

## SUGGESTED SPECIAL CONDITIONS FOR A DEPOSIT GUARANTEE

### For inclusion in the Sale Agreement

- In this agreement, the word 'Guarantee' means the Deposit Advantage Guarantee issued to the seller at the request of the purchaser by Lombard Insurance Company Limited (the 'Guarantor') and in, and to the effect of, the form annexed hereto and marked '(marking to be inserted)'.
- The delivery of the Guarantee no later than the time the deposit is required to be paid under this agreement to the person or entity ("Depositholder") nominated in this agreement to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Guarantee, save as is stipulated in (4) below, be deemed to be payment of the Deposit in accordance with this agreement.
- Simultaneously with payment of the balance of the purchase price in terms of this agreement, the purchaser shall pay to the seller, in addition to all other monies payable under this agreement, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.
- In the event of the Guarantor failing to pay under the Guarantee in part or in whole, then to the extent that the amount has not already been paid by the Guarantor under the Guarantee, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Depositholder.
- The seller acknowledges that payment by the Guarantor under the Guarantee shall, to the extent of the amount paid, fulfill the purchaser's obligation to pay the deposit.
- The seller acknowledges that the Guarantee ceases to have effect, and the Guarantor ceases to be liable under the Guarantee from and including the expiry date of the Guarantee.