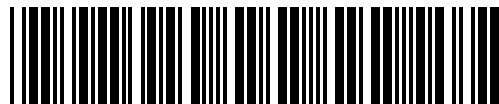




Registration of a Charge

Company Name: **TOGETHER ENERGY LIMITED**

Company Number: **SC533489**



Received for filing in Electronic Format on the: **01/12/2021**

XAIG0GZS

Details of Charge

Date of creation: **23/11/2021**

Charge code: **SC53 3489 0006**

Persons entitled: **WARRINGTON BOROUGH COUNCIL**

Brief description:

Contains fixed charge(s).

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: **DAC BEACHCROFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 533489

Charge code: SC53 3489 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd November 2021 and created by TOGETHER ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2021 .

Given at Companies House, Edinburgh 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

DATED

23 November

2021

(1) TOGETHER ENERGY LIMITED

- and -

(2) WARRINGTON BOROUGH COUNCIL

**ASSIGNATION IN SECURITY
BANK ACCOUNT**

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THIS ASSIGNATION IN SECURITY is made on 23 November 2021

- (1) **TOGETHER ENERGY LIMITED**, incorporated in Scotland with company number SC533489 whose registered office is at Erskine House, North Avenue, Clydebank Business Park, Clydebank, Dunbartonshire, Scotland, G81 2DR (the "**Chargor**"); and
- (2) **WARRINGTON BOROUGH COUNCIL** a local authority (within the meaning of section 936 of the Income Tax Act 2007) whose principal office is at East Annexe, Town Hall, Sankey Street, Warrington, WA1 1UH (the "**Chargee**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assigation in Security:

- (a) terms defined in, or construed for the purposes of, the Loan Note Instrument (as defined below) (including by reference to the Loan Facility Agreement (as defined below)) have the same meanings when used in this Assigation in Security (unless the same are otherwise defined in this Assigation in Security); and
- (b) the following terms have the following meanings:

"**Account Balance**" means all monies at any time standing to the credit of the Security Account and:

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account; and
- (b) all rights to repayment of any of the same;

"**Account Bank**" means Bank of Scotland, or such other bank with which a Security Account is maintained from time to time, as approved by the Chargee;

"**Default Rate**" means 2% per annum;

"**Event of Default**" shall take the meaning from the Loan Note Instrument;

"**Existing Floating Charge**" means the Scots law governed floating charge security agreement dated 26 October 2020 and entered into between the Chargor and the Chargee;

"**Existing Security**" means:

- (a) the Existing Floating Charge; and
- (b) the Existing Share Charge;

"**Existing Share Charge**" means the English law governed charge over shares dated 30 October 2020 and entered into between the Chargor and the Chargee;

"Finance Documents" means:

- (a) the "Financing Documents" as defined in the Loan Note Instrument; and
- (b) the "Finance Documents" as defined in the Loan Facility Agreement;

"Loan Facility Agreement" means the revolving facility agreement dated on or about 26 October 2020 and entered into between the Chargor (as borrower) and the Chargee (as lender) as amended, restated, novated or replaced from time to time, however fundamentally;

"Loan Note Instrument" means the loan note instrument issued by the Chargor on or around the date of this Deed constituting £4,000,000 secured redeemable loan notes due 2022;

"Party" means a party to this Assignment in Security;

"Permitted Security" shall take the meaning from the Loan Note Instrument;

"Secured Obligations" means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due and owing by the Chargor to the Chargee from time to time, including without limitation, under or pursuant to the Finance Documents and/or this Assignment in Security, in each case, together with all interest accruing on such monies, obligations or liabilities and all costs, charges and expenses incurred by the Chargee, including without limitation pursuant to any of the Finance Documents and/or or this Assignment in Security;

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security; and

"Security Account" means the following account held with the Account Bank:

Sort code: [REDACTED]

Account number: [REDACTED]

and any other account established pursuant to the Loan Facility Agreement, together with:

- (a) any agreements (whether oral, written or implied) or instruments entered into in the constitution of the rights and obligations of the Chargor and the Account Bank in relation to the Security Account;
- (b) any agreements (whether oral, written or implied) or instruments entered into in substitution therefor or for such substituted agreement or instrument;
- (c) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (d) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account).

