



*****Date *****

**The Persons listed in Schedule 1
to this Charge**

- and -

Investec Bank plc

**CHARGE OVER ACCOUNTS
(FOR COMPANIES OTHER THAN CORPORATE TRUSTEES)**

| CHECKLIST TO COMPLETE BEFORE USING THIS CHARGE¹ | | YES | NO |
|--|---|--------------------------|--------------------------|
| 1. | Are each of the Chargors (as defined on page 1 of this Charge) companies (rather than individuals), but not entering into this Charge in their capacity as a corporate trustee? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Are each of the Chargors incorporated in England and Wales? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Are each of the Accounts (as defined on page 1 of this Charge) held with Investec Bank plc? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Are each of the Accounts held in England and Wales? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO" OR "I DO NOT KNOW", DO NOT USE THIS FORM OF AGREEMENT. INSTEAD, PLEASE SEEK ADVICE FROM BANKING LEGAL – PRIVATE BANK. | | | |

[*This precedent is for use by Investec Private Banking only, it is not to be used on structured property financing transactions.***]²**

¹ After completing the checklist and before sending the document to the customer, delete this checklist.

² Delete the wording in square brackets before sending the document to the customer.

This Charge over Accounts (this "**Charge**") is made on [***] 20[**]³ between:

- (1) **The Persons listed in Schedule 1 (*The Chargors*) to this Charge** (the "**Chargors**"); and
- (2) **Investec Bank plc**, a company incorporated in England and Wales with company number 00489604 whose registered office is at 30 Gresham Street, London EC2V 7QP ("**we**" or "**us**").

It is agreed:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Charge, each of the following terms shall have the following meanings:

"**Accounts**" means each of the accounts held with us listed in Schedule 2 (*The Accounts*) to this Charge as renumbered or renamed from time to time and any additional or substitute accounts in the future opened with us.

"**Agreements**" means:

- (a) the Loan Agreement;
- (b) this Charge; and
- (c) any other agreement between you and us which has been entered into in connection with, or pursuant to, the terms of the Loan Agreement.

"**Business Day**" means a weekday other than a public holiday.

"**Charged Property**" means together the Accounts and the Deposits.

"**Chargors**" has the meaning given to that term in the section entitled "Parties" at the start of this Charge.

"**Deposit**" means, in relation to an Account:

- (a) all sums of money deposited or paid now or at any time in the future to the credit of that Account; and
- (b) all other rights and benefit accruing to or arising in connection with all sums of money deposited or paid now or at any time in the future to the credit of that Account including, but not limited to, all interest from time to time accruing but unpaid on the Deposit.

"**Event of Default**" means any event or circumstance set out in condition 13 (*When we can require you to repay the Loan immediately*) of the Mortgage Loan Conditions.

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003.

"**Interest**" means an additional amount which you will be required to pay if you fail to pay any amount which you are required to under this Charge on its due date.

"**Loan Agreement**" means together:

³ **Drafting Note:** Insert the date.

- (a) the Loan Offer;
- (b) the Mortgage Loan Conditions; and
- (c) the Tariff of Mortgage Charges.

"**Loan Interest Rate**" means the rate of interest applied to the loan made available to you under the Loan Agreement as specified in the Loan Offer.

"**Loan Offer**" means the document entitled "Your Loan Offer" dated [***] (with document reference [***]).⁴

"**Mortgage Loan Conditions**" means the document entitled "Mortgage Loan Conditions [***]"⁵ (England & Wales)" which was provided to you with the Loan Offer.

"**Obligations**" means all of your liabilities to us (whether present or future, actual or contingent upon the occurrence of a particular event, and whether incurred alone or jointly with another person) including, without limitation, all sums due and that become due by you to us under any Agreement.

"**Overdue Amount**" means an amount which we have demanded that you pay under this Charge but which you have failed to pay.

"**Security**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"**Tariff of Mortgage Charges**" means the document entitled "Tariff of Mortgage Charges [***]"⁶ (England & Wales)" which was provided to you with the Loan Offer.

"**us**" has the meaning given to that term in the section entitled "Parties" at the start of this Charge.

"**we**" has the meaning given to that term in the section entitled "Parties" at the start of this Charge.

"**you**" means each of the Chargors acting individually.

