

THIS GUARANTEE is given this <<Insert day>>, <<Insert month>>, <<Insert Year>>.

By <<Insert Guarantor's name>> of <<Insert Guarantor's address>> (the 'Guarantor')

In respect of <<Insert Borrower's name>> of <<Insert Borrower's address>> (the 'Borrower')

To <<Insert Lender's name>> of <<Insert Lender's address>> (the 'Lender')

WHEREAS

- (1) The Lender agrees to loan <<Insert Amount>> to the Borrower and the Borrower agrees to accept the Amount on loan
- (2) In consideration of this Agreement the Guarantor, <<Insert Name>>, agrees to act as guarantor but also as principal
- (3) Having agreed the Amount <<Insert Amount>> the parties wish to enter into an Agreement;

IT IS AGREED:

1. Borrower's Obligations

The Borrower will observe and perform all such agreed obligations, stipulations and conditions agreed on the part of the parties under this or any other agreement. In the event of breach the Guarantor shall itself observe and perform all such agreed obligations and conditions.

2. Guarantor's Obligations

- 2.1 The Guarantor guarantees the performance of the Borrower to the Lender on all amounts now owing or which may become owing by the Borrower on account of such loans, or any other loans made, however and whenever made.
- 2.2 The Guarantor will indemnify the Lender against all actions, claims, demands, damages, losses and expenses, including but not limited to all solicitor's costs, in connection with the breach by the Borrower of any agreed obligations and conditions.

3. Waiver

Notice of the acceptance of the obligations of transactions entered into are hereby waived. The Guarantor's liability shall not be affected by any extension of time or other modification of any security given by the Borrower, or by the release or discharge of the guarantor, whether or not notice is given or failure of the Lender to take any action with respect to any such modification, endorsement or guarantee which it may at any time hold, or in connection with the merger, partnership formation or 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 liquidator dying, or in the event of 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 be 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 arrangement or variation to the terms of this Agreement) which would or might operate to diminish or discharge the liability of the Guarantor to the Lender.

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5.2 The Guarantor acknowledges that the death or by any force majeure event or assigns.

antee shall not be revoked by his death, nor his heirs, successors, or assigns.

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 which may nevertheless be an obligation incurred or assumed by the Guarantor as principal obligor.

obligation incurred or assumed by the Guarantor 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 which may nevertheless be an obligation incurred or assumed by the Guarantor as 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.

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6. **Termination**

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

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

7. **Applicable Law and Jurisdiction**

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

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IN WITNESS WHEREOF this Agreement has been executed before written.

executed the day and year first above 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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