1.2 Construction

- (a) The provisions of clause 1 (*Definitions and Interpretation*) of the Loan Facility Agreement apply to this Assignment in Security as though they were set out in full in

this Assignment of Security except that references to the Loan Facility Agreement are to be construed as references to this Assignment in Security.

- (b) To the extent any provision of this Assignment in Security conflicts or is inconsistent with the terms of the Loan Facility Agreement, the provisions of the Loan Facility Agreement will prevail.

1.3 Third Parties

This Assignment in Security does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Assignment in Security or otherwise.

2. OBLIGATION TO PAY

The Chargor undertakes to the Chargee that it will pay or discharge the Secured Obligations when they fall due.

3. GRANT OF SECURITY

3.1 Nature of security

All Security created or made by or pursuant to this Assignment in Security are created or made:

- (a) in favour of the Chargee;
- (b) as continuing security for payment of the Secured Obligations.

3.2 Security assignment

The Chargor assigns and agrees to assign by way of security to the Chargee all its present and future right, title and interest in and to the Security Account and the Account Balance.

4. PERFECTION OF SECURITY

4.1 Notice of Assignment to Account Bank

Immediately following the execution of this Assignment in Security the Chargor shall deliver to the Chargee a duly completed notice addressed to the Account Bank in the form set out in the Schedule (*Form of notice to and acknowledgement from Account Bank*) (or in such other form as the Chargee shall agree) and the Chargor shall co-operate with the Chargee in procuring that the Chargee receives an acknowledgement and agreement from the Account Bank in the form contemplated thereby.

5. CONTINUING SECURITY

5.1 Continuing security

This Assignment in Security shall be a continuing security irrespective of any intermediate payment or satisfaction of the Secured Obligations or any of them.

5.2 Additional and separate security

This Assignment in Security shall be without prejudice and in addition to any other security which may at any time be held by the Chargee from the Chargor or any other person in

respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.

5.3 Right to enforce

This Assignment in Security may be enforced against the Chargor without the Chargee first having recourse to any other right, remedy, guarantee or Security held by or available to it.

6. LIABILITY OF THE CHARGOR RELATING TO THE SECURITY ACCOUNT

Notwithstanding anything contained in this Assignment in Security or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Account. The Chargee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of such condition or obligation.

7. ADDITIONAL SECURITY PROVISIONS

- 7.1 The Chargor hereby undertakes and warrants to the Chargee in respect of the Security Account that it will comply with its obligations under the Finance Documents in respect of the Security Account.
- 7.2 Unless the Chargee shall otherwise notify the Chargor in writing, the Chargee shall have sole signing rights to the Security Account.
- 7.3 No withdrawals may be made from the Security Account without the prior consent of the Chargee.
- 7.4 The Chargee shall, in accordance with the terms of the Finance Documents, authorise the withdrawal of sums standing to the credit of the Security Account to meet the loan repayment obligations in accordance with the Finance Documents.
- 7.5 On repayment in full of all amounts accrued or outstanding under the Finance Documents and on being satisfied no sums are capable of becoming owing under the Finance Documents, the Chargee shall forthwith transfer any balance standing to credit of the Security Account to such account as the Chargor may require.

8. UNDERTAKINGS BY THE CHARGOR

8.1 Restrictions on dealing

The Chargor shall not without the prior written consent of the Chargee create or permit to subsist any Security on the Security Account or the Account Balance other than Permitted Security.

8.2 Information

The Chargor shall provide the Chargee with all information which it may reasonably request in relation to the Security Account or the Account Balance.

8.3 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of the Security Account or the Account Balance (or make any omission which has such an effect).

9. POWER TO REMEDY

9.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Assignment in Security, the Chargee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Chargee and its employees and agents by way of security to do all things (including entering the property of the Chargor) which are necessary to rectify that default.

