



Registration of a Charge

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



X9Y5RJDL

Received for Electronic Filing: **12/02/2021**

Details of Charge

Date of creation: **11/02/2021**
Charge code: **0661 5249 0060**
Persons entitled: **WIND ESTATE (UK) LIMITED**
Brief description: **(1) ALL AND WHOLE THAT PLOT OR AREA OF GROUND AT THE DRUM, CUMNOCK, BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR75653; AND (2) ALL AND WHOLE THAT PLOT OR AREA OF GROUND AT GLENMUIR HILL, CUMNOCK BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR94461**
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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LINDSAY JOHNSTON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615249

Charge code: 0661 5249 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th February 2021 and created by GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 12th February 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

STANDARD SECURITY

by

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

in favour of

WIND ESTATE (UK) LIMITED

2020

Ref: JN/EKM

Account No.: WI23463.25

Fas. 5701

Subjects: Land at The Drum and
Glenmuir Hill, Cumnock

Thorntons Law LLP
Whitefriars House
7 Whitefriars Crescent
Perth
PH2 0PA

Tel: 01738 621212
Fax: 01738 444766

WE, GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED, a company incorporated under the Companies Acts (formerly known as FIM Forest Funds General Partner Limited having conformed to Certificate of Registration of Change of Name of a Limited Company dated 29 October 2020) (Company Number 06615249) and having its Registered Office at 5 New Street Square, London, EC4A 3TW as General Partner of and as such as Trustee for GRESHAM HOUSE FOREST FUND I LP (formerly FIM Forest Fund I LP having conformed to Certificate of Registration of Change of Name of a Limited Partnership dated 23 June 2020), a limited partnership (Registered Number SL006597) and having its principal place of business at 15 Atholl Crescent, Edinburgh EH3 8HA ("**Landowner**") IN SECURITY of the obligations ad factum praestandum incumbent upon us in terms of Clauses 11 and 15.2 of the Option Agreement between us and Wind Estate (UK) Limited (company number 10116532) whose registered office is at Dene House, North Road, Kirkburton, Huddersfield HD8 0RW ("**Developer**") comprised in missives namely (1) Offer to take an Option from Thorntons Law LLP (on behalf of the Developer) to Brodies LLP (on behalf of the Landowner) dated 6 November 2020 and (2) de plano acceptance thereof from Brodies LLP (on behalf of the Landowner) to Thorntons Law LLP (on behalf of the Developer) dated 6 November 2020 (the "**Agreement**"), HEREBY GRANT a Standard Security in favour of the Developer over (1) ALL and WHOLE that plot or area of ground at the Drum, Cumnock, being the subjects registered in the Land Register of Scotland under Title Number AYR75653; and (2) ALL and WHOLE that plot or area of ground at Glenmuir Hill, Cumnock being the subjects registered in the Land Register of Scotland under Title Number AYR94461 ("**the Security Subjects**"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation thereof operative for the time being shall apply; save always that there shall be excluded the whole terms of Standard Conditions 1, 2, 3, 4 (b), 4(c), 5, 6, 7, 8, 9(1)(c), 9(2), 10, and 12 and Standard Condition 9(1)(b) shall be amended to the effect that only a material breach by the Landowner of any of their material obligations ad factum praestandum incumbent upon them in terms of Clauses 11 and 15.2 (but not the time limits) 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 Landowner 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 Landowner and the Developer) damages in respect of such individual breach have not been paid; And subject to the provisions of the Agreement the Landowner 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 Security Subjects 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 Security Subjects or part thereof and (Two) within 14 days of the date of entry following the Landowner disposing of the heritable interest in the Security Subjects (or part thereof) and the new owner granting to the Developer a replacement standard security in similar terms and similar ranking over the Security Subjects (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 future bona fide monetary security (whether fixed or floating) granted by the Landowner to any reputable bank, funder or financial institution 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 Security Subjects or any part thereof by virtue of their power of sale without taking the purchaser bound to implement the Landowner's obligations under the Agreement in respect of the Security Subjects 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 we grant warrandice but excepting therefrom (i) all existing leases, wayleaves and servitudes, (ii) any current and future security as aforesaid; (iii) any leases and agreements (a) intimated to the Developer or its solicitors prior to the last date of execution of the Agreement and (b) permitted in terms of this Agreement; And we consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows:-

EXECUTED by the said GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED (as General Partner of and as such as Trustee for Gresham House Forest Fund 1 LP)

at 14 BAYNHAMS DRIVE, OXFORD OX2 8PF

on 18 NOVEMBER 2020

EDWARD CHARLES LATTER

E.C. Latter

before this witness

MATTHEW EDWARD BROADBENT
Print Full Name

[Signature]
Witness

Address

378 WOODSTOCK ROAD

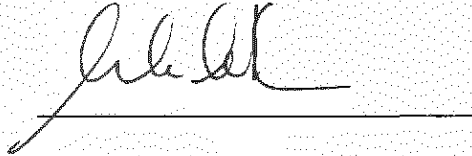
OXFORD

OX2 8AF

EXECUTED by the said Wind Estate (UK) Limited

at Løssvej 1, 8940 Randers SV, Denmark
on 21 of January 2021

ERIK ABRAHAM



before this witness

PETER DUEHOLM THEILGAARD
Print Full Name


Witness

Address

LØGTEN RSTERVEJ 36
8541 SKODSTRUP
DANMARK