1.2 Interpretation

In this Charge, references to:

- (a) "**you**" and "**your**" shall be to each Chargor acting individually and in its individual capacity;
- (b) "**you**" include references to any of your successors and, if applicable, personal representatives and executors;
- (c) "**we**" and "**us**" include references to any of our successors and any permitted assignee or transferee of some or all of our rights and/or obligations under this Charge;
- (d) an "**Agreement**" or any other document is a reference to that Agreement or other agreement as amended, novated, supplemented, extended or restated;

⁴ **Drafting Note:** Insert missing details.

⁵ **Drafting Note:** Insert date as specified on the front of the Mortgage Loan Conditions sent to customer.

⁶ **Drafting Note:** Insert date as specified on the front of the Tariff of Mortgage Charges sent to customer.

- (e) a "**person**" include references to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity; and
- (f) a provision of law (for example, section 93 of the Law of Property Act 1925) is a reference to that provision as amended or re-enacted.

1.3 **Using our discretion**

Where, under this Charge:

- (a) we have the right to take certain action;
- (b) we have the right to require you to take or not to take certain action;
- (c) something must be to our satisfaction or must be acceptable to us; or
- (d) a document must be in our preferred form,

then, unless a provision states that a right may be exercised in our absolute discretion, we will act reasonably. For example, we will be acting reasonably if:

- (i) we act as a prudent lender would; or
- (ii) we act in a way which will assist, in proportion to our action, in the preservation of this Charge or our rights under it or, in our opinion, is likely to assist in that way.

2. **PROMISE TO PAY**

You will pay to us, following receipt of a written demand from us, all of your Obligations. We may not make any demand in respect of your Obligations until we are entitled to do so under the terms of the Agreements.

3. **CHARGE OVER ACCOUNTS AND DEPOSITS**

You charge to us by way of first fixed charge, with full title guarantee, as security for the payment and discharge of all Obligations:

- (a) each Deposit; and
- (b) each Account.

4. **WITHDRAWAL OF DEPOSITS**

- (a) You agree that for as long as any Obligations are outstanding, a Deposit may only be withdrawn by you or repaid to you if we have given you our prior written permission.
- (b) If we agree to repay to you or allow you to withdraw any part of any Deposit, such repayment or withdrawal will not be deemed to be a release of this Charge over any other money then or in the future forming part of that or any other Deposit.
- (c) You agree that the terms of this Charge will override the account terms applicable to the Accounts.

5. YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us on each day that this Charge is in force that:

- (a) you are duly incorporated and validly existing under the laws of England and Wales;
- (b) you have taken all necessary action to authorise your entry into this Charge;
- (c) the execution, delivery and performance of this Charge and your obligations under it do not, and will not, breach any law or regulation which applies to you, your constitutional documents (for example, articles of association) or any other agreement you have entered into;
- (d) your obligations under this Charge are legal, valid, binding and enforceable; and
- (e) you have full legal title to the Charged Property free from all Security other than Security created under this Charge.

6. YOUR UNDERTAKINGS

For so long as any Obligations are outstanding, you promise to us that you will:

- (a) not transfer or otherwise dispose of any of your rights or interests in respect of the Charged Property to any person other than us;
- (b) not create, try to create or allow to remain outstanding any Security over any of the Charged Property other than Security created under this Charge;
- (c) not try to withdrawal any Deposit other than in accordance with Clause 4(a) of this Charge; and
- (d) not close or replace any of the Accounts without our prior written permission.

7. WHEN THIS CHARGE BECOMES ENFORCEABLE

The Security created by this Charge shall become immediately enforceable if:

- (a) an Event of Default occurs;
- (b) to the extent that such breach does not already constitute an Event of Default under paragraph (a) above, you seriously or persistently breach any of the terms of any Agreement to which you are a party, or are in breach of a statutory provision which you are obliged to observe or perform, and you fail to remedy any of these breaches within 7 Business Days of our giving notice of the breach (or any longer period we allow);
- (c) any Security is enforced by any person in respect of any of your material assets; or
- (d) you request that we enforce the Security created by this Charge.

8. OUR POWERS ON ENFORCEMENT

8.1 Our general powers

At any time after the Security created by this Charge has become enforceable we may exercise our powers to enforce that Security and in particular, we may do all or any of the following:

- (a) exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Charge) which includes, but is not limited to, a right to sell the Charged Property (as set out in Clause 8.2 (*Our power of sale*) of this Charge) and apply the proceeds from such sale against your Obligations;
- (b) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer, and any accounts so settled and passed shall (subject to any obvious error) be conclusive and binding on you and the money so paid shall be deemed an expense properly incurred by us;
- (c) exercise all or any of the rights and powers conferred by this Charge; or
- (d) do all such other acts and things as may be considered by us to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property,

in each case, as we may choose in our absolute discretion and without further notice to you.

