

# MR01

## Particulars of a charge



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original**

FRIDAY



### 1 Company details

Company number 0 1 4 1 8 5 7 9

Company name in full FIM SERVICES LIMITED

6 For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 4 1 0 2 0 1 4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name PENMANSHIEL ENERGY LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

ALL and WHOLE that area of land part of the Lands of Penmanshiel, Cockburnspath in the County of Berwick, registered in the Land Register of Scotland under Title Number BER6406 and extending to Four hundred and Sixty six acres and Ninety seven decimal or one hundredth parts of an acre or therby (466 97 acres)

For more details, please refer to the instrument

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### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

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### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X 

Partner for Pinsent Masons LLP  
Agents for Penmanshiel Energy Limited

X

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

**Presenter information**

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

Contact name Christopher McAlinden

Company name Pinsent Masons LLP

Address 141 Bothwell Street

Post town Glasgow

County/Region

Postcode G 2 7 E Q

Country

DX DX GW 135 GLASGOW

Telephone +44 (0) 141 567 8400

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

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

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number. 1418579

Charge code: 0141 8579 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2014 and created by FIM SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2014.

Dx

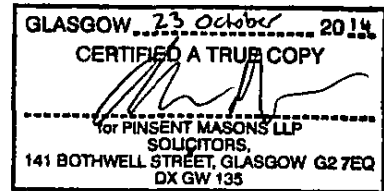
Given at Companies House, Cardiff on 30th October 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



**Standard Security**

**by**

**FIM Services Limited (as Bare Trustee)**

**In favour of**

**Penmanshiel Energy Limited**

**With the consent of**

**FIM Forest Funds General Partner Limited (as General Partner and  
Trustee for and on behalf of FIM Sustainable Timber and Energy LP)**

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**Standard Security in respect of land at Penmanshiel**

WE FIM SERVICES LIMITED, a company incorporated under the Companies Acts (registered number 01418579) and having its registered office at Glebe Barn, Great Barrington, Burford, Oxon OX18 4US previously general partner and trustee of and now as bare trustee only, as title holders of the Security Subjects as after defined, for and on behalf of FIM SUSTAINABLE TIMBER AND ENERGY LP, a limited partnership registered in Scotland under the Limited Partnerships Act 1907 (registered number SL7703) and having its principal place of business at 15 Atholl crescent, Edinburgh, EH3 8HA ("the Landlord") have entered into a lease among ourselves, PENMANSHIEL ENERGY LIMITED incorporated under the Companies Acts with Registered Number 08263863 and having their Registered Office at Eaton Court, Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 7TR ("the Tenant") and FIM FOREST FUNDS GENERAL PARTNER LIMITED, a company incorporated under the Companies Acts (registered number 06615249) and having its registered office at Glebe Barn, Great Barrington, Burford, Oxfordshire OX18 4US, as the current general partner and trustee for and on behalf of the said FIM Sustainable Timber and Energy LP ("the Consensor") dated 17 October 2014 (the "Lease") of the Leased Property (as defined in the Lease) together with the rights specified in Part 2 of the Schedule to the Lease NOW THEREFORE WE DO HEREBY with consent of the Consensor in security of the performance by us and the Consensor of the obligations *ad factum praestandum* incumbent upon us and the Consensor in terms of the Lease in so far only as such obligations relate to the Security Subjects GRANT a Standard Security in favour of the Tenant over the subjects outlined in blue on the plan annexed and executed as relative hereto (the "Plan") and EXCEPTING therefrom (In the First Place) the Turbine Sites shown edged red on the Plan, (In the Second Place) the Access Roads shown coloured brown and orange on the Plan, (In the Third Place) the Electricity Sub-station Site (if any) shown coloured pink on the Plan, and (In the Fourth Place) the Anemometer Sites shown edged green on the Plan, which subjects form part and portion of ALL and WHOLE that area of ground at Penmanshiel Woodlands, Cockburnspath, extending to 188.7 hectares and registered in the Land Register of Scotland under Title Number BER6406 (but excluding for the avoidance of doubt from the Security Subjects (as hereinafter defined) any timber or other crop thereon felled or otherwise) ("the Security Subjects"), The Standard Conditions ("the Standard Conditions") specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being, varied as hereinafter mentioned, shall apply, And we agree that the Standard Conditions shall be varied to the effect that (One) Standard Conditions 1, 2, 3, 4, 5, 6, 7, 9(1)(c), 9(2) and 12 shall not apply to this Standard Security, and (Two) Standard Condition 9(1)(b) shall be amended to the effect that only a material breach by the Landlord and/or the Consensor of any of its obligations under the Lease (in so far only as such obligations relate to the Security Subjects) shall be deemed to be a failure to comply with a requirement arising out of this deed, and (Three) the said Penmanshiel Energy Limited and their successors, as a party to the Lease, shall be entitled, without any requirement of consent from us or our successors but subject to prior written notification being given to us or our successors (in accordance with the notice provisions in the Lease), to freely assign or transfer the benefit of this Standard Security to any party validly in right of the Tenant's interest in the Lease, And the Landlord and the Consensor shall for the avoidance of doubt have the right during the period of this Standard Security to fell, take away and deal with all crops and all timber (standing or fallen) on the Security Subjects and to apply for and receive forestry grants, all without any requirement to make payment to the Tenant, This security hereby granted and all rights of enforcement thereof shall rank after and postponed to any and all security (whether fixed or floating) affecting the Security Subjects granted before, on or after the date hereof, and all rights of enforcement thereunder; and all issues relating to consents and approvals required pursuant to the Standard Conditions or otherwise will rank after and postponed to the requirements of such creditors, And the Tenant, by its acceptance hereof, undertakes to deliver to us or our successors a discharge (or deed of restriction if appropriate in the case of (Two) below) of these presents forthwith upon the occurrence of the following, namely (One) upon demand being made by us at any time after the termination or expiry of the Lease and (Two) on the date of entry following the Landlord disposing of the heritable interest in the Security Subjects (or part thereof) and the new owner granting to the Tenant a replacement standard security over the Security Subjects (or such relevant part) as the case may be, And we grant warrandice from our own facts and deeds only and bind FIM Sustainable Timber and Energy LP under our charge in absolute warrandice (subject to any current and future security as aforesaid and subject to any leases and agreements (i) intimated to the Tenant or its solicitors prior to the last date of execution of the Lease and (ii) permitted in terms of the Lease or the option to lease among FIM Forest Funds General Partner Limited as general partner and trustee for and on behalf of FIM Sustainable Timber and Energy LP and RES UK & Ireland Limited and FIM Services Limited in respect of Penmanshiel wind farm, dated 24 and 28 October 2011 and registered

in the Books of Council and Session on 10 November 2011, RES UK & Ireland Limited's interest having been assigned to the Tenant by assignment dated 21 March 2013 and consent to the registration hereof for preservation) IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the plan annexed are executed as follows

SUBSCRIBED for and on behalf of FIM SERVICES LIMITED as bare trustee only as title holders of the Leased Property for and on behalf of FIM Sustainable Timber and Energy LP

at BULFORD

on the 17 day

of OCTOBER 2014

by [Signature] Director

RICHARD CLASBIE DAWSON Full Name

before this witness

[Signature] Witness

HEATHER HANSON Full Name

27 GRIFFIN CLOSE Address

STOW, GL54 1AY

SUBSCRIBED for and on behalf of FIM FOREST FUNDS GENERAL PARTNER LIMITED as general partner and trustee for and on behalf of FIM Sustainable Timber and Energy LP

at BULFORD

on the 17 day

of OCTOBER 2014

by [Signature] Director

RICHARD CLASBIE DAWSON Full Name

before this witness

[Signature] Witness

HEATHER HANSON Full Name

27 GRIFFIN CLOSE Address

STOW, GL54 1AY

at LINDA LAMING

on the 20<sup>th</sup> day

of October 2014

by [Signature] Director

before this witness

[Signature] Witness

LISA WALLACE Full Name

50 BILLET LANE, Address

BERKHAMSTED, HP4 1BA



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