

## DEED OF SURETY

### 1. SCHEDULE

#### 1.1 The Landlord

Name(s)	Adowa Property Managers (Pty) Ltd
Registration number	2015/144686/07
VAT registration number	433 027 9946
Domicilium Address	210 Amarand Avenue, 3 <sup>rd</sup> Floor Spaces Building, Menlyn Maine , Waterkloof Glen Ext 2 , Pretoria, 0181
Contact Number	012 111 1630
E-mail Address	<a href="mailto:epsvacaccounts@adowa.co.za">epsvacaccounts@adowa.co.za</a>
Contact Person	Zethu Mkhabela

#### 1.2 The Tenant

Name(s)	
Identity/ Registration Number(s)	
VAT Registration Number	
Domicilium Address	
	(The Premises as stated in the Lease Agreement)
Contact Number	
E-mail Address	
Emergency Contact	

#### 1.3 The Surety

Name(s)	
Identity/ Registration Number(s)	
VAT Registration Number	
Domicilium Address	
Contact Number	
E-mail Address	

**PREAMBLE**

The Landlord and the Tenant have entered into a Lease pertaining to the Premises, hereinafter referred to as the "Lease". The Surety binds himself to the Landlord on behalf of the Tenant.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

It is hereby agreed that the Surety binds himself, jointly and severally as surety and co-principal debtor in solidum with the Tenant, in favor of the Landlord on the terms and conditions hereunder stated.

<b>TERMS AND CONDITIONS</b>
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- 1 The Surety binds himself, for the due and punctual performance by the Tenant of all obligations to the Landlord whether presently due, owing, and payable or becoming due, owing and payable in the future.
- 2 The Surety is given as a continuing covering suretyship.
- 3 The Surety further agrees that:
  - 3.1 This suretyship shall apply to, cover, and secure the Landlord's respective successors in title, order, cedents and assigns.
  - 3.2 The liability shall include, but not be limited to all money due and owing to the Landlord by the Tenant including damages suffered in terms of the Lease, and damages due to cancellation of the Lease.
  - 3.3 It shall be in the Landlord's discretion to determine the extent, nature, and duration of the facilities (if any) to be allowed to the Tenant.
  - 3.4 The Landlord shall be at liberty to release any person, extend any leniency or make any arrangement with the surety and the Tenant; and no such action on the part of the Landlord shall be construed as, or operate as, a waiver or abandonment of any of the rights the Landlord may possess.
  - 3.5 All acknowledgments of indebtedness and admissions made by the Tenant shall be binding on the Surety.
  - 3.6 The Landlord shall have the right to appropriate any money received from the Surety or the Tenant to any indebtedness he deems fit.
  - 3.7 This deed of surety shall remain in force, notwithstanding the termination or cancellation of the Lease or death or insolvency of the Tenant until such time that the Landlord releases the Surety therefrom in writing.
- 4 The Surety renounces the benefits of:
  - 4.1 **Excussion** - The Landlord may claim from the Surety the full amount owing without claiming same from the Tenant.
  - 4.2 **Division** - If there is more than one surety; the Landlord may claim from each individual surety the full amount without set off or pro rata sharing.
  - 4.3 **Cession of action** - The Landlord may claim directly from the Surety without first ceding the Landlord's right of action against the Tenant to the Surety.
- 5 The Surety chooses as *domicilium citandi et executadi* for all purposes herein the addresses stipulated in the Schedule (Whether electronic or physical).
- 6 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by the Surety shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered by the prescribed method of delivery, to the chosen *domicilium citandi et executandi*.
- 7 The Surety consents to the jurisdiction of the Magistrates Court in respect of any dispute arising out of this agreement, without limiting the inherent jurisdiction of the High Court.

<b>SIGNATORIES</b>
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Phone | +27 12 111 1630 Fax | +27 (0) 86 232 6537

Address | Cnr January Masilela & Amarand Avenue | 3<sup>rd</sup> Floor Pegasus Building | Menlyn Maine, Waterkloof Glen Ext 2 | Pretoria | 0181

Directors S. Rafuza | P. Lamola | S. Papu

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THUS, CONCLUDED AND SIGNED AT  
(place)

ON

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\_\_\_\_\_  
THE SURETY

\_\_\_\_\_  
AS WITNESS (1)

\_\_\_\_\_  
AS WITNESS (2)