8.2 **Our power of sale**

- (a) Section 103 of the Law of Property Act 1925 shall not apply to this Charge, and the statutory power of sale shall arise on, and be exercisable at any time after, this Charge has been signed. However, we shall not exercise such power of sale until the Security created by this Charge has become enforceable. Section 103 of the Law of Property Act 1925 says that we cannot use our power to sell the Charged Property until certain conditions have been met. If we did not disapply them, the conditions would mean, for example, that if we issued a notice asking you to make a payment, we would have to give you three months to make the payment before exercising our right to sell.
- (b) Section 93 of the Law of Property Act 1925 will not apply to this Charge. This means that if you have more than one Account charged to us and you want to pay off just one of those charges, we can refuse to release the charges separately and insist that you pay off all of the charges before releasing any of them.

8.3 **Our right of withdrawal**

At any time after the Security created by this Charge has become enforceable, we may take steps to enforce that Security, without any further or other permission from you, by applying or transferring as we think fit, in our sole discretion, all or part of any Deposit at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or part of the Obligations.

8.4 **Our right of set-off**

At any time after the Security constituted by this Charge has become enforceable, where you hold any account with us (including the Accounts), we shall, in our absolute discretion, have a right to set off all or any part of your Obligations owing to us against

any amount owed by us to you under, and in accordance with, Condition 15 (*Our right of set-off*) of the Mortgage Loan Conditions.

8.5 Our right to appropriate the Deposits

- (a) You and we both acknowledge and intend that the charges over the Charged Property will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- (b) This means that at any time when the Security created by this Charge has become enforceable, we may (by notice in writing to you) appropriate with immediate effect all or any part of the Deposits and apply it in or towards the discharge of your Obligations.
- (c) The value of any Deposit shall be its face value at the time of appropriation as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by us.
- (d) We will account to you for any amount by which the value of any appropriated Deposits exceeds your Obligations and you shall remain liable to us for any amount by which the value of any appropriated Deposits is less than your Obligations.
- (e) You agree that the method of valuing any Deposit under this Clause 8.5 is commercially reasonable.

8.6 Limitation on our liability

- (a) We shall not be liable to account to you as a mortgagee in possession in respect of all or any of the Charged Property and shall not be liable to you for any loss or damage arising from the exercise by us of all or any of the powers conferred by this Charge or the Law of Property Act 1925, save to the extent that such loss or damage is caused by our negligence.
- (b) We will not be liable to account to you for any money not actually received by us (except for money that is not so received as a result of our negligence).
- (c) We shall not be liable to you for any loss of interest caused by the determination before maturity of any Account.
- (d) We shall be liable in respect of any liability, damage, loss, costs, claim or expense of any kind or nature which arises out of the exercise or intended exercise of, or the failure to exercise, any of our powers under or by virtue of this Charge. The limitation on our liability in this paragraph (d) shall not apply where such liability, damage, loss, costs, claim or expense results from our own negligence.

8.7 Our dealings with third parties

Any purchaser or third party dealing with us may assume that our powers under this Charge and the other Agreements have arisen and are exercisable without proof that a demand for payment of the Obligations has been made by us.

9. APPLICATION OF PAYMENTS

9.1 Order of priority

Unless we are required by any law applicable to us to apply any payments received from you to reduce your Obligations in a specific order of priority, we may apply any payments received from you in such order of priority as we may decide in our absolute discretion.

9.2 Suspense account

For as long as any of your Obligations remain outstanding, we may, in our absolute discretion, place and keep to the credit of a suspense account any money received from you or realised by us in respect of your liability under this Charge. We shall not have an immediate obligation to use such money to reduce the value of the Obligations. Any amount standing to the credit of such suspense account shall bear interest at a rate which we consider to be a fair market rate.

9.3 Creation of new account

If we receive notice that you have granted Security over, or otherwise disposed of, any Deposit and/or any of the Accounts in contravention of any Agreement, we may, in our absolute discretion, suspend your account(s) and open a new account or accounts. Regardless of whether we suspend such account(s), any payments received by us after the date of the notice will be applied first to repay any of your Obligations arising after that date.

