

**DEED OF SURETYSHIP/
CROSS COMPANY GUATANTEE**

I/ We, the undersigned:

(hereinafter referred to as the Surety/ies)

do hereby bind ourselves unto and in favour of

MAKORO TANK TECHNOLOGIES PTY LTD

(hereinafter referred to as the Creditor)

as surety/ies in solidum for and as co-principal and severally with

(hereinafter referred to as the Debtor)

For the due and punctual payment by the Debtor to the Creditor of all sums of money which the Debtor may now or in the future owe to the Creditor, and for the due and punctual fulfillment by the Debtor of any and all obligations owed now or in the future by the Debtor to the Creditor, arising out of Credit Facility Agreement _____
Dated _____ or arising out of any contracts or agreements pursuant to such goods sold and delivered _____

THE TERMS GOVERNING THIS SURETYSHIP ARE:

1. All admissions and acknowledgements of indebtedness by the Debtor shall be binding upon the Surety/ies.
2. The Creditor shall be entitled without prejudice to its rights hereunder and without reference to the surety/ies to:
 - 2.1 release any securities given to it by or on behalf of the Debtor:
 - 2.2 give time, compromise or make any arrangements which is in its discretion deems fit with the Debtor or any other person or persons, in each case as the Creditor in its discretion deems fit.
3. In the event of the liquidation, sequestration or placing under judicial management of the Debtor, whether provisional or final, whether compulsory or voluntary, or of a compromise between the Debtor and its creditors:

- 3.1 The Surety/ies undertake/s not to prove a claim against the Debtor in the competition with the Creditor until all the obligations of the Debtor to the Creditor have been discharged in full;
- 3.2 The Surety/ies agrees/s that the Creditor will be entitled without prejudicing its rights against the Surety/ies:
 - 3.2.1 to prove a claim against the Debtor for all the Debtor's obligations to the Creditor, and
 - 3.2.2 to claim from the Surety/ies the full amount of its indebtedness in the terms of the suretyship.
4. A certificate signed by any Director of the Creditor to the effect that the Debtor is in breach of any or all of its obligations in terms of the Credit Facility Agreement or any other contracts or agreements as aforesaid, shall be sufficient proof of that fact, and of the extent of any indebtedness of the Debtor to the Creditor arising out of such breach of obligations. In the event of such breach as aforesaid the amount indebtedness together with all amounts outstanding at that time shall immediately become due and payable by the Surety/ies in terms of this agreement, and such certificate shall be valid against us as a liquid document in any competent Court for the purposes of obtaining Provisional Sentence or Summary Judgment against us thereon.
5. This Suretyship shall continue to bind the Surety/ies as a continuing covering security notwithstanding the fluctuation or temporary extinction of the Debtor's indebtedness to the Creditor, or the fact that the Creditor shall without notice to the Surety/ies vary the terms of the Credit Facility Agreement, or of the aforesaid contracts or agreements, or grant extensions of time to the Debtor for the carrying out of any obligations, or to compound with the Debtor or enter into any other arrangement, or fail to acquire, pursue or preserve any right with the Creditor may have against the Debtor, or in any other manner to grant the Debtor indulgence or to make concessions to the Debtor which would otherwise entitle us to claim discharge from this Suretyship.
6. We hereby choose 'domicilium citundi et executandi' for all purposes hereunder at the following address:

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.....
.....
7. We hereby renounce the benefits of excussion and division, and the benefits of cession of action "non numerate pecuniao", 'non enusa debiti', errore calculi',

revision of accounts and no value received, the full meaning, force and effect of which we hereby declare to understand and accept.

THUS DONE AND SIGNED AT _____ on this

the _____ day of _____ 20 _____

In the presence of the undersigned witnesses:

FULL NAMES OF SURETY

SIGNATURE OF SURETY

Identity Document No: _____

Deed of Suretyship

Company Registration No: _____

Cross Company Guarantee

For Director who Warrants that he/she is authorized

hereto in terms of a resolution dated: _____

COMPANY STAMP

AS WITNESSES:

1. _____
Full names

Signature

2. _____
Full names

Signature