



DEED OF SURETYSHIP, CO-PRINCIPAL DEBTORSHIP AND GUARANTEE

DEFINITIONS (refer to clauses 16 and 18):

1. **'Excussion'**: Shall mean that the Creditor may proceed directly against the Surety, does not have to proceed against the principal debtor first i.e. Company / Close Corporation.
2. **'Division'**: Shall mean that the Debt does not have to be divided between principal debtor and surety / ies.
3. **'Non numeratae pecuniae'**: Shall mean that no valuable consideration has been received.
4. **'Non causa debiti'**: Shall mean that there is no cause for the debt
5. **'Error calculi'**: Shall mean that there is no calculation Error
6. **'De doubus vel pluribus reis debendi'**: Shall mean that the Surety renounce his / her obligation to be sued jointly with other principal debtors
7. **'In solidium'**: Shall mean Together and Jointly

I / We, the undersigned (Co-Principal Debtor/s)

FULL NAMES IN BLOCK LETTERS	FULL RESIDENTIAL ADDRESS	MARITAL STATUS
1. _____ _____ ID no: _____	OF _____ _____ _____	(Delete whichever is not applicable) * Unmarried / Married * In / Out of Community of Property

do hereby bind myself/ourselves jointly and severally to:

LAFARGE INDUSTRIES SOUTH AFRICA (PROPRETARY) LIMITED (REG. NO. 2005/033309/07) and

LAFARGE MINING SOUTH AFRICA (PROPRIETARY) LIMITED (REG. NO. 2005/033162/07)

("the CREDITOR") - and its successors - in - title as surety for and co-principal debtor with –

Full Company Registration Name:

Company Registration Number:

(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 hereinafter referred to as "the obligations").

I/We further jointly and severally guarantee the performance by the DEBTOR of all its obligations to the CREDITOR.

1. As part of my/our liability in terms hereof I/we bind myself/ourselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the foregoing, Attorney and own client cost, collection commission and tracing fees incurred by the creditor in securing or endeavouring to secure fulfilment of the obligations.

2. The rights of the CREDITOR under this SURETYSHIP shall not be affected or diminished:
 - 2.1 if the CREDITOR at any time obtains additional suretyships, guarantees, co-principal debtorships securities or indemnities in connection with the obligations,
 - 2.2 if any of the other persons named herein fail and/or refuse and/or neglect to sign this document; and/or
 - 2.3 by virtue of the fact that the CREDITOR acquired its claim against the DEBTOR as a consequence of a cession from any of its holding, subsidiary or associated companies; and/or
 - 2.4 by virtue of the fact that this document is not witnessed.
3. This SURETYSHIP shall be a continuing suretyship, co-principal debtorship and guarantee, and shall remain in full force and effect notwithstanding any fluctuation in or extinction for any period whatsoever of the obligation.
4. I/We shall be bound by all admissions or acknowledgements of 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.
5. The CREDITOR shall be entitled without reference or notification to me/us without affecting its rights hereunder to release other sureties and securities, co-principal debtors and guarantees and securities, to grant the DEBTOR extensions of time for payment and to compound or make any other arrangements with the DEBTOR for the discharge of the DEBTOR'S indebtedness.
6. If the DEBTOR shall be placed in liquidation or provisional liquidation or under judicial management or under sequestration or provisional 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 prejudicing its rights against me/us which rights shall further not be prejudiced by its acceptance of any other securities, guarantees, co-principal debtorships 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.
7. For as long as the CREDITOR may think fit, and at the option and in the sole and absolute discretion of the CREDITOR, any monies paid by me/us to the CREDITOR hereunder may be treated as cash security to be held by the CREDITOR in a securities realisation account in the CREDITORS books of account until the obligations shall have been fully discharged, or may be applied to such debt or debts of the DEBTOR as the CREDITOR may think fit.
8. Should the DEBTOR fail to discharge any of the obligations on due date, the CREDITOR shall be entitled, notwithstanding any contrary arrangement 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 the performance of the obligations shall have arrived or not.
9. In respect of all contracts entered into by the DEBTOR with the CREDITOR, I/we 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 director/s or member/s or trustee/s of the DEBTORS were, or in the case of further 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 assume the liability to the CREDITOR which any such contract purported to impose upon the DEBTOR.
10. 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 rights, titles 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 revisionary right or interest which I/we might acquire after termination of any prior cession, assignment or transfer.
11. For the purpose of any action against me/us for provisional sentence, default or summary judgement, a certificate under the signature of any manager of the CREDITOR as to the amount owing by the DEBTOR to the CREDITOR and of the fact that due date of the discharge of the obligations and/or my/our obligations hereunder has arrived shall be *prima facie* proof of the indebtedness of the DEBTOR to the CREDITOR. The designation and authority of the manager need not be proved by the CREDITOR.
12. In terms of Section 45 of the Magistrate's Court Act of 1944 as amended, I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action being instituted against me/us by the CREDITOR in terms hereof. It shall nevertheless be entirely within the discretion of the CREDITOR as to whether to proceed against me/us in such Magistrate's Court or any other Court having jurisdiction.
13. For the purpose of this SURETYSHIP and any proceedings which may be instituted by virtue hereof, I/we hereby choose *domicilium citandi et executandi* at the physical address given on page one of the Application for Credit to which this SURETYSHIP forms part, where all notices and processes may be effectively served and delivered upon me/us.

