**JUST DOLLAR$ TRUST - GUARANTEE**

**DATED** this day of 201

**TO:** Just Dollar$ Trust (“the Lender”)

**FROM:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Guarantor”)

In consideration of the Lender at the request of the Guarantor agreeing to provide or to continue to provide financial services to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Borrower”) from time to time the Guarantor covenants as follows:

**1** The Guarantor unconditionally guarantees to the Lender the due and punctual payment by the Borrower of all loan moneys, interest and other moneys as and when the same shall become due and payable by the Borrower to the Lender in respect of any loan agreement between the Lender and the Borrower and the due observance and performance by the Borrower of the Borrower’s obligations pursuant to any such agreement.

**2** On any failure by the Borrower to make payment of any amount due to the Lender, the Guarantor will forthwith on demand by the Lender pay the amount outstanding and make good to the Lender all losses and expenses sustained or incurred by reason or in consequence of any such failure by the Borrower to make payment without the necessity of any prior demand having been made on the Borrower.

**3** The Guarantor agrees that the Guarantor’s liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by any of the following:

**3.1** The granting of time, credit or any indulgence or other concession to the Borrower.

**3.2** The release, abandonment, waiver, variation, relinquishment of any securities or any rights that the Lender may have against the Borrower.

**3.3** Any alteration, modification, variation or addition to any agreement relating to the supply of goods.

**3.4** Any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and the Guarantor’s obligations contained in this guarantee or any of the rights, powers or remedies conferred upon the Lender by this guarantee or by law.

**4** The Guarantor understands that notwithstanding that as between the Guarantor and the Borrower the Guarantor may be a surety only nevertheless as between the Guarantor and the Lender the Guarantor shall be deemed to be a principal debtor jointly and severally with the Borrower.

**5** This guarantee shall be a continuing guarantee and shall remain in full force and effect until the Borrower has paid the Lender all moneys due.

**6** This guarantee shall be security for the whole of the moneys hereby guaranteed provided that the Guarantor shall not be liable by reason as guaranteed to pay the Lender more than the total sum of NZ$\_\_\_\_\_\_\_

SIGNED by )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

in the presence of: )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(witness signature)*  )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(witness name/address)* )