

DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

I the undersigned :

Name : Full names of Surety)

Address : (Physical address of Surety)

Bind myself as surety and co-principal debtor in solidum, jointly and severally in favour of TECHNOBURN (PTY) LTD, its successors and assigns for and on behalf :

_____ – hereinafter called “the Debtor”

For the due and faithful payment to TECHNOBURN of all the sums of money as are now or as may become due and owing or payable to TECHNOBURN by the Debtor in respect of any obligation present or future, arising out of or in relation to any cause of indebtedness whatsoever and whether such indebtedness be incurred by the Debtor in the Debtor’s own name or in the name of any firm or entity in which the Debtor may be trading, either wholly or jointly with others in partnership or otherwise, and whether such indebtedness arises from the supply of fuel or goods sold or work done in respect of any indebtedness which may take the place of any novated debt, even if such novation takes place after the termination of this guarantee, including interest, reversed discount, commission, attorney client and collection costs, stamps and all other necessary or usual charges and expenses.

I waive and renounce every benefit and exception which I as surety am or may become entitled to in law, and in particular, (without prejudice to the generality of the foregoing) the benefits of the excussion, division, cession of action and de duobus vel pluribus reis debendi, with the force and effect whereof I am fully acquainted. I shall not be abrogated nor be affected by any other suretyship, guarantee, indemnity or security Technoburn may from time to time procure or hold in respect of any transaction, contract, arrangement or agreement that may from time to time be concluded between Technoburn and the Debtor and that it is not to be nullified or rendered unenforceable by any indulgence or forbearance on Technoburn’s part granted or extended to the Debtor or to the Debtor or to any of the Debtor’s customers or other.

It is understood however, that I am at liberty to terminate this my suretyship or guarantee at any time upon giving you notice in writing to that effect that after the service of such notice upon you, this my suretyship shall not be taken to extend to any transaction, contract, arrangement or agreement concluded or entered into by you with the Debtor after the date of service of such notice, but all obligations then existing shall remain of full force and effect.

As additional security for the foregoing suretyship, I hereby cede, assign, transfer and make over in favour of Technoburn all my title and interest in and to any sums which may be now be owing or which may in future become owing to me by the Debtor from any cause of indebtedness whatsoever and/or in respect of monies lent and advanced to the Debtor by me and I agree to notify the Debtor of such cession to Technoburn and authorise you to give such notice, should you so desire.

I selected my address set out above as my domicilium/domicilia citandi et executandi (“domicilium”) for all purposes in terms of or arising from this suretyship or guarantee, including the service of all notice and process in connection therewith. Any notice or communication to me in terms hereof or pursuant hereto, sent by prepaid registered post to me at my domicilium shall be deemed to have been received on the fourth day after posting (unless the contrary is proved), or if delivered by hand during ordinary business hours at my domicilium shall be deemed to have been received on the day of business (unless the contrary is proved).

I agree that, at your option, the Magistrate's Court having jurisdiction in respect of my person shall have jurisdiction with regards to any legal proceedings whatever arising hereunder, notwithstanding that the amount of the claim may exceed the jurisdiction of the court. I further agree that if any legal proceedings are instituted by you in the Supreme Court of South Africa, you shall not be limited to recovering costs on the Magistrates' Court Tariff.

I warrant and represent to you that I have received and will continue, while this suretyship remains in force, to receive adequate value for the granting of this suretyship, and as separate and several undertaking, hold myself liable to Technoburn in damages for any loss which you may sustain consequent upon a breach of the warranty and undertaking contained in this clause.

My liability in terms of this suretyship is not subject to any other persons being bound as surety or guarantor in favour of Technoburn on behalf of the Debtor nor shall the amount of my liability be limited in any way by the credit limit stated in the accompanying credit application.

I shall be liable for and pay on demand all charges and expenses of whatsoever nature incurred by you in securing the performance of my/our obligations hereunder, and securing the satisfaction of your rights in terms hereof, including, without limitations of the generality of the foregoing, all legal costs on the scale as between attorney and his own client, collection commission and tracing agents fees. In the event that Technoburn institutes any civil proceedings against me arising out of this suretyship, I hereby waive any rights to claim security for cost as provided in terms of the Rules of the Magistrates and High Courts Acts. I confirm having read and understood the contents of Technoburn's credit application and standard terms and conditions which form part of this document and consider it binding to me.

SIGNED AT _____ THIS _____ DAY OF
_____ 2007

WITNESS (To sign)

SURETY (To sign)

WITNESS (To print name)

SURETY (To print name)