

## Registration of a Charge

Company Name: GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED

Company Number: 06615249

Received for filing in Electronic Format on the: 27/05/2021



XA5CPQT7

### **Details of Charge**

Date of creation: 19/05/2021

Charge code: 0661 5249 0062

Persons entitled: SCOTTISHPOWER RENEWABLES (UK) LIMITED

Brief description: ALL AND WHOLE THE SUBJECTS OUTLINED RED ON PLAN 1

(COMPRISING 12 SHEETS) ANNEXED AND SUBSCRIBED AS RELATIVE TO THE INSTRUMENT (BUT EXCEPTING THEREFROM THE TWO AREAS OF GROUND DELINEATED IN RED RESPECTIVELY ON PLAN 2 ("PLAN 2") AND PLAN 3 ("PLAN 3") ANNEXED AND SIGNED AS RELATIVE TO THE INSTRUMENT) AND WHICH COMPRISE (I) PART AND PORTION OF THE SUBJECTS UNDERGOING REGISTRATION IN THE LAND REGISTER

OF SCOTLAND UNDER TITLE NUMBER ARG28497 (II) PART AND

PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ARG18168 AND (III) THE SUBJECTS REGISTERED IN THE LAND REGISTER UNDER TITLE NUMBER ARG17152

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.

INSTRUMENT. Certified by: SHEPHERD AND WEDDERBURN LLP

**Electronically filed document for Company Number:** 



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615249

Charge code: 0661 5249 0062

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 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 27th May 2021.

Given at Companies House, Cardiff on 2nd June 2021

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







STANDARD SECURITY

by

GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED, as general partner of and trustee for Gresham House Forest Fund 1 LP in favour of SCOTTISHPOWER RENEWABLES (UK) LIMITED

Subjects: Windfarm option site at Achaglass and Gartnagrenach, Argyll

Shepherd and Wedderburn LLP 5th Floor, 1 Exchange Crescent Conference Square Edinburgh EH3 8UL DX 551970 Edinburgh 53 T +44 (0)131 228 9900 F +44 (0)131 228 1222 shepwedd.com We, GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED, a company incorporated under the Companies Acts in England and Wales (Company Number 06615249) and having its registered office at 5 New Street Square, London, EC4A 3TW, general partner of and as such trustee for Gresham House Forest Fund 1 LP, a limited partnership established in Scotland (Registered Number SL006597) and having its principal place of business at 15 Atholl Crescent, Edinburgh, EH3 8HA, and our permitted successors incumbent on us pursuant to an Option Agreement between us and ScottishPower Renewables (UK) Limited dated on or around the date hereof and subsequent dates as may be subsequently varied, restated or replaced from time to time DO HEREBY grant a Standard Security in favour of ScottishPower Renewables (UK) Limited, incorporated under the Companies Acts (Company Number NI028425) and having its registered office at The Soloist, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP over ALL and WHOLE the subjects outlined red on Plan 1 (comprising 12 sheets) annexed and subscribed as relative hereto (but excepting therefrom the two areas of ground delineated in red respectively on Plan 2 ("Plan 2") and Plan 3 ("Plan 3") annexed and signed as relative hereto) and which comprise (i) part and portion of the subjects undergoing registration in the Land Register of Scotland under Title Number ARG28497 (ii) part and portion of the subjects registered in the Land Register of Scotland under Title Number ARG18168 and (iii) the subjects registered in the Land Register under Title Number ARG17152 ("the Security Subjects"); 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 shall apply; And we agree that save as aforesaid the said standard conditions shall be varied to the effect that:-

