

## Guarantee (Individual)

**THIS DEED is dated**

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Deed:

<p><b>"We / us / our / the Lender"</b></p>	<p>Cynergy Bank Limited, incorporated in England and Wales with company number 04728421, of 4th Floor, One New Change, London EC4M 9AF.</p>
<p><b>"You / your / yours / the Guarantor"</b></p>	<p>Name, address and passport number</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol>
<p><b>"The Principal"</b> (the borrower or borrowers)</p>	<p>Name and address (and company registration number if the Principal is a company or a partnership)</p>
<p><b>"Limit"</b> (in words and numbers)</p>	<p>£</p>

<b>"Facility Letter"</b>	means the facility letter dated on or about the date hereof between the Principal as borrower and us as lender, in connection with which this Deed is being entered into.
<b>"Guaranteed Obligations"</b>	means all monies, debt and liabilities now or hereafter due, owing or incurred to us by any Principal under the Facility Documents (or any of them) and under this Deed in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing on such monies, debts and liabilities and all costs, charges and expenses incurred by us under any Facility Document.
<b>"Party"</b>	Party means a party to this Deed.
<b>"Rights"</b>	means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise.
<b>"Security"</b>	means charge, pledge, lien, assignment by way of security or any other security interest securing any obligation of any person, or any other agreement having a similar effect.
<b>"Tax Deduction"</b>	means a deduction or withholding for or on account of tax from a payment under a Facility Document.

## 1.2 Interpretation

- (a) Unless defined or construed in this Deed, a term defined in or construed in the Facility Letter, or any conditions expressed to be incorporated into the Facility Letter, shall have the same meaning when used in this Deed and any notice given under or in connection with this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
- (i) us, you or any other person shall be construed so as to include, where relevant, our/its successors in title, permitted assigns and permitted transferees;
  - (ii) a clause or Schedule, is to a clause of, or a Schedule to, this Deed;
  - (iii) a Facility Document or any other agreement or instrument is a reference to that Facility Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;
  - (iv) a provision of law is a reference to a provision of any statute, treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced whether before or after the date of this Deed and all subordinate legislation made from time to time under that statute or other provision of law;
  - (v) a regulation includes any regulation, rule, official derivative, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (vi) one gender shall include a reference to the other genders; and
  - (vii) a time of day is a reference to London time.
- (c) Clause and schedule headings are for ease of reference only.

- (d) Words importing the plural shall include the singular and vice versa.
- (e) Words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- (b) Unless expressly provided to the contrary in any Facility Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Facility Document entered into under or in connection with it.

### **1.4 Deed**

This Deed is intended to take effect as a deed notwithstanding the fact that any Party may only execute this Deed under hand.

### **1.5 Unregulated agreement**

This Deed is an unregulated agreement for the purposes of the Financial Services and Markets Act 2000 and related legislation and, as a result, you understand that you are not entitled to the regulatory protections that would otherwise apply if this Deed was regulated by such legislation.

## **2. Guarantee and indemnity**

### **2.1 Guarantee and indemnity**

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to us punctual performance by each Principal of such Principal's obligations under the Facility Documents;
- (b) undertakes with us that whenever a Principal does not pay any of the Guaranteed Obligations, that Guarantor shall immediately on demand pay that amount of the Guaranteed Obligations as if it was the Principal; and
- (c) agrees with us that if, for any reason, any amount claimed by us under this Clause 2 is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and as a separate and independent obligation agrees to indemnify us and keep us indemnified in full and on demand from and against any costs, losses, claims, liabilities, damages, demands and expenses we incur or suffer as a result of a Principal not paying any amount of the Guaranteed Obligations expressed to be payable by it under any Facility Document on the date when it is expressed to be due or any failure of a Principal to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

### **2.2 Continuing guarantee**

This Deed is a continuing guarantee and Security and will extend to the ultimate balance of the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.

### **2.3 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Principal or any Security for those obligations or otherwise) is made by us in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **2.4 Waiver of defences**

The obligations of each Guarantor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to us) including:

- (a) any time, waiver or consent granted to, or composition with, any Principal or other person;
- (b) the release of any Principal or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Principal or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Principal or any other person;
- (e) any amendment (however fundamental) or replacement of a Facility Document or any other agreement or instrument or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other agreement or instrument or Security; or
- (g) any insolvency or similar proceedings of the Guarantor or any Principal.

