Canberra Cottage Farm, Lindholme, Doncaster	Leasehold	SYK581042
Sub-soil and land 300 metres below the surface at 23 Hampden Crescent, Lindholme, Doncaster, DN7 6DQ	Leasehold	SYK661772

Address or description	Freehold or Leasehold	Title no.
Sub-soil and land 300 metres below the surface at 8 Hampden Crescent, Lindholme, Doncaster DN7 6DQ	Leasehold	SYK623669

### SCHEDULE 3

#### SHARES

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

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

**SCHEDULE 4**  
**BANK ACCOUNTS**

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

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

OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY (CORPORATE) LIMITED	REDACTED	REDACTED	REDACTED
FARMOOR ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY RENEWABLES LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
ABBOTT DEBT RECOVERY LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY (CORPORATE) LIMITED	REDACTED	REDACTED	REDACTED
ABBOTT DEBT RECOVERY LIMITED	REDACTED	REDACTED	REDACTED
DRAX GENERATION ENTERPRISE LIMITED	REDACTED	REDACTED	REDACTED
SMW LIMITED	REDACTED	REDACTED	REDACTED
OPUS GAS SUPPLY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY LIMITED	REDACTED	REDACTED	REDACTED
OPUS ENERGY (CORPORATE) LIMITED	REDACTED	REDACTED	REDACTED

OPUS ENERGY RENEWABLES LIMITED	REDACTED	REDACTED	REDACTED
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## SCHEDULE 5

### INSURANCE POLICIES

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

and/or Associated and/or Subsidiary Companies			
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	QBE Insurance (Europe) Limited (57%)  QBE Casualty Syndicate (Lloyd's Underwriters) (43%)	GLRET1800470	Excess Employers Liability
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	XL Insurance Company SE	GB00023974LI18A	Primary Public and Products Liability
Drax Power Limited, Haven Power Limited, OPUS Energy Limited and/or Associated and/or Subsidiary Companies	Chubb European Group SE (46.67%)  AIG Europe Limited (53.33%)	GLRET1800471	Excess Public and Products Liability
Drax Biomass Inc., Drax Power Limited and/or for whom the Assured may receive instructions to insure	Chubb European Group SE	MACCD1802773	Marine Cargo Stock Throughput – Worldwide Policy
Drax Biomass Inc., Drax Power Limited and/or for whom the Assured may receive instructions to insure	Lloyd's Underwriting Syndicate BRT 2987 (Brit) (10%) Lloyd's Underwriting Syndicate AML 2001 (Amlin) (10%) Lloyd's Underwriting Syndicate AES 1225 (Aegis) (10%) Lloyd's Underwriting Syndicate MKL 3000 (Markel) (10%) Navigators Syndicate 1221 (10%) Liberty Syndicate 4472 (10%)  Lloyd's Underwriting Syndicate SCC 1301 (Starstone) (10%) Antares Syndicate 1274 (10%)	MACCD1802779	Excess Stock

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

**SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE**

**THE SUPPLEMENTAL CHARGORS**

**EXECUTED as a DEED by** )  
**Drax Corporate Limited acting by:** )

USA DUCES )  
as Attorney/~~Director~~ )

**REDACTED**

**REDACTED**  
Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

**EXECUTED as a DEED by** )  
**Drax Finco plc acting by:** )

USA DUCES )  
as Attorney/~~Director~~ )

**REDACTED**

**REDACTED**  
Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

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

USA DUCES )  
as Attorney/~~Director~~ )

**REDACTED**

**REDACTED**  
Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

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

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

REDACTED

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

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

REDACTED

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

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1Y 8Y4

Occupation: TRAINEE SOLICITOR

REDACTED

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

REDACTED

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: LIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC14 8Y4

Occupation: TRAINEE SOLICITOR

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

REDACTED

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: LIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC14 8Y4

Occupation: TRAINEE SOLICITOR

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

REDACTED

LISA DUCES  
as Attorney/Director

REDACTED

Witness: \_\_\_\_\_

Name: LIANA VAN-SMITH

Address: ONE BUNHILL ROW, EC14 8Y4

Occupation: TRAINEE SOLICITOR

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

LISA DUCKER  
as Attorney/Director

Witness:

Name:

Address:

Occupation:

REDACTED

RIANA VAN-SMITH

ONE BUNHILL ROW, LONDON, EC1H 8Y4

TRAINEE SOLICITOR

REDACTED

EXECUTED as a DEED by  
Opus Energy Limited acting by:

LISA DUCKER  
as Attorney/Director

Witness:

Name:

Address:

Occupation:

REDACTED

RIANA VAN-SMITH

ONE BUNHILL ROW, LONDON, EC1H 8Y4

TRAINEE SOLICITOR

REDACTED

REDACTED

REDACTED

Occupation: TRAINEE SOLICITOR

REDACTED

REDACTED

Occupation: TRAINEE SOLICITOR

REDACTED

REDACTED

Occupation: TRAINER SOLICITOR

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

REDACTED

LISA DUKES  
as Attorney/Director

Witness:

REDACTED

Name:

RIANA VAN-SMITH

Address:

ONE BUNHILL ROW, LONDON, EC14 844

Occupation:

TRAINEE SOLICITOR

EXECUTED as a DEED by  
Farmoor Energy Limited acting by:

REDACTED

LISA DUKES  
as Attorney/Director

Witness:

REDACTED

Name:

RIANA VAN-SMITH

Address:

ONE BUNHILL ROW, LONDON, EC14 844

Occupation:

TRAINEE SOLICITOR

EXECUTED as a DEED by  
Donnington Energy Limited acting by:

REDACTED

LISA DUKES  
as Attorney/Director

Witness:

REDACTED

Name:

RIANA VAN-SMITH

Address:

ONE BUNHILL ROW, LONDON, EC14 844

Occupation:

TRAINEE SOLICITOR

EXECUTED as a DEED by )  
Drax Research and Innovation Holdco Limited )

acting by: LISA DICES )  
as Attorney/~~Director~~ )

REDACTED

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1M 844

Occupation: TRAINEE JOURNALIST

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

LISA DICES )  
as Attorney/~~Director~~ )

REDACTED

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1M 844

Occupation: TRAINEE JOURNALIST

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

LISA DICES )  
as Attorney/~~Director~~ )

REDACTED

REDACTED

Witness: \_\_\_\_\_

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC1M 844

Occupation: TRAINEE JOURNALIST

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

REDACTED

WA DUCES  
as Attorney/Director

Witness: REDACTED

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC14 844

Occupation: TRAINEE SOLICITOR

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

REDACTED

WA DUCES  
as Attorney/Director

Witness: REDACTED

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC14 844

Occupation: TRAINEE SOLICITOR

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

REDACTED

WA DUCES  
as Attorney/Director

Witness: REDACTED

Name: RIANA VAN-SMITH

Address: ONE BUNHILL ROW, LONDON, EC14 844

Occupation: TRAINEE SOLICITOR

EXECUTED as a DEED by

Drax Generation Enterprise Limited acting by:

LISA DUKE as Attorney: REDACTED

Witness:

REDACTED

Name:

RIANA VAN-SMITH

Address:

ONE BUNHILL ROW, LONDON, EC4Y 8Y4

Occupation:

TRAINEE SOLICITOR

**THE SECURITY AGENT**

**EXECUTED as a DEED** by

Deutsche Bank AG, London Branch acting by:

**REDACTED REDACTED**

as Authorised Signatory

)

**Paul Gaines**  
Assistant Vice President

)

**Craig Hoepfi**  
**Vice President**

)

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