

Gauteng

Cnr. Barbara & Brollo Roads, Isando
T - 011 387 3366 F - 011 387 3188

Durban

47 Oppenheimer Street, Pinetown
T - 031 7017680 F - 031 7017681

Cape Town

39 Muscat Road, Saxonburg Park1, Blackheath
T - 021 9317368 F - 021 9332989

SURETYSHIP

I/We, the undersigned,

1. Full Name: ID No. :
Residential Address: Initial

2. Full Name: ID No.
Residential Address: Initial

3. Full Name: ID No. :
Residential Address: Initial

do hereby bind myself/ourselves jointly and severally in favour of "the Creditors" as surety/ies
lies for and co-principal debtor/s in solidum with

..... Initial

(Company for which surety is signed)

(hereinafter called "the Debtor") for the due and punctual payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditors/Super-Rent a division of Super Group (Pty) Ltd from whatever cause or causes arising, and for the due performance of every other obligation, however arising, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditors.

I/We hereby agree: -

- 1.1. That these presents shall be continuing covering liability on my/our part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditors from time to time, notwithstanding any intermediate discharge or settlement of, or fluctuations in, the Debtor's indebtedness to the Creditors and notwithstanding the death, insolvency (which term shall for all intents and purposes thereof include, but not be limited to, liquidation, sequestration, winding up, or judicial management, in each case whether provisional or final, voluntary or compulsory) or other legal disability of the Debtor, any one or more of us or any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditors will have agreed in writing to cancel these presents;
- 1.2. That these presents shall be and remain binding on the other or others of us notwithstanding the death, insolvency or other legal disability of any one or more of us and

notwithstanding that it may be for any other reason have ceased to be binding in whole or part of any one or more of us;

- 1.3. That without restricting the generality of anything herein before contained, my/our liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor to the Creditors but shall also cover all other amounts making up the indebtedness, including in particular, interest, commissions, discount, stamps, legal costs on the attorney and client scale, includes collection charges, and all and any other charges of whatever nature;
- 1.4. That it shall at all times be in the discretion of the Creditors to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor;
- 1.5. That all admissions or acknowledgement of indebtedness by the Debtor shall be binding on me/us;
- 1.6. That a certificate signed by any of the Creditors or any Directors of any of the Creditors as to the existence and amount of the indebtedness of the Debtor to Creditors at any time and as to the fact that the same is due and payable shall be sufficient proof, for the purposes of provisional sentence or summary judgement against me/us or any one or more of us in any competent court, of the existence of debt/s owing thereon and the fact that such amount/s is/are liquidated, due and owing and has/have not been paid;
- 1.7. That no extension of time or other indulgence in respect of any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditors to the Debtor to any one or more of us to any other surety/ies for and/or co-principal debtor/s with the Debtor, no alteration or variation of any present or future agreement between the Debtor and any of the Creditors shall in any way release us from our liability hereunder and no realisation, release or abandonment (whole or partially) or any security or surety for any indebtedness covered hereby, shall discharge me/us or the other/s of us, as the case may be, from liability hereunder in solidum;
- 1.8. That the rights of the Creditors shall not be affected or diminished if they at any time obtain additional suretyships or indemnities in connection with any of our obligations hereunder;
- 1.9. That in case of the death, insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of, the Debtor or any one or more of us or any other surety/ies for and/or co-principal debtor/s with the Debtor: -
 - 1.9.1. the Creditors shall be entitled to prove their or any of their claims against the estate concerned or in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof shall in any way affect or derogate from the Creditors' right to recover from me/us or the other/s of us, as the case may be, the amount/s for which such claim is proved and any other sum/s for which I/We or the other/s of us, as the case may be, may be or become liable to the Creditors hereunder;
 - 1.9.2. Any dividend/s or other payment/s actually received by the Creditors from the estate concerned or out of the winding up or judicial management, concerned or in terms of such assignment, compromise, composition, scheme or arrangement shall (as far as I/we or, as the case may be, the other/s of us will be concerned), at the creditors' option:-
 - 1.9.2.1 be applied on account of the Debtor's indebtedness to the Creditor without releasing me/us or the other/s of us from liability to the Creditors for the balance of such indebtedness, or

- 1.9.2.2 be treated and held by the Creditors as cash security for the liability hereunder of me/us or the other/s of us, as the case may be, to the Creditors until such time as the Creditors will choose to apply the same towards such liability or, whichever is the sooner, until the Creditors will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over the Creditors to me/us in equal shares or, as the case may be, the other of us or the others of us in equal shares, and provided further that the Creditors shall not be liable for the payment of interest on any such cash security; and
- 1.9.2.3 all costs of an incidental to the proof of the Creditors' claims against such estate or in such winding up, judicial management, assignment, compromise, composition, scheme or arrangement, as well as all costs and expenses of maintaining, conserving and/or realising any security which the Creditors may hold for its claims and all sums, including any contribution, payable by the Creditors in consequence of the proof of their or any of their claims, shall be recoverable by the Creditors from me/us jointly and severally or the other of us or the other of us jointly and severally, as the case may be; insofar as any of the aforesaid costs shall be taxed on the scale as between attorney and client, it being the intention that the costs payable hereunder are to be on the scale as between attorney and client;
- 1.10. That the Creditors shall be entitled to apply any amount/s received by them from the Debtor or from me/us from any one or more of us or from any other surety/ies for and/or co-principal debtor/s with the Debtor, or from the proceeds of any relevant security or otherwise, to such debt/s of the Debtor as the Creditors may in their discretion decide and whenever the Creditors may in their discretion think fit to do so;
- 1.10.1. That each of us that shall sign these presents shall be bound in solidum in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof;
- 1.11. This surety shall be in addition to and without prejudice to any other security held or to be held by the Creditors or any one of them.
- 1.12. That without prejudice to and without limiting the generality of anything hereinbefore contained, these presents, shall apply to and cover the Creditors in respect of: -
- 1.12.1. any claim/s which they may have acquired or may in future acquire against the Debtor from any company, person, partnership, association or other legal personae whomsoever or whatsoever, whether by cession or otherwise and whether before or after any death or insolvency or other legal disability: and
- 1.12.2. any present or future liability of the Debtor to the Creditor or any of them as surety and/or co-principal debtor and/or indemnified and/or intercessor for or with any other person, firm, company, partnership or association whomsoever or whatsoever.
- 2.1. Each of us hereby waive/s presentment, notice or dishonour and protest of any promissory note, bill of exchange, cheque or other negotiable instrument made, drawn accepted, endorsed or discounted by the Debtor or by me/us or be in any way affected by any failure to present, give notice of dishonour of or protest the same.
- 3.1. I/We renounce all the benefits which I/we as surety/ies is/are entitled to in law and without detracting from the generality thereof, renounce the benefits of the legal exceptions, "excussion", "division", "cession of action", "non cause debiti", "no value received", "revision of accounts" and "de duobus vel pluribus reis debendi", with the full meanings and effects whereof I/we declare myself/ourselves to be fully acquainted.