10. CONTINUING SECURITY

10.1 Continuing security

This Charge is and will remain a continuing security. This means that:

- (a) it will continue to cover the ultimate balance of your Obligations to us regardless of any changes in the amount or the nature of your Obligations; and
- (b) it will not be affected by any change in your circumstances.

10.2 Separate and independent security

- (a) This Charge shall be treated separately from, and is in addition to, any other guarantee or Security held by us now or in the future for your Obligations.
- (b) This Charge shall not prejudice any other Security, guarantee or other rights we may have.
- (c) We may, in our absolute discretion, consolidate this Charge with any other Security so that they have to be redeemed together, but it will not merge with or prejudice any other Security or our other rights.

10.3 Immediate claim

You agree that we shall not be required at any time, to enforce any of our other rights or Security or make a demand or claim payment from any person before making a claim against you under this Charge.

11. INTEREST

- (a) Interest shall accrue on any Overdue Amount from (but not including) the date on which it fell due up to (and including) the date of actual payment.

- (b) Interest shall be calculated at an aggregate rate which is your Loan Interest Rate plus 2% per annum.
- (c) You will pay any Interest accruing under this Clause 11 immediately when we ask.
- (d) If you fail to pay Interest arising on an Overdue Amount when we ask, then we will charge compound interest. This means that we will add the amount of any unpaid Interest to become part of the Overdue Amount, and then Interest shall accrue on that combined amount. Any such compounding of Interest shall be done in accordance with our normal practices but the Interest will remain immediately due and payable.

12. COSTS AND EXPENSES

You shall pay or reimburse us promptly when we ask all costs, charges and expenses (including legal fees) reasonably incurred or to be incurred by us in connection with:

- (a) the Accounts and/or the Deposits; and
- (b) registering, perfecting, holding, enforcing or seeking to enforce, exercising or preserving any right under, discharging and/or assigning this Charge and/or the Security created by this Charge (including, without limitation, the costs of any proceedings in relation to this Charge or your Obligations),

and these costs, charges and expenses shall form part of your Obligations.

13. REIMBURSING US FOR COSTS ARISING FROM PAYMENTS IN OTHER CURRENCIES

Any amount received under this Charge by us in a currency other than sterling shall be converted into sterling on the date of payment at such rate of exchange as is determined by us to be appropriate for such conversion. You shall pay the costs of such conversion.

14. FURTHER ASSURANCE

- (a) When we ask, you will execute any deed or document in our preferred form, or take any other action required by us, to perfect or enhance our Security under this Charge or to facilitate the exercise of any right, power or discretion exercisable by us under this Charge.
- (b) If any Account is renewed, replaced or renumbered or re-named, you will, on request, enter into a new security document over that renewed, replaced or renumbered or re-named account in our preferred form.

15. POWER OF ATTORNEY

- (a) To give effect to this Charge and secure the exercise of any of our powers, you irrevocably appoint us to be your attorney (with full power to substitute another person to act as your attorney for us in our place and to delegate our power to another person) to do all the things you are able to do with the Accounts and/or the Deposits, and in your name to sign or execute any documents, deeds and other instruments, and take, continue or defend any proceedings.
- (b) You approve and confirm all acts and steps that any attorney does or intends to do pursuant to its appointment under this Clause 15.

16. **RELEASE AND REINSTATEMENT**

- (a) Subject to paragraph (b) below, if all of your Obligations have been irrevocably paid in full and we are not under any further actual or contingent liability to make, advance or provide other financial accommodation to you, we will (at your request and cost), execute and do all such reasonable acts as may be necessary to release the Accounts and the Deposits from the Security created by this Charge.
- (b) If we consider in good faith that any amount received in payment or purported payment of your Obligations is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, your liability under this Charge and the Security created by this Charge shall continue and such amount shall not be considered to have been irrevocably paid.

17. **TRANSFERS AND DISCLOSURE**

- (a) You may not allow any person to take over any of your rights and duties under this Charge.
- (b) We may allow any person (a "**third party transferee**") to take over any of our rights and duties under this Charge without your consent. If we do so, your rights and those duties will continue unchanged. We will only assign or transfer if, in our reasonable opinion the third party transferee to whom we make the transfer is capable of performing our obligations under this Charge.
- (c) We may share information about you with a prospective third party transferee or its agent, or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any part of our rights and/or obligations to such transferee or the funding is actually provided.
- (d) Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Charge to a third party transferee, references in this Charge to "we", "us" and "our" shall be references to that third party transferee (for all or the relevant part, as applicable).

