



Registration of a Charge

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

Company number: **SC163066**



X7DQVXYH

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

Details of Charge

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

Charge code: **SC16 3066 0003**

Persons entitled: **MICHAEL DONNELLY AND MARY DONNELLY**

Brief description:

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 163066

Charge code: SC16 3066 0003

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**

BOND AND FLOATING CHARGE

by

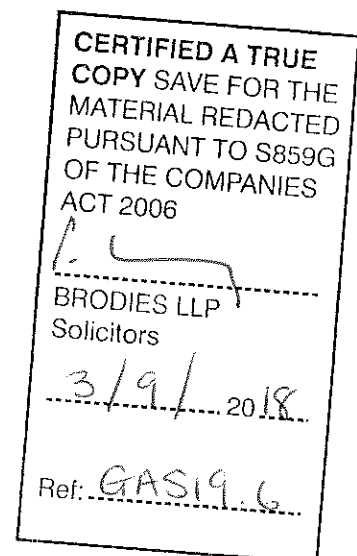
GAS CALL SERVICES LTD.

in favour of

MICHAEL DONNELLY and MARY DONNELLY

2018

Brodies LLP
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Glasgow G1 3BX
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INDEX

1.	Undertaking to Pay	1
2.	Floating charge	1
3.	Negative Pledge and Ranking	2
4.	Undertakings	2
5.	Enforcement.....	4
6.	Office of receiver	6
7.	Application of enforcement proceeds.....	6
8.	Protection of security	6
9.	Further assurance	8
10.	Set-off	8
11.	Mandate and attorney	8
12.	Expenses	9
13.	Indemnity	9
14.	Avoidance of payments.....	9
15.	Notices	10
16.	Assignment	10
17.	Lenders	10
17.	Definitions	10
18.	Interpretation	11
19.	Governing law and jurisdiction	12
20.	Certificates	12
21.	Consent to registration.....	13

BOND AND FLOATING CHARGE by

- 1 **GAS CALL SERVICES LTD.**, a company incorporated and registered under the laws of Scotland and registered with the number SC163066 with its registered office at 2 Queenslie Court, Summerlee Street, Glasgow, G33 4DB (the "**Chargor**")

in favour of

- 2 **MICHAEL DONNELLY** and **MARY DONNELLY**, both residing at Craglievar, 7 Bothwell Road, Uddingston, Glasgow, G71 7EZ (the "**Lender**").

CONSIDERING THAT:-

- A. The Lender has agreed or will agree to subscribe for the Notes.
- B. Duality has entered into the Loan Note Instrument and has agreed to issue certain of the Notes to the Lender.
- C. It is a condition precedent to the subscription for the Notes that the Chargor grants to the Lender this Bond and Floating Charge.

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to Pay

The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise).

2 Floating charge

- 2.1 The Chargor as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Lender a floating charge over the Secured Assets.
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Bond and Floating Charge.
- 2.3 To the extent that the Secured Assets (or any of them) constitute Financial Collateral, the Chargor agrees that such Secured Assets shall be held or redesignated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations

3 Negative Pledge and Ranking

- 3.1 Except with the prior written consent of the Lender, or in accordance with the Intercreditor Agreement, the Chargor shall not create, incur, assume or permit to subsist any Security in respect of all or any part of the Secured Assets.
- 3.2 Except as may be agreed by the Lender in advance or in accordance with the Intercreditor Agreement and subject to section 464(2) of the Act, the floating charge created by this Bond and Floating Charge shall rank in priority to any fixed security which shall be created by the Chargor after its execution of this Bond and Floating Charge (other than a fixed security in favour of the Lender) and to any other floating charge which shall be created by the Chargor after its execution of this Bond and Floating Charge.
- 3.3 If the Chargor creates, incurs, assumes or permits to subsist any Security in breach of this Clause 3, then this Bond and Floating Charge shall rank in priority to any such Security.

4 Undertakings

- 4.1 The Chargor undertakes to the Lender that it shall carry on and conduct its business and affairs in a proper and efficient manner and it shall:-
- 4.1.1 keep all of the Secured Assets in good and sufficient repair and all plant and machinery or other moveable property in good working order and condition, in each case fair wear and tear excepted and, where necessary for the efficient conduct of its business, renew and replace the same as and when the same shall become obsolete, worn out or destroyed (if commercially prudent to do so);
- 4.1.2 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, which may be imposed upon or payable in respect of the Secured Assets as and when the same shall become payable, taking into account agreed periods of grace (if any) and also punctually pay and discharge all debts and obligations which by law may have priority over the floating charge created by this Bond and Floating Charge;
- 4.1.3 observe and perform in all respects restrictive and other covenants and stipulations and burdens for the time being affecting its heritable, freehold or leasehold property or the mode of use or the enjoyment of the same or affecting its moveable or personal property or its ancillary or connected rights and will not, without the prior consent in writing of the Lender, enter into any onerous or restrictive obligations with regard thereto and the Chargor will not do or permit or omit to be done any act, matter or thing whereby any provision of law from time to time in force affecting such property or rights shall be infringed;
- 4.1.4 insure and keep insured such of the Secured Assets as comprise heritable, freehold and leasehold, moveable and personal property and effects of every description with

