



**Registration of a Charge**

Company name: **SAFETY TECHNOLOGY INTERNATIONAL LIMITED**

Company number: **05872791**



X62WQL7C

Received for Electronic Filing: **24/03/2017**

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**Details of Charge**

Date of creation: **20/03/2017**

Charge code: **0587 2791 0008**

Persons entitled: **JOHN D TAYLOR**

Brief description: **FREEHOLD PROPERTY KNOWN AS 36 SHERWOOD ROAD, ASTON  
FIELDS INDUSTRIAL ESTATE, BROMSGROVE REGISTERED AT HM LAND  
REGISTRY WITH TITLE NUMBER HW136472**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HARRISON CLARK RICKERBYS LIMITED**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5872791

Charge code: 0587 2791 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2017 and created by SAFETY TECHNOLOGY INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2017 .

Given at Companies House, Cardiff on 27th March 2017

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

20 March 2017

2017

(1) SAFETY TECHNOLOGY INTERNATIONAL LIMITED

- and -

(2) JOHN D TAYLOR

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**LEGAL CHARGE**

relating to  
36 Sherwood Road, Bromsgrove

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~~THIS CHARGE IS SUBJECT TO THE TERMS OF A DEED OF PRIORITY ENTERED INTO  
BETWEEN THE PARTIES TO THIS CHARGE AND HSBG BANK PLC~~

WJ



S O L I C I T O R S

BUSINESS SERVICES DEPARTMENT  
5 Deansway, Worcester, WR1 2JG  
Telephone: 01905 612001 Fax: 01905 744849 DX: 716260

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THIS LEGAL CHARGE is dated 20 March 2017

and made BETWEEN:

- (1) **SAFETY TECHNOLOGY INTERNATIONAL LIMITED** registered in England under number 05872791) and whose registered office is at Unit 49G Pipers Road, Park Farm Industrial Estate, Redditch, Worcestershire, B98 0HU (the "**Mortgagor**"); and
- (2) **JOHN D TAYLOR** c/o E-1 Cedar Drive, Briny Breezes, Florida 33435, USA (the "**Lender**").

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Charge:

**"Charge"** means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge;

**"Charged Property"** means the property, assets, debts, rights and undertaking charged to the Lender by this Charge and includes any part of or interest therein;

**"Delegate"** means any person appointed by the Lender or any Receiver pursuant to clause 14 and any person appointed as attorney of the Lender, Receiver or Delegate;

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment;

**"Event of Default"** means the occurrence of any of the events listed in clause 6 of this Charge;

**"Expenses"** means all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may charge or incur in relation to the Mortgagor or this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis;

**"Full Title Guarantee"** has the meaning ascribed thereto by the Law of Property (Miscellaneous Provisions) Act 1994;

**"LPA"** means the Law of Property Act 1925;

**"Prior Charge"** means the charge in favour of the Prior Chargeholder of even date and registered at the Land Registry;

**"Prior Chargeholder"** means HSBC Bank plc of Securities Processing Centre, P.O. Box 6304, Coventry CV3 9JY;

**"Property"** means the all that freehold property known as 36 Sherwood Road, Bromsgrove, Worcestershire B60 3DR and registered at the Land Registry with freehold title under title number HW136472;

**"Receiver"** means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise; and

**"Secured Liabilities"** means the sum of £60,000 being the amount of GB sterling equivalent to \$74,396.31 USD as at the date on which the loan was made by the Lender to the Mortgagor at an exchange rate of \$ 1.32 to £1.00.

## 1.2 Interpretation

In this Charge:

- 1.2.1 the expressions **"Mortgagor"** and **"Lender"** where the context admits, include their respective successors in title and assigns;
- 1.2.2 clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.3 words importing the singular are to include the plural and vice versa.
- 1.2.4 any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

## 2. COVENANT TO PAY

The Mortgagor covenants with the Lender that the Mortgagor will pay to the Lender the Secured Liabilities together with interest at a rate of 5% per annum on the amount of the Secured Liabilities outstanding from time to time on the dates due to repayment as agreed with the Lender over the agreed repayment term of 36 months from the date hereof.

