



Registration of a Charge

Company name: **GAS CALL SERVICES LTD.**

Company number: **SC163066**

Received for Electronic Filing: **04/09/2018**



X7DROM08

Details of Charge

Date of creation: **29/08/2018**

Charge code: **SC16 3066 0007**

Persons entitled: **MARTIN HOLMES**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 163066

Charge code: SC16 3066 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th August 2018 and created by GAS CALL SERVICES LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2018 .

Given at Companies House, Edinburgh on 4th September 2018

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

DEED OF ACCESSION

This Deed of Accession is made on

29 August

2018

Between

- (1) Gas Call Services Ltd. (registered in Scotland with number SC163066 (**Acceding Obligor**); and
- (2) Martin Holmes (**Lender**).

Whereas

- (A) This Deed of Accession is supplemental to a composite guarantee and debenture dated 11 May 2017 between, inter alia, Duality Group Limited and the Lender (**Debenture**).

It is agreed

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 Save to the extent otherwise defined in this Deed of Accession, terms defined in the Debenture have the same meaning when used in this Deed of Accession.
- 1.1.2 In this Deed of Accession, **Subsidiary Shares** means all shares present and future held by the Acceding Obligor or its Subsidiaries including those listed in schedule 2 (*Subsidiary Shares*) to this Deed of Accession.

1.2 Interpretation

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*) and 1.5 (*Incorporated terms*) of the Debenture are incorporated in this Deed of Accession as if they were set out in full in this Deed of Accession, but so that references in those clauses to **this Deed** shall be construed as references to this Deed of Accession.

This Deed of Accession is subject to the terms of the intercreditor agreement dated on or around the date of this Deed of Accession and made between, amongst others, the Acceding Obligor and IGF Invoice Finance Limited (the "**Intercreditor Agreement**"). If there is any discrepancy between the terms of this Deed of Accession or the Debenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2. ACCESSION OF ACCEDING OBLIGOR

2.1 Accession

The Acceding Obligor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Obligor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Documents.

2.3 Charging provisions

All security created by an Acceding Obligor under clauses 2.3 and 2.4 is:

- 2.3.1 a continuing security for the payment and discharge of the Secured Obligations;
- 2.3.2 granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- 2.3.3 granted in respect of all the right, title and interest (if any), present and future of the Acceding Obligor in and to the relevant Secured Asset; and
- 2.3.4 in favour of the Lender.

2.4 **Fixed charges**

The Acceding Obligor charges by way of fixed charge:

- 2.4.1 all other interests and estate in any freehold, leasehold (other than any Short Leasehold Property) or commonhold property;
- 2.4.2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- 2.4.3 the benefit of all other agreements, instruments and rights relating to its Secured Property;
- 2.4.4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- 2.4.5 the Subsidiary Shares together with all Related Rights;
- 2.4.6 the Investments together with all Related Rights;
- 2.4.7 all book and other debts due to the Acceding Obligor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- 2.4.8 all monies from time to time standing to the credit of each account held by the Acceding Obligor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- 2.4.9 all its Intellectual Property;
- 2.4.10 all its goodwill and uncalled capital;
- 2.4.11 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- 2.4.12 the Key-Man Policies and the Relevant Policies to which it is a party.

2.5 **Floating charge**

The Acceding Obligor charges by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of fixed charge or assigned under clause 2.4.

2.6 Qualifying floating charge

This Deed of Accession contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed of Accession.

2.7 Guarantee

The Acceding Party guarantees to, undertakes with and indemnifies the Lender on the terms of clause 13 (*Guarantee and indemnity*) of the Debenture in relation to each Chargor's obligations under the Documents.

3. CONSENT OF EXISTING CHARGING COMPANIES

The Chargors agree to the terms of this and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4. SECURITY POWER OF ATTORNEY

The Acceding Obligor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Obligor is obliged to take under this Deed of Accession or the Debenture but which Acceding Obligor has failed to do. The Acceding Obligor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5. NOTICES

The Acceding Obligor confirms that its address details for notices in relation to clause 25 of the Debenture are as follows:

Address: Cleveley Stables 458 Allerton Road, Allerton, Liverpool, England, L18 9UU

Attention: Martin Holmes

6. COUNTERPARTS

This Deed of Accession 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 Deed of Accession.

7. GOVERNING LAW

Clause 31 (*Governing law*) of the Debenture shall be incorporated in this Deed of Accession as if set out here in full but so that references to the Debenture shall be construed as references to this Deed of Accession.

This Deed of Accession has been entered into as a deed on the date given at the beginning of this Deed of Accession.

SIGNATURES TO THE DEED OF ACCESSION

Acceding Obligor

Executed as a deed by
Gas Call Services Ltd.
acting by a director in the presence of

)
)
)



Director

Signature of witness

Name JACK MOIR

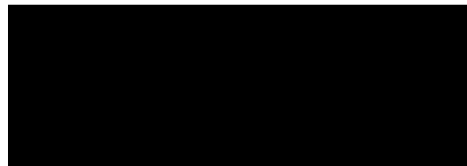
Address c/o BEOVIES LLP, 110 QUEEN

STREET, GLASGOW, G1 3BX

The Lender

Executed as a deed by **Martin Holmes**
in the presence of:

)
)



Martin Holmes

Signature of witness

Name JACK MOIR

Address c/o BEOVIES LLP, 110 QUEEN

STREET, GLASGOW, G1 3BX

SCHEDULE 1

PROPERTIES

[INTENTIONALLY LEFT BLANK]

SCHEDULE 2

SUBSIDIARY SHARES

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SCHEDULE 3

KEY-MAN POLICIES

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