

MR01

Particulars of a charge

001884/23



Companies House



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Please see 'How to pay' on

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT**
You may not use this form to
register a charge where
instrument Use form MR01

FRIDAY



A20 *A5CPAEN6* #317
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 9 4 4 6 6 1 2

Company name in full L & W Property Limited

1

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 9 0 7 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Clear Management Solutions Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Unit 12 Mid Suffolk Business Park, Progress Way, Eye IP23 7HU

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Hayward Moon

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Mark Hayward
Company name	Hayward Moon Property Lawyers
Address	Chestnut Court
	Wingfield Street
Post town	Ipswich
County/Region	Suffolk
Postcode	I P 1 4 A R
Country	
DX	3234 IPSWICH
Telephone	01473 234734



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9446612

Charge code: 0944 6612 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2016 and created by L & W PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2016.

Handwritten signature

Given at Companies House, Cardiff on 12th August 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

29 July

2016

Signature of [Name] and [Name]
[Name]
[Name]

- (1) L & W PROPERTY LIMITED
- (2) CLEAR MANAGEMENT SOLUTIONS LIMITED

LEGAL CHARGE

relating to property known as

Unit 12 Mid Suffolk Business Park Progress Way Eye IP23 7HU

Hayward Moon

PROPERTY LAWYERS

Chestnut Court
Wingfield Street
Ipswich Suffolk IP4 1AR

t 01473 234730 f 01473 213578
www.haywardmoon.co.uk

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PARTICULARS

Date	<i>29 July 2016</i>
Borrower	L & W PROPERTY LIMITED (registered number 09446612) whose registered office is at 8 Hopper Way Diss Norfolk IP22 4GT
Lender	CLEAR MANAGEMENT SOLUTIONS LIMITED registered number 04138242 whose registered office is at 15 Queenscliffe Road, Ipswich, Suffolk
Loan Agreement	A loan agreement of even date made between (1) the Lender and (2) the Borrower
Property	The freehold property known as Unit 12 Mid Suffolk Business Park, Progress Way, Eye, IP23 7HU registered under the Title Number
Title Number	SK347603

THIS LEGAL CHARGE is made on the date set out in the Particulars

BETWEEN

- (1) the Borrower, and
- (2) the Lender

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings

"1925 Act"	Law of Property Act 1925
"Business Day"	A day other than a Saturday or Sunday on which commercial banks are open for business in London
"Event of Default"	any of the events of default set out in clause 5.1
"Expenses"	all costs and liabilities reasonably incurred by the Lender together with any VAT thereon in relation to <ul style="list-style-type: none">(a) enforcing or exercising any power under this Legal Charge, or(b) any breach of any provision of and the protection, realisation or enforcement of this Legal Charge
"Insolvency Act"	Insolvency Act 1986
"Interest"	interest calculated in accordance with the Loan Agreement both before and after judgment
"Letting"	any lease of the whole or any part of the Property and includes <ul style="list-style-type: none">(a) any underlease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence, and(b) any agreement for the sharing of occupation of the Property

"Receiver"	any receiver or manager appointed by the Lender under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
"Secured Amounts"	all monies, obligations, liabilities whatsoever for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Borrower to the Lender in connection with the Loan Agreement or this Legal Charge
"Security"	any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Property, whether fixed or floating, or conferring priority of payment
"Warranties"	the warranties given by the Borrower to the Lender in clause 8

1 2 Construction

In this Legal Charge

- 1 2 1 the clause headings do not affect its interpretation,
- 1 2 2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule,
- 1 2 3 references to any statute or statutory provision include references to
 - 1 2 3 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom, and
 - 1 2 3 2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute,
- 1 2 4 references to the Lender and the Borrower include their respective successors in title to this Legal Charge and, in the case of individuals, their personal representatives
- 1 2 5 references to the Property include any part of them,

- 1 2 6 references to this Legal Charge include any deeds and documents varying or supplemental or ancillary to this Legal Charge or entered into pursuant to the terms of this Legal Charge,
- 1 2 7 references to the powers of the Lender or the Receiver are references to the respective powers, discretions and rights given to the Lender or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Lender or the Receiver,
- 1 2 8 "including" means "including, without limitation",
- 1 2 9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Lender or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Lender or any Receiver,
- 1 2 10 where two or more persons form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually, and
- 1 2 11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected

1 3 Particulars

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge

1 4 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

2 CHARGE

2 1 Covenant to pay

The Borrower covenants with the Lender to pay the Secured Amounts to the Lender on the due date or dates for payment in accordance with the terms of the Loan Agreement

2 2 Charges

The Borrower with full title guarantee charges to the Lender

2 2 1 the Property by way of first legal mortgage

2 3 Release

If and when no further Secured Amounts are due to the Lender and the Borrower has paid all Secured Amounts which have become due to the Lender, the Lender will at the request of the Borrower release the Property from this Legal Charge and will upon the request and at the expense

of the Borrower execute a Form DS1 and any other deed or document reasonably required by the Borrower to release this Legal Charge and the Restriction from the Title Number

3 COVENANTS

3 1 Restriction on further security

The Borrower is not to create or permit any further Security to be created in or over the Property without the prior written consent of the Lender

3 2 Disposals of the Property

The Borrower is not to sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the consent of the Lender

3 3 Restrictions on leasing

The Borrower is not to create any Letting without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed In relation to any Letting existing on or created on or after the date of this Legal Charge, the Borrower is

3 3 1 not to vary the terms of the Letting,

3 3 2 not to agree any reduction in the rent payable under the Letting,

3 3 3 not to capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance,

3 3 4 not to grant any licence,

3 3 5 to review the rent under the Letting in accordance with any rent review provisions contained within it and not agree the level of the reviewed rent without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed,

3 3 6 not to exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed

3 4 Insurance of the Property

The Borrower is to insure the buildings which form part of the Property in the joint names of the Lender and the Borrower or with the Lender's interest noted

3 4 1 against loss or damage by fire and such other risks as the Lender may reasonably require,

3 4 2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses and irrecoverable VAT taking into account cover for the effects of inflation and escalation of costs,

3 4 3 together with, where applicable, insurance for not less than three years loss of rental income under any Lettings taking into account cover for the effect of rent reviews, and

3 4 4 through a reputable insurance office or underwriters

3 5 Additional insurance obligations

The Borrower is to

3 5 1 pay all insurance premiums as soon as they become due,

3 5 2 provide the Lender on request with a copy of the insurance policies effected by the Borrower together with evidence for the payment of the last premiums for those policies,

3 5 3 hold all monies received by virtue of any insurance policies on trust for the Lender and apply them in making good the loss of or damage to the Property, and

3 5 4 pay to the Lender on demand the costs of any insurance effected by the Lender to remedy any default by the Borrower in insuring under **clause 3 4**

3 6 Repair and condition of the Property

The Borrower is

to keep all buildings forming part of the Property in a good state of repair and condition

3 7 Alterations

The Borrower is not without the prior written consent of the Lender

3 7 1 to demolish or permit any buildings or other structures on the Property to be demolished,

3 7 2 to carry out any development on the Property within the meaning of section 55 Town and Country Planning Act 1990,

3 8 Rights of access

The Borrower is to permit the Lender and any Receiver or any person appointed by them on reasonable prior notice to enter and inspect the Property with or without workmen, plant and materials to carry out any inspection, survey or valuation of the Property, to ascertain whether any breach of the covenants in this **clause 3** has occurred and to remedy, at the Borrower's cost, any breach of these covenants which has occurred

3 9 Statutory requirements

The Borrower is to comply with all statutory and other requirements affecting the Property

3 10 Covenants and conditions

The Borrower is to comply with all covenants, encumbrances and conditions which affect the Property

3 11 Taxes and outgoings

The Borrower is to pay when due and indemnify the Lender and any Receiver against all taxes, rates, duties, charges, assessments, impositions and outgoings which are properly payable in respect of the Property or by the owner or occupier of the Property

3 12 Expenses

The Borrower is to pay all Expenses due to the Lender on demand. If the Borrower does not do so, the Expenses will bear interest from and including the date of demand to and including the date of actual payment

4 VARIATION OF STATUTORY POWERS

4 1 Power of leasing

The restriction on the powers of the Lender or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge

4 2 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Amounts become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this Legal Charge but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs

4 3 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are payable in accordance with the terms of the Loan Agreement without any demand

4 4 Protection for buyers

A buyer from, tenant or other person dealing with the Lender or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable

4 5 Lender's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Lender in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge

5 EVENTS OF DEFAULT

5 1 This Legal Charge will become immediately enforceable and the powers of the Lender and the Receiver exercisable in any of the following events

5 1 1 the Borrower does not pay the Secured Amounts when they fall due,

5 1 2 the Borrower does not comply with its obligations other than a failure to pay in this Legal Charge and if the Lender acting reasonably considers that the default is capable of remedy and such default is not remedied within 10 Business Days of the earlier of (a) the Lender notifying the Borrower of the default and the remedy required and (b) the Borrower becoming aware of the default,

5 1 3 an order is made for the compulsory purchase of the whole or any part of the Property,

5 1 4 a receiver or administrative receivers appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property,

5 1 5 an administrator is appointed over the Borrower or any person makes an application to court for such an appointment, gives notice of its intention to appoint an administrator or files notice of such an appointment at court,

5 1 6 a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or a resolution is passed or an order made for the winding up of the Borrower,

5 1 7 a voluntary arrangement is made in respect of the Borrower under Part I of the Insolvency Act, or

5 1 8 the Borrower asks the Lender to appoint a Receiver in respect of the Property

6 APPOINTMENT OF RECEIVERS

6 1 Appointment of receivers

At any time after the Lender's power of sale has become exercisable, the Lender may appoint one or more than one Receiver in respect of the Property

6 2 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply

6 3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly and severally or individually

6 4 Additional or alternative receivers

The Lender may remove the Receiver and appoint another Receiver and the Lender may also appoint an alternative or additional Receiver

6 5 Agent of the Borrower

The Receiver will, so far as the law permits, be the agent of the Borrower

6 6 Borrower's liability

The Borrower alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver

6 7 Liability for default

The Lender will be not be responsible for any misconduct, negligence or default of the Receiver

6 8 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Borrower

6 9 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Lender but will be payable by the Borrower
The amount of the remuneration will form part of the Secured Amounts

6 10 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Borrower

6 10 1 to do or omit to do anything which the Borrower could do or omit to do in relation to the Property, and

6 10 2 to exercise all or any of the powers conferred on the Receiver or the Lender under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision)

6 11 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion

6 11 1 to take possession of and generally manage the Property,

6 11 2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment,

- 6 11 3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- 6 11 4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property without restriction
- 6 11 5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower,
- 6 11 6 to take, continue or defend any proceedings, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination,
- 6 11 7 to remove, store, sell or otherwise deal with any fixtures and fittings,
- 6 11 8 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,
- 6 11 9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit,
- 6 11 10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,
- 6 11 11 to borrow moneys from the Lender or others on the security of the Property or otherwise on such terms as the Receiver may in the Receiver's absolute discretion think fit for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge or for any other purpose, and
- 6 11 12 to do any other acts which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation of the Property

6 12 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this clause 6

7 DISTRIBUTIONS

7 1 Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amounts, be applied in or towards discharging in the following order of priority

- 7 1 1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment,
- 7 1 2 the remuneration of the Receiver,

7 1 3 the Secured Amounts in such order as the Lender may determine, and

7 1 4 the claims of those entitled to any surplus

8 WARRANTIES

8 1 The Borrower warrants to the Lender that

8 1 1 neither the execution of this Legal Charge by the Borrower nor compliance with its terms will

8 1 1 1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Borrower is bound, or

8 1 1 2 cause any limitation on any of the powers of the Borrower or on the right or ability of the directors of the Borrower to exercise those powers to be exceeded,

8 1 2 all consents required by the Borrower for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn,

8 1 3 no person having any charge or other form of security over the Property or any other assets of the Borrower has enforced or given notice of its intention to enforce such security, and

8 1 4 no Event of Default has occurred or is continuing

9 EXCLUSION OF LIABILITY

9 1 **Liability for loss and damage**

Neither the Lender nor any Receiver will be liable to the Borrower for any loss or damage incurred by the Borrower arising out of the proper exercise of their respective powers or any attempt or failure to exercise those powers

9 2 **Borrower's indemnity**

The Borrower agrees with the Lender to indemnify the Lender and any Receiver in respect of

9 2 1 any exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise those powers, and

9 2 2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Legal Charge or under any appointment duly made under the provisions of this Legal Charge

10 POWERS

10.1 Execution of documents

The Receiver will have power, either in the name of the Borrower or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers

10.2 Power of attorney

The Borrower irrevocably appoints the Lender and separately the Receiver by way of security to be the attorney of the Borrower, with full power to appoint substitutes and to sub-delegate, for the purposes set out in clause 10.3

10.3 Extent of power of attorney

The power of attorney given in clause 10.2 permits the Lender or the Receiver in the name of and on behalf of the Borrower

10.3.1 to perfect the security given by the Borrower under this Legal Charge, and

10.3.2 to execute any document or do any act or thing which the Borrower is obliged to execute or do under this Legal Charge or which the Lender or the Receiver may in their absolute discretion consider appropriate in connection with the exercise of any of the powers of the Lender or the Receiver

10.4 Time for compliance

The Lender may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by the Borrower of the Borrower's obligations or conditions contained in this Legal Charge without prejudice to the Lender's rights and remedies in respect of any subsequent breach of them

10.5 Other indebtedness

The Borrower authorises the Lender to receive from the holder of any prior or subsequent charge details of the state of account between such holder and the Borrower

10.6 No liability as mortgagee in possession

Entry into possession of the Property, for whatever reason, will not render the Lender or any Receiver liable to account as mortgagee in possession

10.7 Use and disposal of chattels

If the Lender or the Receiver obtains possession of the Property, the Lender or the Receiver may use and remove, store or sell any chattels on the Property without being under any liability to the Borrower other than to account for the net proceeds of the sale. All expenses and liabilities incurred

by the Lender or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amounts

11 NOTICES

11.1 Form of notices

Any notice served under this Legal Charge is to be

11.1.1 in writing,

11.1.2 signed by an officer of the party serving the notice or by its solicitors,

11.1.3 delivered by hand, first class post, pre-paid or recorded delivery or fax at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time

11.2 Time of receipt

If a notice is received after 4.00 pm on a Business Day, or on a day which is not a Business Day, it is to be treated as having been received on the next working day

11.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received,

11.3.1 if delivered by hand, at the time of delivery,

11.3.2 if sent by post, on the second Business Day after posting, or

11.3.3 if sent by fax, at the time of transmission

12 LAW AND JURISDICTION

12.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law

12.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge

13 EXECUTION

The Lender and the Borrower have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars

SIGNED as a deed by)
L & W PROPERTY LIMITED)
acting by a director in the presence of)

Director

SIGNED as a deed by)
CLEAR MANAGEMENT SOLUTIONS LIMITED)
acting by a director in the presence of)



Director



HAYWARD MOON
CHESTNUT COURT
WINGFIELD STREET
IPSWICH
SUFFOLK
IP4 1AR