9.2 Monies expended

The Chargor shall pay to the Chargee on demand any monies which are expended by the Chargee in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Chargee (both before and after judgment).

10. ENFORCEMENT

10.1 When enforceable

This Security created by this Assignment in Security shall become enforceable on the occurrence of an Event of Default and shall remain so for as long as such Event of Default is continuing unremedied or unwaived.

10.2 Powers of Chargee

At any time after the Security becomes enforceable in accordance with clause 10.1, the Chargee may without further notice (unless required by law):

- (a) demand and receive all and any monies due under or arising out of the Security Account and/or the Account Balance; and/or
- (b) withdraw, apply, transfer or set off all or any part of the Account Balance to make payment or other discharge of any Secured Obligation; and/or
- (c) sell or otherwise dispose of all or any part of the Security Account or the Account Balance; and/or
- (d) exercise in relation to the Security Account or the Account Balance (or any part of them) all such powers and rights as it would be capable of exercising if it were the absolute owner of the Security Account or the Account Balance; and/or
- (e) give valid receipts for the Account Balance and do all such other things as may seem to it to be incidental or conducive to any other power vested in it or necessary or desirable for the realisation of the Security Account or the Account Balance.

10.3 No liability

The Chargee shall not be liable (A) in respect of all or any part of the Security Account or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its powers (unless such loss or damage is caused by its gross negligence or wilful misconduct).

10.4 Protection of third parties

No person (including a purchaser) dealing with the Chargee will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Chargee is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Finance Documents or this Assignment in Security; or
- (d) how any money paid to the Chargee is to be applied.

11. APPLICATION OF PROCEEDS

Application

- 11.1 The Chargee shall apply moneys received or recovered by it in the exercise of any powers conferred by this Assignment in Security, to the extent permitted by applicable law, in the following order of priority:

- (a) in or towards the discharge of the Secured Obligations in any order; and
- (b) then, in the payment of any surplus to the Chargor or other person entitled to it.

Contingencies

- 11.2 If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Chargee may pay the proceeds of any recoveries effected by it into a blocked suspense account.

12. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action the Chargee may require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Assignment in Security; and
- (b) facilitating the realisation of any Security Account or the exercise of any right, power or discretion exercisable by the Chargee in respect of any Security Account,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Chargee or to its nominees, the giving of any notice, order or direction and the making of any registration, which in any such case, the Chargee may think expedient.

13. POWER OF ATTORNEY

The Chargor irrevocably appoints the Chargee to be its attorney to take any action, acting in its own interest and in its own name, which the Chargor is obliged (but has failed to do so) to take under this Assignment in Security, including under clause 12 (*Further Assurances*). The Chargor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this clause. The appointment contained in this clause will be effective immediately but shall be exercisable only after the occurrence of an Event of Default which is continuing.

14. PAYMENTS

14.1 Payments

All payments to be made by the Chargor in respect of this Assignment in Security shall be made:

- (a) in immediately available funds to the credit of such account as the Chargee may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

15. COSTS AND EXPENSES

15.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to the Chargee the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) reasonably incurred by the Chargee in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Assignment in Security; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Assignment in Security.

15.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to the Chargee the amount of all costs, charges and expenses (including, (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of its rights under this Assignment in Security.

16. CURRENCIES

Conversion

All monies received or held by the Chargee under this Assignment in Security may be converted, once it becomes entitled to exercise any of its rights under this Assignment in

Security, from their existing currency into such other currency as the Chargee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at such rate of exchange as it shall determine.

17. INDEMNITY

The Chargor shall indemnify the Chargee, the Chargee's officers and employees (each an "Indemnified Party") on demand against any cost, loss, liability or expense (however arising) reasonably and properly incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Charge;
- (b) the Security Account or the use or holding of the Security Account by any person; or
- (c) any breach by the Chargor of any of its obligations under this Charge.

