

SUBORDINATION AGREEMENT

THIS DEED is made as of the ____ day of _____, _____.

BETWEEN:

[NAME OF FIRST CREDITOR]
a limited company
whose registered address is [address]
(‘the First Creditor’)
- and -

[NAME OF SECOND CREDITOR]
a limited company
whose registered address is [address]
(‘the Second Creditor’)

WHEREAS each of the Parties has a claim against the following debtor (‘the Debtor’):

Name of Debtor: _____
Address of Debtor: _____

Telephone Number(s): _____
Facsimile Number: _____
Mobile Number: _____
Name of Principal: _____

AND WHEREAS the First Creditor has a claim against the said Debtor for monies owed to the First Creditor by the Debtor pursuant to a _____ [*insert name of instrument, such as Loan Agreement*] dated the ____ day of _____, _____;

AND WHEREAS the Second Creditor also has a claim against the said Debtor for monies owed to the Second Creditor by the Debtor pursuant to a _____ [*insert name of instrument, such as Loan Agreement*] dated the ____ day of _____, _____;

AND WHEREAS, notwithstanding that the Second Creditor’s claim has priority over the claim of the First Creditor, the Parties agree that the Second Creditor’s debt be subordinated to that of the First Creditor.

NOW THEREFORE THIS DEED WITNESSES as follows:

THIS IS A 2-PAGE DOCUMENT.