



Registration of a Charge

Company name: **MARC (BRUTON) LTD**

Company number: **09954643**



X5JAXBH7

Received for Electronic Filing: **08/11/2016**

Details of Charge

Date of creation: **07/11/2016**

Charge code: **0995 4643 0002**

Persons entitled: **LEBANESE SWISS BANK S.A.L**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9954643

Charge code: 0995 4643 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2016 and created by MARC (BRUTON) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2016 .

Given at Companies House, Cardiff on 9th November 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

7 NOVEMBER

2016

(1) LEBANESE SWISS BANK S.A.L.

(2) DAILYRARE LIMITED

(3) MARC (UMU) LIMITED

(4) MARC (BRUTON) LIMITED

GUARANTEE AND INDEMNITY

DEED OF GUARANTEE AND INDEMNITY dated **7 NOVEMBER** 2016

- (1) **LEBANESE SWISS BANK S.A.L.** of Emile Edde Street, Hamra, Beirut, Lebanon ("the **Lender**"); and
- (2) **DAILYRARE LIMITED** (CRN 02607791) of 14-16 Bruton Place, London W13 6LX, **MARC (UMU) LIMITED** (CRN 04597195) whose registered office is at 14-16 Bruton Place London W1J 6LX and **MARC (BRUTON) LIMITED** (CRN 09954643) whose registered office is at 14-16 Bruton Place London W1J 6LX ("the **Guarantors**").

NOW THIS DEED WITNESSES and it is hereby agreed as follows:-

1. **INTERPRETATION**

Words and expressions used in this Guarantee shall where the context so admits have the same meanings as are ascribed thereto in the Loan Agreement and the rules of interpretation set out in the Loan Agreement shall apply equally to this Guarantee.

2. **COVENANT TO PAY**

- 2.01 In consideration of the Lender having made, making or continuing to make advanced or otherwise giving credit or affording facilities and services in relation to commercial and/or financial transactions for such amounts and on such terms and conditions and on such accounts and for so long as it may think to MARLON RALPH PIETRO ABELA of 14 Upper Wimpole Street, London W1G 6LR ("the **Borrower**") to include (but not by way of limitation) the loan offer of even date ("the **Loan Offer**") the Guarantors hereby unconditionally, irrevocably, jointly and severally guarantee on demand to satisfy and pay to the Lender all monies and discharge all obligations and liabilities whether present or future actual or contingent now or hereafter due owing payable or incurred to the Lender by the Borrower on any account whatsoever in whatever currency denominated whether or any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) including all liabilities in connection with foreign exchange transactions accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits loans acceptances confirmations or advanced made to or for the accommodation or at the request of the Borrower or any instruments whatsoever from time to time entered into by the Lender for or at the request of the Borrower together with interest (as well after as before any demand or judgment) to the date of payment at such rates and upon such terms as may from time to time be payable by the Borrower (or which would have been so payable but for the liquidation or other incapacity of the Borrower) commission fees and other charges and all legal costs (on a solicitor and own client basis) and other costs charges and expenses incurred by the Lender in relation to the Borrower or this Guarantee on a full indemnity basis. Any statement of account of the Borrower signed as correct by any duly authorised

office of the Lender shall be conclusive evidence against the Guarantors of the indebtedness of the Borrower to the Lender.

- 2.02 The Guarantors hereby jointly and severally agree to pay interest (to the extent that such interest is not paid by the Borrower) from the date of demand until payment on all monies obligations and liabilities hereby guaranteed (as well after as before any demand or judgment or the liquidation or other incapacity of the Borrower) at the rate specified in the Loan Offer to the Borrower as may from time to time be payable by the Borrower or would have been payable but for the liquidation or other incapacity of the Borrower or any arrangement or composition with the creditors of the Borrower upon such days and upon such terms as the Lender may from time to time determine and such interest shall be compounded in this event of it not being punctually paid with monthly rests in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest when due.

