

DEED OF GUARANTEE

The Guarantor hereby guarantees the payment to FuelXpress by the Applicant of all the moneys owing to FuelXpress now or which hereafter during the continuance of this guarantee may become owing by the Applicant on any account whatsoever.

- 1) Should the Applicant default in the due and punctual payment to FuelXpress, the Guarantor shall forthwith pay to FuelXpress, the sum or sums owed by the Applicant.
- 2) The guarantee shall be a continuing guarantee binding the Guarantor and shall remain in force until FuelXpress shall have received all moneys owed to it by the Guarantor.
- 3) In the event that any payment made by the Applicant shall become void or voidable in whole or in part for any reason, the Guarantor shall continue to be liable to FuelXpress as if no such payment had been made.
- 4) Where the Applicant is a company, the Guarantor's obligations under this guarantee shall not be deferred, postponed or weakened by reason of the appointment of a manager, receiver, administrator or liquidator to the Applicant or by any proceedings to wind up the Applicant.
- 5) The Guarantors obligations under this deed of guarantee shall not be prejudiced or weakened in the event the Applicant offers its creditors, either formally or informal a compromise of the moneys owed to them.
- 6) The liability of the Guarantor shall not be prejudiced or affected by any indulgence, postponement or granting of time by FuelXpress to the Applicant.
- 7) FuelXpress may in its absolute discretion, determine the order and time in which it will enforce the deed of guarantee and the order and time it will enforce its rights against any guarantor, if there is more than one.
- 8) A certificate signed by an officer of FuelXpress will be prima facie evidence of the Guarantor's indebtedness and obligations under this guarantee.
- 9) In this Deed of Guarantee unless the context requires the singular shall include the plural masculine shall include the feminine and visa and versa, and shall include reference to a corporation where required.
- 10) To secure payment of all monies which may become payable by the Applicant to FuelXpress, the Applicant hereby charges with the due payment of those monies all of the interest in real property both present and future and the Applicant consents to FuelXpress lodging a caveat, caveats or writs noting interest hereunder.
- 11) The Guarantor consent and agrees that FuelXpress may seek, obtain and exchange personal about the Guarantor with a credit reporting agency when assessing whether or not to accept the Guarantor as a Guarantor, and may also Give and exchange information with such a credit reporting agency in the enforcement of the terms of this Agreement.

IF THE APPLICANT DOES NOT PAY, YOU AS GUARANTOR WILL BE REQUIRED TO PAY; WE RECOMMEND YOU SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE SIGNING THIS DEED OF GUARANTEE.

IN WITNESS WHEREOF:

the parties have executed the guarantee thisday of 20.....
SIGNED SEALED AND DELIVERED by the said:

Guarantor's Signature

X

Name

Address

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Signature of Witness

X

Name of Witness

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Address of Witness

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Guarantor's Signature

X

Name

Address

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Signature of Witness

X

Name of Witness

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Address of Witness

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Guarantor's Signature

X

Name

Address

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Signature of Witness

X

Name of Witness

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Address of Witness

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