

UNREGULATED LOAN AGREEMENT SECURED ON GUARANTOR(S) PROPERTY

LENDER	
Our Name:	NATIONWIDE FINANCE LIMITED
Our Address:	Osier Way Olney Office Park Olney Milton Keynes MK46 5FP
Agreement No:	

BORROWER	
Your business name and trading details	
Address:	
Company Reg:	Landline:
Contact:	Mobile:

SECURITY FOR LOAN	
Personal Guarantees, Debenture and Legal Charge over property as per the Legal Charge Document	ID:

LOAN DETAILS			
The Loan Amount	<input type="text"/>	Interest	£ 0.00
Number of Monthly Repayments	<input type="text"/>	The Total Debt	£ 0.00
Monthly Repayment Amount	£ <input type="text"/>	TERM AND REPAYMENTS: This Agreement commences on the Date of this Agreement. The Total Debt is payable by the number and amount of Monthly Repayments scheduled in the table opposite. The first Monthly Repayment is payable on a date which we will notify to you between 21 and 28 days after the Date of this Agreement and all subsequent Monthly Repayments are payable consecutively on the same day of each succeeding month by direct debit.	
Upfront Document fee of	£ <input type="text"/>		

THIS AGREEMENT IS NON CANCELLABLE. THERE IS NO COOLING OFF PERIOD
<u>Charges and fees will be payable by you as follows plus vat:</u> <ul style="list-style-type: none">• Interest at 5% per annum above Finance House Base Rate if you do not pay any sum payable on the due date.• Our legal costs on an indemnity basis for enforcing this Agreement.• £75.00 for being in arrears in excess of three days in respect of any sum due under this Agreement.• £95.00 for each direct debit which may be dishonored, stopped or be unpaid.• £0.00 for a Service Risk Fee payable on the same date and in the same number as the Monthly Repayments .• A Security Release Fee for the release of security equivalent to 10% of the Loan Amount under Clause 2.5 overleaf.
THE PROPERTY WHICH IS SUBJECT TO ANY LEGAL CHARGE PROVIDED BY A GUARANTOR UNDER THIS AGREEMENT MAY BE REPOSSESSED IF THE BORROWER AND GUARANTOR FAIL TO PAY US ALL SUMS DUE IN ACCORDANCE WITH THIS AGREEMENT AND GUARANTEE.
YOUR DECLARATION AND OFFER You hereby irrevocably request us to enter into this Agreement and to advance to you the Loan, and you agree to be bound by the terms of this Agreement which you have read. You confirm that this Agreement was fully completed when you signed it. You acknowledge and understand that we may pay a commission to any third party who introduced you to us and that, if you wish to know the amount paid, then you have requested and received that information either from us or from the introducer in good time before the Date of this Agreement. We use your personal information for a variety of purposes, your rights are on our Fair Processing Notice at www.nationwidefinance.co.uk or we can provide a copy. We consider such processing necessary in considering Agreements, and is a requirement. You have a right to object to our processing. By signing this Agreement you confirm that you and any other person providing personal data have understood our Fair Processing Notice.

YOUR SIGNATURE
Signed by as Borrower
Borrower's Signature(s)
<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;">X</div>

WITNESS SIGNATURE
Witness Signature: _____
Witness Name: _____
Witness Address: _____

OUR ACCEPTANCE
On behalf of the Lender: _____
Lender's Signature: _____
Date of this Agreement: _____

1. This Agreement

- 1.1 We are the Lender and You are the limited company shown overleaf as the Borrower.
- 1.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa.
- 1.3 By this Agreement we agree to lend and you agree to borrow the Loan Amount specified in the Loan Details shown overleaf and only for your business.
- 1.4 We may want someone to guarantee your obligations; we will ask you to suggest someone suitable.
- 1.5 This Agreement will come into force on the date it is signed and accepted by us.