3. CONTINUING SECURITY

- 3.01 This Guarantee is a continuing security and shall secure the ultimate balance from time to time owing to the Lender by the Borrower in any manner whatsoever notwithstanding the liquidation or other incapacity or any change in the constitution of any of the Guarantors or in the name or style thereof or any settlement of account or other matter whatsoever provided always that notwithstanding determination as to one or more of the Guarantors this Guarantee is to remain a continuing security as to the others and such notice shall not affect the joint and several liability of any of the Guarantors for monies obligations or liabilities present or future actual or contingent due owing or incurred.
- 3.02 This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right remedy guarantee indemnity or security and may be enforced notwithstanding the same or any other bill note mortgage charge pledge or lien now or hereafter held or available to the Lender. It shall bind the Guarantors and each of their successors liquidator receivers trustees in bankruptcy executors administrators and legal personal representatives of the Guarantors and shall enure to the benefit of and be enforceable by the Lender and its successors transferees and assigns.
- 3.03 Notwithstanding any notice of termination or that this Guarantee ceases to be continuing for any reason whatsoever the Lender may continue any account of the Borrower or open one or more new accounts and the liability of the Guarantors hereunder shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account.
- 3.04 In the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the Guarantors or on the Guarantors' successors liquidators receivers trustees in bankruptcy executors administrators or legal personal representatives the Lender shall be at liberty without thereby affecting its rights hereunder to make or continue advances or otherwise give credit or

afford facilities to the Borrower and no monies paid from time to time by or on behalf of the Borrower shall on settlement of any claim in respect of this Guarantee be appropriated or have the effect of payment of any of the monies due from the Borrower at the time of this Guarantee ceasing to be so binding as a continuing security or of the interest thereon unless the person or persons paying in such monies shall at the time in writing direct the Lender specially so to appropriate the same to that purpose.

4. **PROTECTIVE CLAUSES**

- 4.01 If any purported obligation or liability of the Borrower to the Lender which if valid would have been the subject of this Guarantee is not or ceases to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Lender including but not limited to any defect in or want of powers of the Borrower or irregular exercise thereof or lack of authority by any person purporting to act on behalf of the Borrower or any legal or lack of authority by any person purporting to act on behalf of the Borrower or any legal or other limitation (whether under the Limitation Acts or otherwise) disability incapacity or any change in the constitution of or any amalgamation or reconstruction or liquidation of the Borrower the Guarantors shall nevertheless be jointly and severally liable to the Lender in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantors were the principal debtor in respect thereof and shall be payable by the Guarantors on demand. The Guarantor hereby agrees to keep the Lender fully indemnified against all damage loss costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability.
- 4.02 As an original and independent obligation under this Guarantee and without prejudice to any other provision in this Guarantee, the Guarantors agree that any of the monies hereby guaranteed which may not be recoverable from the Guarantors on the footing of a guarantee whether by reason of any legal limitation or incapacity on or of the Borrower or by reason of any other fact or circumstance whatsoever (and whether any such fact or circumstance shall have been known to the Lender or not) shall nevertheless be recoverable from the Guarantors as though the same had been incurred by the Guarantors as sole or principal debtor and shall be paid by the Guarantors on demand on a joint and several basis.
- 4.03 The joint and several liability of the Guarantors shall not be affected nor shall this Guarantee be discharged or diminished by reason of:
- (a) any present or future bill note guarantee mortgage charge pledge lien or other security or right or remedy held by or available to the Lender being or becoming wholly or in part void voidable or unenforceable on any ground whatsoever or by the Lender from time to time dealing with exchanging varying realising releasing or failing to perfect or enforce any of the same; or
 - (b) the Lender compounding with discharging releasing or varying the liability of or granting any time indulgence or concession to the Borrower or any other

person or renewing determining varying or increasing any bill promissory note or other negotiable instrument accommodation facility or transaction in any manner whatsoever or concurring in accepting or varying any compromise arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person; or

- (c) any act or omission which would not have discharged or affected the liability of the Guarantors had it been principal debtor instead of guarantor or by anything done or omitted which but for this provision might operate to exonerate the Guarantors; or
- (d) any variation or amendment of, or waiver or release granted under or in connection with, the Loan Agreement or other document; or
- (e) time being given, or any other indulgence or concession being granted, by the Lender to the Borrower or any other person; or
- (f) the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Lender or any other person of any other guarantee and/or indemnity or any security for any of the monies guaranteed by this Guarantee; or
- (g) any lack of or limitation on the borrowing or other powers of the Borrower or the absence of authority of any person purporting to act on behalf of the Borrower in respect of any of the monies guaranteed by this Guarantee.