18. MISCELLANEOUS

18.1 Appropriation and suspense account

- (a) The Chargee may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit in accordance with the Finance Documents. Any such appropriation shall override any appropriation by the Chargor.
- (b) All monies received, recovered or realised by the Chargee under, or in connection with, this Charge may at the discretion of the Chargee be credited to a separate interest-bearing suspense account for so long as the Chargee determines (with interest accruing thereon at such rate, if any, as the Chargee may determine for the account of the Chargor) without the Chargee having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

18.2 New accounts

If the Chargee receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security affecting any Security Account, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

18.3 Changes to the Parties

- (a) The Chargee may assign or transfer any of its rights or obligations under this Assignment in Security to a statutory successor or to an entity or body who assumes responsibility for the function to which the role of the Chargee relates. The Chargee shall notify the Chargor forthwith on completion of such assignment or transfer.
- (b) The Chargor may not assign or transfer its rights or obligations under this Assignment in Security without the prior written consent of the Chargee and in granting or

refusing its consent under this clause 18.3 the Chargee will be entitled to act in its absolute discretion.

18.4 Amendments and waivers

Any provision of this Assignment in Security may be amended only if the Chargee and the Chargor so agree in writing and any breach of this Assignment in Security may be waived before or after it occurs only if the Chargee so agrees in writing. A waiver given or consent granted by the Chargee under this Assignment in Security will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

18.5 Calculations and certificates

Any certificate or determination by the Chargee as to any amount due to the Chargee or as to the amount of the Secured Obligations shall, in the absence of manifest error, be conclusive and binding on Chargor for all purposes.

18.6 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy under this Assignment in Security shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

19. NOTICES

Loan Facility Agreement

Clause 20 of the Loan Facility Agreement (*Notices*) (relating to all communications to be made under the Loan Facility Agreement) is incorporated into this Assignment in Security as if fully set out in this Assignment in Security. The address and email address of each Party for all communications or documents given under or in connection with this Assignment in Security are those detailed in the Loan Facility Agreement and thereafter those notified from time to time by the relevant Party for the purposes of the Loan Facility Agreement to the Chargee.

20. PARTIAL INVALIDITY

If any provision of this Assignment in Security is or becomes invalid, illegal or unenforceable, that shall not affect the validity, legality and enforceability of any other provision of this Assignment in Security.

21. COUNTERPARTS

21.1 This Assignment in Security may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment in Security.

21.2 Where this Assignment in Security is executed in counterparts:

- (a) it shall not take effect until all counterparts have been delivered;

- (b) all counterparts shall be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree the date on which they are to be treated as delivered; and
- (c) such date of delivery shall be inserted in the blank provided for that purpose at the end of this Assignment in Security.

22. RELEASE

22.1 Release

When the Secured Obligations have been irrevocably paid or discharged in full, to the satisfaction of the Chargee or, if the Chargee so agrees, at any other time, the Chargee shall, at the request and cost of the Chargor, promptly execute such documents as may be required to release, retrocess or re-assign the Security Account from the Security to the Chargor.

22.2 Reinstatement

Where any release or retrocession (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Assignment in Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

23. GOVERNING LAW

This Assignment in Security is governed by Scots law.


IN WITNESS WHEREOF this Assignment in Security consisting of this and the preceding 11 pages and the schedule attached have been executed as follows and, if executed in counterpart delivered on the date set out at the end of this Assignment in Security in accordance with clause 19:-

SUBSCRIBED for and on behalf of TOGETHER ENERGY LIMITED


at GLASGOW

on 19th November 2021

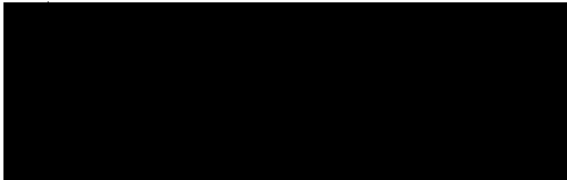
By PAUL RICHARDS
Print full name


Director / Authorised Signatory

In the presence of:

Witness: 