## 3. SECURITY

- 3.1 The Mortgagor charges to the Lender with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:
  - 3.1.1 by way of legal mortgage the Property;
  - 3.1.2 by way of fixed charge all plant, machinery, implements, furniture and equipment now or from time to time at the Property; and
  - 3.1.3 by way of fixed charge the goodwill of any business carried on by the Mortgagor at the Property.
- 3.2 The Mortgagor hereby assigns absolutely to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Mortgagor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.

- 3.3 The Mortgagor shall promptly, on demand and at its own cost, execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver.
- 3.4 The Mortgagor further undertakes that it will use its best endeavours to obtain such consents as necessary from the Prior Chargeholder to enable this Charge to be registered at the Land Registry in favour of the Lender.

#### **4. RESTRICTIONS**

The Mortgagor shall not without the prior written consent of the Lender:

- 4.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof other than this Charge and the Prior Charge;
- 4.2 sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing;
- 4.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

#### **5. COVENANTS BY THE MORTGAGOR**

- 5.1 The Mortgagor covenants with the Lender at all times during the continuance of this security:

##### **5.1.1 Repair**

To keep the buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Lender free access at all reasonable times to view the state and condition of the Property.

##### **5.1.2 Insurance**

To keep the Charged Property insured with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value with the Lender's interest noted on the policy, or at the Lender's option with the Lender named as co-insured and co-payee, subject always to the requirements of the Prior Charge, and the Mortgagor shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.

##### **5.1.3 Proceeds**

Subject always to the requirements of the Prior Charge, to apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Lender's option in or towards the discharge of the Secured Liabilities and pending such application the Mortgagor will hold such proceeds in trust for the Lender.

#### **5.1.4 Alterations**

Not without the previous written consent of the Lender not to be unreasonably withheld or delayed to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

#### **5.1.5 Value Added Tax**

The Mortgagor warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed.

- 5.2 If the Mortgagor shall fail to comply with any of the obligations under clause 5.1 then the Lender may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligations or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement.

### **6. ENFORCEMENT EVENTS**

- 6.1 If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Lender and the Lender shall cease to be under any further obligation to the Mortgagor:
- 6.1.1 the Mortgagor fails to pay any of the Secured Liabilities when due; or
  - 6.1.2 the Mortgagor commits any breach of any of the covenants or any other provision of this Charge and either such breach is in the reasonable opinion of the Lender not capable of remedy or such breach is in the reasonable opinion of the Lender capable of remedy and is not remedied within 21 days after the date of notice by the Mortgagor requiring such remedy;
  - 6.1.3 if any step is taken or proceedings instituted by way of sale or otherwise for the purpose of enforcing the security constituted by the Prior Charge; or



- 6.1.4 an administration order is made in relation to the Mortgagor or a receiver or manager or administrative receiver is appointed of the Mortgagor or any of its assets or the Mortgagor enters into liquidation; or
- 6.1.5 any petition is presented, any resolution is proposed or any other steps or proceedings are taken which may lead to any such occurrence referred to in 6.1.4 above; or
- 6.1.6 any distress or execution is levied on or affects any of the Mortgagor's property or assets; or
- 6.1.7 the Mortgagor is or is deemed to be insolvent or unable to pay its debts; or
- 6.1.8 the Mortgagor ceases to carry on business.

## **7. ENFORCEMENT**

- 7.1 The security constituted by this Charge shall be enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this Charge) shall be immediately exercisable at any time after the occurrence of an Event of Default.
- 7.2 Section 103 of the LPA shall not apply to this Charge and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this Charge) shall, as between the Lender and a purchaser, arise and be exercisable at any time after the security constituted by this Charge has become enforceable under clause 6.
- 7.3 After the security constituted by this Charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.
- 7.4 At any time after the security constituted by this Charge has become enforceable, or after any powers conferred by any Encumbrance having priority to this Charge shall have become exercisable, the Lender may:
  - 7.4.1 redeem such or any other prior Encumbrance, or procure its transfer to itself; and
  - 7.4.2 settle any account of that encumbrancer.