underwriters, insurance companies or other insurers to be approved by the Lender (acting reasonably) against loss or damage by fire and such other contingencies and risks as may be required by the Lender (acting reasonably) in their full reinstatement value or for such insured value as the Lender may specify or agree from time to time in writing for the time being in the name of the Chargor with the interest of the Lender endorsed on the policy or policies or noted as the Lender may require;

- 4.1.5 duly pay all premiums and sums payable for the insurance policies required by Clause 4.1.4 and produce the receipts therefor or other evidence of payment to the Lender within fourteen days of being requested by the Lender so to do and not do anything or omit to do anything in or upon or relating to the Secured Assets or any part thereof which may render any insurance policies required by Clause 4.1.4 void or voidable;
- 4.1.6 notify the Lender of any freehold or leasehold property the title to which is registered at H.M. Land Registry (England and Wales) and of any application which may be made to record or register at H.M Land Registry or any other land registry (other than the Register of Sasines and the Land Registry of Scotland) the title to any freehold or leasehold or other property owned by it and to produce to the Lender the relevant land certificate;
- 4.1.7 notify the Lender promptly in the event of any creditor exercising diligence against it or any of the Secured Assets wherever situated or taking any steps which might be expected to lead thereto;
- 4.1.8 notify the Lender promptly of the purchase by it of any interest in any heritable, freehold or leasehold property;
- 4.1.9 if the Lender so requires, deposit with the Lender all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Secured Assets;
- 4.1.10 promptly get in and realise in the ordinary course of its trade or business all its book debts apart from balances standing to the credit of any account with any bank or financial institution and, until payment into an account as provided below, shall procure that it holds the proceeds of such getting in and realisation (including all monies receivable in respect thereof) in trust for the Lender in such manner as the Lender may require;
- 4.1.11 If at any time called upon to do so by the Lender and subject to the terms of the Intercreditor Agreement, immediately execute and deliver to the Lender an assignation of all or any of its book debts to the Lender, at the cost of the Chargor and in such form as the Lender may require; and
- 4.1.12 maintain its centre of main interests, for the purposes of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings, in the United Kingdom.

4.2 The Chargor will not, without the prior written consent of the Lender:

- 4.2.1 sell, assign, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Secured Assets otherwise than in the ordinary course of its trading activities, for market value, on an arm's length basis and for consideration payable in cash on normal commercial terms;
- 4.2.2 make any material alteration to any heritable; freehold or leasehold property comprised in the Secured Assets or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Act 1990 or the Town and Country Planning (Scotland) Act 1997 (or analogous legislation in any other jurisdiction) or do or permit to be done any act which would have a material and adverse effect on the value of such heritable, freehold or leasehold property;
- 4.2.3 become cautioner, guarantor or surety for any person, firm or company;
- 4.2.4 undertake any obligation to any third party whereby the Chargor's rights to recover or take payment of any monies due or which may become due to the Chargor from any Debtor of the Chargor are postponed or subordinated to the claims of such third party.

5 Enforcement

- 5.1 In addition to any statutory provisions concerning enforceability or attachment the floating charge created by this Bond and Floating Charge shall become enforceable and the Lender may appoint an administrator or a Receiver at any time after the occurrence of an Event of Default which is continuing.
- 5.2 To the extent that all or any part of the Secured Assets constitutes Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Bond and Floating Charge, the Lender and any Receiver shall have the right, at any time after this Bond and Floating Charge becomes enforceable, to appropriate all or any part of those Secured Assets in or towards the payment or discharge of the Secured Obligations. The value of any Secured Assets so appropriated shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select. The Chargor agrees that the methods of valuation provided for in this Bond and Floating Charge are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.
- 5.3 Upon the floating charge created by this Bond and Floating Charge becoming enforceable the Lender may (in writing) appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act) a Receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause, in the event that any person appointed to be a Receiver shall be removed by a Court or shall otherwise cease to act as such, then the Lender shall be entitled so to appoint another person as Receiver in his place.

- 5.4 An administrator shall have the powers set out in Schedule 1 to the Insolvency Act 1986. A Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act.
- 5.5 A Receiver may exercise any powers or rights incidental to ownership of the Secured Assets, including power to:-
- 5.5.1 exercise any voting rights attached to shares or to enforce any securities;
 - 5.5.2 implement and exercise all or any of the Chargor's powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;
 - 5.5.3 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;
 - 5.5.4 promote or procure the formation of any new company or corporation;
 - 5.5.5 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
 - 5.5.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the names of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
 - 5.5.7 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
 - 5.5.8 convene an extraordinary general meeting of the Chargor;
 - 5.5.9 acquire any property on behalf of the Chargor;
 - 5.5.10 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Bond and Floating Charge and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute

beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid.