4.04 Each Guarantor warrants to the Lender that it has not taken or received and undertakes not to take or receive the benefit of any security from the Borrower or any other person extending to liabilities under this Guarantee. If any such security is taken or the Guarantors receive the benefit of the same the Guarantor hereby agrees forthwith to deposit an amount equal to the value of the same with the Lender until such security is released or the benefit thereof returned to the Borrower.

4.05 Until the ultimate balance owing by the Borrower to the Lender has been paid or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement) the Guarantors waive all rights of subrogation and indemnity against the Borrower and agrees not to demand or accept or to negotiate assign charge or otherwise dispose of any monies obligations or liabilities now or hereafter due or owing to the Guarantors from the Borrower or any co-guarantor or any promissory note bill of exchange guarantee indemnity mortgage charge or other security from the same or to take any step to enforce any right against the Borrower or any co-guarantor or to claim any set-off or counter-claim against the same or to claim or prove in competition with the Lender in the bankruptcy or liquidation of the Borrower or any co-guarantor or have the benefit of or share in any payment or composition from the same or in any other guarantee indemnity or security now or hereafter held by the Lender for any monies obligations or liabilities of the Borrower. If the Guarantors receive any payment promissory note bill of exchange guarantee indemnity mortgage charge or other security or other benefit or exercises any set off or counterclaim or otherwise acts in breach of

this Clause the Guarantors agree forthwith to deposit an amount equal to the value of any benefit derived directly or indirectly therefrom with the Lender until anything so received and any benefit to derived is returned to the Borrower.

4.06 The obligations of the Guarantors under this Guarantee:-

- (a) are in addition to and not in substitution for any other guarantee and/or indemnity or any security which the Lender may at any time hold for the payment of the monies guaranteed by this Guarantee; and
- (b) may be enforced by the Lender in its discretion without first having recourse to any such other guarantee and/or indemnity or any such security, without taking any steps or proceedings against the Borrower or any other person, and without resorting to any other means of payment.

5. SET OFF AND LIEN

5.01 The Guarantors hereby agree that the Lender may at any time without notice after an Event of Default or in making demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any then existing accounts (whether deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Sterling or in any other currency) of the Guarantors alone or jointly with others wheresoever situate and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any monies owing or obligations or liabilities to the Lender of such Guarantors whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange as conclusively determined by the Lender for purchasing the currency in which the monies obligations or liabilities were due owing or incurred with the existing currency so converted.

5.02 Until the ultimate balance owing by the Borrower to the Lender has been paid or satisfied in full the Lender shall have a lien on all property and assets of the Guarantors from time to time in the possession of and a charge over all stock shares and marketable or other securities from time to time registered in the name of the Lender or its nominees whether the same be held for safe custody or otherwise and the Guarantors hereby formally assign to the Lender the benefit of all loan accounts held by the Guarantors from the Borrower.

5.03 If the Borrower is a firm or a limited company or other corporation or any committee or association or other unincorporated body the provisions herein contained which are literally applicable to the case of a single and individual debtor only shall be construed and take effect so as to give the Lender hereunder a guarantee for the monies due and unpaid and owing from such firm and every member thereof or from that limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the monies due and unpaid and owing from a single individual if the Borrower had

been a single individual and any monies shall be deemed to be so due and unpaid and owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Borrower or in the exercise thereof which might be a defence as between the Borrower and the Lender. Any amount which might not be recoverable from the Guarantors as guarantors by reason of any legal disability or incapacity of the Borrower or for any other reason whatsoever shall nevertheless be recoverable from the Guarantors as principal debtors on demand. And further in the case of a firm this Guarantee shall be deemed to be a continuing guarantee of all monies due and unpaid and owing on any such account as is hereinbefore mentioned from the person or persons carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death, retirement or admission of partners or other causes the constitution of the firm may have been wholly or partially varied and in the event of the dissolution of the firm (other than dissolution by reason only of the introduction of a further partner or partners into the firm) this Guarantee shall be deemed to be a continuing guarantee of all monies borrowed and liabilities incurred in the firm's name until receipt by the Lender of actual notice of such dissolution. And further in the case of a limited company or other corporation the guarantee shall remain in force notwithstanding the bankruptcy liquidation receivership or any change in the constitution or an amalgamation of the Borrower with a third party and any reference to bankruptcy shall be deemed to be a reference to liquidation receivership or other analogous proceeding and the monies due and unpaid and owing as aforesaid and hereby guaranteed shall be deemed to include any monies due and unpaid and owing in respect of debentures or debenture stock of such limited company or other corporation held by or on behalf of the Lender.

