

otherwise.

4. **Borrower's Bankruptcy or Insolvency**

The Guarantor undertakes that, in the event of the Borrower becoming bankrupt or entering into liquidation, or the trustee in such bankruptcy or liquidator dying, or the Borrower being dissolved or ceasing to exist, or the Borrower being in breach of any of the covenants, stipulations and conditions contained herein, that it shall

the Borrower becoming bankrupt or voluntarily, and the trustee in such bankruptcy or in the event of the Borrower being dissolved or ceasing to exist, or the failure for any reason of the covenants, stipulations and conditions contained herein, the liability of the Guarantor.

5. **Liability**

5.1 The liability of the Guarantor to the Lender may not be affected by any arrangements which the Lender may make with any other person or any other arrangements or variation to the terms of this Agreement) which would or might operate to diminish or discharge the liability of the Guarantor.

ected by any arrangements which the Lender may make with any other person or any other arrangements or variation to the terms of this Agreement) which would or might operate to diminish or discharge the liability of the Guarantor.

5.2 The Guarantor acknowledges that the guarantee shall not be revoked by his death or by any force majeure event or assigns.

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5.3 The Guarantor agrees to act on behalf of the Borrower or by the Borrower or by any other person which may not be a party to this Agreement which is capable of being enforced by any legal limitation or circumstances when the obligation incurred or assumed by the Borrower or the Guarantor or not shall nevertheless be an obligation incurred or assumed by the Guarantor as though the same had been incurred or assumed by the Guarantor as the sole or principal obligor.

obligation incurred or assumed by the Borrower or the Guarantor or not shall nevertheless be an obligation incurred or assumed by the Guarantor as though the same had been incurred or assumed by the Guarantor as the sole or principal obligor.

5.4 The Guarantor may not be released by the Lender for any default of the Borrower, notwithstanding that the Lender may not have exhausted all its remedies against the Borrower.

the Lender for any default of the Borrower, notwithstanding that the Lender may not have exhausted all its remedies against the Borrower.

6. **Termination**

The Guarantor shall be released from the guarantee at a date (the "Termination Date") which shall be less than << insert time period in days or months >> after the date of such notice. This guarantee shall cease with respect to all dealings, transactions and engagements effected or entered into on or before the Termination Date, but shall continue to apply to all credit extended or to be extended on or after the Termination Date and to all goods in transit but not yet received at the time of the Termination Date.

written notice to determine this Termination Date shall be less than << insert time period in days or months >> after the date of such notice. This guarantee shall cease with respect to all dealings, transactions and engagements effected or entered into on or before the Termination Date, but shall continue to apply to all credit extended or to be extended on or after the Termination Date and to all goods in transit but not yet received at the time of the Termination Date.

7. **Applicable Law and Jurisdiction**

English law applies to the guarantee and the Parties agree to the non-exclusive jurisdiction of the courts of England.

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IN WITNESS WHEREOF this Agreement is executed the day and year first

executed the day and year first

before written.

SIGNED by
<<Name of Lendor>>

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

SIGNED by
<<Name of Borrower>>

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

SIGNED by
<<Name of Guarantor>> Limited

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

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