

ACKNOWLEDGEMENT OF DEBT
UNDERTAKING TO PAY WITH
CONSENT TO JUDGEMENT


1. I,

MS KAREN PATRICIA AVNIT (Identity number: 5903170130082)

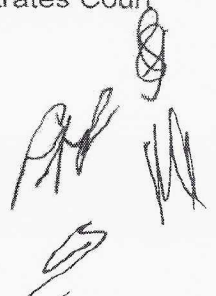
an adult in her capacity as sole member of Kachan Marketing and Distribution CC (Registration number: 2005/138571/23) which has its usual place of business at 41 Third Avenue, Melville, Johannesburg, Gauteng (hereinafter referred to as "the debtor"), does hereby acknowledge that the debtor is truly and lawfully indebted to RegimA Skin Treatment CC (Registration number: 1992/05371/23) (hereinafter "the creditor") in the following sum:

R 3 110 759.56 (three million one hundred and ten thousand seven hundred and fifty nine rand and fifty six cents) (hereinafter the "Principal Debt")

2. The Principal Debt shall be paid by the debtor to the creditor as detailed on Annexure "A" annexed hereto.
3. The Principal Debt or any part thereof shall be subject to interest at a rate of prime rate plus 3% per annum from 01 February 2018 to date of payment.
4. Should the debtor default in the due performance of any of its obligations in terms of this acknowledgement, all of which are material including, in particular, if any payment is not made on the due date or in the event of the debtor being sequestered/liquidated (whether provisionally or finally) or in the event of judgement being obtained against the debtor and such judgement not being satisfied within 7 (seven) days of the date on which it is granted then:
 - 4.1 the full balance then outstanding in terms hereof will immediately become due and payable;
 - 4.2 the said creditor may solely at its election proceed to institute action on the basis of this acknowledgement or on the basis of any other action which may have been instituted by the creditor prior to the date of signature hereof;



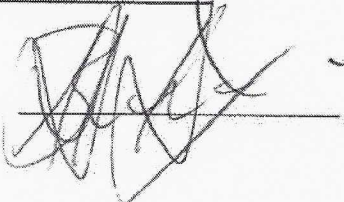
- 4.3 the creditor shall be entitled to recover, in addition to all the foregoing amounts, all costs disbursed by itself to its attorney in securing the debtor's compliance with the provision hereof, which costs may be taxed and recovered on the scale as between attorney and own client and shall include the costs of all necessary attendances, traces and opinions given, whether action has been instituted or not;
5. Neither this acknowledgement nor any payment in terms hereof shall be a novation of the debtor's present obligations to the creditor.
6. The debtor hereby chooses as its **domicilium citandi et executandi** for all purposes hereunder its address as mentioned above, at which address all notices and/or processes in terms of or arising out of this acknowledgement of debt validly be delivered to or served upon the debtor.
7. No latitude or indulgence granted by the creditor shall be binding upon the creditor or be deemed to constitute a waiver or novation of any of the creditor's rights hereunder, nor shall the creditor be estopped from enforcing any rights which it may have, by its failure to enforce any of its rights.
8. No additions to, alterations, variations or consensual cancellations hereof shall be of any effect, unless reduced to writing and signed by the debtor and the creditor or its agents, duly authorised in writing.
9. The debtor expressly waives and renounces the legal benefits and exceptions of the **errore calculi, non numeratae pecuniae, non cause debiti**, the revision of accounts, no value recorded and declares itself to be fully acquainted with the meaning and effect of these exceptions.
10. A statement signed by any accountant or manager or director of the creditor (whose appointment it shall not be necessary to prove) specifying the amounts owing by the debtor in terms of this Acknowledgement or the amount by which the capital liability has been reduced, shall be **prima facie** proof of its contents, and sufficient for all purposes, including obtaining judgement and provisional sentence against the debtor.
11. All payments shall be applied first towards costs, interest and thereafter towards capital.
12. In the event that the creditor is required to institute any action for the recovery of any amount due in terms hereof the debtor expressly consents to the jurisdiction of the Magistrates Court as envisaged by Section 45 of the Magistrates Court Act 32 of 1944.



13. The debtor hereby consents, in terms of Sections 57 and 58 of the Magistrates Court Act 32 of 1944 read together with Rule 11 thereof to the creditor obtaining judgment against the debtor for any amount of the outstanding balance in terms hereof.
14. As security for the principle debt the Debtor, Ms Avnit, in both her representative and personal capacity agrees to the terms as set out in Annexure "B" attached hereto.
15. Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that, this Agreement is affected by legislation or any amendment thereto, or if any provision herein contained is by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provision shall be ineffective only to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part thereof.