- (First) The expression "the debtor" shall mean the proprietor for the time being of the Security Subjects; and "the grantee" shall mean the party from time to time in right of the creditor's interest in this standard security.
- (Second) The grantee may assign this Standard Security to any other person or persons to whom the said Option Agreement is assigned provided that (a) the terms hereof are not otherwise varied without the prior written consent of the debtor and (b) the debtor is kept free of any expenses incurred in consequence thereof.
- (Third) In the event of the grantee exercising any of the remedies competent to it in terms of Standard Condition 10 of said Schedule 3 to the lastmentioned Act and of the debtor failing to remove from the Security Subjects any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects, whether of a personal, domestic or business nature belonging to the debtor, after being called upon by the grantee by notice in writing to remove the same within such period as may be specified in the said notice, the grantee shall be entitled and are hereby irrevocably authorised as agents of the debtor to remove, sell, store or otherwise deal with the disposal of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects in such manner and upon such terms as the grantee acting reasonably may think fit, subject only to an obligation to account to the debtor for any price received by the grantee for any of the same. The grantee shall not be liable for any loss or damage occasioned to the debtor by the exercise of the authority hereby conferred on the grantee and the debtor shall be bound to indemnify the grantee against all expenses reasonably incurred by them in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof.

(Fourth) Standard Conditions 1, 2, 3, 4, 5, 6, 7, 11 and 12 of said Schedule 3 to the S5512.426-04 73515008 1 LLP

#### lastmentioned Act shall not apply.

And I grant warrandice and I consent to registration hereof for execution: IN WITNESS WHEREOF these presents consisting of this page and the one preceding page and Plan 1 (comprising 12 sheets), Plan 2 and Plan 3 annexed are executed as follows:-

GRESHAM HOUSE FOREST FUNDS SUBSCRIBED for and on behalf of GRESHAM FOREST FUNDS GENERAL PARTNER LIMITED, as trustee for Gresham House Forest Fund 1 LP acting by DIRECTOR

at Glebel Born

on 4 May 2021

Director

ANTHONY CROSBIE DAWSON

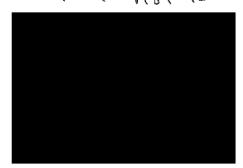
in the presence of:

Witness Signature:

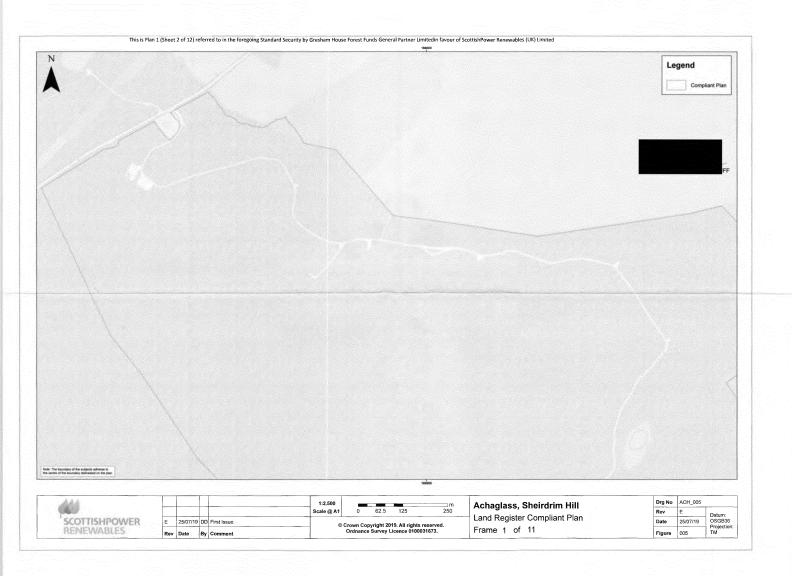
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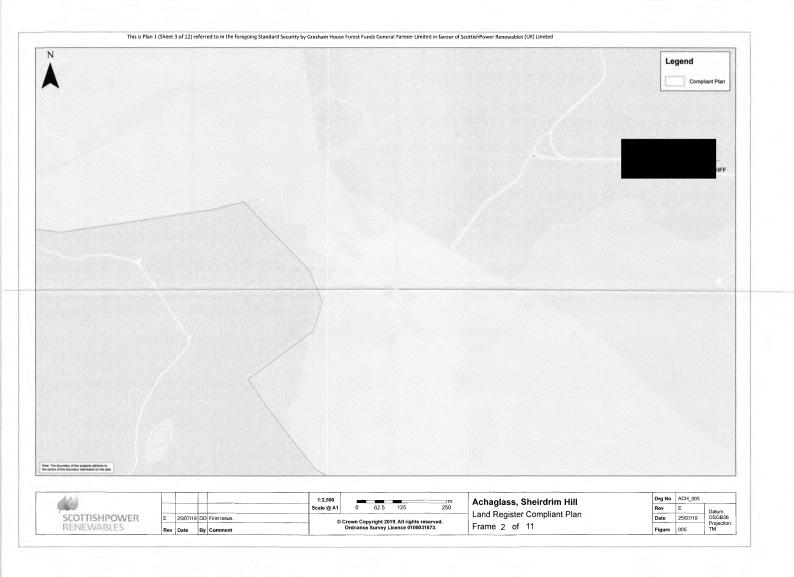
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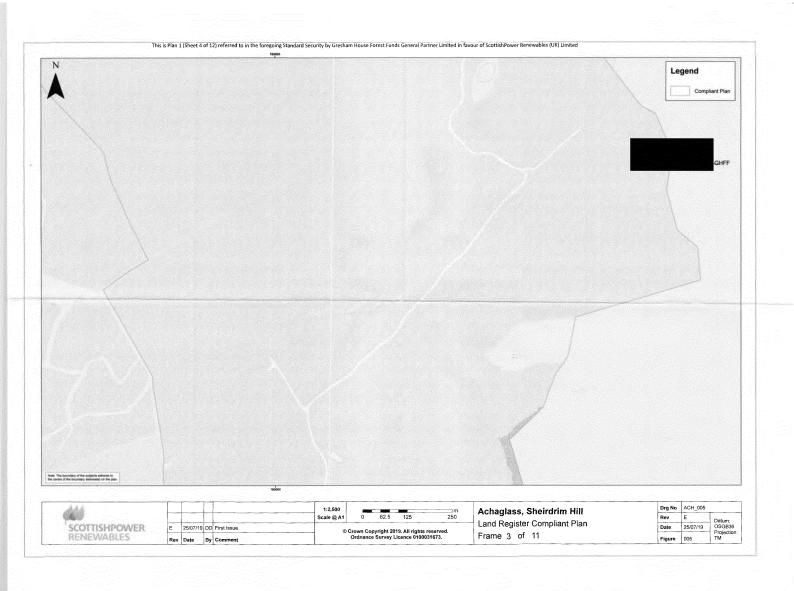
Tom ASTOR

