

DATED <<Date>>

DEED OF GUARANTEE AND INDEMNITY

Between

(1) << Name of Guarantor >>

and

(2) << Name of Lender >>

THIS DEED IS MADE the day of

BETWEEN:

- (1) <<Name of Guarantor>> (the "Guarantor") of <<Registered Address>>, and
- (2) <<Name of Lender>> (the "Lender") of << Registered Address >>.

BACKGROUND

- (1) The Lender has agreed to loan sums to the Borrower pursuant to the Loan Agreement.
- (2) The Lender has requested credit support in respect of the Borrower's liability to the Lender from time to time under the Loan Agreement, and the Guarantor has accordingly agreed to enter into this Guarantee and Indemnity.

IT IS AGREED:

1. Definitions and Interpretation

Borrower Shall mean <<Name of Borrower>> Limited, of <<Registered Address>>.

Guaranteed Obligations	Shall mean all present and future payment obligations of the Borrower, incurred or owing by the Borrower to the Lender under the Loan Agreement.
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Loan Agreement Shall mean a Loan Agreement between the Lender and the Borrower, dated on or about the date of this Agreement

Where the context admits, the singular shall include the plural and vice versa, and words imputing one gender shall include the other genders.

2. Guarantee and Indemnity

2.1 In consideration of the Lender entering into the Loan Agreement, the Guarantor hereby guarantees prompt payment to the Lender of the Guaranteed Obligations, whenever the Borrower does not pay any of the Guaranteed Obligations when due.

2.2 The Guarantor as principal obligor, and as a separate obligation to the

guarantee set out
Lender against all
including but not li
Lender shall becom
with the breach by t

emnify and keep indemnified the
ands, expenses, and liabilities,
sts and disbursements which the
to, arising out of or in connection
Agreement.

3. Continuing Security

This guarantee is a contin
below) and shall cover the
the Borrower in respect of t

only to termination as mentioned
me to time owing to the Lender by
ns.

4. Waiver

The Guarantor accepts tha

not be affected

4.1 by any extension of

e granted to the Borrower, or

4.2 by the release or m
whether or not notic

y or the release of any guarantor,
guarantor, or

4.3 by the neglect or fa
security, right, oblig
hold, or

ke any action with respect to any
guarantee which it may at any time

4.4 by any change by
whether by incorpor

former manner of doing business,
p formation or otherwise, or

4.5 by any intermediate
or in part.

eed Obligations, whether in whole

5. Borrower's Bankruptcy or

The Guarantor undertakes
notwithstanding that

all remain in full force and effect,

5.1 the Borrower becom
or voluntarily, and t
Agreement, or

nto liquidation, either compulsorily
ruptcy or liquidator disclaims this

5.2 the Borrower is diss

6. Lender Protections

6.1 The liability of the C
the Lender may ma
act (including, witho
this Agreement or t
might operate to di
defence to the Gua

ected by any arrangements which
with any other person or any other
cations or variation to the terms of
ich but for this provision would or
liability of or otherwise provide a

6.2 The Guarantor ack
death or bankruptcy
his heirs, successor

antee shall not be revoked by his
forbearance from the Lender, nor

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6.3 The Guarantor shall remain jointly and severally liable for the discharge of the Borrower's obligations under the Loan Agreement notwithstanding any invalidity, illegality, unenforceability or non-existence of the Borrower's liability or obligation of the Borrower in connection with the Loan Agreement. Such liability or obligation shall nevertheless be an obligation of the Guarantor as though the same had been incurred or assumed by the Guarantor and the Guarantor was the sole or principal obligor.

6.4 The Guarantor shall remain jointly and severally liable to the Lender for any default of the Borrower under the Loan Agreement notwithstanding that the Lender may not have exhausted all remedies against the Borrower.

7. Interest

The Guarantor shall pay interest on the amount outstanding under this Agreement at the rate of << >> % per annum (or the << >> base lending rate from time to time, such interest to accrue on a daily basis).

8. Payments

All monies payable by the Borrower to the Lender shall be paid in full to the Lender without any set-off in respect of the Borrower's obligations to the Lender to the Borrower or to the Guarantor.

9. Assignment by the Lender

9.1 The Lender may assign or subsume all or part of its rights or obligations under this Agreement to other parties to participate in the financing of the Borrower.

9.2 The Guarantor shall remain jointly and severally liable for the discharge of the Borrower's obligations under this Agreement.

10. Termination of the Guarantee

10.1 The Guarantor may terminate this Guarantee by giving the Lender not less than <<eg. 3 months' notice in writing.

10.2 Notwithstanding such termination, this Guarantee shall continue to apply to all monies, debts and liabilities due or owing from the Borrower to the Lender, pursuant to the Loan Agreement, up to the date of termination.

10.3 This guarantee shall remain in full force and effect in respect of monies, debts and liabilities due or owing from the Borrower to the Lender pursuant to the Loan Agreement after the date of termination.

11. Applicable Law and Jurisdiction

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including but not limited to actual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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IN WITNESS OF WHICH the parties have signed this Deed on the day and year first above written.

EXECUTED as a Deed by
<<Guarantor Name>> **LIMITED**

acting by:

.....
Director

.....
Director/Secretary

EXECUTED as a Deed by
<<Lender name>> **LIMITED**

acting by:

.....
Director

.....
Director/Secretary

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