



Registration of a Charge

Company Name: **W.B. AND A.D. MORGAN LTD**

Company Number: **02970550**



XB8THS8B

Received for filing in Electronic Format on the: **22/07/2022**

Details of Charge

Date of creation: **21/07/2022**

Charge code: **0297 0550 0007**

Persons entitled: **LLOYDS BANK PLC**

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2970550

Charge code: 0297 0550 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2022 and created by W.B. AND A.D. MORGAN LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2022 .

Given at Companies House, Cardiff on 25th July 2022

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 this 22 July 2022

Signed *Osborne Clarke LLP*Osborne Clarke LLP
One London Wall
London
EC2Y 5ED

To be presented for registration at Companies House
within 21 days of dating against all the companies and limited liability
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OF ACCESSION is made the 21st day of July 2022

BETWEEN:

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "**Existing Companies**");
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"); and
- (3) **LLOYDS BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 6 December 2018 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):
 - 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.1.1 all money and liabilities in each case in respect of any multi-account or overdraft facilities with the Bank only whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing

Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
 - 2.2.1 all money and liabilities in each case in respect of any multi-account or overdraft facilities with the Bank only whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
 - (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank

or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;

- 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.3 Safelane Global (Gillingham) Limited hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

- 2.3.1 all money and liabilities in each case in respect of any multi-account or overdraft facilities with the Bank only whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies, Safelane Global Holdings Limited or Star Demining Limited (together the "**Additional Companies**" and each an "**Additional Company**") to the Bank anywhere or for which any one or more of the Additional Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

- (a) in the case of the liquidation, administration or dissolution of such Additional Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Additional Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
- (b) in the event of the discontinuance of the Guarantee in respect of such Additional Company, all cheques, drafts or other orders or receipts for money signed, bills

accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Additional Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Additional Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Additional Company;

2.3.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Additional Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.3.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Additional Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.3.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of Safelane Global (Gillingham) Limited under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.4 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them:

(a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;

2.5 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.

4. Each of the Existing Companies and the Further Companies incorporated or established in Jersey waives any right it may have (whether by virtue of the droit de discussion or division or otherwise) to require:

- 4.1 that the Bank, before enforcing this deed or the Principal Deed, takes any action, exercises any recourse or seeks a declaration of bankruptcy against any other Existing Company or Further Company or any other person, makes any claim in a bankruptcy, liquidation, administration or insolvency of any other Existing Company or Further Company or any other person or enforces or seeks to enforce any other right, claim, remedy or recourse against any other Existing Company or Further Company or any other person;
- 4.2 that the Bank, in order to preserve any of its rights against an Existing Company or Further Company under this this deed or the Principal Deed, joins an Existing Company or Further Company as a party to any proceedings against any other Existing Company or Further Company or any other person or takes any other procedural steps; or
- 4.3 that the Bank divides the liability of an Existing Company or Further Company under this this deed or the Principal Deed with any other person.
5. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed.

The Schedule

Part I - The Existing Companies

Name	Registered Number	Registered Office
Safelane Group Limited	11372526	Unit 2 Phocle Park, Phocle Green, Ross On Wye, Herefordshire, United Kingdom, HR9 7XU
Safelane Global Limited	03431843	Unit 2 Phocle Park, Phocle Green, Ross On Wye, Herefordshire, United Kingdom, HR9 7XU
Safelane Global (Gillingham) Limited	02601923	3, The Courtyard Campus Way, Gillingham Business Park, Gillingham, Kent, United Kingdom, ME8 0NZ
Safelane Global Holdings Limited	126476	11-15 Seaton Place, St Helier, Jersey JE4 0QH
Star Demining Limited	08080729	Unit 2 Phocle Park, Phocle Green, Ross On Wye, Herefordshire, United Kingdom, HR9 7XU

Part II - The Further Companies

Name	Registered Number	Registered Office
W.B. and A.D. Morgan Ltd	02970550	Presteigne Industrial Estate, Presteigne, Powys, LD8 2UF
Allied Exploration & Geotechnics Limited	02203886	Unit 25 Stella Gill Industrial Estate, Pelton Fell, Chester-Le-Street, Durham, DH2 2RG
Raeburn Drilling & Geotechnical Limited	SC094320	. Whistleberry Road, Hamilton, Glasgow, Scotland, ML3 0HP
Raeburn Drilling and Geotechnical (Northern) Limited	SC329030	. Whistleberry Road, Hamilton, Glasgow, Scotland, ML3 0HP
Terra-Tek Limited	SC121594	. Whistleberry Road, Hamilton, Glasgow, Scotland, ML3 0HP

;

DTS Raeburn Limited	SC222975	. Whistleberry Road, Hamilton, Glasgow, Scotland, ML3 0HP
---------------------	----------	--

The Further Companies

SIGNED as a deed by **W.B. and A.D. Morgan Ltd** acting by its:

Robert Edward Hunter
.....(insert full name)

Director

Andrew John Richards
.....(insert full name)

Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness:

JULIA LYTHABY (name)

..... (signature)

Address:

.....

Occupation:

PA TO CEO

SIGNED as a deed by **Allied Exploration & Geotechnics Limited** acting by its:

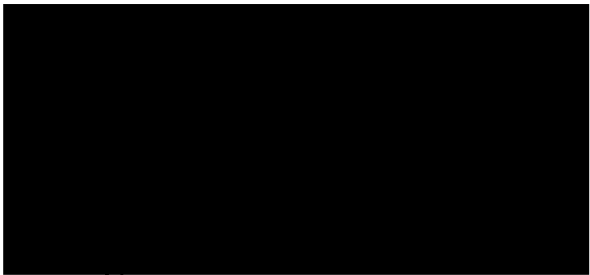
Robert Edward Hunter	Andrew John Richards
.....(insert full name)(insert full name)
Director	Director/Secretary*

(signature)	(signature)
---	------------------	--	------------------

in the presence of

Witness: JULIA LYTHABY (name)

 (signature)

Address: 

Occupation: PA TO CEO

SIGNED as a deed by **Raeburn Drilling and Geotechnical (Northern) Limited** acting by its:

Robert Edward Hunter(insert full name)	Andrew John Richards(insert full name)
Director	Director/Secretary*

(signature)	(signature)
--	---

in the presence of

Witness: JULIA LYTHABY (name)

 (signature)

Address: 

Occupation: PA TO CEO

SIGNED as a deed by **Terra-Tek Limited** acting by its:

Adam Christopher John Ainsworth
.....(insert full name)

Andrew John Richards
.....(insert full name)

Director

Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness: JULIA LYTHABY (name)

..... (signature)

Address:

.....

Occupation: PA TO CEO

SIGNED as a deed by **DTS Raeburn Limited** acting by its:

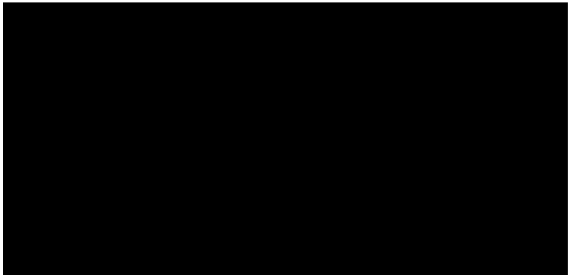
Robert Edward Hunter	Andrew John Richards
.....(insert full name)(insert full name)
Director	Director/Secretary*

(signature)	(signature)
---	------------------	--	------------------

in the presence of

Witness: JULIA LYTHABY (name)

 (signature)

Address: 

Occupation: PA TO CEO

The Attorney

SIGNED as a deed by **Safelane Group Limited** acting by its:

Adam Christopher John Ainsworth

.....(insert full name)

Director

Robert Edward Hunter

.....(insert full name)

Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness:

.....JULIA LYTHABY..... (name)

.

.....(signature)

.

Address:

.....

Occupation:

.....PA TO CEO.....

.

The Existing Companies

SIGNED as a deed by the Existing Companies other than Safelane Group Limited acting by **Safelane Group Limited**, their duly authorised attorney acting by its:

Adam Christopher John Ainsworth

.....(insert full name)

Director

Robert Edward Hunter

.....(insert full name)

Director/Secretary*

.....(signature)

.....(signature)

in the presence of

Witness:

JULIA LYTHABY..... (name)

.....(signature)

Address:

.....

Occupation:

PA TO CEO.....

* Delete as applicable.