6 Office of receiver

- 6.1 Any Receiver appointed under Clause 5 shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Lender shall not incur any liability therefor (either to the Chargor or any other person) by reason of the Lender making his appointment as such Receiver or for any other reason whatsoever.
- 6.2 Any Receiver appointed under Clause 5 shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act, the remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligations and accordingly be secured on the Secured Assets under the floating charge created by this Bond and Floating Charge.

7 Application of enforcement proceeds

All monies received under or by virtue of this Bond and Floating Charge following enforcement of the floating charge hereby granted shall be applied in accordance clause 4 (*Ranking of Securities*) of the Intercreditor Agreement.

8 Protection of security

- 8.1 The floating charge created by this Bond and Floating Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.
- 8.2 The floating charge created by this Bond and Floating Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 8.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Bond and Floating Charge or any other document relating to, creating or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any

other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Bond and Floating Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.

- 8.4 Each of the provisions in this Bond and Floating Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise, the validity, legality and enforceability of the remaining provisions of this Bond and Floating Charge shall not in any way be affected or impaired thereby.
- 8.5 If the Lender receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sales thereof, the Lender may open a new account or accounts with the Chargor. If the Lender 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 notice and as from that time, all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Bond and Floating Charge is security.
- 8.6 Neither the security created by, nor any security interest constituted pursuant to, this Bond and Floating Charge nor the rights, powers, discretions and remedies conferred upon the Lender by this Bond and Floating Charge or by law shall be discharged, impaired or otherwise affected by reason of:-
- 8.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 8.6.2 the Lender compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
 - 8.6.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or security held from the Chargor or any other person in connection with the Secured Obligations; or
 - 8.6.4 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal Debtor instead of a guarantor or indemnifier or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor from the Secured Obligations.

8.7 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Bond and Floating Charge or by law, to:-

8.7.1 take any action or obtain judgement or decree in any court against the Chargor; or

8.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or

8.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Chargor's obligations to the Lender.

9 Further assurance

The Chargor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security created by this Bond and Floating Charge over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender or on any Receiver by this Bond and Floating Charge and shall in particular (but without limitation) promptly after being requested to do so by the Lender or any Receiver, execute all assignments and transfers (in favour of the Lender or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Bond and Floating Charge and give all notices, orders and directions which the Lender or any Receiver may think expedient for the purposes specified in this Clause.

10 Set-off

10.1 Following the occurrence of an Event of Default which is continuing, the Chargor authorises the Lender to apply any credit balance (whether or not then due) to which the Chargor is at any time entitled on any account or accounts with the Lender towards satisfaction of the Secured Obligations. If such balances are in different currencies, the Lender may convert either balance at a market rate of exchange for the purpose of the set-off.

10.2 The Lender shall not be obliged to exercise its rights under this Clause 10, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

11 Mandate and attorney

11.1 The Chargor hereby irrevocably appoints the Lender and (as a separate appointment) any Receiver to be its mandatory and attorney for it and on its behalf and in its name or otherwise otherwise to do anything which the Chargor is obliged to do under this Bond and Floating Charge and has not done, including to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender or the Receiver may require for perfecting or protecting the title of the Lender or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Lender or the Receiver or its nominees or any purchaser and to re-deliver the same

thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignation, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender or the Receiver of all or any of the Secured Assets.

- 11.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause.

12 Expenses

- 12.1 The Chargor binds and obliges itself for the whole expenses of completing and enforcing the floating charge created by this Bond and Floating Charge and the expenses of any discharge thereof.
- 12.2 All costs, charges and expenses incurred and all payments made by the Lender or any Receiver under this Bond and Floating Charge in the lawful exercise of the powers conferred by this Bond and Floating Charge, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest from the date of the same being incurred or becoming payable at the Default Rate. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable under this Bond and Floating Charge shall be payable by the Chargor on demand and shall be a Secured Obligation.

13 Indemnity

The Lender and every Receiver and every attorney, manager, agent or other person appointed by the Lender or any such Receiver in connection with this Bond and Floating Charge shall be entitled to be indemnified out of the Secured Assets in respect of all liabilities and expenses incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this Bond and Floating Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Secured Assets and the Lender and any Receiver may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Bond and Floating Charge.

14 Avoidance of payments

Any amount which has been paid by the Chargor to a Receiver or the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Bond and Floating Charge.

15 Notices

Any communication to be made under or in connection with this Bond and Floating Charge shall be made in accordance with Clause 26 (*Notices*) of the Intercreditor Agreement.