### **2.5 Guarantor Intent**

Without prejudice to the generality of Clause 2.4 (*Waiver of defences*) each Guarantor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Facility Documents and/or any facility or amount made available under any of the Facility Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;

- (f) refinancing any other indebtedness;
- (g) any other variation or extension of the purposes for which any such Facility or amount might be made available from time to time; and
- (h) any fees, costs and/or expenses associated with any of the foregoing.

## **2.6 Immediate recourse**

Each Guarantor waives any right it may have of first requiring us to proceed against or enforce any other rights or Security or claim payment from any person before claiming from that Guarantor under this Deed. This waiver applies irrespective of any law or any provision of a Facility Document to the contrary.

## **2.7 Appropriations**

Until all amounts which may be or become payable by the Principals arising out of, or in connection with, the Guaranteed Obligations have been irrevocably paid in full, we may:

- (a) refrain from applying or enforcing any other amounts, Security or Rights held or received by us in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Guarantor or on account of any Guarantor's liability under this Deed.

## **2.8 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Principals arising out of, or in connection with, the Guaranteed Obligations have been irrevocably paid in full and unless we otherwise direct, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Facility Documents or by reason of any amount being payable, or liability arising, under this Clause 2:

- (a) to be indemnified by a Principal;
- (b) to claim any contribution from any Principal of any Principal's obligations under the Facility Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of us as Lender under the Facility Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Facility Documents by us;
- (d) to bring legal or other proceedings for an order requiring any Principal to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 2.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Principal; and/or
- (f) to claim or prove as a creditor of any Principal in competition with us.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to us by the Principals under or in connection with the

Facility Documents to be repaid in full on trust for us and shall promptly pay or transfer the same to us for application towards the Guaranteed Obligations.

## **2.9 Release of Guarantors' right of contribution**

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Facility Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Facility Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Facility Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of us as Lender under any Facility Document or of any other Security taken pursuant to, or in connection with, any Facility Document where such rights or Security are granted by or in relation to the assets of the Retiring Guarantor.

## **2.10 Additional security**

This Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by us.

## **3. Guarantee limitation**

**3.1** Without affecting Clause 2 above, if (and only if) an amount has been entered into the definition of Limit set out in Clause 1.1 (*Definitions*), the total amount which we can recover will not be more than that amount together with:

- (a) interest in respect of that total amount in accordance with Clause 5 (*Interest*) below; and
- (b) costs, charges and expenses in respect of that total amount in accordance with Clause 6 (*Costs*) below.

**3.2** If any liability under this guarantee is in a currency other than that in which the Limit is shown, we will convert the limit into that currency at the exchange rate most favourable to the currency in which the limit is shown. We will convert the currency at the exchange rate most favourable to us that applies at any time between the date on which the liability was first incurred and the date on which it is repaid or cleared in some other way.

## **4. Bank Protections**

**4.1** The liability of each Guarantor under this Deed shall not be reduced, discharged or otherwise adversely affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which we may now or after the date of this Deed have from or against any Principal and any other person in connection with the Guaranteed Obligations;

- (c) any act or omission by us or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against a Guarantor, a Principal or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Guaranteed Obligations including without limitation any change in the purpose of, any increase in or extension of the Guaranteed Obligations and any addition of new Guaranteed Obligations;
- (e) any grant of time, indulgence, waiver or concession to a Guarantor, a Principal or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, the discharge by operation of law, or any change in the constitution, name or style of a Guarantor, a Principal or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, a Guarantor, a Principal or any other person in connection with the Guaranteed Obligations;
- (h) any claim or enforcement of payment from a Guarantor, a Principal or any other person; or
- (i) any act or omission which would not have discharged or affected the liability of any Guarantor had it been a principal debtor instead of a guarantor; or
- (j) any other act or omission except an express written release by deed of each relevant Guarantor by us.

**4.2** We shall not be obliged before taking steps to enforce any of our rights and remedies under this Deed:

- (a) to take any action or obtain judgment in any court against a Guarantor, a Principal or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of a Guarantor, a Principal or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against a Guarantor, a Principal or any other person.

**4.3** Each Guarantor warrants to us that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against a Guarantor or a Principal, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, a Guarantor under this Deed but:

- (a) if any of the Rights is taken, exercised or received by a Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by that Guarantor on trust for us for application in or towards the discharge of the Guaranteed Obligations under this Deed; and
- (b) on demand by us, each Guarantor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by that Guarantor under this Clause 4.3.

**4.4** This Deed is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, Right or remedy obtained or held by us from time to time for the discharge and performance of a Principal of the Guaranteed Obligations.

