



Registration of a Charge

Company Name: **CAIRNHILL WINDFARM LIMITED**

Company Number: **SC341846**



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Details of Charge

Date of creation: **31/12/2021**

Charge code: **SC34 1846 0010**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description: **THE INTEREST OF CAIRNHILL WINDFARM LIMITED IN THE LEASE OF LAND AT CAIRNHILL CROFT GRANTED BY JAMES WILLIAM NORRIE IN FAVOUR OF CAIRNHILL WINDFARM LIMITED DATED 30 SEPTEMBER 2008 AND REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN107945.**

Contains negative pledge.

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: **DARREN CRAIG FOR AND ON BEHALF OF CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 341846

Charge code: SC34 1846 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st December 2021 and created by CAIRNHILL WINDFARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2022 .

Given at Companies House, Edinburgh on 6th January 2022

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

CAIRNHILL WINDFARM LIMITED

in favour of

CLOSE LEASING LIMITED

**RELATING TO
LEASE OF LAND AT CAIRNHILL CROFT, TURRIFF**

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 20 7367 2000
cms.law

REF: 135172.00313/DACM

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

WE, **CAIRNHILL WINDFARM LIMITED**, a company registered in Scotland under the Companies Acts (Registered Number SC341846), and having our registered office at Strathdeveron House, Steven Road, Huntly, AB54 8SX (the "**Granter**") CONSIDERING that pursuant to the Finance Documents entered into or to be entered into on or about the date of this Standard Security we are to grant this Standard Security; we hereby undertake to **CLOSE LEASING LIMITED**, a Company incorporated under the Companies Acts in England and Wales (Registered Number 06377532) and having their Registered Office at Olympic Court Third Avenue, Trafford Park Village, Manchester, M17 1AP (the "**Lender**") that we will pay, perform and discharge the aggregate of all present and future indebtedness, moneys, obligations and liabilities of the Granter to the Lender under the Finance Documents (including this Standard Security) or otherwise, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses (as hereinafter defined) and all interest payable under the Finance Documents (the "**Secured Liabilities**"); now therefore we hereby in security of the payment and satisfaction of the Secured Liabilities, GRANT a Standard Security in favour of the Lender over ALL and WHOLE the tenant's interest in the lease of land at Cairnhill Croft granted by James William Norrie in favour of Cairnhill Windfarm Limited dated 30 September 2008 (the "**Lease**") and registered in the Land Register of Scotland on 9 May 2011 under Title Number ABN107945 as varied by Deed of Variation of Lease by James William Norrie in favour of Cairnhill Windfarm Limited dated 1 October and effective from 12 November both months in the year 2021 and undergoing registration in the Land Register of Scotland with an application date of 17 November 2021; TOGETHER WITH (One) the whole right, title and interest of the Granter in and to the wind turbine, buildings and the whole other erections, equipment and apparatus in connection therewith from time to time on, in, under or connected with the interest hereby charged; (Two) the parts, privileges and pertinents of the interest hereby charged; (Three) the whole right, title and interest of the Granter in and to the whole heritable fittings and fixtures in and on the interest hereby charged; (Four) the whole rights of access and any other rights, whether mutual or exclusive effeiring to the interest hereby charged; (Five) the whole heritable goodwill attaching to the interest hereby charged; and (Six) the whole right, title and interest present and future of the Granter in and to the interest hereby charged (the interest in land before described and hereby charged being referred to in this Standard Security as the "**Security Subjects**").

The Standard Conditions specified in Schedule Three to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended from time to time (the "**1970 Act**") (the "**Standard Conditions**") and any lawful variation thereof operative for the time being shall apply; and we agree that the Standard Conditions shall be varied as follows:

1. Finance Documents

To the effect and extent necessary to ensure that, so far as lawful and applicable, all powers, provisions, undertakings, agreements and declarations contained in the Finance Documents relating to the Charged Property, Mortgaged Property, Secured Asset, or Property and/or the interest of the Granter therein shall so relate to the Security Subjects and the interest of the Granter herein, which the Finance Documents shall for the purposes of this Standard Security be deemed to be supplemental to and their terms incorporated by reference *mutatis mutandis* into this Standard Security and in respect of which the whole provisions thereof, so far as lawful and applicable shall be binding upon the Granter in terms of this Standard Security, under declaration that in the event of there being any inconsistency between the Standard Conditions and the provisions of the Finance Documents, the terms of the Finance Documents shall prevail as far as permitted by law.

2. Restriction on Disposals

Any sale, lease, transfer, conveyance, assignation, licence, sub-lease, sub-licence or the grant of any option or agreement to grant an option or any other disposal, whether voluntary or involuntary, of the Security Subjects or any part thereof or of any interest therein under burden of this Standard Security, or the grant of any standard security or floating charge affecting the Security Subjects or any part thereof or any interest therein during the continuance of this Standard Security, is prohibited, except with the prior written consent of the Lender or save insofar as permitted in terms of the Finance Documents and then only as provided therein, and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9.

3. Default

In addition to the events of default specified in Standard Condition 9, the Granter shall be deemed to be in default for the purposes of Standard Condition 9(1)(b) at any time after the occurrence of an Event of Default (as defined in the Facility Agreement).

4. Dealings by Lender

After the Lender has become entitled to enter into possession of the Security Subjects, the Lender shall be entitled without limitation to deal with the Security Subjects or any part or parts thereof (including, without limitation in so far as the same is not inconsistent with the terms of the Lease to grant a sub-lease or sub-leases), but that subject to the terms of the Lease and to the extent permitted in terms of the Finance Documents.

5. Undertakings

The Granter undertakes that it shall:

- 5.1 keep all the buildings, turbines and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and effects and every part thereof located in, on, under or connected with the Security Subjects in good and substantial repair and in good working order and condition, all to the extent required in terms of the Facility Agreement (after defined) and subject to the terms of the Lease, with recognisable identification markings, and not pull down or remove or sell or otherwise dispose of any of the same without the prior consent in writing of the Lender. If the Granter is at any time in default in complying with this undertaking the Lender shall be entitled but not bound to repair and maintain the same with power for the Lender, its agents and their respective employees to enter any of the Granter's property and the Security Subjects for that purpose or to inspect the same during business hours on reasonable notice, subject to the terms of the Lease. Any sum so expended by the Lender shall be repayable by the Granter to the Lender on demand together with interest at the Default Rate (being the rate then applying pursuant to Clause 10 (*Default Interest*) of in the Facility Agreement, as if the relevant amount was a Loan at the relevant time) from the date of payment by the Lender;
- 5.2 comply with the undertakings relating to the Insurances pursuant to Clause 20.35 (*Insurance*) and Schedule 4 (*Insurances*) of the Facility Agreement, and:
 - 5.2.1 the Granter shall not do or cause or permit to be done or, as the case may be, not done, and shall not fail to disclose, any matter or thing which may make any such insurance as is required by this Clause 5.2 void or voidable;
 - 5.2.2 if default shall be made by the Granter in complying with this Clause 5.2, then subject to the terms of the Facility Agreement the Lender may (but shall not be obliged to)

effect or renew any such insurance as is required by this Clause 5.2 on such terms, in such name(s) and in such amount(s) as the Lender reasonably considers appropriate. All money expended by the Lender under this provision shall be reimbursed by the Granter on demand and bear interest at the Default Rate from the date of payment by the Lender;

- 5.2.3 all moneys received or receivable by the Granter under any Insurances shall be applied in accordance with the terms of the Facility Agreement.
- 5.3 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all title conditions pertaining to the Security Subjects and all tenants' obligations under the Lease;
- 5.4 deposit with the Lender all deeds, certificates and documents constituting or evidencing title to the Security Subjects or interest or any part thereof charged by this Standard Security and all insurance policies;
- 5.5 comply with the provisions of all present or future statutes and directives pertaining to the Security Subjects and every notice, order or direction made under any of the foregoing;
- 5.6 duly and punctually observe and perform all title conditions, real burdens, servitudes and stipulations from time to time affecting the Security Subjects or the mode of user or enjoyment of the same, including without limitation access to and egress from the Security Subjects, and indemnify the Lender in respect of any breach of such covenants and/or stipulations;
- 5.7 not without the prior consent in writing of the Lender and save to the extent permitted in terms of the Facility Agreement, enter into or grant any onerous or restrictive obligations affecting the Security Subjects (including but not restricted to title conditions, real burdens or servitudes) or, make any structural or material alteration thereto, or suffer to be done on the Security Subjects anything which is "development" as defined in section 26 of the Town and Country Planning (Scotland) Act 1997 as from time to time amended, nor do or suffer or omit to be done any act matter or thing whereby any provision of any Act of Parliament, order or regulation from time to time in force affecting the Security Subjects is infringed;
- 5.8 notify the Lender as soon as it becomes aware that the landlord of any leasehold property forming part of the Security Subjects has made an election under Part 1 of schedule 10 to the Value Added Tax Act 1994 in respect of leasehold property for the time being owned by it and not without the prior written consent of the Lender to make such an election in respect of the tenants' interest in any such lease or any other property interest of the Granter;
- 5.9 notify the Lender in writing within five days of being informed of, or receiving notice of, any proposal for the compulsory acquisition of the Security Subjects;
- 5.10 use the Security Subjects only for such purpose or purposes as may for the time being be authorised as the permitted use or user of such property under or by virtue of planning legislation;
- 5.11 not make or permit to be made any alterations or additions to the Security Subjects (or any part thereof) which would be reasonably likely to materially adversely affect the value of the Security Subjects;
- 5.12 within five days after the receipt by the Granter of any application, requirement, direction, proposal, order or notice served or given by any public or local or any other authority (including without limitation any made pursuant to planning or environmental legislation) with respect to the Security Subjects (or any part thereof), whether relating to compulsory acquisition,

development or otherwise, send a copy of it and accompanying material to the Lender and also within five days after demand from the Lender inform it of the steps taken or proposed to be taken by the Granter to comply with any requirement made in it or implicit in it and (if the Lender requires) to contest or appeal any such application, requirement, direction, proposal order or notice and to take all necessary steps without delay to comply with or make objections or representations as to the same;

- 5.13 not negotiate, waive or settle any claim for compensation (whether payable under any Act of Parliament or otherwise) in respect of the compulsory acquisition of the Security Subjects or reduction in the value of the Security Subjects;
- 5.14 not, except with the prior written consent of the Lender or as permitted under the Facility Agreement, make or authorise the making of any application for planning permission in respect of the Security Subjects or any part of them;
- 5.15 not, except with the prior written consent of the Lender or as permitted under the Facility Agreement, grant or agree to grant or enter into (whether in exercise or independently of any statutory power) any lease or sub-lease in relation to the Security Subjects or any part of them or vary, terminate or accept a surrender of any lease save where it is being granted pursuant to any statutory rights of renewal and, prior to such grant, having provided full details of such grant or proposed grant to the Lender and without limiting the foregoing:
 - 5.15.1 not exercise or agree to exercise the statutory or other powers of making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy the Security Subjects;
 - 5.15.2 not cancel, surrender, renounce, assign or permit to be forfeited or irritated any lease or any part of any lease (including the Lease), credit sale, hire purchase, leasing, rental licence or the like agreements the tenant's interest in which comprises the Security Subjects or otherwise comprising, relating to or affecting the Security Subjects or any material equipment or structures on them or agree to do so whether such lease is held by the Granter or is superior to it or is derived out of the Granter's interest therein and not sub-let or permit to be cancelled, surrendered, renounced, assigned, sub-let or charged the whole or any part of the property comprised in such a lease or agree to do so and if any part of the Security Subjects is tenanted serve all notices necessary to ensure that the right to recover rents or other fixed charges payable under any leases are preserved and otherwise manage the Security Subjects and such property in a proper and efficient manner and not vary or release any undertaking or obligation contained in any lease or licence, credit sale, hire purchase, leasing, rental licence or the like agreements relating to or affecting the Security Subjects or any material equipment or structures on them;
- 5.16 not waive or vary nor permit to be waived or varied the terms of any of the documents (including the Lease) the tenant's interest in which comprises the Security Subjects or otherwise relating to, benefiting or affecting the Security Subjects; and
- 5.17 use reasonable endeavours to enforce the obligations of the landlord in terms of the Lease.

6. Lender Rights

If the Granter shall fail to satisfy the Lender that it has performed any of its obligations under clause 5 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a heritable creditor in possession and the monies expended by the Lender shall be reimbursed by the Granter on

demand and until so reimbursed shall carry interest at the Default Rate or chargeable in accordance with the Facility Agreement from the date of payment to the date of reimbursement.

7. Power of Attorney

7.1 The Granter, by way of security for its obligations under this Standard Security, irrevocably appoints the Lender to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

7.1.1 carrying out any obligation imposed on the Granter by this Standard Security; and

7.1.2 enabling the Lender to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Standard Security or by law (including the exercise of any right of a proprietor of the Security Subjects).

7.2 The Granter shall ratify and confirm whatever any attorney does or purports to do pursuant to the appointment in clause 7.1 above.

8. Certificate

8.1 Any certificate signed by any manager or officer of the Lender as to the amount due or owing (a “**Certificate**”) will be conclusive evidence of the matters to which it relates and shall (in the absence of manifest error) be binding and conclusive upon the Granter.

9. Assignment

9.1 The Granter may not assign, charge or transfer all or any of its rights under this Standard Security.

9.2 The Lender may assign, charge or transfer all or any of its rights under this Standard Security without the consent of the Granter. The Lender may disclose any information about the Granter and this Standard Security as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

10. Governing Law and Jurisdiction

Governing law

10.1 This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by the law of Scotland.

Jurisdiction

10.2 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security, including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security (a “**Dispute**”).

10.3 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly they will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

- 10.4 Clauses 10.2 and 10.3 (*Jurisdiction*) above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

DECLARING THAT:

- (One) Words and expressions (including without limitation “Finance Document” and “Finance Documents”) defined in the term and incremental facilities agreement entered into between *inter alios* (1) BEGL 5 Limited as borrower and (2) the Lender as lender originally dated 8 April 2020 and as further amended and restated by way of an amendment and restatement deed on or about the date of this Standard Security (the “**Facility Agreement**”), shall, unless the context otherwise requires or unless stated otherwise or specifically defined herein, have the same meaning in this Standard Security, and, unless in conflict with the definitions used in the Facility Agreement (in which case the words used in the Facility Agreement shall prevail) words and expressions which are incorporated in the foregoing variations of the Standard Conditions and which are defined in the 1970 Act shall be deemed to be so defined for the purposes of the foregoing variations also;
- (Two) “Expenses” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Security Subjects or the Secured Liabilities; or in taking holding or perfecting this Standard Security or in protecting, preserving, defending or enforcing the security constituted by this Standard Security; or in exercising any rights, powers or remedies provided by or pursuant to this Standard Security (including any right or power to make payments on behalf of the Granter under the terms of this Standard Security); or by law, in each case on a full indemnity basis;
- (Three) In this Standard Security any reference to a Finance Document or to any other agreement or document (including without limitation the Facility Agreement) shall be deemed to be or to include a reference to that Finance Document or other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same: (1) there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable; (2) any additional further or substituted facility to or for such facility is provided; (3) any rate of interest, commission or fees or relevant purpose is changed; (4) the identity of the parties is changed; (5) the identity of the providers of any security is changed; (6) there is an increased or additional liability on the part of any person; or (7) a new agreement is effectively created or deemed to be created;
- (Four) Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law and if at any time one or more of the provisions of this Standard Security shall be unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby and the provision or provisions affected by such unenforceability shall be given effect in all respects other than that in which it is/they are unenforceable; and
- (Five) Any reference to the Lender shall include its successors and its assignees;

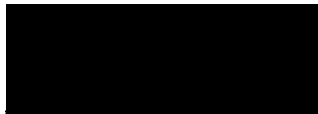
AND WE GRANT WARRANTICE; and we consent to registration hereof and of any Certificate for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the six preceding pages are subscribed as follows:

For and on behalf of
CAIRNHILL WINDFARM LIMITED
by:

..... *Ross Bolton*
Full name of Director/ Company Secretary/
~~Authorised Signatory~~

..... 
Signature of Director/ Company Secretary/
~~Authorised Signatory~~

In the presence of:

Signature of witness: ..  ..

Name: *DAVID TRETHOWAN*

Address: *Legal Director*
David Trethowan, Senior Associate
Pinsent Masons LLP London
30 Crown Place, London EC2A 4ES
.....

At: *London*

On: *21st December 2021*

21 DECEMBER 2021