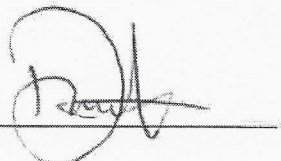
SIGNED AT MELVILLE ON THIS THE 12 DAY OF FEBRUARY 2018.

AS WITNESSES:

1. 




Ms Karen Patricia Avnit
(on behalf of Kachan Marketing & Distribution CC)

2. 

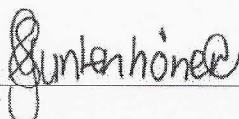
SIGNED AT Johannesburg ON THIS THE 21st DAY OF February 2018.

AS WITNESSES:

1. 



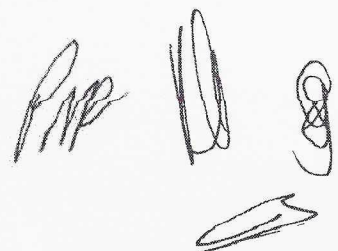
RegimA Skin Treatment CC
(herein represented by Peter Faucitt
being duly authorized)

2. 

ANNEXURE "A"

The debtors hereby agree to make payment of the principle debt as follows:

1. The Debtor will make monthly payments in the amount of not less than R50 000,00 (Fifty Thousand Rand) in reduction of the principal debt (hereinafter "the monthly instalments").
2. The monthly instalments will be made as follows:
 - 2.1 The first payment to be made on or before 15 February 2018.
 - 2.2 Thereafter an amount of not less than R50 000.00 will be paid on or before the first day of each succeeding month.
 - 2.3 The monthly instalments to continue until such time as the principle debt, together with any interest and/or costs has been settled in full.

The block contains several handwritten signatures and initials in black ink. On the left is a signature that appears to be 'RAB'. To its right are two vertical, stylized signatures. Further right is a circular stamp or signature. Below these, there is a horizontal signature. At the very bottom center, there is a small horizontal line.

ANNEXURE "B"

1. The debtor hereby cedes its full book debt to the creditor on the following terms and conditions:

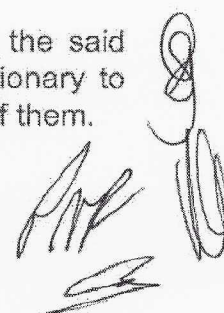
- 1.1 Cession

In execution of the abovementioned agreement, the cedent hereby cedes, transfers and makes over to the cessionary his/her right, title and interest in and to all the book debts of his/her said business existing as at the date hereof.

- 1.2 Undertakings by cedent

The cedent hereby undertakes that he/she will:

- 1.2.1 Furnish to the cessionary within 10 (ten) days from the date hereof a full list of all debtors of his/her said business with their names, occupations and addresses, the nature and amount of the indebtedness of each of them and particulars of any bills of exchange, promissory notes, agreements, documents of title or other securities of whatsoever nature held in respect thereof, a statement showing whether the indebtedness is on open account or on credit, and in the latter event the terms of such credit;
 - 1.2.2 Upon demand deliver, cede, transfer or negotiate to the cessionary all or such of the bills of exchange, promissory notes, cheques, documents of title or other securities referred to in subparagraph 1.2.1 hereof as may be demanded, duly endorsed, ceded, transferred or negotiated in such form as shall render the cessionary the absolute owner thereof entitled in his/her own name to enforce payment thereof;
 - 1.2.3 Make available for inspection by the cessionary or his/her authorised agent at any time during normal business hours at the cedent's place of business all books of account, receipt and other books, papers and correspondence relating to the said book debts and the cedent's dealings with the debtors in respect of the indebtedness of each of them to him/her in his/her said business;
 - 1.2.4 Give the cessionary all such information concerning the said debtors as may be reasonably required by the cessionary to enable him/her to recover the amount owing by each of them.



1.3 Authority

The cedent hereby authorises the cessionary to notify the debtor of this cession.

1.4 Acceptance

The cessionary hereby accepts the said cession upon and subject to the terms and conditions of this agreement.

2. Ms Avnit (hereinafter "Avnit") hereby agrees and undertakes to within a reasonable time initiate and acquire a life insurance policy on her life to a value of not less than R 3 000 000.00 (three million rand) underwritten by a recognized and properly registered insurance company and hereby cedes any proceeds thereof that may fall due (only to the extent required to extinguish the principle debt) to the creditor. Avnit undertakes to inform the relevant insurance company and will take all reasonable steps required to have the interest of the creditor noted on the policy.
3. Avnit agrees, subject to the reasonable requirements of any current bondholder, to allow the registration of a security bond in favour of the creditor over her residential property situate at 4 Forest Lodge, Jatinga Lane, Paulshof as security for the principal debt.
4. Avnit agrees and undertakes in both her representative and personal capacity to co-operate and comply with any reasonable request of the creditor (or its agents) in order to fulfil the requirements of the agreement.

