

Date:

Definitions:

Customer:

Bank: The Royal Bank of Scotland plc.

Lender:

Property:

Bank's Mortgage: A mortgage on the Property dated granted by the Customer to the Bank.

Lender's Mortgage: A mortgage on the Property dated granted by the Customer to the Lender.

Priority Sum: £ or any other sum agreed in writing between the Bank and the Lender in substitution for that amount.

Customer's Obligations: All the Customer's liabilities to the Bank of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another) including banking charges, commission and interest.

1 Priority Agreement

1.1 The Lender agrees that the Bank's Mortgage shall rank in priority to the Lender's Mortgage as a continuing security for the payment to the Bank of the Customer's Obligations **PROVIDED THAT** the total amount recoverable by the Bank under the Bank's Mortgage in priority to the Lender's Mortgage shall not exceed the Priority Sum together with interest and charges, in addition, calculated both before and from the date of any demand until payment and Expenses (as defined in the Bank's Mortgage) and the priority of the Bank's Mortgage shall not be affected by any fluctuations in the amount of the Customer's Obligations from time to time or by the existence at any time of a credit balance on any current or other account.

1.2 The Bank and the Lender will hold in trust any money received pursuant to the Bank's Mortgage or the Lender's Mortgage respectively to give effect to the priorities declared by this deed.

2 Assignment

The Lender undertakes not to assign or transfer the Lender's Mortgage to any other person without first procuring that that person enters into a deed with the Bank upon the same terms as this deed.

3 Pre-enforcement Receipts

Receipts by the Bank arising other than from the exercise of the powers of enforcement contained in the Bank's Mortgage or the Lender's Mortgage shall not be taken into account for the purposes of this deed and shall not be considered to be a payment towards or in reduction of the Priority Sum.

4 Governing Law

English law shall apply to this deed.

5 Interpretation

The expressions "Bank" and "Lender" where the context admits includes their respective successors in title and assigns.

In Witness of which this deed has been duly executed.

Signed and Delivered as)
a deed for and on behalf)
of the Lender by a duly)
authorised Attorney in)
the presence of:)

.....
Witness Signature – Employee of the Lender

Signed and Delivered as)
a deed for and on behalf)
of the Bank by a duly)
authorised Attorney in)
the presence of:)

.....
Witness Signature - Bank Employee

Bank Ref: