

DEED OF GUARANTEE

THIS DEED is made the 7th day of March 2011

BETWEEN: COSALT PLC (Company Number 00019628)
whose registered office is situated at Origin 4, Origin Way, Europarc, Grimsby, South
Humberside DN37 9TZ

(hereinafter called "the Guarantor") of the one part and

KENT AND MEDWAY TOWNS FIRE AUTHORITY

of The Godlands, Straw Mill Hill, Tovil, Maidstone, Kent ME15 6XB

(hereinafter called "the Contracting Authority") of the other part

Whereas

1. This Deed is supplemental to a call-off contract (hereinafter called "the Contract") entitled "Personal Protective Equipment for Firefighters and Associated Services" and made the 25th day of June 2010 between COSALT INTERNATIONAL LIMITED (company number 00019628) and novated to BALLYCLARE LIMITED (company number 07463998) (Ballyclare Limited hereinafter called "the Contractor") of the one part and the Contracting Authority of the other part whereby the Contractor has agreed to perform the Services for the Contracting Authority upon the terms and conditions more particularly described therein.

2. The Contractor is a subsidiary company within the meaning of the Companies Act 2006 of the Guarantor or is financed by the Guarantor.

3. The Guarantor has agreed to guarantee and secure the due performance by the Contractor of its obligations to the Contracting Authority under the Contract in manner hereinafter appearing

NOW the Guarantor hereby agrees with the Contracting Authority as follows:

3.1 If the Contractor (unless relieved from the performance by any Condition(s) of the Contract or by the decision of a tribunal of competent jurisdiction) shall in any respect :

- fail to perform the Contract or
- commit any breach of its obligations thereunder or
- shall become or is declared insolvent, or
- convenes a meeting of or makes or proposes to make any arrangement or compositions with its creditors or
- shall cease to exist

(hereinafter collectively called "Default") then the Guarantor will indemnify the Contracting Authority against all losses damages costs and expenses which may be incurred by it by reason of such Default on the part of the Contractor in performing its obligations contained in the Contract to the extent that such losses damages costs and expenses are or would otherwise be recoverable by the Contracting Authority.

3.2 The Guarantor shall not be discharged or released from this guarantee by any agreement conduct omission breach or repudiation by the

Contractor or the Contracting Authority or by any forbearance whatsoever on the part of the Contracting Authority.

Signed and delivered as a Deed by COSALT PLC
acting by:

SIGNED 

DIRECTOR

NAME M T REYNOLDS

SIGNED 

COMPANY SECRETARY/
DIRECTOR

NAME R CARRICK