

Guarantee

By entering into this guarantee you may become liable instead of or as well as the Borrower.

You should seek independent legal advice before signing this deed.

This deed is made on:

1. Definitions and Interpretation

Bank

Borrower

Guarantor The initial sum advanced by the Bank to the Borrower of £

Advance

Additional Borrowing Any additional amount that the Bank lends to the Borrower after the Advance

Expenses All fees, costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) which the Bank incurs in connection with the Advance, the Additional Borrowing and this Guarantee, with Interest from the date any Expenses are incurred.

Interest Interest at the rate charged by the Bank to the Borrower under the terms of the Advance and Additional Borrowing.

Guaranteed Obligations All present and future payment obligations and liabilities of the Borrower due, owing or incurred under the Advance and Additional Borrowing to the Bank together with Interest and Expenses as payable by the Borrower.

2. Guarantee and Indemnity

- 2.1 In consideration of the Bank providing facilities to the Borrower, the Guarantor guarantees to the Bank to pay on demand the Guaranteed Obligations.
- 2.2 In addition the Guarantor as principal obligor agrees to indemnify and keep indemnified the Bank in full and on demand from and against all and any losses, costs, claims and Expenses incurred by the Bank arising out of, or in connection with, the Guaranteed Obligations.
- 2.3 The Guarantor as principal obligor also guarantees that the Borrower complies with each obligation imposed on the Borrower arising out of, or in connection with, the Guaranteed Obligations.

3. The Bank's Rights and Protections

- 3.1 This guarantee is and shall at all times be a continuing security and shall cover the liabilities owing to the Bank by the Borrower in respect of the Guaranteed Obligations.
- 3.2 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
 - 3.2.1 any payment, settlement or discharge in whole or in part of the Guaranteed Obligations;
 - 3.2.2 allowing the Borrower or any other party additional time to make any payments under the Advance or Additional Borrowing;
 - 3.2.3 the failure of the Borrower or any other party to take action required or comply with the terms of the Advance and/or Additional Borrowing;
 - 3.2.4 any act or omission by the Bank or any other party in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Borrower or any other party;
 - 3.2.5 any insolvency, bankruptcy, liquidation, administration, winding up or incapacity of the Borrower or any other party;
 - 3.2.6 the death or incapacity of the Guarantor, or any notice of his death or incapacity;
 - 3.2.7 any claim or enforcement of payment from the Borrower or any other party.

- 3.3 The Bank shall not be obliged, before taking steps to enforce any of its rights and remedies under this guarantee, to take any action whatsoever against the Borrower or any other party, including but not limited to making demand, obtaining judgment, issuing court proceedings, petitioning for bankruptcy or taking any other insolvency action.
- 3.4 This guarantee is in addition to and shall not be affected by any other judgment, security, right or remedy obtained or held by the Bank from time to time for the discharge and performance of the Borrower of the Guaranteed Obligations.

4. Agreements with the Borrower

- 4.1 The Bank may without the consent of the Guarantor at any time provide the Borrower with the Additional Borrowing.
- 4.2 Notwithstanding the provisions in clause 4.1 the Bank will provide notice in writing of the availability of the Additional Borrowing and such notice shall not be less than 14 days prior to the Additional Borrowing being advanced to the Borrower. Such notice shall not affect the Bank's right to provide the Additional Borrowing to the Borrower without the consent of the Guarantor.
- 4.3 None of the above provisions within this clause 4 shall have the effect of reducing or releasing the liability of the Guarantor under this Guarantee or otherwise.

5. Termination

- 5.1 The Guarantor may terminate this guarantee at any time by giving written notice to the Bank with termination taking place not less than one calendar month after the notice is received by the Bank.
- 5.2 Notwithstanding the provision in clause 5.1 the liability of the Guarantor under this guarantee shall continue in full force and effect in relation to all Guaranteed Obligations as at the date of expiry of the notice.
- 5.3 Any Guarantor other than the Guarantor giving notice to terminate shall remain liable to the Bank under this guarantee as continuing security.

6. Set-off

- 6.1 The Bank may at any time set off any liability of the Guarantor to the Bank against any liability of the Bank to the Guarantor, whether either liability is present or future, actual or contingent, and whether or not either liability arises under this guarantee.
- 6.2 The Bank is not obliged to exercise its rights under clause 6.1. If the Bank does exercise its right of set off it must promptly notify the Guarantor that the set-off that has been made.
- 6.3 All sums payable by the Guarantor under this guarantee shall be paid in full to the Bank in the currency in which the Guaranteed Obligations are payable without any set-off, condition or counterclaim whatsoever.

7. Certificate of Amounts

- 7.1 Any certificate, determination or notification signed by the Bank as to a rate or any amount payable under this guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

8. Notices

- 8.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this guarantee or as otherwise notified in writing to each party.
- 8.2 A notice will be deemed served two working days after the posting of the notice.

9. Governing Law

- 9.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

10. Jurisdiction

- 10.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

11. Interpretation

11.1 A reference to a party shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, or any association, trust, joint venture or consortium (whether or not having separate legal personality);

11.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

11.3 If this guarantee is provided by two or more parties defined as Guarantor then this guarantee shall be deemed to refer to those parties both together and separately and the liability under this guarantee in respect of the Guaranteed Obligations shall be joint and several;

11.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

SIGNED as a Deed by the Guarantor(s)

In the presence of a Solicitor or Licensed Conveyancer

Name of Solicitor or Licensed Conveyancer (printed):

I confirm that I have separately and independently advised the Guarantor(s) (not in the presence of the Borrower) and that I have fully explained the nature and effect of this deed to the Guarantor(s) and that he/she/they informed me that he/she/they wished to proceed.

Signed

Firm's name, address and reference