18. **DEMANDS AND NOTICES**

- (a) All consents, notices and demands delivered in connection with this Charge must be in writing and in English.
- (b) We may deliver a notice or demand to you at your registered office or at the address last known to us. You may deliver a notice to us at our registered office. Any notice to be delivered to us at our registered office must be marked for the attention of "Private Bank – Lending".
- (c) A notice or demand from you to us or us to you will be effective when delivered in accordance with the paragraph entitled "*When you and we will be treated as receiving a notice*" in Condition 18 (*How we contact each other and provide notices*) of the Mortgage Loan Conditions unless otherwise expressly specified below:
 - (i) if delivered personally, at the time of personal delivery; or
 - (ii) if sent to an address in the United Kingdom:
 - (1) two (2) Business Days after posting where sent by first class post;
or

(2) four (4) Business Days after posting where sent by second class post.

(d) A notice or demand under this Charge may not be delivered by telephone.

19. OUR EXCLUSION OF LIABILITY

(a) We will not be liable to you or any other person for any expense, loss or liability:

(i) relating to the exercise of any rights or powers under this Charge; or

(ii) otherwise arising in connection with this Charge.

(b) Neither you nor any other person may take any proceedings against any officer, employee or agent of ours in respect of any claim that you or they might have against us or in respect of any act or omission of any kind by such officer, employee or agent of ours in relation to this Charge. Any officer, employee or agent of ours may enforce and enjoy the benefit of this Clause 19(b) under the Contracts (Rights of Third Parties) Act 1999.

20. MISCELLANEOUS

(a) Your obligations under this Charge are several and every agreement and undertaking on your part shall be interpreted accordingly.

(b) We will not lose any right we have under this Charge if we do not use that right or we delay in using it. Using a right or part of one will not prevent us from using that right again or any other right.

(c) To the extent that any provision of this Charge is or becomes invalid, illegal, unenforceable under, or contrary to, any applicable law, it will be given no effect and will be deemed not to be included in this Charge, but without invalidating any of the remaining provisions of this Charge.

(d) If we agree to release you from any of your Obligations or make any arrangements with you about this Charge (including any amendments to it), it will only be binding if we confirm it in writing.

(e) A certificate from us, acting reasonably and diligently, which confirms the amount due from you under this Charge will be binding on you, unless there is an obvious error in such certificate.

(f) Any daily interest rate applicable under this Charge shall be calculated by dividing the applicable annual interest rate by 365 days.

(g) With the exception of a third party transferee, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of this Charge.

(h) This Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Charge.

21. LAW AND JURISDICTION

(a) This Charge and our dealings with you before you entered into this Charge, are governed by the laws of England and Wales.

- (b) You agree that any legal proceedings relating to this Charge may only be dealt with by the courts of England and Wales. However, we may take legal action against you in relation to this Charge in any other applicable jurisdiction.
- (c) You shall ensure that the address of your registered office or any other address provided to us (which must be an address in England and Wales), is an effective address for serving proceedings on you.

This Charge has been executed and delivered as a deed and shall take effect on the date stated at the beginning of this Charge.

Schedule 1
The Chargors

| Name of Chargor | Registration number | Registered Office |
|------------------------|----------------------------|--------------------------|
| | | |
| | | |
| | | |
| | | |

Schedule 2
The Accounts

| Name of Account Holder | Sort Code | Account Number | Currency of Account |
|-------------------------------|------------------|-----------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Signing Pages

You⁷

Executed and delivered as a)
Deed by [***]⁸) -----
acting by:) **Director**
) Name:

)
) -----
) **Director/Secretary**
) Name:

If signing by one director and a witness, witness to sign and fill in details below:

Signed by:

Name:

Title:

Address:

Occupation:

⁷ **Drafting Note:** Insert additional signature blocks if there is more than one Chargor.
⁸ **Drafting Note:** Insert name of Company.

Us

Executed and delivered as a
Deed by **Investec Bank plc**
acting by:

)
)
)
)

Authorised Signatory
Name:

)
)
)
)

Authorised Signatory
Name:

If signing by one authorised signatory and a witness, witness to sign and fill in details below:

Signed by:

Name:

Title:

Address:

Occupation: