



Registration of a Charge

Company name: **FIM FOREST FUNDS GENERAL PARTNER LIMITED**

Company number: **06615249**

Received for Electronic Filing: **25/02/2020**



X8ZJB4ER

Details of Charge

Date of creation: **14/02/2020**

Charge code: **0661 5249 0052**

Persons entitled: **BROOKFIELD RENEWABLE UK LIMITED**

Brief description: **THE ACCESS SITE STANDARD SECURITY IS RELATIVE TO THE ACCESS SITE OPTION AND IS OVER THE WHOLE SUBJECTS AT HARTWOOD (OTHERWISE HARTWOOD HILL) BY DOUGLAS IN THE COUNTY OF LANARK, REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN30269**

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:

SHEPHERD AND WEDDERBURN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615249

Charge code: 0661 5249 0052

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

Given at Companies House, Cardiff on 26th February 2020

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



SHEPHERD+ WEDDERBURN

STANDARD SECURITY

by

FIM Forest Funds General Partner Limited as General Partner
of and as such as Trustee for FIM Forest Fund I LP

in favour of

Brookfield Renewable UK Limited

Property: Access Site, Hartwood Hill, Lanark

November 2019

We, FIM FOREST FUNDS GENERAL PARTNER LIMITED a company incorporated under the Companies Acts (Company Number 06615249) and having its registered office formerly at Glebe Barn, Great Barrington, Burford, Oxon and now at 5 New Street Square, London, England, EC4A 3TW as General Partner of and as such as Trustee for FIM Forest Fund I LP (otherwise FIM Forest Fund 1 LP) a Limited Partnership (Registered Number SL006597) and having its principal place of business at 15 Atholl Crescent, Edinburgh EH3 8HA ("**the Landowner**"), in security of the obligations *ad factum praestandum* undertaken by the Landowner in terms of Clauses 7.5 (other than the notice requirements, performance of which is not secured), 10.5 and 10.6 of an Option Agreement between the Landowner and BROOKFIELD RENEWABLE UK LIMITED, a company incorporated in England and Wales (Company Number 06636519) and having its registered office formerly at 99, Bishopsgate, London, EC2M 3XD and now at Level 25, 1 Canada Square, London E14 5AA, relating to a proposed wind farm development, said Option Agreement dated on or around the date or dates hereof, DO HEREBY GRANT a standard security in favour of the said Brookfield Renewable UK Limited over ALL and WHOLE the subjects known as and forming Hartwood (otherwise Hartwood Hill) by Douglas in the County of Lanark, being the whole subjects registered in the Land Register of Scotland under Title Number LAN30269 (but excluding for the avoidance of doubt from the subjects hereby secured any timber or other crop felled or otherwise); 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 under exception of standard conditions 1 to 7 (inclusive), standard conditions 9 (1)(c), 9 (2) and 12; Declaring also that, with regard to standard conditions 9 and 10, the only applicable event of default shall be a material breach of any of the Landowner's obligations *ad factum praestandum* in terms of said Clauses of the said Option Agreement; And 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 subjects hereby secured and to apply for and receive forestry grants, all without any requirement to make payment to the said Brookfield Renewable UK Limited; This security hereby granted and all rights of enforcement thereof shall rank after and postponed to any and all security (whether fixed or floating (but in the case of any floating charge, only where the said Brookfield Renewable UK Limited has consented in writing to such floating charge ranking prior to this security)) granted by the Landowner to a bank or other reputable organisation before, on or after the date hereof, and all rights of enforcement thereunder provided that the holder of any security granted after the date hereof (i) consents to the terms of the aforesaid Option Agreement and (ii) undertakes not to dispoise or otherwise deal with the subjects hereby secured or any part thereof by virtue of their power of sale without taking the purchaser bound to implement the Landowner's obligations under the said Option Agreement in respect of the subjects hereby secured 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 (subject as aforesaid in the case of any floating charge); And the said Brookfield Renewable UK Limited, by its acceptance hereof, undertakes to deliver to us or our successors a discharge (or deed of restriction if appropriate) of these presents forthwith upon the occurrence of the following, namely (One) whichever is the earliest of (a) upon demand being made by us at any time after the termination or expiry of the said Option Agreement and (b) the later of (i) exercise of the option provided for in the said Option Agreement and (ii) 21 days after delivery to the said Brookfield Renewable UK Limited of the Lease validly executed by the Landowner and (c) upon the registration of the Lease (as defined in the said Option Agreement) of the subjects hereby secured or part thereof and (Two) on the date of entry following the Landowner disposing of the heritable interest in the subjects hereby secured (or part thereof) and the new owner granting to the said Brookfield Renewable UK Limited a replacement standard security over the subjects hereby secured (or such relevant part); And the Landowner grants warrandice under exception of Sporting

Lease between (One) FIM Forest Fund 1 LP (otherwise FIM Forest Fund I LP) (as Landlord) and (TWO) J Govan, K Fraser, G Hannah, R Kuzvetsov, R McCuaig, K Cameron, P Davidson, T Jamieson, T Gardiner, Dr S Mahmud, C McMillan, B Murphy, Dr A Wylie, A Grieve, Dr R McGee, Dr S Milne, E Rodgers and Dr R Young (as Tenants) dated 4 April 2019 and other dates and under exception of any future security as aforesaid and under exception of any servitudes disclosed in the title deeds for the subjects hereby secured and under exception of any leases and agreements (i) intimated to the said Brookfield Renewable UK Limited or its solicitors prior to the last date of execution of the said Option Agreement and (ii) permitted in terms of the said Option Agreement: IN WITNESS WHEREOF these presents consisting of this and the preceding page have been subscribed as follows:

Subscribed for and on behalf of)
 FIM FOREST FUNDS GENERAL)
 PARTNER LIMITED as General Partner)
 of and as such Trustee for FIM Forest)
 Fund I LP (otherwise FIM Forest Fund 1)
 LP)

acting by [DIRECTOR] [SECRETARY]
~~[AUTHORISED PERSON]~~
 at *Glebe Barn*
 on *29/11/19*

[Director] [Secretary] [Authorised Person]

Stephen Beck

in the presence of:

Witness Signature:

Name:

Address:

Alexandra Langley
Glebe Barn
Great Barrington
Oxon, OX18 7JH

Subscribed for and on behalf of)
 BROOKFIELD RENEWABLE UK)
 LIMITED)

acting by [DIRECTOR] [SECRETARY]
~~[AUTHORISED PERSON]~~

at *One Canada Square*
 on *27/1/2020*

[Director] [Secretary] [Authorised Person]

in the presence of:

Witness Signature:

Name: *Kate O'Sullivan*

Address: *Level 25, One Canada Square*
London, E14 5AA