



Registration of a Charge

Company name: **GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED**
Company number: **06615249**



X9L2DSEG

Received for Electronic Filing: **31/12/2020**

Details of Charge

Date of creation: **14/12/2020**
Charge code: **0661 5249 0056**
Persons entitled: **FORCE 9 ENERGY PARTNERS LLP (OC355316)**
Brief description: **ALL AND WHOLE THOSE AREAS OF GROUND AT WEST CARSE
EXTENDING TO 187.48 HECTARES OR THEREBY AND REGISTERED
IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER
ARG23733 (BUT EXCLUDING FOR THE AVOIDANCE OF DOUBT FROM
THE PROPERTY (AS HEREINAFTER DEFINED) ANY TIMBER OR OTHER
CROP THEREON FELLED OR OTHERWISE) (THE "PROPERTY").**
Contains negative pledge.
Chargor acting as a bare trustee for the property.

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:

BRODIES LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615249

Charge code: 0661 5249 0056

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2020 and created by GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2020 .

Given at Companies House, Cardiff on 4th January 2021

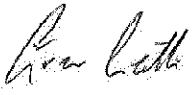
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES


Brodies LLP Solicitors
30 December 2020

STANDARD SECURITY

by

**GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED as General Partner and as such
Trustee for GRESHAM HOUSE FOREST FUND I LP**

in favour of

Force 9 Energy Partners LLP

Subjects: West Carse, Argyll

For the purpose of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015,
this deed is delivered on 30 November 2020 2

WE, **GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED**, a company incorporated under the Companies Acts (registered number 06615249) and having their registered office at 5 New Street Square, London, England, EC4A 3TW, as General Partner of and, as such, Trustee for **GRESHAM HOUSE FOREST FUND I LP** a limited partnership incorporated under the Limited Partnerships Act 1907 (Registered Number SL6597) and having its principal place of business at 15 Atholl Crescent, Edinburgh EH3 8HA (the "Owners") heritable proprietors of the property herein secured have taken over (in terms of assignation executed by us of even date to our execution hereof) the Owner's whole right, title, interest in and including the Owner's obligations pursuant to an Option Agreement dated 26 December 2016 and 28 January 2017 between MRS **MIRANDA JULIA DODD**, residing at [REDACTED] **LUKE ALEXANDER ROWLAND CHAPPELL**, residing formerly at [REDACTED] **DR LUCY CHARLOTTE CLARKE**, residing at [REDACTED] and **JESSICA KATHARINE HUGHES**, residing at [REDACTED] (together "the Seller") and **JULIA CLAVERING CHAPPELL**, residing at [REDACTED] and **FORCE 9 ENERGY PARTNERS LLP**, a limited liability partnership incorporated in England with partnership number OC355316 and whose registered office is at St Marys Court, The Broadway, Amersham, Buckinghamshire, HP7 0UT ("the Developer"), (hereinafter referred to as "the Agreement") in respect of the Property (as hereinafter defined), DO HEREBY in security only of the performance by us of the obligations *ad factum praestandum* incumbent upon us in terms of Clauses 6.3, 6.4 (but not the time limits therein) and 6.5 inclusive and Clause 8 of the Agreement (and any alteration or variation thereof) GRANT a Standard Security in favour of the Developer over ALL and WHOLE that area of ground at West Carse extending to 187.48 hectares or thereby and registered in the Land Register of Scotland under Title Number ARG23733 (but excluding for the avoidance of doubt from the Property (as hereinafter defined) any timber or other crop thereon felled or otherwise) ("the Property"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof for the time being 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 Owners of their obligations under the abovementioned obligations *ad factum praestandum* incumbent upon them in terms of Clauses 6.3, 6.4 (but not the time limits therein) and 6.5 inclusive and Clause 8 of the Agreement shall be deemed to be a failure to comply with a requirement arising out of this deed and for such material breach to constitute such failure to comply (i) the Owners must have received written notice of such breach from the Developer and have failed to remedy such breach within such reasonable time as is specified in such written notice; and (ii) where awarded or agreed (between the Owners and the Developer) damages in respect of such material breach have not been paid; And subject to the provisions of the Agreement the Owners shall for the avoidance of doubt have the unrestricted 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 Property and to apply for and receive forestry grants, all without any requirement to make payment to the Developer; And the Developer, 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) whichever is the earlier of (a) upon demand being made by us at any time after the termination or expiry of the Agreement and (b) the later of (i) exercise of the option provided for in the Agreement and (ii) 14 days after delivery to the Developer of the Lease (as defined in the Agreement) validly executed pursuant to the Agreement and (c) upon the registration of the Lease of the Property or part thereof and (Two) on the date of entry following the Owners disposing of the heritable interest in the Property (or part thereof) and the new owner granting to the Developer a replacement standard security in similar terms and similar ranking over the Property (or such relevant part); This Standard Security and all rights of enforcement thereof shall rank (subject to the provisions of the Agreement) after and postponed to any and all security (whether fixed or floating) granted by the Owners before, on or (in compliance with the terms of the Agreement) after the date hereof, and all rights of enforcement thereunder, in each case provided that the relevant grantee (i) consents to the terms of the Agreement and (ii) undertakes not to sell the Property or any part thereof by virtue of their power of sale without taking the purchaser bound to implement the Owners' obligations under the Agreement in respect of the Property or such part; 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 subject as aforesaid we grant warrandice under exclusion of any lease, third party rights or agreements (i) intimated to the Developer prior to (a) the Developer's execution of the Agreement or (b) the Agreement becoming effective and (ii) permitted in terms of the Agreement:

And we the Owners and the Developer consent to the registration hereof for preservation: IN WITNESS WHEREOF

Gresham House Forest Funds General Partner Limited

signature of
director/secretary/authorised signatory/witness

CLARE GODWIN
full name of above (print)

address of witness

signature of Director

ANTHONY CROSSIE DAWSON
full name of above (print)

26.11.20
date of signing

Filkins House, GL7 3JJ
place of signing

FORCE 9 ENERGY PARTNERS LLP

signature of member

full name of above (print)

signature of member

full name of above (print)

date of signing

place of signing

And we the Owners and the Developer consent to the registration hereof for preservation: IN WITNESS WHEREOF

Gresham House Forest Funds General Partner Limited

signature of
director/secretary/authorised signatory/witness

signature of Director

full name of above (print)

full name of above (print)

date of signing

address of witness

place of signing

FORCE 9 ENERGY PARTNERS LLP

signature of member

signature of member

full name of above (print)

full name of above (print)

date of signing

place of signing