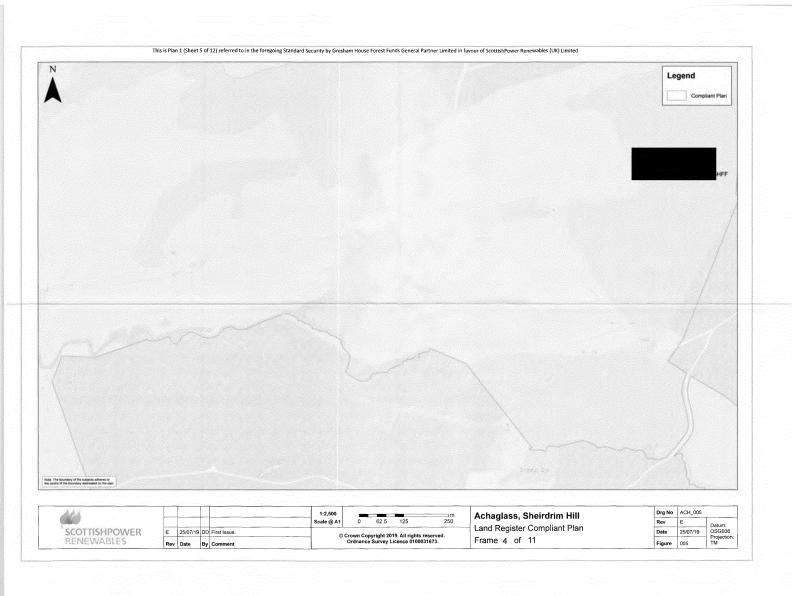


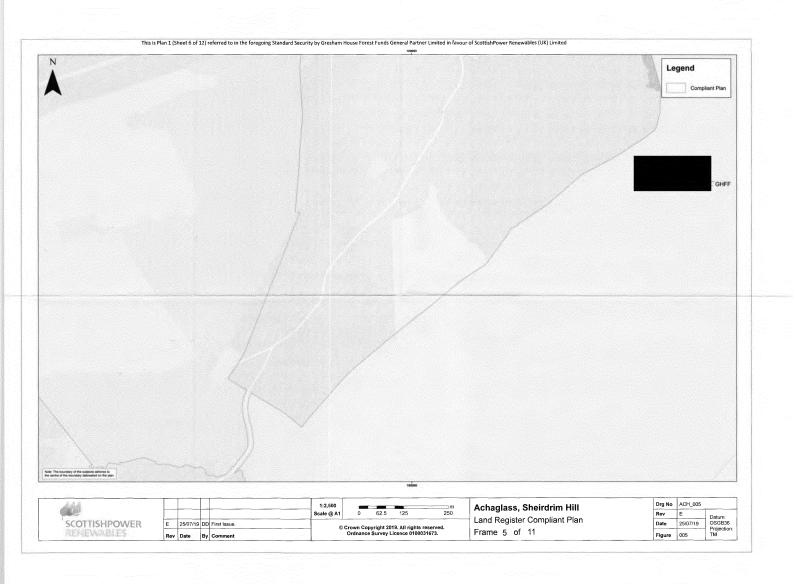


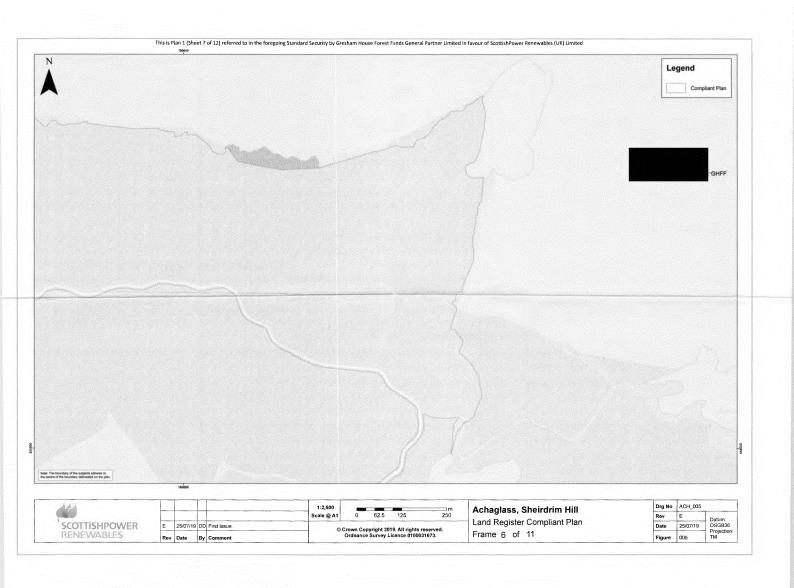


