

CONTINUING GUARANTEE**TO****The Wall Street Banking Corporation Ltd.**
Cook Islands (New Zealand)

Place _____

Date _____

1. In consideration of your (the word "you/ your" shall mean **The Wall Street Banking Corporation Ltd** and include its successors and Assigns) granting /agreeing to grant or continue granting loans and credit/Banking facilities or any other accommodations (hereinafter referred to as the "Facility") to Mr/Miss/Mrs/M/s

(hereinafter called the "Debtor"), I/We the undersigned __________
(hereinafter called the Guarantor") irrevocably and unconditionally guarantee the full repayment to you on your first demand all and every sum of money which is now or at any time thereafter be owing to you on any account (s) of the Debtor with you and/or with any of your branches whether certain or contingent, present or future, and/ or solely or jointly with any other person or persons.

2. This guarantee includes and covers the principal amount of the Facility availed by the Debtor together with all charges, expenses, commissions, fees, legal costs/fees and the monthly compoundable interest whether charged, accrued and /or to be charged or accrued in future until full and final repayment of the Debtors above total liabilities to you. The guaranteed amount recoverable hereunder shall not exceed sum of _____

and additional interests, charges, costs and expenses and fees including legal/costs, penal interest (where applicable) are also recoverable under this guarantee.

3. This guarantee is in addition to any other securities and/or guarantees which you now and/or thereafter in future, may hold on account/s of the Debtor and is binding on the Guarantor as continuing obligation/ liability to you irrespective of any intervening/ temporary settlement / adjustment made for the said account/s.
4. During the continuance of this Guarantee, the Guarantor covenant and undertake not to take any step (s) or action (s) to enforce any right (s) or claim (s) against the Debtor for any reimbursement of any amount (s) paid by the Guarantor to you pursuant to this Guarantee and will not be entitled to participate or share in any security (ies) held or money received by you on the account/s of the Debtor.
5. Your Books, statements, entries and records shall be final and conclusive evidence as to the correctness of balance (s) of the account(s) of the Debtor. You are hereby authorised by the Guarantor, at any time, without notice, to appropriate/debit/transfer and set-off any deposit (s), money (ies) and credit balance (s) or other securities standing in the name(s) and the accounts of the Guarantor with you and/or with any of your branches towards satisfaction of your dues against the debtor.
6. This Guarantee shall not be affected by any composition or delay in payment or rescheduling of the debt or any subsequent arrangement/s made between you and the Debtor and shall continue to remain into effect until full and final settlement of the Debtor's liabilities to you irrespective of any lapse of time or any Law limiting any action/s and irrespective of any change in the constitution of the Guarantor.

7. Every demand or notice served or communicated by you to the Guarantor shall be considered to have been duly served and communicated to the Guarantor if sent to the recorded address of the Guarantor either by hand delivery, ordinary or registered mail, telex, and/ or any other usual and practised means of transmission / delivery. Every demand or notice sent in this manner by you to the Guarantor or any other persons constituting the Guarantor shall be deemed to have been sent to each and all of such persons.
8. This Guarantee shall continue to bind the Guarantor irrespective of any change(s) in your name and title, constitution and legal status or any amalgamation and/or merger of yours with any other person/s, firms/companies.
9. In case of the death of the Guarantor, any demand made or given or addressed as aforesaid shall be deemed as a sufficient demand/claim made by you upon the Guarantor and the Guarantor's executor(s) and/or administrator(s) / Successors and Assignees.
10. If this guarantee is signed by more than one person, the liability of each of them towards you shall be joint and several.
11. Without prejudice to your absolute right to submit to any other law or jurisdiction, this document shall be governed construed and interpreted in accordance with the commercial law/ practice prevailing in Cook Islands (New Zealand) and the civil courts in Cook Islands (New Zealand) shall have full jurisdiction over any difference or dispute arising or which may arise out of the contents of this document or any part thereof.

Signature _____

Name _____