

[BANK LOGO]

BANK ADDRESS LINE 1
BANK ADDRESS LINE 2
BANK ADDRESS LINE 3

BANK GUARANTEE REFERENCE NUMBER

_____ - (Correct landlord entity)
Redefine Place
2 Arnold Road
Rosebank
Johannesburg

**BANK GUARANTEE IN RESPECT OF [TENANT]'S LEASE OBLGATIONS
TO (Correct landlord entity)**

We, [NAME OF BANK] registration number: [REGISTRATION NUMBER OF BANK] (hereinafter referred to as "the Bank") and represented by the undersigned [NAME OF FIRST BANK REPRESENTATIVE] and [NAME OF SECOND BANK REPRESENTATIVE], duly authorised hereto in our respective capacities as [CAPACITY OF FIRST BANK REPRESENTATIVE] and [CAPACITY OF SECOND BANK REPRESENTATIVE] of the Bank do hereby confirm that:

1. The Bank is holding the amount of [INSERT GUARANTEE AMOUNT IN NUMERALS] ([INSERT GUARANTEE AMOUNT IN WORDS]) at the disposal of _____ (Correct landlord entity) as security in respect of the agreement of lease between _____ [LEGAL NAME OF TENANT] and _____ (Correct landlord entity) (hereinafter referred to as "the Landlord") over the premises described in paragraph 2, below (hereinafter referred to as "the Lease").
2. This bank guarantee is issued to the Landlord in respect of the premises occupied by _____ [LEGAL NAME OF TENANT] situated at _____ [PHYSICAL ADDRESS OF PREMISES], provided that this bank guarantee shall be equally applicable to any adjusted and/or amended premises occupied by _____ [LEGAL NAME OF TENANT] in respect of the Lease.

3. The Bank's liability under this bank guarantee is principle in nature and shall not be reduced or in other way affected or amended by any alteration of the terms of the Lease or by any arrangements made between the Landlord and _____ [LEGAL NAME OF TENANT], the insolvency, liquidation or administration of the Tenant.
4. The bank will pay on demand, within 7 (seven) days of notice by the landlord, the full value of this bank guarantee and will not determine the validity of the demand or the correctness of the amount demanded nor become party to any claim or dispute of what-so-ever nature between any party.
5. This bank guarantee is not negotiable and is restricted to the payment of money only.
6. This bank guarantee is not transferable save as between the Landlord and a subsequent purchaser of the property of which the premises described in paragraph 2, above, form part.
7. This bank guarantee is irrevocable and the Bank shall not be entitled to withdraw, cancel or amend this guarantee for any reason what-so-ever prior to the expiry date cited in paragraph 11, below, without the prior written consent of the Landlord.
8. If for any reason the Bank and the Landlord agree to the premature withdrawal or cancelation of this bank guarantee, then the Bank shall immediately upon such withdrawal or cancellation pay to the Landlord in cash the full value of this bank guarantee unless the Bank shall have been excused there-from by the Landlord in writing.
9. Payment in respect of this bank guarantee shall only be made by the [NAME OF BRANCH] of the Bank (or an alternative branch specified by the Bank) against the return of the original version of this bank guarantee to such branch.
10. Payment in respect of this bank guarantee shall be made immediately upon the Landlord's notice to the Bank calling for such payment.
11. This bank guarantee shall expire on _____ [INSERT A DATE THREE MONTHS AFTER THE EXPIRY DATE OF THE LEASE] or upon payment of the value of this bank guarantee to the Landlord.

- 12. The Bank hereby renounces all benefits from the legal exceptions *seu excussionis et divisionis, no value received* and all other exceptions which might or could be pleaded against the validity of this bank guarantee, the meaning and effect of which exceptions the Bank declares itself to be fully acquainted with.
- 13. The Bank accepts that the Landlord’s address reflected above is the Landlord’s correct address for the service of notices in connection with this guarantee.
- 14. Any notice sent by the Bank to the Landlord in connection with this guarantee must be sent by registered mail or hand-delivered to the Landlord’s address as above and marked for the attention of the financial manager.
- 15. This guarantee shall be governed by South African Law and be subject to the jurisdiction of South African courts at all times.

Signed at _____ on this _____ day of

_____ 2 _____

For and on behalf of the [NAME OF BANK]

Signatory 1

Signatory 2

As witnesses to the signatories:

Witness 1

Witness 2