**LETTER OF GUARANTEE**

In consideration of you, Mark’s Food Solutions Sdn Bhd (1035385-A), a company incorporated in Malaysia with its registered office at Lot 4, Jalan Beremban 15/12, Seksyen 15, 40200 Shah Alam, Selangor Darul Ehsan (hereinafter called “MFS” which expression shall include and extend to its successors and assigns) upon my requests granting or continuing to grant credit facilities in respect of goods sold and delivered and services rendered to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Customer”), I, the undersigned (hereinafter referred to as “the Guarantor”) hereby guarantee payment of and agree to pay and satisfy to MFS on demand of all sums of money which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to MFS by the Customer.

The Guarantor further undertakes and agrees with MFS as follows:-

1. MFS shall be at liberty to require payment by the Guarantor of the Guaranteed Obligations or any part thereof without taking any proceedings first to enforce such payment by the Customer.
2. This Guarantee shall be binding on the Guarantor as a continuing guarantee and shall not be determinable by the Guarantor except on terms of the Guarantor making full provision for all outstanding liabilities or obligations to MFS of the Customer’s account(s) guaranteed hereunder, and shall remain in full force and effect and shall not be revocable by the Guarantor until all monies hereby guaranteed are paid to MFS in full.
3. The Guarantor warrants and represents that this Guarantee constitutes legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms and that all authorizations, approvals, consents, licenses, exemptions, filing, registrations, notarizations and other requirements of governmental, judicial and public bodies and authorities required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect and will be maintained by the Guarantor at all times.
4. All costs and expenses incurred in the execution performance and enforcement of this Guarantee and in the enforcement of any judgement against the Guarantor for the recovery of monies covered by this Guarantee shall be recoverable from the Guarantor on a full indemnity basis.
5. Any notice or demand by MFS under this Guarantee shall be in writing signed by MFS or a firm of lawyers acting on behalf of MFS and a demand of notice sent to the Guarantor address last known to MFS shall be deemed to have been received by the Guarantor or the Guarantor personal representative at the expiration of forty-eight (48) hours after it has been posted by Registered post notwithstanding that it is returned undelivered, if sent by hand, immediately upon delivery by messenger or upon personal collection by the Guarantor.
6. The Guarantor agrees that no time for limitation of liability in respect of this Guarantee shall begin to run of the favor of the Guarantor unless and until MFS shall have made demand in writing on the Guarantor.
7. The Guarantor hereby declares that the contents of this Guarantee have been read by the Guarantor and explained to the Guarantor in which the Guarantor has perfectly understood the same before signing it voluntarily with full knowledge of the Guarantor obligations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_\_\_

Signed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Guarantor)

Name of Guarantor :

NRIC No. :

Address of Guarantor :

Designation :

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness)

Name of Witness :

NRIC No. :

Address of Witness :

Designation :