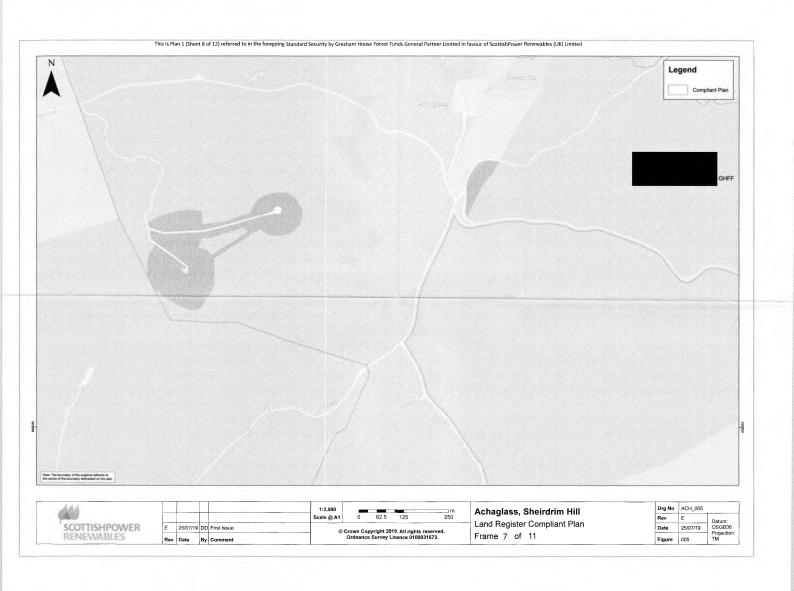


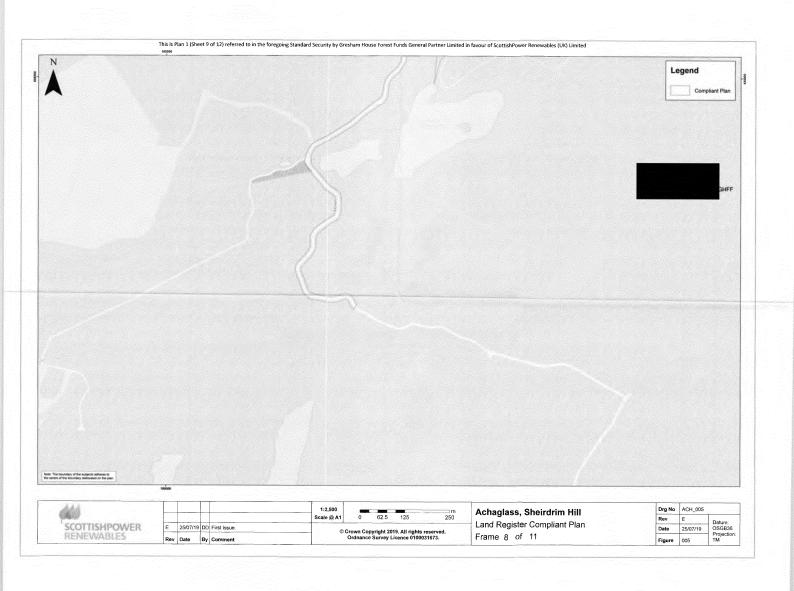


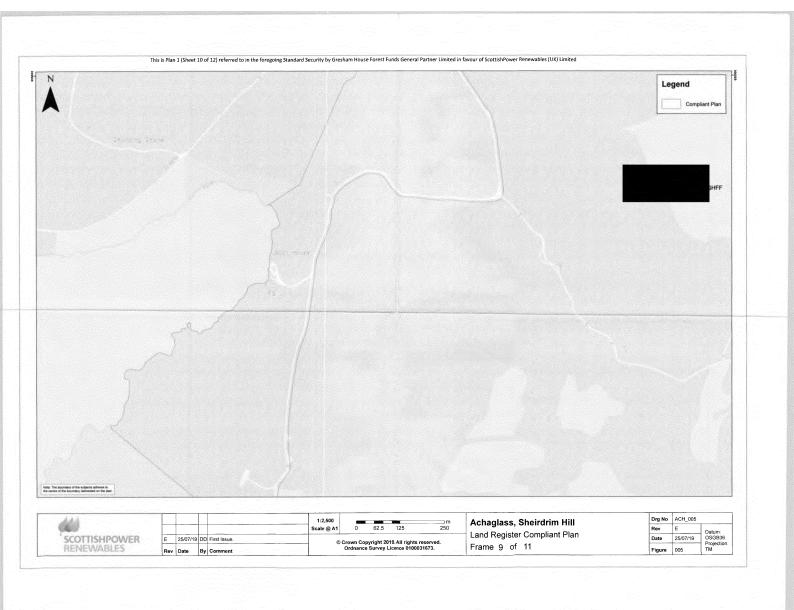