- 5.04 All payments to be made by the Guarantors to the Lender under this Guarantee shall be made in full without deduction or withholding of or in respect of any Tax, unless the Guarantors are required by law to make any such deduction or withholding.
- 5.05 If (i) the Guarantors are required by law to make any deduction or withholding from any payment to the Lender under this Guarantee of or in respect of any tax, or (ii) the Lender (or any person on its behalf) is required by law to make any payment of or in respect of any tax (except on account of tax on the overall net income of the Lender) on or calculated by reference to the amount of any sum received or receivable by it under this Guarantee, then:-
- (a) the Guarantors shall notify the Lender of any such requirement or any change in such requirement as soon as the Guarantors becomes aware of it;
 - (b) the Guarantors shall pay the required deduction, withholding or payment to the appropriate authority before the date on which penalties attach thereto (subject, in the case of any such tax referred to in paragraph (ii) above, to the Lender giving the Guarantors reasonable notice thereof);
 - (c) the sum payable by the Guarantors in respect of which the deduction, withholding or payment is required shall be increased to the extent necessary to

ensure that, after the making of the deduction, withholding or payment, the Lender receives on the due date and retains (free from any liability in respect of the deduction, withholding or payment) a net sum equal to that which it would have received and retained had no deduction, withholding or payment been required or made; and

- (d) forthwith after the due date of any payment referred to in this Clause, the Guarantors shall deliver to the Lender evidence satisfactory to the Lender that such payment has been made (including all relevant tax receipts if they are available).

6. UNDERTAKINGS

- 6.01 Each of the Guarantors hereby jointly and severally undertake to the Lender that it will obtain and maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of its obligations hereunder.
- 6.02 The Guarantors hereby undertake to the Lender that the obligations of the Guarantors under this Guarantee will rank at all times at least *pari passu* with all its other existing and future indebtedness obligations and liabilities actual or contingent from time to time (save those as by law rank as preferential in a winding-up).

7. POWERS OF THE LENDER

- 7.01 Any money received in connection with this Guarantee may be placed to the credit of a suspense account with a view to preserving the right of the Lender to prove for the whole of its claims against the Borrower or any other person liable or may be applied by the Lender in or towards satisfaction of such of the monies obligations or liabilities of the Borrower hereby guaranteed as the Lender in its absolute discretion may from time to time conclusively determine.
- 7.02 Any release discharge or settlement between the Guarantors and the Lender shall be conditional upon no security disposition or payment to the Lender by the Borrower the Guarantors or any other person being void set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Guarantee subsequently as if such release discharge or settlement had not occurred and any such payment had not been made.
- 7.03 The Lender shall be entitled to retain this Guarantee and any security held for the liability of the Guarantors hereunder after as well as before the payment discharge or satisfaction of all monies obligations and liabilities that are or may become due owing or incurred to the Lender from the Borrower for such period as the Lender may determine.