## **5. Interest**

**5.1** Each Guarantor shall pay interest to us after as well as before judgment at the annual rate which is one per cent. higher than the Interest Rate on all sums demanded under this Deed from the date of demand by us or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.

**5.2** Interest under Clause 5.1 shall accrue on a day-to-day basis calculated by us on such terms as we may from time to time determine and shall be compounded on the last Business Day of each month.

## **6. Costs**

Each Guarantor shall promptly on demand, pay to, or reimburse, us on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by us in connection with:

- (a) the preparation, negotiation, execution and delivery of this Deed;
- (b) any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Deed;
- (c) any discharge or release of this Deed;
- (d) the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt so to do; and
- (e) any stamping or registration of this Deed.

## **7. Representations and Warranties**

**7.1** Each Guarantor makes the representations and warranties set out in this Clause 7 to us on the date of this Deed.

**7.2** The execution, delivery and performance of the obligations in, and transactions contemplated by, this Deed do not and will not contravene any agreement or instrument binding on a Guarantor or its assets, or any applicable law or regulation.

**7.3** Each Guarantor's obligations under this Deed are, subject to any general principles of law limiting obligations, legal, valid, binding and enforceable.

**7.4** Each Guarantor is not by reason of illness or incapacity incapable of managing its affairs.

**7.5** No litigation, arbitration or administrative proceedings are taking place, pending or, to any Guarantor's knowledge, threatened against it or any of its assets.

**7.6** None of a Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement).



**7.7** No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on any Guarantor, or to which its assets are subject, which might have a material adverse effect on a Guarantor's ability to perform its obligations under this Deed.

**7.8** Each Guarantor's payment obligations under this Deed rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

## **8. Accounts**

**8.1** We may place to the credit of a suspense account any monies received under or in connection with this Deed in order to preserve our rights to prove for the full amount of all of our claims against a Guarantor or any other person in respect of the Guaranteed Obligations.

**8.2** We may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies, obligations and liabilities the subject of this Deed as we, in our absolute discretion, may conclusively determine.

**8.3** If this Deed ceases for any reason whatsoever to be continuing, the Lender may open a new account or accounts in the name of any Guarantor.

**8.4** If we do not open a new account or accounts pursuant to Clause 8.3, we shall nevertheless be treated as if we had done so at the time that this Deed ceased to be continuing whether by termination, calling in or otherwise, in relation to a Guarantor.

**8.5** As from the time of opening or deemed opening of a new account or accounts, all payments made to us by or on behalf of a Guarantor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this guarantee is available at that time or shall the liability of any Guarantor under this guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments.

## **9. Payment mechanics**

**9.1** All payments by a Guarantor under this Deed shall be made for value on the due date at the time and in the currency in which the Guaranteed Obligations are due and payable or in such funds specified by us as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

**9.2** Payment shall be made to such account with us (or such other bank) as we specify.

**9.3** All payments to be made by a Guarantor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**9.4** We can apply or transfer any amount, now or at any time in the future (whether or not then due) to which any Guarantor is at any time beneficially entitled on any account with us in (or towards) satisfaction of any sum then due and payable by such Guarantor to us under this Deed, but which is unpaid.

## **10. Set-off**

We may set off any matured obligation due from a Guarantor under this Deed against any matured obligation owed by us to that Guarantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies,

we may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **11. Tax gross-up**

- 11.1** Each Guarantor shall make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.
- 11.2** If a Tax Deduction is required by law to be made by a Guarantor, the amount of the payment due from that Guarantor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 11.3** If a Guarantor is required to make a Tax Deduction, that Guarantor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- 11.4** The Guarantor making that Tax Deduction shall deliver to us evidence reasonably satisfactory to us that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

## **12. Dealings between us and the Principal**

- 12.1** We may, at any time, do any of the following without affecting our rights under this Deed:
- (a) refuse to give the Principal more credit;
  - (b) grant the Principal more credit;
  - (c) renew existing credit facilities to the principal or refuse to renew such facilities;
  - (d) hold over any securities for any period;
  - (e) renew any securities for any period;
  - (f) give up all or part of any Security;
  - (g) agree to take a reduced amount as full settlement or give the Principal time to pay any amount owed to us on any bills of exchange or promissory notes or on any other debts;
  - (h) make arrangements with the Principal or anyone who is liable to us for any securities;
  - (i) give up, modify, exchange any securities, or decide not to enforce or perfect any securities;
  - (j) release any person from any Security we may have taken;
  - (k) cash in any securities we hold.
- 12.2** For the purposes of Clause 12.1 above, securities means any bills of exchange, promissory notes, mortgages, charges, liens (see below), guarantees or other contracts we hold.