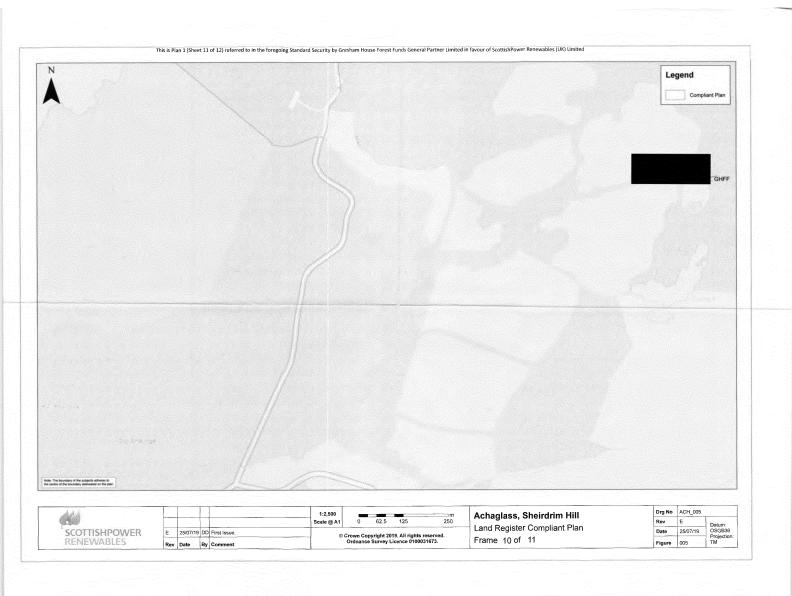


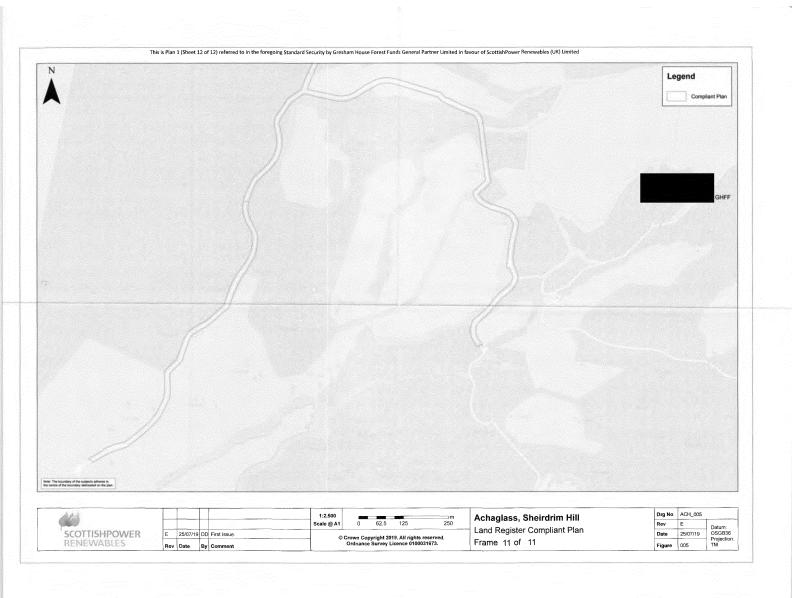


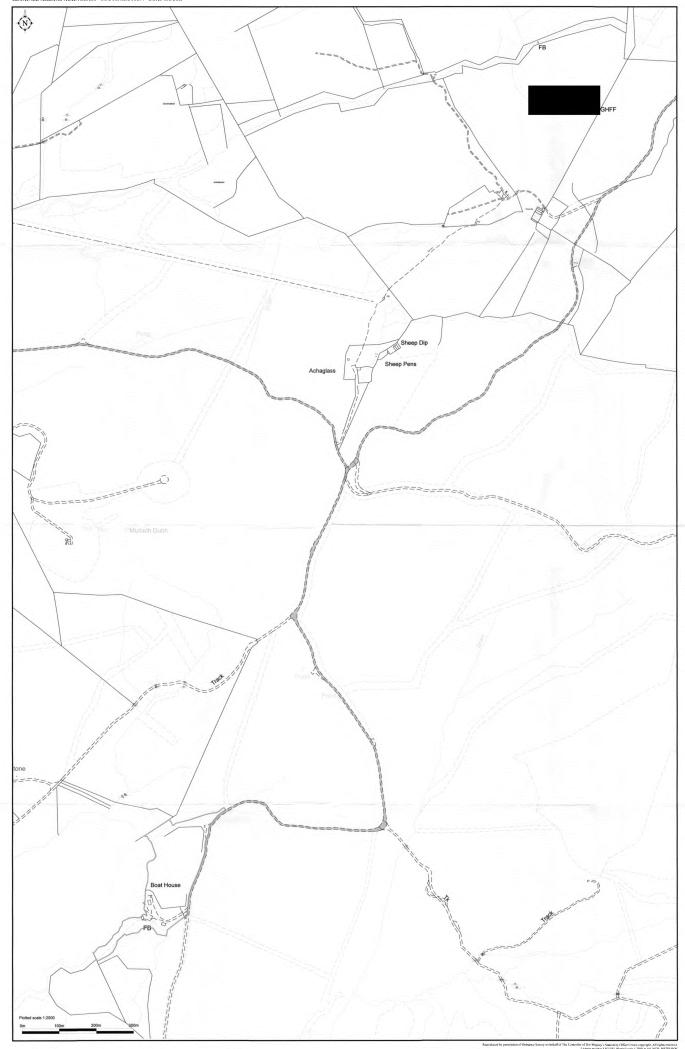


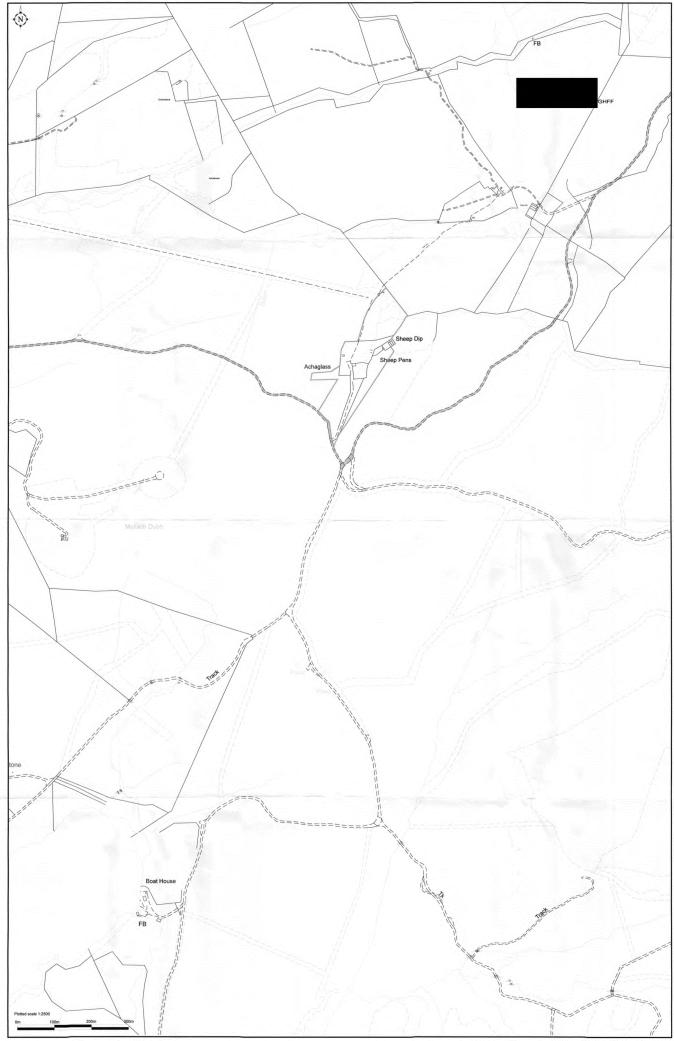












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