- 4.1. These presents (except for the provisions contained in paragraph 6 hereof) shall for all purposes be interpreted as separate suretyships (one in favour of each of the companies defined as "the Creditors" above) in all respects severable from each other and accordingly each of the Creditors shall be entitled to exercise its rights hereunder as if such suretyship had been executed in its favour alone.
- 5.1. As a continuing covering security for all my/our present and future obligations to the creditors in terms hereof, I/we hereby individually and irrevocably cede to the Creditors jointly and severally all and any claims which now are or which may hereafter become due to me/us by the Debtor from any cause/s or indebtedness whatsoever (including claims arising from my/our execution of this suretyship and from payments made by me/us by virtue hereof). We hereby undertake on demand by our Creditors collectively to take all such steps that may be necessary to enable the Creditors to enforce the rights accorded to the Creditors in terms of this cession. I/We agree that the Creditors collectively shall be entitled: -
- 5.1.1. at any time to notify the Debtor of the foregoing cession by me or any of us; and
- 5.1.2. to collect and recover from the Debtor any sum or sums covered thereby; and
- 5.1.3. to compromise any claim/s hereby ceded as the Creditors collectively may in their discretion deem fit.
- 5.2. The Creditors shall apply every amount so recovered, after deduction of all and any costs incurred by the Creditors in regard to the collection thereof, in reduction or satisfaction, as the case may be, of the indebtedness hereby secured. I/We do hereby irrevocably and in rem suam authorise and appoint the Creditors collectively with full power to sign and execute all and any documents on my/our behalf which may be necessary to give effect to or to enforce the rights afforded to the Creditors in terms of this cession. Should the Creditors allow any payment/s to be made to me/any of us, and allow me/any of us, and allow me/any of us, to accept and retain such payment/s, the Creditors shall not in consequence lose any of their rights as cessionaries hereunder to any hereunder to any balance of such claim or to any other claim/s hereby ceded. No leniency, relaxation or omission on the part of any of the Creditors in the exercise of any of their rights as cessionaries in respect of any claim hereunder shall prejudice or otherwise affect the security hereby given to the Creditors jointly or severally.
- 5.3. I/We further agree that if prior to the signature of these presents, I/we have ceded all or any such claims to anyone whomsoever, this cession shall be deemed to be a cession of all my/our reversionary rights in and to any such claims after payment of all amounts secured by the prior cession/s or after the loss for any reason, or abandonment of any of the rights of the cessionary/ies thereunder.
- 5.4. The whole of this cession shall remain of full force and effect until all the liabilities of the Debtor to all of the Creditors have been extinguished. The rights ceded to the Creditors shall vest in the Creditors jointly and severally.
- 5.5. Any rights hereby afforded to the Creditors collectively shall be capable of being exercised by any one of the Creditors for an on behalf of the Creditors collectively either with disclosure that it so acts or in its own name as it may choose.
- 6.1. In terms of Section 45 of the Magistrate's Court Act 1944 (as amended), I/We hereby consent to the jurisdiction of the Magistrates Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me/us or any one or more of us by the Creditors. It shall nevertheless be entirely within the discretion of the Creditors as to whether to proceed against me/us in such Magistrate's Court or any other court having jurisdiction.

7.1. I/We, hereby choose domicilium citandi et executandi for all purposes arising out of these presents at

.....
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..... Initial

(Residential and/or Business Street Address).

8.1. If I/We am/are or any one or more of us is/are a company/ies each such company warrants to the Creditors that it has a material interest in securing the indebtedness covered by these presents, which are entered into for its benefit, and I/we (the person/s signing these presents on behalf of any such company) shall be deemed by virtue of my/our signature/s hereto to be a party, jointly and severally and each other and with such company, to the foregoing warranty in my/our personal capacity/ies and I/we in my/our personal capacities as aforesaid warrant jointly and severally to the Creditors that each such company is empowered by its Memorandum of Association to give this guarantee and that I/we am/are duly authorised to execute these presents on behalf of such company.

9.1. Each sentence, paragraph or clause of these presents is severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically, and if any sentences, paragraphs or clauses are found to be defective or unenforceable for any reason by any competent court, the remaining sentences, paragraphs or clauses (as the case may be) shall nevertheless be of full force and effect and continue to be of full force and effect.

THUS DONE AND SIGNED AT

ON THIS..... DAY OF 20..... IN THE PRESENCE OF THE UNDERSIGNED WITNESS.

AS WITNESS:

DEBTOR:

1. 1.

2. 2.
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