DEED OF PRIORITY

DATE:	_____
MORTGAGE ACCOUNT NUMBER:	_____
THE EXISTING MORTGAGEE: (insert full name(s))	_____
WE/US (THE LENDER):	**State Bank of India (UK) Limited**
THE BORROWER (insert full name(s))	_____ _____
THE PROPERTY:	_____ _____ Postcode: _____

The Existing Mortgagee has a mortgage over the Property contained in a mortgage dated _____ (the **"Existing Mortgage"**).

The Company proposes to make an advance to the Borrower on the security of a mortgage (the **"New Mortgage"**) over the Property.

THIS DEED WITNESSES as follows:

1. The Existing Mortgagee agrees to the Borrower entering into the New Mortgage and that the Existing Mortgage shall be postponed to the New Mortgage and that the New Mortgage shall rank in priority to the Existing Mortgage as a continuing security for payment to the Company of the Principal Sum of £_____ plus interest, costs and other charges referred to in the New Mortgage. The priority of the New Mortgage shall not be affected by any fluctuations in the amount from time to time owing or incurred to the Company.

2. The Company may enforce the New Mortgage at any time but shall give notice to the Existing Mortgagee if it is enforcing the New Mortgage.

3. The Existing Mortgagee may not enforce the Existing Mortgage without the Company's prior written consent.

4. The parties agree that nothing contained in this Deed shall as between the Borrower and the Existing Mortgagee affect or prejudice any of the rights or remedies of the Existing Mortgagee under the Existing Mortgage, which shall remain in full force and effect subject only to the postponement of the Existing Mortgage affected by this Deed.

5. Reference to the Company includes its successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).

6. The Existing Mortgagee and the Company shall apply to the Registrar to note in the appropriate manner at HM Land Registry the priority arrangements set out in this Deed.

7. Whilst the Existing Mortgage and the New Mortgage are in place, the Existing Mortgagee and the Company shall be at liberty from time to time to disclose to each other information concerning the financial and other affairs of the Borrower.

8. This Deed shall be governed and construed in accordance with the law of England, and the parties to this Deed irrevocably submit to the jurisdiction of the English Courts

Signed (as a deed) and delivered on the date stated above.

EXECUTION PAGE

<table>
<tr><td>

EXECUTED as a DEED by
State Bank of India (UK) Limited

Acting by its duly authorised signatories:

two Directors / one Director and the Company
Secretary

_____

_____

</td><td>

)
)
) _____
) [*signature of Director*]
) Director
)
)
) _____
) [*signature of Director/Secretary*]
) Director/Company Secretary

</td></tr>
</table>

[*WHERE THE EXISTING MORTGAGEE IS A COMPANY:*][1]

<table>
<tr><td>

EXECUTED as a DEED by said
[*INSERT NAME OF EXISTING
MORTGAGEE*]

_____

Acting by its duly authorised signatories:

[two Directors] [by one Director and the
Company Secretary] [by one Director in the
presence of the Witness named
below]*[INSERT NAMES OF SIGNATORIES]
_____ and/or
_____
*Delete as appropriate

in the presence of:
WITNESS Signature:

Name (in BLOCK CAPITALS):

Address:

Occupation:

</td><td>

)
)
) _____
) [*signature of Director*]
) Director
)
)
) _____
) [*signature of Director/Secretary*]
) Director/Company Secretary

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</table>

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[1] Please copy one signature block of the correct type for each Existing Mortgagee and delete the remainder

[*WHERE THE EXISTING MORTGAGEE(S) IS/ARE INDIVIDUALS/PARTNERSHIP:*]

EXECUTED as a DEED by the said [***INSERT NAME***]	)
	)
_____	) ………………………………………………
in the presence of: **WITNESS** Signature:	
	………………………………
Name (in BLOCK CAPITALS):	
	………………………………
Address:	………………………………
	………………………………
Occupation:	………………………………

[*Repeat for each individual existing mortgagee*]

[*FOR LLPs:*]

EXECUTED as a DEED by said [***INSERT NAME OF LLP***]	
_____	)
Acting by:	)
	) _____
[two Members] [by one Member in the presence of the Witness named below]*[INSERT NAMES OF MEMBER(S)] _____ and/or _____	) [*signature of Member*]
	) Member
	)
	) _____
*Delete as appropriate	) [*signature of Member*]
	) Member
in the presence of: **WITNESS** Signature:	
	………………………………
Name (in BLOCK CAPITALS):	
	………………………………
Address:	………………………………
	………………………………
Occupation:	………………………………