

TO BE SECURED ON GUARANTOR PROPERTY

To: NATIONWIDE FINANCE LIMITED (The "Financier")

The Company identified below has asked the Financier to provide it with a loan for business purposes to be made between the Financier and the Company on or after the date of this Deed (hereinafter referred to as the "Loan Agreement").

In consideration of the Financier agreeing, at the request of the Guarantor, to provide the Company with finance and enter into the Loan Agreement with;

(the "Company") whose address/registered office is at:

The Guarantor identified below ("the Guarantor") hereby agrees as follows:

1. To unconditionally and irrevocably guarantee the payment by The Company to the Financier of all sums which may at any time be due by the Company to the Financier under the Loan Agreement (and whether alone or jointly and severally with another person) and the due performance of all of the obligations of the company under the Loan Agreement.

2. Without prejudice to clause 1 above, as a separate, continuing and primary obligation, to indemnify the Financier in respect of all claims, expenses, liabilities and losses incurred or suffered by the Financier by reason of the Financier entering into the Loan Agreement or which are made or brought against or incurred by the Financier as a result of or in connection with any obligation or liability guaranteed by the Guarantor being or becoming unenforceable, invalid, void or illegal and the amount recoverable by the Financier from the Guarantor under this indemnity shall be equal to the amount which the Financier would otherwise have been entitled to recover either under the Loan Agreement or this Deed.

3. The Guarantor's liability under this Deed shall not in any way be discharged or reduced by reason of the Financier without the Guarantor's knowledge or consent, granting any time or indulgence or concession or compounding with discharging, releasing or varying the liability of the Company or any other person or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment or determining, varying, reducing or extending the terms of any agreement between the Financier and the Company or by anything done or omitted which but for this provision might operate to exonerate the Guarantor from liability.

4. The Guarantor waives all rights of subrogation and agrees not to claim any set-off or counterclaim against the Company or any other person liable or to claim or prove in competition with the Financier in the bankruptcy or liquidation of the Company or any such person or to have the benefit of or share in any payment or composition from the Company or such person or in any indemnity, guarantee or security now or hereafter held by the Financier until all monies, obligations and liabilities of the Company to the Financier have been paid, discharged and satisfied in full. Any indemnity, guarantee or security now or hereafter held by or for the Guarantor which extends to any liability hereunder and all monies at any time received in respect thereof shall be held by the Guarantor in trust for the Financier as a continuing security for the Guarantor's obligations. Any money received by virtue of this Deed may be placed to the credit of a suspense account with a view to preserving the Financier's rights to prove the whole of the Financier's claim against the Company in the event of the insolvency of the Company.

5. The Guarantee and Indemnity given by the Guarantor under this Deed will cover all liabilities incurred or owing by the Company under or in connection with the Loan Agreement notwithstanding that the incurring of such liabilities may be invalid or in excess of the powers of the Company, or of any director, agent, attorney or other person acting or purporting to act on behalf of the Company, and notwithstanding any irregularity in the incurring of such liabilities.

6. A demand shall, without prejudice to any other effective mode of making the same, be deemed to have been sufficiently made hereunder if sent by first class post to the Guarantor at the Guarantor's address stated below and shall be assumed to have reached the Guarantor within 24 hours of posting and in proving such service it shall be sufficient to prove that the demand was properly addressed and posted.

7. The Guarantor will pay to the Financier on a full indemnity basis, on demand, the amount of all costs and expenses (including legal costs) which the Financier incurs in connection with the preservation or exercise or enforcement of any rights under or in connection with this Deed or the Loan Agreement or any attempt to do so and any discharge or release, whether or not the relevant Loan Agreement has been terminated, settled, expired or otherwise Discharged including a Security Release Fee equivalent to 10% of the Loan made under the Loan Agreement on each occasion and for each type of security to be released.

8. Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

9. The Guarantor acknowledges that when this guarantee and indemnity was presented for the purpose of being signed by him there was also presented or he had previously been sent a copy of this guarantee and indemnity together with a copy of the Loan Agreement showing the amount of the Loan and repayments and other sums payable under the Loan Agreement and the terms and conditions of the Loan Agreement. The Guarantor further acknowledges that he has read and understood this guarantee and indemnity and the Loan Agreement.

10. This Deed shall be governed by and interpreted with English law

THIS DOCUMENT IS IMPORTANT

Before the Guarantor signs it the Financier recommends that the Guarantor gets advice from a solicitor or other independent legal adviser.

The liability of the Guarantor under this document covers the obligations of the Company as defined in this document. The Guarantor may be liable both instead of and as well as that Company.

The Guarantor should not sign this document unless he/she agrees to be legally bound by its terms and unless he/she is signing freely without pressure or influence on him/her from the Company or anyone else.

Signed as a Deed by:	
Signature:	X
Address:	
Date:	Phone:
Email:	
In the presence of	
Witness Name:	
Witness Signature:	
Address:	