

**13.8 Indemnity**

If the whole or any part of the Secured Money is or becomes irrecoverable from the Borrower by the Lender for any reason, as a result of which that amount is not recoverable from the Guarantor as a surety, then:

- 13.8.1 the Guarantor, as a separate and additional liability under this Guarantee, indemnifies the Lender in respect of the Secured Money;
- 13.8.2 as a principal debtor agrees to pay the Lender upon demand in writing a sum equal to the amount of the Secured Money; and
- 13.8.3 for the purposes of this indemnity, this clause shall be construed as if the Secured Money were recoverable and the terms of this guarantee will apply as far as possible, subject to any necessary changes.

**13.9 Security**

The Guarantor has not taken, and will not take without the Lender's written consent, any security from the Borrower in connection with this guarantee. The Guarantor shall hold any security so taken in trust for the Lender and as security for the liability to the Lender under this guarantee. The Lender is under no obligation to marshal in favour of the guarantor any security which it holds, or any funds or assets to which the Lender may be entitled, or upon which it may have a claim.

**13.10 Expenses**

The Guarantor shall reimburse the Lender for the expenses it incurs in connection with the enforcement of, or the preservation of any rights under this guarantee, including legal costs and expenses on a full indemnity basis.

**14 INCONSISTENCIES**

So far as is possible, this Agreement must be read together with any other agreements or documents entered into in connection with this Agreement and, in the event of inconsistency, the provision most favourable to or which confers the greatest benefit on the Lender prevails.

**15 CERTIFICATES**

A certificate purporting to be signed by the Lender or an officer of or agent for the Lender stating:

- 15.1 the amount owing or contingently owing by the Borrower at a certain date under this Agreement;
- 15.2 that a particular Event of Default has occurred; or
- 15.3 any other act matter or thing arising under this Agreement;

is for all purposes prima facie evidence of the facts stated in the certificate.

**16 LENDER'S POWER TO ASSIGN**

The Lender may assign the benefit of this Agreement.

**17 FURTHER ASSURANCE**

The Borrower must promptly at the Borrower's own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.