



Registration of a Charge

Company Name: **LDV HARBURNHEAD LIMITED**

Company Number: **SC420122**



Received for filing in Electronic Format on the: **16/06/2021**

XA6RHZ7C

Details of Charge

Date of creation: **04/06/2021**

Charge code: **SC42 0122 0017**

Persons entitled: **BAYERISCHE LANDESBANK AS SECURITY TRUSTEE**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST UNDER THE LEASE OF SUBJECTS AT HARBURNHEAD WOODLANDS, WEST CALDER MADE BETWEEN HARBURNHEAD LIMITED AND LDV HARBURNHEAD LIMITED AND DATED 2 AND 9 SEPTEMBER 2015 THE TENANT'S INTEREST UNDER WHICH THE LEASE IS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID164417.**

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: **DAVID MORTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 420122

Charge code: SC42 0122 0017

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th June 2021 and created by LDV HARBURNHEAD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2021 .

Given at Companies House, Edinburgh on 16th 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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I CERTIFY THAT, SAVE FOR THE MATERIAL
REDACTED PURSUANT TO s.859G OF THE
COMPANIES ACT 2006, THIS IS A TRUE,
COMPLETE AND CORRECT COPY OF THE
ORIGINAL INSTRUMENT

DATE 16 June 2021_____

SIGNED 
DLA PIPER SCOTLAND LLP

STANDARD SECURITY

by

LDV HARBURNHEAD LIMITED

in favour of

BAYERISCHE LANDESBANK
(as Security Trustee)

Subjects: Subjects at Harburnhead Windfarm, West Calder

WE, **LDV HARBURNHEAD LIMITED**, incorporated in Scotland under the Companies Acts (Company Number SC420122) and having our Registered Office at 13 Queen's Road, Aberdeen AB15 4YL (the "**Chargor**") CONFIRM and DECLARE that, in this Standard Security:

- (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meaning as are attributed to them under the Facilities Agreement (as hereinafter defined);
- (b) any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;
- (c) any word importing the singular shall include the plural and vice versa;
- (d) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (as hereinafter defined) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to "this Agreement" are construed to be references to this Standard Security;
- (f) any agreements, undertakings and security given or implied by more than one person shall be assumed to be given jointly and severally by all such persons;
- (g) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (h) the following words and expressions shall have the respective meanings given to them, namely:

"**1970 Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being;

"**Facilities Agreement**" means the facilities agreement dated on or around the date of this Standard Security and made between (1) the Chargor (as Borrower), (2) LDV Harburnhead Holdings Limited (as Holdco), (3) Bayerische Landesbank (as Mandated Lead Arranger), (4) the financial institutions listed therein (as Original Lenders), (5) Bayerische Landesbank (as Original Hedging Counterparty), (6) Bayerische Landesbank (as DSRA Account Bank), (7) Bayerische Landesbank (as Agent) and (8) the Security Trustee, pursuant to which the Original Lenders agreed to make certain facilities available to the Chargor as Borrower;

"**Finance Document**" has the meaning given to it in the Facilities Agreement;

"**Finance Parties**" has the meaning given to it in the Facilities Agreement and "Finance Party" shall be construed accordingly;

"Lender" means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Facilities Agreement;

"Obligors" has the meaning given to it in the Facilities Agreement;

"Original Lenders" means the financial institutions listed in Schedule 1 of the Facilities Agreement as original lenders;

"Property" means ALL and WHOLE the subjects described in the Schedule;

"Schedule" means the schedule annexed to this Standard Security;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligors to any Secured Party under or pursuant to any Finance Document, (including all monies obligated to be paid under this Standard Security);

"Secured Parties" has the meaning given to that term in the Facilities Agreement;

"Security Trustee" means Bayerische Landesbank of 120 London Wall London EC2Y 5ET as trustee for the Secured Parties, which expression shall include any successor acting as such trustee appointed from time to time.

