## DATED << Date >>

### **DEED OF PERSONAL GUARANTEE**

### 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 << Address >>, and
- (2) << Name of Lender>> (the "Lender"), of << Registered Address >>

### Background

- A. The Lender has agreed to enter into a Loan Agreement with << Name of Borrower>>.
- B. The Lender has requested comfort in respect of the Borrower's obligations under the Loan Agreement, in the form of a personal guarantee from the Guarantor.

### IS AGREED as follows:-

### 1. **Definitions and Interpretation**

Guaranteed Obligations Shall mean, with reference to the Loan Agreement, all

present and future payment obligations of the Borrower, incurred or owing by the Borrower to the Lender under

the Loan Agreement.

Loan Agreement Shall mean a Loan Agreement between the Lender and

the Borrower, dated on or about the date of this

Agreement

Borrower Shall mean <<Name of Borrower>>, of <<Registered

Address>>

1.1 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

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

### 3. Lender Protections

3.1 This guarantee is a continuing guarantee (subject only to termination as mentioned below) and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Obligations.

3.2 The Lender shall n action against the Borrower before tak

3.3 This guarantee shall

- 3.3.1 the death, ba
- 3.3.2 any interme whole or in p
- 3.3.3 any neglect, due under th
- 3.3.4 any amendn

4. Interest

The Guarantor shall pay in rate of << >> % per annur time, such interest to accru

5. **Payments** 

All monies payable by the without any set-off in respe Guarantor.

6. Termination of the Guara

- 6.1 The Guarantor math than << eg. 3 month
- 6.2 Notwithstanding summonies, debts and pursuant to the Loa
- 6.3 This guarantee sha owing from the Born the date of terminat

7. Assignment by the Lende

- 7.4 The Lender may a benefit of the whole
- 7.5 The Guarantor ma guarantee.

8. Governing law and jurisd

This Deed and any dispute matter (including any nonassociated therewith) shall subject to the exclusive juri igainst the Borrower, or take any any court judgment against the ghts under this Agreement.

effect notwithstanding

f the Borrower, or

laranteed Obligations, whether in

the Lender in enforcing payment

mination of the Loan Agreement.

wing under this Guarantee at the <>> base lending rate from time to

hall be paid in full to the Lender e Lender to the

ee by giving the Lender not less

antee shall continue to apply to all from the Borrower to the Lender, date of termination.

nonies, debts and liabilities due or suant to the Loan Agreement after

other parties to participate in the ntee.

e rights or obligations under this

or in connection with its subject bligations arising therefrom or of England and Wales and urts.



# NOTE: THE GUARANTOR ENTERING INTO THIS GU

# S

### DENT LEGAL ADVICE BEFORE

**IN WITNESS** whereof the parties had the date stated at the beginning of

EXECUTED as a Deed by
<<Name of Guarantor>>

In the presence of
<<Name & Address of Witness>>

EXECUTED as a Deed by
<<Insert Lender name>> LIMITED
acting by:

Director

Director/Secretary



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