

Fee Agreement

Between

Broker

Aberdeen Industrial Finance Ltd *And*
7 Queens Gardens
Aberdeen
AB15 4YD

Client

The Above named parties to this contract hereby agree that:

Upon a written offer of a Commercial Loan being made to the Client for the Property or Equipment designated below;

The client will pay an arrangement fee of _____ (%) of the total amount offered irrespective of whether or not the client decides to accept the said offer.

Payment will be made within 7 days of the date of the offer letter and the parties hereby unequivocally agree that should payment not be made within the agreed period then interest shall be applied at the rate of 8% above the prevailing base rate of the Bank of England per annum on the amount due or any part thereof.

The parties agree that Aberdeen Industrial Finance Ltd will be granted, on request, an irrevocable mandate from the Client for payment to be made direct to Aberdeen Industrial Finance Ltd by the Client's solicitor or any other party who is involved in the transfer of funds, the arrangement fee as indicated above.

It is further agreed that Aberdeen Industrial Finance Ltd can, at their sole discretion, enter into an agreement whereupon they can instruct or introduce a third party who may be used to obtain an offer of loan which shall be regarded, for the purpose of this agreement, as being on behalf of Aberdeen Industrial Finance Ltd. It is also agreed that should any lending source or third party introduced to the client by Aberdeen Industrial Finance Ltd make an offer of loan direct to the client, such an offer will be regarded as an offer attributable to Aberdeen Industrial Finance Ltd and the parties agree that the arrangement fee as defined above will become due to Aberdeen Industrial Finance Ltd.

The Client accepts that this agreement is a contract *Uberrima fides* and undertakes to make a full disclosure of all relevant information to Aberdeen Industrial Finance Ltd, in the event that the Client does not make a full disclosure of all relevant information or if the client withdraws from the application process prior to an offer being made regardless of the reason then the client accepts that Aberdeen Industrial Finance Ltd have the right to seek recovery of any costs incurred in connection with any abortive work at a rate of £150 per hour plus expenses.

The parties agree that this contract agreement is constituted under Scots Law that the Court of Aberdeen shall have exclusive jurisdiction.
In witness whereof

Name

Christopher James Dailly

Address

7 Queens Gardens
Aberdeen
AB15 4YD

Signature

Date

.....2007

Position

Managing Partner

For Aberdeen Industrial Finance Ltd

For Client(s)

PLEASE NOTE: Do not sign the above agreement if you are in doubt or if you do not wish to be bound by the terms under which you agree to settle our arrangement fees as detailed above. You should be aware that these arrangement fees will be “In Addition” to any other fees or commissions we may receive in respect of this financial transaction but will be charged in respect of the work we anticipate in bringing this transaction to a satisfactory completion on your behalf.