



Registration of a Charge

Company Name: **GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED**

Company Number: **06615249**



Received for filing in Electronic Format on the: **30/11/2021**

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Details of Charge

Date of creation: **19/11/2021**

Charge code: **0661 5249 0063**

Persons entitled: **ARTFIELD FOREST WIND FARM LTD (11756439)**

Brief description: **ALL AND WHOLE THE SUBJECTS AT ARTFIELD FOREST, NEWTON STEWART, REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WGN8129**

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: **RICHARD RENNIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615249

Charge code: 0661 5249 0063

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 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 30th November 2021 .

Given at Companies House, Cardiff on 2nd December 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**



**GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED, as General Partner
and as such trustee for GRESHAM HOUSE SUSTAINABLE TIMBER AND ENERGY LP**

and

ARTFIELD FOREST WIND FARM LTD

OPTION STANDARD SECURITY

Artfield Forest, Newton Stewart

Michael A. Burns

for and on behalf of Burness Paull LLP

at Edinburgh on 30/11/21

I certify that, save for the material redacted pursuant to
section 859G of the Companies Act 2006, this copy
instrument is a correct copy of the original instrument

WE, **GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED**, a company incorporated under the Companies Acts (Registered Number 06615249) and having its Registered Office at 5 New Street Square, London, England EC4A 3TW as General Partner and as such trustee for **GRESHAM HOUSE SUSTAINABLE TIMBER AND ENERGY LP**, a limited partnership with registered number SL007703 and having its Registered Office at 15 Atholl Crescent, Edinburgh EH3 8HA IN SECURITY of the performance by us of the obligations ad factum praestandum incumbent upon us in terms of clauses 3.1, 7, 9 and 11.2 of the agreement between (1) us, (2) **ARTFIELD FOREST WIND FARM LTD** (company number 11756439) whose registered office is at 19th Floor, 22 Bishopsgate, London, EC2N 4BQ ("**Developer**") and (3) Jack Wigglesworth, residing at [REDACTED], [REDACTED], Timothy Grey Wakeley, residing at [REDACTED], Keith Clark Brown, residing at [REDACTED], John Christopher Finch, residing at [REDACTED], [REDACTED], Dr Gregory Patrick Lorne Thomas, residing at [REDACTED], [REDACTED], and Roland William Lorne Thomas, residing at [REDACTED], [REDACTED] and their successors as partners of the Artfield Forestry Partnership, dated the same date as these presents ("**Option Contract**") HEREBY GRANT a Standard Security in favour of the Developer over ALL and WHOLE the subjects at Artfield Forest, Newton Stewart, registered in the Land Register of Scotland under Title Number WGN8129; Together with (1) the whole buildings and erections thereon, (2) the heritable fixtures and fittings therein and thereon, (3) the parts, privileges and pertinents thereof and (4) our whole right, title and interest present and future therein and thereto ("**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, 5, 6, 7, and 12; Standard Condition 9(1)(b) shall be amended to the effect that only a breach by us of our obligations under the abovementioned obligations ad factum praestandum incumbent upon us in terms of clauses 3.1, 7, 9 and 11.2 of the Option Contract (and except to the extent that our failure to comply is as a direct result of a breach by the Developer of its obligations under the Option Contract) shall be deemed to be a failure to comply with a requirement arising out of this deed; And we shall for the avoidance of doubt have unrestricted rights (subject to the Developer's rights under the Option Contract) to fell, take away and deal with 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; This Standard Security and all rights of enforcement thereof shall rank (subject to the provisions of the Option Contract) after and postponed to any and all security (whether fixed or floating), including without prejudice to the foregoing generality the AFP Security (as defined in the Option Contract), granted by us before, on or provided the same is granted (in compliance with the terms of the Option Contract) 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 Option Contract 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 our obligations under the Option Contract 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 subject as aforesaid we grant warrandice excluding therefrom (i) those parts of the Security Subjects shown (a) tinted mauve and (b) coloured in yellow on the title plan for Title Number WGN8129 and (ii) sporting lease between Scottish Woodlands Ltd authorised agents for FIM Ltd and Mr D McPhail and others dated 22, 23 and 27 November and 4, 5 and 11 December both months in the year 2019, and 8 January 2020: IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed in counterpart as follows and DELIVERED on 18 November 2021

SUBSCRIBED for and on behalf of the said GRESHAM HOUSE SUSTAINABLE TIMBER AND ENERGY LP by its General Partner GRESHAM HOUSE FOREST FUNDS GENERAL PARTNER LIMITED

at GLEBE BARN, GREAT BARNINGTON, BUCKINGHAMSHIRE

on 10/05/21

by

EDWARD CHARLES LATER
Print Full Name

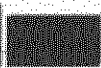



Director/Secretary/Authorised Signatory

before this witness

JOSHUA MICHAEL PHILLIPS
Print Full Name


Witness

Address



SUBSCRIBED for and on behalf of the said Artfield Forest Wind Farm Ltd

at COBHAM, SURREY

on 6 MAY 2021

by RICHARD MAREN

Print Full Name

Director/Secretary/Authorised Signatory

before this witness

DARREN HANSFORD

Print Full Name

Witness

Address

[REDACTED ADDRESS]