14. Every notice to be given in terms of or incidental to this SURETYSHIP shall be in writing and shall be either left at the *domicilium citandi et executandi* selected by me/us in which case it shall be deemed to have been received when so left posted by prepaid certified mail to me at the *domicilium citandi et executandi* selected by me in which case it shall be deemed to have been received on the third business day after posting.
15. Notice of change of address stated above shall be given by me to the CREDITOR either by personal delivery to the CREDITOR or sent by prepaid registered mail provided that I shall not without the written consent of the CREDITOR be entitled to select an address elsewhere that in the town referred to the above.
16. I/we hereby expressly renounce the benefits of the legal exceptions of "order", "excussion", "division", "cession of action", "*non numeratae pecuniae*", "*non causa debiti*", "*errore calculi*", "revision of accounts" and all or any exceptions which could or might be pleaded to any claim by the CREDITOR against me/us with the meaning, force and effect of all of which exceptions I/we declare myself/ourselves to be fully acquainted.
17. I/we hereby confirm and declare that this Deed of Suretyship, Co-principal Debtorship and Guarantee was properly completed at the time of-my/our signature hereof. This Deed of Suretyship, Co-principal Debtorship and Guarantee is enforceable by the CREDITOR against the person signing the same whether or not the other party/ies named herein sign the same.
18. Any reference in this document, to either the masculine or feminine or neuter gender shall in the appropriate context be deemed to include or mean reference to any of the other genders, and references to either the singular or plural, shall in the appropriate context be deemed to include or refer to the other number. Where two or more persons execute this suretyship:
 - 18.1 they renounce, by their signature, the benefit of the exceptions of division and *de duobus vel pluribus reis debendi* and are liable *in solidum* hereunder severally as well as jointly;
 - 18.2 all the provisions of this deed shall apply to each of them severally as well as to each of them jointly;
 - 18.3 in the event of this suretyship for any reason being inoperative or unenforceable against one or more of them, it shall nevertheless remain binding on and enforceable against the other or others of them;
 - 18.4 in the event of one or more of them failing to sign this suretyship, it shall nevertheless remain operative and enforceable against such of them as did sign it.
19. The Surety acknowledges that the whole document has been explained to them and that they are aware of and understand the contents thereof,
20. Each surety hereby certifies by his / her signature appended below, that when the foregoing Suretyship in favour of the Creditor was signed by him / her, there were no blank spaces therein which still required to be completed and no deletions which are still required to be made, that the names of the debtor / s have been duly inserted on page 1 of the Deed of Suretyship was in all respects complete and not subject to any conditions precedent to its coming into force.

Signed at _____ on _____

 1. SURETY, CO-PRINCIPAL DEBTOR AND
 GUARANTOR

 SPOUSE
 If married in community of property

 ID NUMBER

WITNESSES:

1. Signature: _____

2. Signature: _____

Full Name: _____

Full Name: _____

<i>Initial</i> <i>Date</i>