8. CURRENCY CLAUSES

- 8.01 All sums payable by the Guarantors under this Guarantee shall be paid to the Lender or otherwise as it may from time to time direct in full free of any present or future taxes levies imposts duties charges fees or withholdings and without set off or counterclaim or any restriction condition or deduction whatsoever. If the Guarantors are compelled by law to make any deduction or withholding it will promptly pay to the Lender such additional amount as will result in the net amount received by the Lender being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid under this sub-paragraph shall not be treated as interest but as agreed compensation.
- 8.02 Payment shall be in the currency in which the monies obligations or liabilities of the Borrower were due owing or incurred or (if that currency is other than Sterling) at the option of the Lender in Sterling such other currency being converted into Sterling at the spot rate of exchange as conclusively determined by the Lender for purchasing such currency with Sterling prevailing on the date of actual payment and the Guarantors hereby agrees to indemnify the Lender against the full Sterling price (including all costs charges and expenses).
- 8.03 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred or which the Lender has elected to accept under Clause 8.02 and to the extent the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Lender shall have a further separate cause of action against the Guarantors to recover the amount of the shortfall.
- 8.04 If and to the extent the Guarantors fail to pay the amount due on demand the Lender may in its absolute discretion without notice to the Guarantors purchase at any time thereafter so much of a currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Borrower in such currency hereby guaranteed at the then prevailing spot rate of exchange as conclusively determined by the Lender for purchasing such currency with Sterling and the Guarantors hereby agree, on a joint a several basis, to indemnify the Lender against the full Sterling price (including all costs charges and expenses) paid by the Lender.
- 8.05 All monies received or held by the Lender from the Borrower or under this Guarantee may from time to time be converted into such other currency as the Lender consider necessary or desirable to cover the obligations and liabilities of the Borrower in that currency at the then prevailing spot rate of exchange as conclusively determined by the Lender for purchasing the currency to be acquired with existing currency.

9. **AUTHORITY**

- 9.01 The Guarantors jointly and severally hereby agree that notwithstanding any part payment by the Guarantors or on the Guarantors' behalf the Guarantors shall have no right to any assignment of the Lender's rights in respect of such part payment and shall not be entitled to take any action against the Borrower or against any other Guarantor of the Borrower in respect thereof unless and until the indebtedness of the Borrower to the Lender shall have been discharged in full (which expression shall not embrace payments of a dividend in liquidation receivership or bankruptcy of less than one hundred per cent 100% and the Lender has provided prior written authority). The Guarantor acknowledges that all amounts due and payable by the Borrower to the Lender shall be recoverable from and payable by the Guarantor notwithstanding that the Borrower may have any claim set off or counterclaim of whatsoever nature and howsoever arising against the Lender.

10. **WARRANTY**

- 10.01 The Guarantors jointly and severally further warrant and undertake that all contracts and agreements entered into or to be entered into by the Borrower with the Lender were or will be at the time of the conclusion thereof within the scope authority power and objects of the Borrower and that all resolutions of and signatures by directors of the Borrower were or in the case of future contracts, will be properly and with due authority passed and/or executed and/or made and that all such contracts are or will be and will at all times remain valid and legally enforceable. If in the event that there shall by any breach of the terms of this warranty and undertaking the Guarantors hereby assumes the liability or obligation to the Lender which any such contract purported to impose upon the Borrower. It is further warranted and undertaken that the execution of this Guarantee is to the Guarantors' benefit and that the Guarantors have a material interest in securing the indebtedness covered by this Guarantee.

11. **LIABILITY**

- 11.01 The liability of each of the Guarantors hereunder shall not be determined or otherwise satisfied without the Lender's written consent to that effect and in the event it is agreed that the Guarantors may only be released from this Guarantee upon the delivery of written notice to the Lender from the Guarantors' successors liquidators receiver trustee in bankruptcy executors administrators or other legal personal representatives requesting the Lender to terminate this Guarantee provided that such notice shall not stipulate a date for such determination which is less than three (3) calendar months after the date of such notice (hereinafter called "the **Effective Date**") and further provided that such notice shall not be effective unless and until the Guarantors shall receive notice in writing from the Lender that the Lender accepts such determination. And in the event of such notice being given by the Guarantors and accepted by the Lender as aforesaid such acceptances shall be without prejudice to the Guarantors' joint and several liability in respect of sums due and owing and unpaid hereunder and all other liabilities present future actual contingent or

prospective of the Guarantors or of the Borrower incurred prior to the Effective Date but maturing thereafter and this Guarantee shall be a continuing guarantee for any such sums and other liabilities.