Full Name: LEAH MCGLIGAN

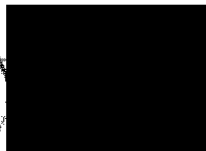
Address: 

SUBSCRIBED for and on behalf of **WARRINGTON BOROUGH COUNCIL**

by affixing the common seal of

the Council in the presence of:

Signature of Authorised Signatory



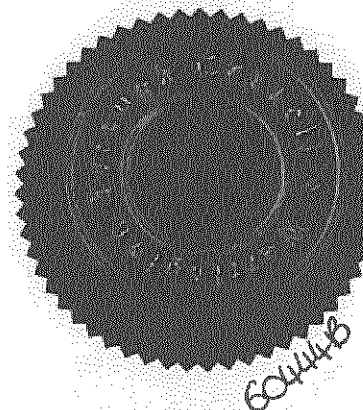
Print Name of Authorised Signatory.....

at 1 Time Square, Warrington, WA1 2NT

Matthew Cumberbatch
Director of Law and Governance and
Monitoring Officer

on 22 November 2021

Date of delivery 23 November 2021



SCHEDULE

Form of notice to and acknowledgement from Account Bank

To: Bank of Scotland
[Address]
[]

Dated: [◆] 2021

Dear Sirs,

Re:	Account Holder: [] (the "Chargor")
	Account No: [REDACTED]

1. We give you notice that the Scots law governed assignment in security dated 30 October 2020 and entered into between the Chargor and the Chargee (the "**Existing Assignment in Security**") has been released pursuant to a deed of release dated on or about the date of this notice.
2. We further give notice that immediately following the release of the Existing Assignment in Security referred to above, by an assignment in security of a bank account dated [◆DATE] October 2021 (the "**Assignment in Security**"), we have assigned to Warrington Borough Council (the "**Chargee**") all our present and future right, title and interest in and to the Security Account, all monies from time to time standing to the credit of the Security Account and all additions to or renewals or replacements thereof (in whatever currency) and to all interest from time to time accrued or accruing on the Security Account and all rights to repayment of any of the foregoing by you (the "**Security Account**").
3. With effect from the date of receipt by you of this notice, we advise you that, under the Assignment in Security, we are not entitled to withdraw any monies from the Security Account without first having obtained the written consent of the Chargee.
4. We irrevocably authorise and instruct you with effect from the date of receipt by you of this notice:
 - (a) unless the Chargee so authorises you in writing, not to permit withdrawals from the Security Account;
 - (b) to hold all monies from time to time standing to the credit of the Security Account to the order of the Chargee and to comply promptly with any instructions received from the Chargee in any way relating to the Security Account or the Assignment in Security;
 - (c) [to pay all or any part of the monies standing to the credit of the Security Account to the Chargee (or as it may direct) in accordance with the Assignment in Security promptly following receipt of written instructions from the Chargee to that effect]; and
 - (d) to disclose to the Chargee such information relating to the Chargor and the Security Account as the Chargee may from time to time request you to provide.

5. We agree that you are not bound to enquire whether the right of the Chargee to withdraw any monies from the Security Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Chargee.
6. This notice may only be revoked or amended with the prior written consent of the Chargee.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Chargee (with a copy to us) that:
- (a) you agree to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Chargee, received notice of any assignation or charge or claim to the monies standing to the credit of the Security Account or the grant of any security or other interest over those monies or the Security Account in favour of any third party and you will notify the Chargee promptly if you should do so in the future; and
 - (c) [you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Security Account.]
8. This notice (and any acknowledgement) is governed by Scots law.

Yours faithfully,


for and on behalf of
Together Energy Limited

Countersigned by

for and on behalf of
Warrington Borough Council

[On copy]

To: Warrington Borough Council
as Chargee
East Annexe,
Town Hall, Sankey Street,
Warrington, WA1 1UH
Attention: []

Copy to: [] Limited

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to the Security Account; and
- (b) the matters set out in paragraphs 7(a) to 7(c) in the above notice.

for and on behalf of

[]

Dated: [◆] 2021