

[On letterhead of solicitors]
LETTER OF INDEPENDENT LEGAL ADVICE¹

To: State Bank of India (UK) Limited
PO Box 1018
Ipswich
Suffolk
IP1 9WU

Date: _____

Dear Sirs,

Borrower: _____

Guarantor: _____

We refer to the guarantee (the '**Guarantee**') given by the Guarantor in respect of loan facilities made by you to the Borrower.

We certify that we have advised the Guarantor in connection with the execution by the Guarantor of the Guarantee.

We confirm that:

1. The Guarantor is known to us.
2. We confirm that [as a consequence of the physical attendance limitations resulting from the UK Government's response to the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) / with your express consent, we certify that it was not possible for us to meet the Guarantor in person^{*2}]. Instead, we met and advised the Guarantor via a suitable video conferencing service on [date].³
3. We confirm that prior to providing independent legal advice on the terms of the Guarantee to the Guarantor, we took all reasonable steps to ensure that the Guarantor was alone and not the subject of undue influence or duress and can confirm that the Guarantor was alone.⁴
4. We explained to the Guarantor that it is your requirement that the nature and implications of entering into the Guarantee and the transaction are explained to the Guarantor by a solicitor so that you can be certain that the Guarantor understands the nature of the transaction and is freely entering into it and so that there can be no dispute in the future as to whether the Guarantee is legally binding and as to whether undue influence was put on the Guarantor to sign it.
5. We explained the nature and implications of entering into the Guarantee, and we pointed out the risks of entering into the document and explained to the Guarantor that they had a choice whether to do so. The Guarantor signed the document and confirmed that they did wish to proceed and that they were content that we should write to you confirming that we had explained the nature of the document and the practical implications there may be for the Guarantor.
6. The Guarantor signed the Guarantee on [date].
7. We are satisfied that the Guarantor understood our advice given during a face-to-face meeting on [date] with no other party in attendance. / We are satisfied that the Guarantor understood our advice given during our video conference.^{*5}
8. We confirm that the information given to us by you was sufficient to enable us to properly advise the Guarantor.

¹ The Bank only permits the giving of this independent legal advice at a distance, with their express permission. For standard face to face advice, please delete paragraphs 2 and 3, and use the second sentence in paragraph 7.

² Delete as appropriate.

³ Delete for face-to-face meeting.

⁴ Delete for face-to-face meeting.

⁵ Retain the correct sentence and delete the balance.

9. We acknowledge that the Bank is relying on this certificate.

Yours faithfully

[Name of Solicitor: _____]

[Firm of Solicitors: _____]