



- (1) Mr. Curtis Webster
- (2) Valk Group B.V

GUARANTEE



THIS AGREEMENT is dated 19th August 2024

PARTIES

- (1) **Mr. Curtis Webster**, of 71a Kirklake Road, Formby, Liverpool, Merseyside, L37 2DA (**Guarantor**).
- (2) **Valk Group B.V**, a company incorporated under the laws of the Netherlands with a registered office at Vlasakker 41, Montfoort, Netherlands, 3417XT (**Investor**).

THE PARTIES AGREE:

1. For the purposes of this agreement, **Guaranteed Obligations** means all present and future obligations, liabilities, undertakings, warranties, indemnities and covenants of, or given by, the 79th Luxury Living Six Ltd (**Issuer**) under or in connection with an issue of loan notes with a principal value of €1,250,000 to the Investor by the Issuer (**Notes**) in accordance with a loan note instrument dated 4th June 2024, including all payment obligations and liabilities of any nature from time to time due, owing or incurred by the Issuer under or in connection with the Notes.
2. The Guarantor guarantees to the Investor the due and punctual performance, observance and discharge by the Issuer of the Guaranteed Obligations if and when they become performable or due in accordance with the terms of this agreement (or (as the case may be) any other agreement entered into pursuant to or in connection with it.
3. If the Issuer defaults in the payment, when due, of any amount that is a Guaranteed Obligation the Guarantor shall, immediately on demand by the Investor, pay that amount to the Investor in the manner prescribed by the relevant agreement as if the Guarantor were the Issuer.
4. The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2 and clause 3, agrees to indemnify and keep indemnified the Investor in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Investor arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason, or the Issuer's failure to perform or discharge any of the Guaranteed Obligations.
5. The guarantee in this agreement is and shall at all times be a continuing security and shall remain in full force and effect until all the Guaranteed Obligations have been paid, satisfied or performed in full, notwithstanding any intermediate payment, satisfaction or performance of any part of the Guaranteed Obligations by any person.
6. The Guarantor's liability under this agreement shall not be reduced, discharged or otherwise adversely affected by:
 - (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Investor may now or after the date of this agreement have from or against the Issuer or any other person in connection with the Guaranteed Obligations;
 - (b) any grant of time, indulgence, waiver or concession to the Investor or any other person;
 - (c) the dissolution, amalgamation, reconstruction, reorganisation, insolvency, bankruptcy, liquidation, administration or winding up, or any incapacity, limitation, disability, discharge by operation of law or change in the constitution, name or style, of the Issuer, the Investor or any other person;
 - (d) any unenforceability, illegality or invalidity of any of the provisions of this agreement (or any other agreement entered into in connection with this agreement or any of the Issuer's obligations under this agreement (or any such other agreement), so that the guarantee in this agreement shall be construed as if there were no such

- unenforceability, illegality or invalidity;
- (e) any act, omission, matter or thing which would not have discharged or affected the liability of the Guarantor had it been a principal obligor instead of a guarantor or indemnifier;
 - (f) anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under the guarantee in this agreement; or
 - (g) any other act or omission except an express written release of the Guarantor by the Investor.
7. The Guarantor waives any right it may have to require the Investor (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under the guarantee in this agreement.
 8. The Guarantor shall, on a full indemnity basis, pay to the Investor on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on them) incurred by the Investor in connection with:
 - (a) the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this agreement or any attempt so to do; and
 - (b) any discharge or release of the guarantee in this agreement.
 9. Until all amounts which may be or become payable by the Issuer under or in connection with this agreement have been irrevocably paid in full, and unless the Investor otherwise directs in writing, the Guarantor shall not exercise any security or other rights it may have by reason of performing its obligations under this agreement, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
 10. The guarantee in this agreement 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 the Investor from time to time in respect of the discharge and performance of the Guaranteed Obligations by the Issuer.
 11. Each party agrees that it will keep confidential and not disclose, whether directly or indirectly, any confidential information belonging to the other or the existence or content of this agreement.
 12. This agreement and the documents referred to in it together constitute the entire agreement and understanding between the parties relating to the transaction contemplated by this agreement and those documents and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 13. The parties acknowledge that in entering into this agreement they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or any document referred to in it.
 14. Nothing in this agreement shall limit or exclude the liability of any party for the fraud of that party or arising out of the fraud of any of its directors, employees, officers, agents or advisers.
 15. This agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.
 16. This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The

exchange of a fully executed version of this document (in counterparts or otherwise) by electronic transmission in portable document format shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals shall be necessary.

17. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
18. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

Mr Curtis Webster

as Guarantor

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A handwritten signature in cursive script, appearing to read 'Curtis Webster', is written over a horizontal dotted line.

in the presence of:

Signature of witness

Name of witness Mr Christopher Johnson

Address of witness 12 Myers Road West, Crosby, L23 0RU

Executed and delivered as a deed by:)

Valk Group BV)

as Investor, a company incorporated in)

Netherlands, acting by Robertus Valk who,)

in accordance with the laws of that)

territory, is acting under the authority of)

the company.

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Robertus Valk