16 Assignment

16.1 The Lender may only assign the benefit of this Security or any of its rights or obligations hereunder if they transfer the Notes (as defined in the Loan Note Instrument) in accordance with the Loan Note Instrument.

16.2 The Chargor may not assign or transfer any of its rights and/or obligations under this Bond and Floating Charge.

17 Lenders

Any action by one Lender shall be deemed to bind both Lenders and any notification to a Lender shall be deemed to be a notification to both Lenders.

18 Definitions

18.1 Unless defined in this Bond and Floating Charge, or the context otherwise requires, a term defined in the Intercreditor Agreement has the same meaning in this Bond and Floating Charge.

18.2 In this Bond and Floating Charge:-

18.2.1 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

18.2.2 **"Default Rate"** means the rate of interest payable in accordance with the terms of the Loan Note Instrument in relation to any amount which is not paid on the due date for such amount;

18.2.3 **"Duality"** means Duality Group Limited, a company incorporated and registered under the laws of England and Wales and registered with the number 10236858 with its registered office at Unit 19 Hurricane Court Hurricane Drive, Liverpool International Business Park, Liverpool, England, L24 8RL;

18.2.4 **"Event of Default"** means any event or circumstance specified in Condition 6 of the Loan Note Instrument;

18.2.5 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations;

18.2.6 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2006 No 3226);

- 18.2.7 "Insolvency Act" means the Insolvency Act 1986;
- 18.2.8 "Intercreditor Agreement" means the intercreditor agreement date on or around the date of this Bond and Floating Charge among, *inter alia*, the Lender, the Chargor and Duality;
- 18.2.9 "Interest" means interest at the rate(s) applicable to the Secured Obligations;
- 18.2.10 "Loan Note Instrument" means the loan note instrument granted by Duality on or around the date hereof constituting £2,200,000 fixed rate 3% secured loan notes which are to be issued to the Lender as amended, supplemented, novated, extended or restated from time to time;
- 18.2.11 "Notes" has the meaning given to that term in the Loan Note Instrument;
- 18.2.12 "Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Bond and Floating Charge, pursuant to any statute, by a Court or otherwise) and includes joint receivers;
- 18.2.13 "Secured Assets" means the whole of the property and undertaking of the Chargor (including uncalled capital) from time to time;
- 18.2.14 "Secured Obligations" means any and all monies and obligations due, owing or incurred by the Chargor to the Lender in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including Interest, costs, charges and expenses incurred by the Lender in respect of those monies or obligations;
- 18.2.15 "Security" means any floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other security agreement or arrangement having the effect of security;
- 18.2.16 "Security Financial Collateral Arrangements" shall have the meaning given to that expression in the Financial Collateral Regulations.

19 Interpretation

19.1 Unless otherwise indicated any reference in this Bond and Floating Charge to:

- 19.1.1 a "fixed security" shall be construed as a reference to a fixed security as defined by Section 486 of the Companies Act 1985;
- 19.1.2 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

- 19.1.3 any person shall include that persons successor in title, permitted assignees or permitted transferees;
 - 19.1.4 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - 19.1.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
 - 19.1.6 a clause heading is a reference to a clause or sub-clause of this Bond and Floating Charge and is for ease of reference only;
 - 19.1.7 this Bond and Floating Charge (and any provisions of it) or any other document referred to in this Bond and Floating Charge shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.
- 19.2 Any appointment of a Receiver under Clause 5 may be made by any successor or permitted assignee or transferee of the Lender and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 11.
- 19.3 The date of delivery of this Bond and Floating Charge is the date of delivery stated below the signature of the Chargor. If no date of delivery is stated, the date of delivery is the date of signing stated below the signature of the Chargor.

20 Governing law and jurisdiction

This Bond and Floating Charge shall be governed by and construed in all respects in accordance with the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.

21 Certificates

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time.

22 Consent and authorisation

- 22.1 The Chargor hereby consents to the registration of this Bond and Floating Charge and of any certificate referred to in Clause 21 for preservation.
- 22.2 The Chargor hereby authorises the Lender or its agent to insert the date of delivery of this Bond and Floating Charge in the execution box below: IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages are executed as follows:

For **GAS CALL SERVICES LTD.**



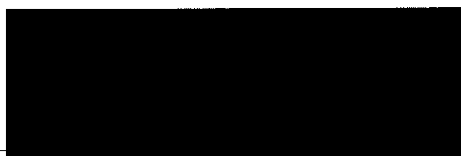
signature of
~~director/secretary/authorised signatory/witness~~

PAUL DOUGLAS BREEN

full name of above (print)



Address of witness



signature of
~~director/secretary/authorised signatory~~

SHAUN MACLEAN

full name of above (print)

23 AUGUST 2018

date of signing

GLASGOW

place of signing

27 AUGUST 2018

date of delivery