12. MISCELLANEOUS

- 12.01 The provisions of Clause 20 (Notices) of the Loan Agreement shall apply to this Guarantee, with any necessary changes previously agreed in writing.
- 12.02 The single or partial exercise by the Lender of any right, power or remedy provided by law or under this Guarantee shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 12.03 The rights, powers and remedies provided in this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
- 12.04 If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither-
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Guarantee; nor
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Guarantee,
- shall be affected or impaired.
- 12.05 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 12.06 Each of the provisions phrases and sentences of this Guarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall continue in full force and effect.
- 12.07 The headings to Clauses are for convenience only and have no legal effect.
- 12.08 This Guarantee and the paper on which it is written is and will remain the property of the Lender.
- 12.09 This Guarantee shall not be affected by any collateral security and shall be in addition to and not in substitution for any other guarantee of the Borrower given by the Guarantors to the Lender. All monies received by the Lender from the Guarantors or the Borrower or any person or persons liable to pay the same may be applied by the Lender in any way whatsoever and in any order of priority and to any items of account or to any transaction to which the same may be applicable.

- 12.10 Where the Guarantors include one or more persons who have signed this Guarantee they shall be treated as if each of them had signed a separate Guarantee in respect of the Lender and the provision shall be construed accordingly. If any Guarantor does not sign this Guarantee or is not legally bound by its signature or ceases to be bound for any reason whatsoever the remaining Guarantors shall remain fully bound hereunder and the Lender's rights shall in no way be limited affected or diminished in relation to the Guarantors who have signed.
- 12.11 For the avoidance of doubt, the liability of each Guarantor hereunder to the Lender shall be joint and several and every agreement and undertaking on their part shall take effect accordingly.
- 12.12 Where this Guarantee is entered into by an individual, as Guarantor he/she acknowledges by execution hereof that he/she has been given the opportunity to obtain independent legal advice on the form and content of the Guarantee.
- 12.13 This Guarantee may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

13. DEFINITIONS

13.01 In this Guarantee:

- (a) the expression "the Lender" where the context admits shall include its successors in title and/or assigns and this Guarantee shall be enforceable notwithstanding any change in the constitution of the Lender or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;
- (b) the expression "Guarantor" shall mean and include every person liable hereunder or any one or more of them on a joint and several basis;
- (c) the expression "Borrower" shall include every one or more the persons from time to time carrying on business in the name of the Borrower or under the name in which the business of the Borrower may from time to time be continued;
- (d) the expression "Guarantee" shall be construed as including each separate or independent stipulation or agreement herein contained;
- (e) the expression "person" shall include an individual firm company corporation and an unincorporated body of persons.

14. JURISDICTION

- 14.01 This Guarantee shall be governed by and interpreted in accordance with English Law.

- 14.02 The Guarantors hereby irrevocably submits to the exclusive jurisdiction of the High Court of Justice in England
- 14.03 The Guarantor hereby irrevocably authorises and appoints Chan Neil Solicitors of 107 Charterhouse Street, London, EC1M 6HW ("the **Agent**") to accept service of all legal process arising out of or connected with this Guarantee and service on the Agent (or such substitute) shall be deemed to be service on each Guarantor and shall be sufficiently served on the Guarantors if delivered to the said Agent at its or his address for the time being in England. But this sub-clause shall not prevent service on the Guarantors themselves.

EXECUTED as a deed the day and year first before written.

EXECUTED as a Deed by

]

DAILYRARE LIMITED

]

in the presence of :

]

Name of Witness :

]

Signature of Witness :

]

Address of Witness :

]

Occupation of Witness :

]

JOHN CUMMINGS

Chan Neill Solicitors
107 Charterhouse Street
London EC1M 6F

EXECUTED as a Deed by]

MARC (UMU) LIMITED]

in the presence of :]

Name of Witness :]

Signature of Witness :]

Address of Witness :]

Occupation of Witness :]

[REDACTED]

Chan Neill Solicitors

[REDACTED]

Chan Neill Solicitors
107 Charterhouse Street
London EC1M 6F

EXECUTED as a Deed by]

MARC (BRUTON) LIMITED]

in the presence of :]

Name of Witness :]

Signature of Witness :]

Address of Witness :]

Occupation of Witness :]

[REDACTED]

JOHN CUMMINGS

[REDACTED]

Chan Neill Solicitors
107 Charterhouse Street
London EC1M 6F

EXECUTED as a Deed by]

LEBANESE SWISS BANK S.A.L.]

LEBANESE SWISS BANK S.A.L

in the presence of :]

Name of Witness :]

Youssef El Fakih

Signature of Witness :]

Address of Witness :]

Emile Edde Street, Hamra, Beirut, Lebanon

Occupation of Witness :]

Senior Credit Manager