## **13. Other guarantees**

- 13.1** This Deed shall be in addition to and shall not be affected in any way by:

- (a) any other guarantee, including any other guarantee you have signed; or
- (b) any collateral or other Security we hold now or in the future for all or any part of the Principal's liabilities.

**13.2** No guarantee, Security or lien which we may otherwise be entitled to for any part of the Principal's liabilities will be affected by this Deed in any way.

**13.3** The liability of any person not a party to this Deed for all or part of the liabilities of the Principal shall not be affected in any way by this Deed.

#### **14. Conversion into other currencies**

We may at any time convert any money we receive under this Deed into any currency in which the Principal owes us money or debts. The amount available to us in that other currency, after allowing for or deducting all costs of conversion, will be the amount we receive under this Deed.

#### **15. Treating you as the Principal**

You waive (give up) all rights which you might be able to enforce against us or the Principal, so that you are considered to be a principal debtor in relation to the Principal's liabilities to us. We may enforce this Deed without first taking any steps or proceedings against the Principal or resorting to any other guarantee, Security, right, remedy or lien.

#### **16. Notices and demands**

**16.1** Any notice, request, demand for payment or other demand we make under this Deed may be made by any manager or officer of ours and delivered by the following methods:

- (a) by hand;
- (b) by fax;
- (c) by post; or
- (d) by electronic communication, such as e-mail.

**16.2** The notice, request or demand must be in writing and addressed to you at the last contact address, fax number or e-mail address you provided to us. If you provided to us more than one such address or number we can send or deliver the demand, request or notice to any one of the addresses or numbers you gave us.

**16.3** Any notice, request or demand will be considered to have been delivered to you as follows:

- (a) if delivered by hand, on the day of actual delivery;
- (b) if sent by post, on the Business Day following the day on which it was dispatched by pre-paid post;
- (c) if given or made by fax or other electronic communication and sent before 5:00 p.m., at the time of transmission; or
- (d) if given or made by fax or other electronic communication and sent after 5:00 p.m., on the following Business Day.

## **17. Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **18. Remedies and waivers**

No failure to exercise, nor any delay in exercising, on our part, any right or remedy under this Deed or any other Facility Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed and the other Facility Documents are cumulative and not exclusive of any rights or remedies provided by law.

## **19. Unincorporated bodies**

If the Principal is a partnership, unincorporated body, association, committee, trustee or debtor on a joint account this Deed will continue to apply if there is any change in the composition, name or style of the Principal and will continue to secure all liabilities to us of the person or people in any partnership, unincorporated body, association or committee, or any trustee or debtor.

## **20. Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

## **21. Variations**

No variation of the terms of this Deed shall be valid unless such variation is in writing and signed by all parties to this Deed.

## **22. Governing Law and Jurisdiction**

**22.1** This Deed and any non contractual obligations arising out of or in connection with it are governed by, and shall continue to be construed in accordance with, English law.

**22.2** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed) (a "**Dispute**"). The Parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party to this Deed will argue to the contrary.

**22.3** This Clause 22 is for our benefit. We will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

THIS **DEED** has been executed by you as a Deed and signed by us and is delivered and will take effect on the date set out on the first page.

**EXECUTION PAGE**

EXECUTED as a DEED and DELIVERED )  
by )  
in the presence of: )

Signature of witness .....  
Print name (in BLOCK  
CAPITALS): .....  
Address: .....  
.....  
.....  
.....  
Occupation: .....

EXECUTED as a DEED and DELIVERED )  
by )  
in the presence of: )

Signature of witness .....  
Print name (in BLOCK  
CAPITALS): .....  
Address: .....  
.....  
.....  
.....  
Occupation: .....

EXECUTED as a DEED and DELIVERED )  
by )  
in the presence of: )

Signature of witness .....  
Print name (in BLOCK  
CAPITALS): .....  
Address: .....  
Occupation: .....

EXECUTED as a DEED and DELIVERED )  
by )  
in the presence of: )

Signature of witness .....  
Print name (in BLOCK  
CAPITALS): .....  
Address: .....  
Occupation: .....

SIGNED by )  
for and on behalf of )  
**CYNERGY BANK LIMITED** ) Authorised signatory  
Print name: .....  
 )  
 )  
 ) Authorised signatory  
Print name: .....