2. Payments

- 2.1 You agree to pay to us the Total Debt by the Monthly Repayments and on the dates shown overleaf together with the Upfront Document Fee and other charges and fees shown at the times and in the amounts specified overleaf,.
- 2.2 You will pay on demand our charges shown overleaf if you default in your obligations under this Agreement
- 2.3 If, when all sums due to us under this Agreement have been repaid in full, you or any guarantor who may wish us to release any security which we have taken from a guarantor, must pay a Security Release Fee equivalent to 10% (plus VAT) of the Loan Amount on each occasion of security being released and for each type of security taken.
- 2.4 Any sum not paid by you on the due date will (unless we decide otherwise) accrue interest on a day-to-day basis at the rate of 2% per month from the date payment was due until receipt by us of the unpaid amount and both before and after judgment.
- 2.5 All amounts payable by you to us under this Agreement must be made without any deduction, withholding, set-off, counterclaim or appropriation. If you are required by tax authorities or by law to make any withholding or deduction, then the Monthly Repayments shall be increased to the extent necessary to ensure that we retain a net sum equal to the sum we would have received but for the withholding or deduction.
- 2.6 Punctual payment of the Monthly Repayments and all other sums due under this Agreement is of the essence of this Agreement. You agree that all Monthly Repayments to be made under this Agreement shall be made to our bank account by direct debit, or to such other account, we may notify to you from time to time.
- 2.8 Except as required under Clause 3 below, you may not prepay in whole or in part any Monthly Repayment prior to its due date without our prior written consent. Any prepayment made by you shall be applied towards settlement of Monthly Repayments falling due under this Agreement in reverse order of their respective due dates. No prepayments shall entitle you to a reduction of the Total Debt or any Monthly Repayment.

3. Right to demand earlier payment

- 3.1 You shall be deemed to have repudiated this Agreement and we may, by written notice to you, terminate this Agreement and/or accelerate and call in the outstanding balance of the Loan Amount under this Agreement and demand early payment of all Monthly Repayments outstanding under this Agreement if any of the following events occurs:
 - 3.1.1 you do not pay any Monthly Repayment due under this Agreement within 5 days of it being due and payable;
 - 3.1.2 you breach any term of this Agreement or any other Agreement you may have with us and, if such breach is remediable, you fail to remedy it within 7 days of written notice requiring its remedy;
 - 3.1.3 you shall be liquidated or wound up or have a petition for winding up granted or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction) or steps are taken or petition is made for the appointment of an administrator, administrative receiver, receiver or liquidator or like officer or such person is appointed over all or any of your assets;

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- 3.1.4 you arrange or attempt to arrange a composition or scheme with your creditors, or a meeting of creditors is called;
- 3.1.5 you cease or threaten to cease to carry on trading or sell or dispose of a substantial part of your business or assets without our consent;
- 3.1.6 there is any change in the control (whether direct or indirect) of you, or your present holding company shall cease to be the legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of your issued share capital from time to time;
- 3.1.7 you are unable to pay your debts as they fall due (as defined by Section 123 or 268 of the Insolvency Act 1986);
- 3.1.8 any distress execution or other legal process is levied against any of your assets or an encumbrancer takes possession of any of your assets, or any security created by you becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
- 3.1.9 this Agreement or any guarantee or security provided in connection with it is not or ceases to be fully valid, binding and enforceable or any party to any such agreement (other than us) purports to argue the same or takes any step to terminate such guarantee or security (including exercising any contractual option to do the same);
- 3.1.10 any representation made or information provided by or on your behalf to us from time to time in connection with the negotiation or continuation of this agreement is found to be incorrect as to a particular which, in our opinion, is material;
- 3.1.11 we have reasonable commercial grounds to believe that you will not make the payments or observe any of your obligations under this agreement; or
- 3.1.12 any of the events specified in this Clause 3 occurs with respect to any person guaranteeing, providing security for or otherwise supporting your obligations under this Agreement.

4. **Miscellaneous**

- 4.1 We may assign this Agreement and/or deal in any of our rights in this Agreement, but this Agreement is personal to you and you may not do any of those things.
- 4.2 Any notice shall be sent to you at the address shown overleaf or your last known business address and will be deemed delivered 48 hours after posting.
- 4.3 This Agreement contains all the terms and conditions of the loan and only variations to it signed on behalf of all parties will be effective. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- 4.4 If at any time we make any concession or allow extra time to pay, this will not affect our rights on that or any subsequent occasion.
- 4.5 Notwithstanding termination of this Agreement, any of your liabilities or obligations capable of surviving termination shall survive.
- 4.6 Any consent given by us will be conditional on no breach of this agreement occurring while the consent is in force. If a breach occurs we may withdraw the consent.
- 4.7 References in this Agreement to any statutory provision shall mean such provision as amended or re-enacted from time to time.
- 4.8 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 4.9 This Agreement is governed by English Law and you and to the exclusive jurisdiction of the courts in England.

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