And WE, the Chargor, HEREBY in security of the Secured Obligations GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE the Property; DECLARING THAT:

1. The Standard Conditions specified in Schedule 3 to the 1970 Act shall apply, but the Chargor agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the terms of the Facilities Agreement. If there is any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail to the extent of that inconsistency.
2. The whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Property shall be incorporated and held to be repeated in this Standard Security *mutatis mutandis*.
3. If the Security Trustee enters into possession of the Property, the Security Trustee will be entitled (if the Security Trustee thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within fourteen days of the Security Trustee entering into possession, without the Security Trustee being liable for any loss or damage caused by the exercise of this power. The Security Trustee will, though, be obliged to account for the proceeds of any such sale after deducting all expenses incurred by the Security Trustee in relation to such furniture, goods, equipment or other moveable property.
4. The Chargor shall not:
 - 4.1 create, or agree to create, any subsequent security or charge over the Property or any part of it (other than any Permitted Security (as defined in the Facilities Agreement)); or
 - 4.2 assign, convey or otherwise transfer the Property or any part of it to any person;

- 4.3 in each case without the prior written consent of the Security Trustee, which consent, if granted, may be granted subject to such conditions as the Security Trustee may see fit to impose.
5. Without prejudice to the effect of section 13(1) of the 1970 Act (and the foregoing provisions of this Standard Security), if any Finance Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Finance Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Finance Party and to open a new account or accounts in place of it or them. If the Finance Party does not do so, the Finance Party shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Finance Party shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Finance Party at the time when the Finance Party received the notice. If the Chargor shall have more than one account with any Finance Party, the Finance Party may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.
6. For the purposes of Standard Condition 9 of Schedule 3 to the 1970 Act, the Chargor shall be held to be in default in addition to the grounds specified in the said Standard Condition 9 on the occurrence of an Event of Default.
7. The Security Trustee may at any time (without notice or consent) assign this Standard Security to any person. In case of any such assignment, the assignee shall have the benefit of all the obligations of the Chargor and the provisions contained in this Standard Security and may at any time after the assignment exercise all rights and remedies of the Security Trustee for securing the Secured Obligations.
8. A certificate signed by an authorised signatory on behalf of the Security Trustee as to the amount of the Secured Obligations shall, except in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Standard Security.
9. The Chargor shall, at its own expense, take whatever action the Security Trustee may require for perfecting or protecting the security intended to be created by this Standard Security.
10. Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law. If at any time one or more of the provisions of this Standard Security shall be or become 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 by that and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is or they are unenforceable.
11. No failure or delay by the Security Trustee or any of the Finance Parties in exercising any right, power or remedy provided by this Standard Security or by law shall operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy shall prevent further exercise of that or any other right, power or remedy.
12. The following provisions of this clause 12 shall apply (to the extent specified) to any demands, notices or other communications to be given by the Security Trustee to the Chargor under this Standard Security:
- 12.1 Clause 12.2 of this Standard Security applies only to demands, notices or other communications for which the procedure for service is not laid down by the 1970 Act. In particular, clause 12.2

of this Standard Security does not apply to the service of Calling-up Notices or default notices under the 1970 Act;

- 12.2 subject to the foregoing clause 12.1 any demand, notice or other communication to be given by the Security Trustee to the Chargor under this Standard Security shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) to the address and for the attention of the relevant party set out in clause 13 (or as otherwise notified by the Chargor). Any such demand, notice or other communication shall be deemed to have been received by the Chargor:

12.2.1 if delivered personally, at the time of delivery;

12.2.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

12.2.3 in the case of registered airmail, five days from the date of posting,

provided that if deemed receipt occurs before 9.00 am on a Business Day the demand, notice or other communication shall be deemed to have been received at 9.00 am on that day and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the demand, notice or other communication shall be deemed to have been received at 9.00 am on the next Business Day. For the purpose of this clause, "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the demand, notice or other communication is left or sent.

13. The address of the Chargor for the purposes of clause 12.2 is:

address: LDV Harburnhead Limited, c/o Gresham House Asset Management Limited, Glebe Barn, Great Barrington, Burford, Oxon, OX18 4US

for the attention of: Wayne Cranstone, Director

or such other address as may be notified in writing from time to time by the Chargor to the Security Trustee.

Any demand, notice or other communication given under this Standard Security shall not be validly served if sent by e-mail.

14. The Chargor consents to the registration of this Standard Security and of any certificate referred to in clause 8 above for preservation.

This is the Schedule referred to in the foregoing Standard Security granted by LDV Harburnhead Limited in favour of Bayerische Landesbank as Security Trustee for the Finance Parties in respect of subjects at Harburnhead Woodlands, West Calder

ALL and WHOLE the tenant's interest under the lease of subjects at Harburnhead Woodlands, West Calder made between Harburnhead Limited and LDV Harburnhead Limited and dated 2 and 9 September 2015 the tenant's interest under which the lease is registered in the Land Register of Scotland under Title Number MID164417.

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For and on behalf of the Chargor