

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:**

**Bank:** The Royal Bank of Scotland plc

**Lender:**

**Charged Property:**

**Banks Address:**

## **1. Security**

1.1 The **Bank's Security** is a fixed charge on the Charged Property and associated assets dated [ ] granted by the Owner (and includes any substituted or further security taken in the future).

1.2 The **Lender's Security** is a fixed charge on the Charged Property and associated assets dated [ ] granted by the Owner (and includes any substituted or further security taken in the future).

## **2. Sharing Agreement**

2.1 The **Bank's Cap** is £[ ] and the **Lender's Cap** is £[ ], or any other Cap amounts as agreed in writing between the Bank and the Lender.

2.2 The Bank's and the Lender's Security will rank equally as continuing securities.

2.3 The proceeds from the enforcement of any of the Bank's or the Lender's Security will be distributed between the Bank and the Lender in proportion to the amount secured by each of the Bank's or the Lender's Security on the **Calculation Date** until either the Bank or the Lender has been repaid. For the purpose of calculating the proportions any excess above the Bank's Cap or the Lender's Cap will be disregarded. This will not limit the total amount recoverable by the Bank or the Lender from its Security.

The Calculation Date is the first date on which the Bank or the Lender gives notice of intention to enforce their Security or when a bankruptcy order is made against the Owner.

2.4 The Bank and the Lender will hold on trust any net receipts from the enforcement of their Security to give effect to the sharing arrangement under this deed.

2.5 The sharing arrangement above will not be affected by:

2.5.1 any fluctuations in the amounts secured by the Security, or any advances being made after the date of this deed.

2.5.2 the existence at any time of a credit balance on any account held.

## **3. Transfer**

3.1 The Bank or the Lender will ensure when transferring their Security that the transferee enters into a deed with the other party on the same terms as this deed.

3.2 References to the **Bank** and the **Lender** include their respective successors.

## **4 Registration**

4.1 The Owner agrees to the registration of this deed at the Land Registry.

4.2 The Bank and the Lender each consent to the registration of the other's Security at the Land Registry.

**5. Enforcement**

- 5.1 Unless urgent independent action is considered necessary by either party to protect their security interests, the Bank and the Lender will:
  - 5.1.1 give notice to the other of their intention to enforce their Security before any enforcement takes place.
  - 5.1.2 consult with each other over the appointment of a suitable receiver.
- 5.2 If independent action is considered urgent without notice or consultation, then written notice will be given immediately to the other party.

**6. Waiver of Confidentiality**

The Owner agrees that the Bank and the Lender can disclose to each other any confidential information concerning the Owner's business affairs and accounts.

**7. Notices**

- 7.1 All notices must be in writing.
- 7.2 Any notice by the Bank may be sent by post, fax or delivered to the Lender's contact details last known to the Bank.
- 7.3 Any notice by the Lender may be sent by post or delivered to the Bank's Address.
- 7.4 A notice signed by an official of the Bank or the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

**8. Pre-enforcement Receipts**

Only net receipts from the enforcement of the Bank's or the Lender's Security will reduce or count towards the Bank's or the Lender's Cap.

A receipt is from the "enforcement" of a Security if the Bank or the Lender has exercised a power in the Security to realise any of its security. Repayments or receipts in return for the release of any of the property charged or other rights before the Calculation Date, or the proceeds of set-off at any time, are not receipts from "enforcement" and will not reduce or count towards the Bank's or the Lender's Cap.

**9. Governing Law**

- 9.1 This deed is governed by English law and the English courts have exclusive jurisdiction.
- 9.2 The Bank, the Lender and the Owner irrevocably submit to the jurisdiction of the English courts and irrevocably agree that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on all parties and may be enforced against any party in the courts of any other jurisdiction.

Date 

D	D	M	M	Y	Y
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**The final signatory must date the document**

**Executed and Delivered** as a deed by the Lender

) \_\_\_\_\_  
 ) Director  
 )  
 ) \_\_\_\_\_  
 ) Secretary/Director

**Signed and Delivered** as a deed by  
the Owner

\_\_\_\_\_

Witness' name in full \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

**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

SAMPLE