



**Registration of a Charge**

Company name: **MARY WARD SETTLEMENT**

Company number: **00046188**



X77YY73E

Received for Electronic Filing: **12/06/2018**

---

**Details of Charge**

Date of creation: **11/06/2018**

Charge code: **0004 6188 0007**

Persons entitled: **HERITABLE DEVELOPMENT FINANCE LIMITED**

Brief description: **NONE**

**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: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GLOVERS SOLICITORS LLP**



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

Company number: 46188

Charge code: 0004 6188 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th June 2018 and created by MARY WARD SETTLEMENT was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2018 .

Given at Companies House, Cardiff on 14th June 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**

**HERITABLE DEVELOPMENT FINANCE LIMITED**

**CHARGE OVER CASH DEPOSIT**

(Held by Third Party)

(Private Individual or Corporate Body)

**The Schedule**

Date:	11 June 2018
Depositor:	<b>MARY WARD SETTLEMENT</b> (a company limited by guarantee incorporated in England and Wales under company number 00046188 and registered with the Charity Commission under registration number 223066) whose registered office is at 42 Queen Square, London WC1N 3AQ
Designated Account:	With (Bankers): [REDACTED] Account Number: [REDACTED] Account Name: [REDACTED] Account Type: [REDACTED]
Depositor's Solicitors:	LINKLATERS LLP One Silk Street London EC2Y 8HQ (Ref: L-012445)

**THIS CHARGE** is made on the date set out on the Schedule BETWEEN **THE DEPOSITOR** of the one part and **THE LENDER** of the other part

NOW IT IS WITNESSED:-

**1. Definitions**

The Depositor: The Depositor described in the Schedule and so that where the Depositor includes more than one person or corporate body the term "the Depositor" shall be construed as referring to all or any one or more of those persons or corporate bodies and the obligations of the Depositor shall be joint and several

The Lender: Heritable Development Finance Limited (company number 08606584) whose registered office is at Reliance House, Sun Pier, Medway Street, Chatham, Kent ME4 4ET acting as agent and security trustee for the Finance Parties and where the context admits the term "the Lender" includes its successors and assigns whether immediate or derivative and any other company or bank into which it may be absorbed or with which it may amalgamate

The Finance Parties: Heritable Capital Limited (company number 08775777) whose registered office is 1020 Eskdale Road, Winnersh, Wokingham, Berkshire, RG41 5TS and OneSavings Bank Plc (company number 07312896) whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET including their respective successors and assigns whether immediate or derivative and any other company or bank into which they may be absorbed or with which they may amalgamate

The Loan Agreement Any present or future loan agreement or facility letter pursuant to which this Charge is intended to provide security to the Lender now or at any time in the future (including any agreement or letter amending supplementing or replacing it or them) and so that where the Loan Agreement includes more than one such document the term "the Loan Agreement" shall

	(as the context so admits or requires) be construed as referring to all or any one or more of them
The Deposited Sum	All monies in whatever currency now and from time to time and at any time standing to the credit of the Designated Account
The Designated Account	The Designated Account described in the Schedule and so that where the Designated Account includes more than one account the term "the Designated Account" shall be construed as referring to all or any one or more of those accounts
The Charged Assets	The Deposited Sum deposited by the Depositor in the Designated Account and all other sums from time to time standing to the credit of the Depositor in (and the benefit of the debt represented by) the Designated Account whether in addition to or by way of renewal of or replacement for any sum or sums previously deposited in the Designated Account or otherwise together in each case with any interest from time to time accruing in respect thereof and all other property and assets which at any time are charged in favour of or held by the Lender under or pursuant to this Charge
Interest Rate	Save as may otherwise be awarded by a court or arbitral tribunal or stipulated by statute the rate of interest specified in the Loan Agreement or where there is no Loan Agreement or the rate therein cannot be ascertained the usual rate or rates of interest charged by the Lender in accordance with its usual practice payable on such days as the Lender may from time to time determine and compounded at an annual rate higher by 2% in the event of it not being punctually paid with monthly quarterly or other periodic rests as the Lender shall deem fit

(but without prejudice to the right of the Lender to require payment of such interest) and in the absence of manifest error the certificate of an authorised officer of the Lender shall be conclusive as to the rate from time to time applicable

#### The Liabilities

All monies and liabilities now and from time to time and at any time due owing or incurred to the Finance Parties and the Lender (in its capacity as security agent and trustee for the Finance Parties) by the Depositor as mentioned in clause 4.1 be they present future actual contingent primary collateral several or joint

### 2. Consideration

In consideration of the Lender's making or continuing advances or otherwise giving time or credit or affording banking facilities or accommodation to the Depositor for so long as it may think fit at the request of the Depositor (which request is now repeated and confirmed) the Depositor has agreed to enter into this Charge and to provide the charge and other assurances to the Lender and the Finance Parties which are set out in detail in the following clauses

### 3. The Charge

3.1 This Charge is expressly made for securing present and further advances

3.2 The Depositor with full title guarantee HEREBY CHARGES to the Finance Parties and the Lender (in its capacity as security agent and trustee for the Finance Parties) by way of first fixed charge the Charged Assets and all the right title benefit and interest of the Depositor whatsoever present and future therein together with any certificates of deposit and deposit receipts or other instruments or securities relating thereto to the intent that

such charge shall operate as a charge of the Designated Account to the Finance Parties and the Lender (in its capacity as security agent and trustee for the Finance Parties) (and thus of any liability of the bankers or other persons holding the Deposited Sum to the Depositor in relation thereto) as a continuing security for:-

3.2.1 the discharge of all the Liabilities

3.2.2 all costs and chargee's expenses arising hereunder as hereinafter provided together in each case with interest thereon from day to day from demand until full discharge (as well after as before judgment or the insolvency of the Depositor) at the Interest Rate

#### 4. Depositor's Covenants

The Depositor COVENANTS with the Lender:-

4.1 ON DEMAND (save where otherwise agreed in writing between the parties hereto) to pay to the Lender all money and discharge all obligations and liabilities which now are or at any time hereafter may be due owing or incurred from or by the Depositor to the Lender or for which the Depositor may be or become liable to it in whatever currency denominated on any current or other account or in any manner whatever (whether alone or jointly with any other person or corporate body and in whatever style or form and whether as principal or surety) including (without prejudice to the generality of the above) all liabilities in connection with foreign exchange transactions and for accepting endorsing or discounting any notes or bills and/or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for or at the request of the Depositor or for any other matter or thing whatsoever including interest to the date of repayment (calculated at the Interest Rate and payable as well after as before judgement or the death insanity insolvency or other incapacity of the Depositor) commission fees and other charges and all legal and other costs charges and expenses on a full indemnity basis together with any Value Added Tax at the applicable rate which may be or become due in respect of all or any such matters

4.2 Not without the prior written consent of the Lender to deal with the Designated Account or any part thereof (whether by way of mortgage assignment or the creation of a trust or security interest or lien or otherwise) nor attempt or purport so to do nor allow any such interest to arise on the whole or any part of the Charged Assets (even if such interest is expressed to be subject to the security constituted by this Charge) nor to make or attempt to make any withdrawal from the Designated Account (to the intent that the provisions of this Charge shall take priority over the terms on which the Deposited Sum and any other monies are held in the Designated Account) unless and until:-

4.2.1 all the Liabilities have been discharged

4.2.2 the Lender is no longer obliged to extend and no longer extends any financial accommodation to the Depositor

4.2.3 any agreed notice of withdrawal has been given

4.3 If so required by the Lender at any time and from time to time (save where otherwise agreed in writing between the parties hereto) to add to the Designated Account such other monies (whether or not standing to the credit of any other account or accounts) as the Lender shall designate

4.4 At any time if and when required by the Lender to provide such instructions and authorities in favour of the Lender or otherwise and in such form as the Lender shall require and to execute such further charges assignments or agreements in favour of the Lender as the Lender shall from time to time require over the Charged Assets and the Designated Account to secure the Liabilities such instructions and authorities and such further charges assignments or agreements to be prepared by or on behalf of the Lender at the cost of the Depositor and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such further clauses for the benefit of the Lender as the Lender may reasonably require

4.5 To indemnify the Lender on a complete and unqualified basis against all costs claims and expenses incurred or suffered by the Lender in connection with this Charge and



the enforcement and protection of the Lender's rights hereunder and/or by reason of any payment or discharge of all or any part of the Liabilities being declared void or impeached for any reason together with interest thereon at the Interest Rate from the date upon which the same are incurred until the date of repayment and until repayment such sums and interest shall be charged upon the Charged Assets

4.6 For the avoidance of doubt it is hereby agreed that the expression "expenses" includes all costs monies charges and expenses properly paid and all liabilities properly incurred by the Lender (including legal costs charges and expenses ascertained as between solicitor and own client) on or in connection with or incidental to the Charged Assets and this Charge and all expenses herein covenanted by the Depositor to be paid and in particular in connection with

4.6.1 obtaining any information in connection with the Charged Assets

4.6.2 considering enforcing or attempting to enforce the rights and powers of the Lender hereunder or under the general law

4.6.3 doing or considering any other matter or thing whatsoever which the Lender reasonably considers to be for the benefit of or preservation of the security hereby created

4.7 To deposit with the Lender and to permit the Lender during the continuance of this security to hold and retain all documents relating to the Charged Assets as the Lender may from time to time require and not without the prior written consent of the Lender to give or vary or attempt or purport to give or vary any instructions relating to the Designated Account

4.8 To execute and do all such assurances and things as the Lender may from time to time and at any time during the continuance of the security hereby constituted reasonably require for protecting preserving or perfecting the security constituted by this Charge or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers rights authorities duties or discretions conferred on the Lender by this Charge and in particular (but without limitation) the Depositor shall forthwith upon

the execution of this Charge execute and deliver to the bankers or other persons holding the Deposited Account two copies of a letter of authority in such form as the Lender shall require.

## 5. Power of Sale

5.1 Section 103 of the Law of Property Act 1925 shall not apply hereto and the statutory power of sale and other powers (whether given by statute or expressed herein) shall be exercisable without further notice at or at any time after demand for payment of any money or the performance of any obligation or discharge of any liability hereby secured

5.2 No person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

## 6. The Lender's Rights

6.1 At any time the Lender may exercise the following powers without prejudice to this Charge and without discharging or in any way affecting the Liabilities:-

6.1.1 determine vary or increase any credit or facilities to the Depositor in any manner whatsoever

6.1.2 renew determine vary or increase any bills notes or other negotiable securities

6.1.3 grant to the Depositor or to any other person or corporate body any time indulgence or other concession

6.1.4 apply any payment received by the Lender at the Lender's discretion in or towards payment of such part or parts of the Liabilities (whether principal interest costs or otherwise) in such manner as the Lender deems fit

- 6.1.5 deal with exchange release modify renew vary or abstain from taking perfecting or enforcing any securities or other guarantees or rights available or which the Lender may now or hereafter have from or against the Depositor or any other person or corporate body
- 6.1.6 compound with discharge or release the Depositor or any other person or corporate body and concur in accepting or varying any compromise arrangement or settlement
- 6.1.7 agree with the Depositor at any time as to the application of any advance made or to be made to the Depositor
- 6.1.8 release compound with discharge or modify the liability of any person or corporate body included in the expression "the Depositor" or make any other arrangements with such person or corporate body as the Lender may decide
- 6.1.9 transfer or assign any or all of the Lender's rights and powers under this Charge to any other person or corporate body
- 6.1.10 effect any change in the constitution of the Lender or be party to or the subject of any transaction involving its absorption in or amalgamation with any other corporate body or the acquisition of all or part of its undertaking by any other corporate body
- 6.1.11 enter into any lawful agreement which the Lender deems fit to vary the priority of all or any claims against the Depositor as between the Lender and any other secured creditor of the Depositor and to execute any such agreement in the name of the Depositor
- 6.2 At or at any time after demand as aforesaid the Lender may exercise the following powers without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925 and without prejudice to this Charge and without discharging or in any way affecting the Liabilities:-
  - 6.2.1 take possession of the Charged Assets or any part thereof
  - 6.2.2 call in collect or otherwise deal with the Charged Assets or any part thereof

6.2.3 exercise any power conferred on a receiver or administrative receiver by statute to the extent that the same is or may be applicable to the Charged Assets

6.2.4 for the purposes aforesaid or any of them to execute and do all such assurances and things in the name of the Depositor or otherwise as it shall think fit

6.3 All money or other consideration of whatsoever nature received by the Lender in the exercise of any powers conferred by this Charge shall forthwith become charged with the payment of all monies obligations and liabilities secured hereby and shall be applied after the discharge of all liabilities (if any) having priority thereto in or towards satisfaction of such of the monies obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may (until the receipts are equal to or greater than the sums hereby secured) credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine)

## 7. Consents and Notices

7.1 Any consent to be given by the Lender hereunder may be given by writing under the hand of an authorised officer of the Lender

7.2 A demand for payment or any other demand or notice under this Charge shall be effective notwithstanding the death insanity insolvency or other incapacity of the Depositor and shall be made or given in writing by any agent or solicitor or authorised officer of the Lender and (in the case of an individual) served upon the Depositor or his personal representatives personally or delivered or sent by first class letter post facsimile transmission to the Depositor or his personal representatives at his or their usual place of abode or place of business last known to the Lender or (in the case of a corporate body) served on any one of its directors or the company secretary or delivered or sent as aforesaid

to its registered office or the address or place of business of the Depositor last known to the Lender or (in either case) delivered or sent as aforesaid to the address of the Depositor stated in the Schedule and a demand or notice so addressed and posted shall be deemed to be delivered forty eight hours after posting and shall be effective notwithstanding that it be returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted and any notice or demand sent by facsimile transmission shall be deemed to have been served at the time of despatch and shall be effective notwithstanding any incomplete or distorted transmission and in proving such service it shall be sufficient to prove that the notice or demand was transmitted to the number last known to the Lender from which the appropriate acknowledgement of receipt was obtained

7.3 In the case of the death of any person a party hereto and until receipt by the Lender of notice in writing of the grant of representation to the estate of the deceased any notice or demand by the Lender sent by first class letter post or facsimile transmission as aforesaid addressed to the deceased or to his personal representatives at the usual place of abode or place of business of the deceased last known to the Lender shall for all purposes be deemed a sufficient service of a notice or demand by the Lender on the deceased and his personal representatives and shall be as effectual as if the deceased were still living

7.4 Any such notice or demand or (in the absence of manifest error) any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Depositor if signed by any agent or solicitor or authorised officer of the Lender

7.5 The Lender shall only be deemed to have had notice of any matter relating to this Charge or to the Depositor if the Lender has in fact received notice in writing of such matter at its London address for service or at such other address as shall be notified by the Lender to the Depositor from time to time

## 8. Continuing Security and Banking Powers

8.1 This Charge shall be a continuing security to the Lender notwithstanding the death insanity insolvency or other incapacity of the Depositor and shall not be prejudiced by repayment or partial repayment of sums from time to time owing by the Depositor to the Lender or by the settlement of any account and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any collateral or other securities now or hereafter held or available for any of the moneys hereby secured (even if the same shall be taken without the consent or against the prohibition of the Depositor in respect of moneys for which the Depositor is or shall be liable as surety only) and this Charge shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

8.2 The Lender may from time to time give time for payment of any bill or bills of exchange or any promissory note or notes or any other security or securities which may have been discounted for or received in account from the Depositor by the Lender or on which the Depositor shall or may be liable as drawer or endorser or otherwise liable thereon as the Lender shall in its discretion think fit without in any manner releasing the Depositor or affecting the security hereby created and nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Depositor to the Lender or any right or remedy of the Lender thereunder

8.3 The Lender may upon receiving notice of any charge or other interest (whether actual or purported) affecting the Charged Assets or any part thereof (whether or not the Lender has consented hereunder to such charge or the creation of such other interest) close the then current account and open a new account with the Depositor and if

the Lender does not open a new account then (unless the Lender gives express notice to the contrary to the Depositor) it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time no money paid in or carried to the credit of the Depositor in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on the said closed account at the time when it received such notice as aforesaid

8.4 If the Depositor shall have more than one account with the Lender (whether in the name of the Lender for the account of the Depositor or of the Depositor jointly with others and whether current deposit loan or any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency and wheresoever situate) the Lender may at any time and without any prior notice on that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit or in respect of which there are outstanding liabilities or obligations (be they present future actual contingent primary collateral several or joint) and where such combination or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency for which the Depositor is liable with the existing currency so converted

8.5 None of the persons or corporate bodies included in the expression "the Depositor" shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons or corporate bodies included in the expression "the Depositor"

8.6 The execution of this Charge by the Depositor shall constitute an authority on the part of the Depositor to the Lender to disclose to any bank or financial institution to whom the Lender is proposing to transfer or assign all or any of its rights hereunder or to offer or grant a participation in any loan secured by this Charge such information concerning the affairs of the Depositor insofar as they relate to the Deposited Sum and/or the Designated Account in such manner and to such extent as the Lender shall from time to time

deem fit

## 9. Currency Clauses

9.1 All moneys received or held by the Lender under this Charge may from time to time be converted into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Depositor in that currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency to be acquired with the existing currency

9.2 If and to the extent that the Depositor fails to pay on demand any amount due the Lender may in its absolute discretion and without notice to the Depositor purchase at any time thereafter so much of a currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Depositor in such currency hereby secured at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing such currency with sterling and the Depositor hereby agrees to indemnify the Lender against the full sterling price (including all costs charges and expenses) paid by the Lender

9.3 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Depositor in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Lender shall have a further separate cause of action against the Depositor and shall be entitled to enforce the security hereby created to recover the amount of the shortfall



## 10. Power of Attorney

10.1 As security for the covenants hereinbefore contained and in consideration of the Lender making available or continuing to make available banking facilities to the Depositor the Depositor hereby irrevocably during the continuance in force of this security appoints the Lender and the persons and corporate bodies deriving title under the Lender any person nominated in writing under the hand of an officer of the Lender or any successor in title severally to be the attorney of the Depositor for the Depositor and in the Depositor's name and on the Depositor's behalf to execute seal and deliver or otherwise perfect any deed or other instrument or act which may be required or deemed proper for any of the purposes of this security (including any authority or other charge, assignment or agreement referred to in clause 4.4 and clause 4.8) or to protect the interest of the Lender hereunder and this appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971

10.2 The Depositor hereby covenants with the Lender and its successors in title that on request the Depositor will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Lender or by the Depositor at the instance of the Lender in the exercise or purported exercise of its powers and the Depositor irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender by the Depositor

## 11. Consolidation and Miscellaneous

11.1 The restriction of the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Charge or to any security given pursuant hereto

11.2 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right

or remedy preclude its further exercise or the exercise of any other right or remedy

11.3 The security given to the Lender pursuant to this Charge shall extend to all the Liabilities whether or not the Lender was an original party to the relevant transaction or transactions by virtue of which the Liabilities or any part may from time to time arise

11.4 Each of the provisions of this Charge (here meaning not only clauses within it but also individual words and phrases appearing within those clauses) is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

11.5 Each person and corporate body included in the expression "the Depositor" agrees to be bound by this Charge notwithstanding that any other such person or corporate body intended to execute or be bound may not do so or be effectually bound and notwithstanding that this Charge may be determined or become invalid or unenforceable against any one or more such persons or corporate bodies whether or not the deficiency is known to the Lender

11.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the provisions of this Charge shall not be enforceable by any third party who (but for the provisions of that Act) would not have been entitled to enforce those provisions

## 12. Warranty and Undertaking

12.1 The Depositor hereby represents and warrants that the Depositor has full power authority and legal right to give and to observe the terms and conditions of this Charge and that there is no provision in the memorandum or articles of association or any other constitutional document of any corporate body included in the expression "the Depositor" or in any other corporate document mortgage indenture trust deed or any other agreement binding upon the Depositor or affecting the Depositor which would inhibit or prevent the Depositor from entering into the obligations set out in this Charge or prevent

conflict with or affect the Depositor's performance or observance of any of the terms of this Charge

12.2 The Depositor hereby undertakes to the Lender that the Depositor will obtain and maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of the Depositor's obligations hereunder

### 13. Proper Law and Jurisdiction

13.1 This Charge shall be governed by and construed in accordance with the Law of England and Wales and the Depositor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts in England and Wales

13.2 Without prejudice to the generality of the provisions of section 1139 of the Companies Act 2006 (as amended from time to time) and the Civil Procedure Rules for the time being the Depositor hereby irrevocably authorises and appoints the solicitors named in the Schedule (or such other person being a firm of solicitors resident in England or Wales as the Depositor may by notice to the Lender substitute) to accept service of all legal process arising out of or connected with this Charge and service on those solicitors (or such substitute) shall be deemed to be service on the Depositor

### 14. Headings and Interpretation

14.1 The subject headings are for information only and do not affect the construction or effect of this Charge

14.2 Words importing the masculine gender only include the feminine gender and words importing the singular number may include the plural number and vice versa

14.3 Words denoting or referring to a natural person shall include a body corporate and vice versa

14.4 Any reference to a statute includes any amendment or re-enactment of it for the time being in force and (where the context so admits or requires) any antecedent statute amended or re-enacted by that statute and any statutory instrument regulation or order deriving authority or validity from it or them

IN WITNESS whereof the Depositor has executed and delivered this Charge as a deed on the date shown in the Schedule

**IMPORTANT NOTICE**


**This Charge creates extensive legal obligations binding upon the Depositor. The Lender has advised the Depositor not to sign this Charge until the Depositor is fully prepared to enter into the obligations that it creates and to seek independent legal advice before accepting those obligations.**

**In executing this Charge, the Depositor acknowledges receipt of that advice and confirms that the Depositor has either acted upon it or, alternatively, has decided not to do so uninfluenced by any statement or representation made or purporting to be made by or on behalf of the Lender.**

Executed as a Deed by

**MARY WARD SETTLEMENT**

acting by a director in the presence of:-

)   
)  
)


Director

Witness Signature:

Witness Name:

Address:

Occupation:

  
ALLISTER DUNCAN  
79 ALVERSTONE AVENUE  
EAST BARNET  
HERTS EN4 8ED  
ACCOUNTANT