

M.O.T.H.W.A.

M.O.T.H. WOMEN'S



AUXILIARY

SURETYSHIP BY INDIVIDUAL (unlimited)

1. As consideration for the admission of :

_____ ("the Resident"),

ID Nr: _____

to be a Resident of the MOTHWA HAVEN Pretoria

I, the undersigned,

ID Nr: _____

(Full names of the Surety)

_____ (physical address of the Surety)

do hereby bind myself as surety and co-principal debtor in solidum for the repayment on demand of all amounts which the Resident may owe or be indebted to the MOTHWA HAVEN, its successors or assigns, from whatever cause arising, including indebtedness already incurred or which may hereafter be incurred by the Resident in the Resident's own name and indebtedness arising by virtue of suretyship/s to the MOTHWA HAVEN by the Resident for the indebtedness of others, including interest, legal costs as between attorney and client, collection costs and all other necessary and customary costs, charges and expenses.

2. All judgments against the Resident flowing from any indebtedness covered by this suretyship and all acknowledgements of indebtedness and admissions by the Resident shall be binding on me.
3. I hereby renounce all benefits arising from the legal exceptions "non numeratae pecuniae, non causa debiti, errore calculi and beneficia excussionis et divisionis", with the force and effect of which I hereby declare myself to be fully acquainted.

4. I agree that this suretyship is in addition and without prejudice to any other suretyship/s and/or security/ies now held or hereafter to be held by the MOTHWA HAVEN, and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding death or legal disability, until it is properly terminated as contemplated in 14.

5. In the event of any sequestration of, or composition or compromise by the Resident or any other surety for the Resident, whether in terms of the company law, the insolvency law or any other law, or under common law, the MOTHWA HAVEN shall be entitled, notwithstanding payment to it by the Resident or any other person of the whole or any part of the indebtedness of the Resident or any release, settlement, discharge or arrangement made or given by the MOTHWA HAVEN, to rank as creditor and prove a claim against the estate of the Resident or such other surety for the full amount of the Resident's indebtedness to the MOTHWA HAVEN at the date of such liquidation, judicial management, sequestration, composition or compromise, and I agree not to file any claim against the estate of the Resident or such other surety until the MOTHWA HAVEN's claim against the Resident has been paid in full.

6. Any dividends or payments which the MOTHWA HAVEN may receive from the Resident or the Resident's estate or from any other source whatsoever shall not prejudice the MOTHWA HAVEN's right to recover from me to the full extent of this suretyship the balance which may remain owing to the MOTHWA HAVEN by the Resident.

- 1 I will not have the right to any cession of action in respect of any payment to the MOTHWA HAVEN by me or on my behalf, nor will I be entitled to take any action against the Resident or against any other surety for the Resident in respect thereof unless and until the indebtedness of the Resident to the MOTHWA HAVEN has been discharged in full. The MOTHWA HAVEN shall be entitled, in its discretion and without prejudice, at any time to place and keep for such time as the MOTHWA HAVEN may decide, any such payment to or at a separate account without any obligation on the part of the MOTHWA HAVEN to apply the same or any part thereof in or towards the discharge or partial discharge of the indebtedness of the Resident, provided that in the determination of my liability for interest any payment/s by me or on my behalf shall be deemed to have been paid

against the indebtedness of the Resident on the date/s of the said payment/s to the MOTHWA HAVEN.

- 2 For the purposes of any action against me hereunder for provisional sentence or otherwise, a certificate by the MOTHWA HAVEN, or any manager of the MOTHWA HAVEN or its auditor (whose capacity, appointment, qualification or authority need not be proved) as to the amount owing by the Resident shall be prima facie satisfactory proof of the facts therein stated until the contrary is proved.
- 3 I choose domicilium citandi et executandi for all purposes at the address set out against my name in clause 1 above, and all notices required to be given to me in terms hereof shall be deemed to have been duly given if posted to or left for me at the said address.
- 4 I hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Courts Act No 32 of 1944, as amended, in respect of any action or application arising out of or in connection with my obligations under this suretyship, notwithstanding that the amount in issue may exceed the jurisdiction of such court.
- 5 I acknowledge that all amounts due and payable by the Resident to the MOTHWA HAVEN shall be recoverable from and paid by me notwithstanding that the Resident may have any claim or counterclaim of whatsoever nature and howsoever arising against the MOTHWA HAVEN.
- 6 The extent, nature and duration of the facilities allowed or to be allowed the Resident shall at all times be in the discretion of the MOTHWA HAVEN. The MOTHWA HAVEN shall be at liberty, without in any way affecting its rights against me or diminishing or otherwise affecting my obligations to it hereunder, to do or omit to do any act, whether pursuant to the provisions of any contract concluded with the Resident or otherwise, as the MOTHWA HAVEN in its sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the MOTHWA HAVEN may act negligently (whether grossly or otherwise) or in a manner calculated to cause, or in fact causing prejudice to me including, but

without limiting the generality of the foregoing, to release present or future securities and other sureties, or to grant extension or compound or make any other arrangements with the Resident or other parties aforesaid, or to allow or grant the Resident or any other surety any latitude or indulgence without reference to or approval by me.

- 7 The MOTHWA HAVEN shall be entitled to retain any security held by the MOTHWA HAVEN for my liability hereunder for a period of seven months after the payment of all sums due to the MOTHWA HAVEN by the Resident notwithstanding any release, settlement, discharge or arrangement given or made by the MOTHWA HAVEN in consequence of such payment, and if within a period of six months after such payment an order of provisional or final sequestration or liquidation is granted against the Resident, the MOTHWA HAVEN shall be entitled to continue to retain such security or any part thereof for or during such further period as the MOTHWA HAVEN in its discretion may decide.
- 8 I will not be entitled to terminate this suretyship unless and until all indebtedness, commitments and obligations (including contingent obligations) of the Resident to the MOTHWA HAVEN have been fully discharged or extinguished, and then only after the expiry of fourteen days after receipt by the MOTHWA HAVEN of notice in writing given by me to the MOTHWA HAVEN. The MOTHWA HAVEN shall be entitled to continue any account/s of the Resident notwithstanding such termination and my liability in terms of this suretyship as at such termination shall remain notwithstanding any subsequent payment into or out of such account/s by or on behalf of the Resident.
- 9 If this suretyship has been prepared in form for signature by more than one surety, then each surety who signs it acknowledges and records that, notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each surety who signs it. Accordingly, if for any reason any surety named herein shall fail to sign this deed of suretyship for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then

the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.

10 No consensual cancellation, variation or modification of the terms of this suretyship shall be binding on the MOTHWA HAVEN unless reduced to writing and signed by or on behalf of the MOTHWA HAVEN and myself.

11 I will be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the MOTHWA HAVEN in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and client and collection commission irrespective whether any action has been instituted against me or not.

12 I acknowledge that this deed of suretyship was fully completed and had no blank/uncompleted spaces at the time of signature thereof by me.

SIGNED at _____ on _____

AS WITNESSES :

1 _____

SURETY

2 _____