The settlement of any such account shall be conclusive and binding on the Mortgagor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Mortgagor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

- 7.5 The statutory powers of leasing and accepting surrenders are extended so as to authorise the Lender and/or any Receiver, at any time after the security constituted by this Charge has become enforceable, whether in its own name or in that of the Mortgagor, to make any lease or agreement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants

on the part of the Mortgagor, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender, Receiver or Delegate thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.

- 7.6 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.
- 7.7 Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.
- 7.8 If the Lender or any Receiver enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

## **8. APPOINTMENT AND POWERS OF RECEIVER**

- 8.1 At any time after this Charge has become enforceable or if requested by the Mortgagor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 8.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 8.3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:
  - 8.3.1 to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
  - 8.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
  - 8.3.3 to borrow monies from the Lender or others on the security of the Charged Property for the purpose of exercising any of his powers;
  - 8.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;

- 8.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- 8.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;
- 8.3.7 to make and effect all repairs and improvements;
- 8.3.8 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- 8.3.9 to purchase materials, tools, equipment, goods or supplies;
- 8.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
- 8.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- 8.4 Any monies received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

## **9. LENDER'S LIABILITY**

- 9.1 In no circumstances shall the Lender be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by the Lender.
- 9.2 In no circumstances shall the Lender be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Lender its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

## **10. PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other

dealing with the Lender or such Receiver. All the protection to purchasers contained in sections 104 and 107 of the Law Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver.

**11. POWERS OF LEASING**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.

**12. POWER OF ATTORNEY**

If the security created by this Charge has become enforceable in accordance with clause 6, the Mortgagor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Mortgagor for the Mortgagor and in the name and on behalf of the Mortgagor and as the act and deed of the Mortgagor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the proper exercise of any its powers mentioned above or otherwise in accordance with this power of attorney.

**13. LENDER'S RIGHTS**

At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise.

**14. DELEGATION**

Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge (including the power of attorney granted under clause 12). Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver shall think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

**15. INDEMNITY**

If the security created by this Charge has become enforceable in accordance with clause 6, the Lender and every Receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and reasonable expenses properly incurred by any of them in or directly or indirectly as a result of the proper exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, direct losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may

retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

## **16. CONTINUING SECURITY**

This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged. Section 93 of the Law Property Act 1925 shall not apply to this Charge.

## **17. NOTICES**

17.1 Any notice or demand by the Lender may be sent by post or telex or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the Lender or if the Mortgagor is a company may be served personally on any director or the secretary of the Mortgagor.

17.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.

## **18. MISCELLANEOUS**

18.1 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

18.2 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

18.3 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.

18.4 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

18.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

18.6 Any certificate or determination of the Lender as to the amount of the Secured Liabilities shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

18.7 The Mortgagor certifies that this Charge does not contravene any of the provisions of its memorandum and articles of association.

**19. COUNTERPARTS**

This Charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**20. THIRD PARTY RIGHTS**

A person who is not party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**21. LAW AND JURISDICTION**

This Charge is governed by and shall be construed in accordance with English law.

**22. REGISTERED LAND**

The Mortgagor hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by John D Taylor care of E-1 Cedar Drive, Briny Breezes, Florida 33435, USA or their conveyancer."

**IN WITNESS** whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

**IMPORTANT NOTICE:** Once you sign this document you will be legally bound by its terms. We recommend that you obtain legal independent advice before signing this document.

EXECUTED as a DEED by SAFETY )  
TECHNOLOGY INTERNATIONAL LIMITED )  
acting by two directors or a director and the )  
company secretary:

  
.....  
Director

  
.....  
Director/Company Secretary

SIGNED as a DEED by JOHN D TAYLOR in )  
the presence of:

Witness Signature: 

Witness Name: Christy Ganger

Witness Address: 5000 N. Ocean Blvd.

.....  
Brent, Breezes, FL 33435

Witness Occupation: Office