

Apex Holdings (Pty) Ltd

SURETYSHIP

1 I/We _____ PERSONAL
of PLOT _____ Of, _____ GABORONE

here by bind myself/ourselves jointly and severally to

APEX HOLDINGS (PTY) LTD (hereinafter referred to as the "Creditor"), its successors-in-title and assigns as surety/ies for and co-principal debtors *in solidum* with

M/s (hereinafter referred to as the "Debtor") for the due and punctual payment and performance by the Debtor of all debts and obligations of whatsoever nature and howsoever arising which the debtor may now or in the future owe to the Creditor (all of which debts and obligations are hereafter referred to as the "obligations"). As part of my/our liability in terms hereof, I/we bind myself/ourselves as aforesaid to pay the amount of any costs, charges and expenses of whatsoever nature including, but without derogating from the generality of the aforesaid, attorney and own client legal costs and collection commission incurred by the Creditor in securing or endeavouring to secure fulfilment of the obligations.

2 The rights of the Creditor under this suretyship shall in no way be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations. Notwithstanding that this suretyship may for any reason whatsoever be held to be or become not binding in whole or in part upon any one or more of us, and notwithstanding that it may not be signed by all of us, it shall be and remain in full force and effect and binding up the others of us.

3 This suretyship shall be a continuing covering suretyship, and shall remain in full force and effect notwithstanding any fluctuation in or extinction for any period whatsoever of the obligations and notwithstanding the death or sequestration of any one or more of us or any one or more of us suffering legal disability. I/we shall be bound by all admissions or acknowledgements or indebtedness made or given by the debtor to the creditor from time to time. No alteration or variation of any present or future agreement between the debtor and the creditor shall in any way release me/us from my/our liability hereunder.

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4 The creditor shall be entitled, whether before or after the due dates for payment or performance of the obligations, without reference or notification to me/us, and without affecting its rights hereunder and without releasing any surety hereunder, to release other sureties and securities, to grant the debtor extensions of time for payment and to compound or to make any other arrangements with the debtor for the discharge of the debtor's indebtedness. The creditor shall further be entitled, without reference or notification to me/us, to release any one or more of us from our obligations hereunder in whole or in part, without affecting the rights of the creditor against the remainder of us and without reducing the liability of the remainder of us in terms hereof.

5 If the debtor shall be placed in liquidation or under judicial management or under sequestration, or shall submit an offer of compromise or of composition or scheme of arrangement in terms of any company or insolvency law, the creditor shall be entitled to accept any dividend on account and in reduction of the debtor's indebtedness without prejudice to its rights against me/us, which rights shall further not be prejudiced by its acceptance of any other securities, guarantees or suretyships arising out of any such event, and I/we further bind myself/ourselves in any such event not to file any claims against the debtor, save with the prior written consent of the creditor.

6 In respect of all contracts entered into by the debtor with the creditor, I/we jointly and severally warrant that each such contract was or will be at the time of execution or formation within the scope, authority and powers and objects of the debtor, and that all resolutions of and signatures by directors of the debtor were, or in the cause of future contracts, will be properly and with due authority passed, executed and made. If there shall, in respect of any such contract be any breach of the terms of this warranty, then I/we hereby jointly and severally assume the liability to the creditor which any such contract purported to impose upon the debtor.

7 For the purposes of any action against me/us for provisional sentence or summary judgment or any other proceedings against me/us in any competent court, a certificate under the signature of the creditor or any director of the creditor as to the amount owing by the debtor to the creditor, as to the fact that such amount is due and payable, as to the interest accrued on such amount, as to the rate of interest applicable and any other fact relating to the indebtedness of the debtor and of myself/ourselves to the creditor, shall be conclusive proof of the contents and correctness thereof and such certificate shall be valid as a liquid document for those purposes. I/we agree that it shall not be necessary to prove the appointment of the person signing such certificate.

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8 I/we hereby expressly renounce the benefits of the legal exceptions of "order", "excussion", "division", "cession of action" and all or any exceptions which could or might be pleaded to any claim by the creditor against me/us or any one of us with the meaning, force and effect of all of which expressions I/we declare myself/ourselves to be fully acquainted.

9 I/we hereby waive any benefits conferred in terms of any prescription legislation, as amended, in regard to prescription running in respect of the obligations, and I/we shall be precluded from pleading as a defence against any claim by the creditor that the claim against myself/ourselves has prescribe.

10 For the purposes of this suretyship and any proceedings which may be instituted by virtue hereof, I/we hereby choose *domicilium citandi et executandi* at:

FULL ADDRESS WITH PLOT NO.

where all notices and processes may be effectively served and delivered upon me/us. All notices addressed to me/us at the said addresses and despatched by prepaid registered post shall be deemed to have reached me/us four days after date of posting.

11 Should the debtor fail to discharge any of the obligations on due date, the creditor shall be entitled, notwithstanding any contrary agreement with the debtor, to demand from me/us immediate performance of all the obligations then owing by the debtor to the creditor, whether the due date for performance of the obligations shall have arrived or not.

12 As collateral security for the discharge of the obligations assumed by me/us in terms hereof, I/we hereby cede, assign, transfer and make over unto and in favour of the creditor all my/our right, title and interest in and to any amounts which now are, or may hereafter become owing to me/us by the debtor, from any cause of indebtedness whatsoever, including, but without derogating from the generality of the foregoing, any reversional right or interest which I/we might acquire after termination of any prior cession, assignment or transfer.

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13 I/we acknowledge and warrant this that suretyship was properly completed in all respects prior to my/our signing same.

14 In this suretyship, any gender include the other genders, a natural person includes an artificial person and vice versa, and the singular includes the plural and vice versa.

15 My/our obligations in terms hereof shall remain in full force and effect until such time as the creditor consented in writing to the termination thereof.

DATED AT GABORONE ON THIS THE..... DAY OF....., 201....

1. SURETY 1.....MOBILE.....

2. SURETY 2.....MOBILE.....

AS WITNESSES:

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