

**SHEPPARD & SANDERS ATTORNEYS**

DATE: 24 March 2014

Our ref: Mr Britz/DB/0123

**MACKENZIE ROAD MAINTENANCE AND CIVILS (PTY) LTD  
49 RUE BLAIRE CRESCENT  
SEA POINT  
CAPE TOWN**

Dear Sirs,

**RE: MAC SUPPLIERS CC // MACKENZIE ROAD MAINTENANCE AND CIVILS (PTY) LTD**

- 1 The above matter refers.
- 2 We act on behalf of our client, Mac Suppliers CC (“our client”).
- 3 Our client has instructed us that:
  - 3 1 On or about the 29<sup>th</sup> of July 2013, our client, duly represented by Mr Mac Bowles, concluded a written loan agreement (the “Agreement”) with Mackenzie Road Maintenance and Civils (Pty) Ltd (“Mackenzie Road Maintenance”) duly represented by an authorized individual. The Agreement contains *inter alia* the following terms:
    - 3 1 1 Our client lent and advanced to Mackenzie Road Maintenance the sum of R176 000-00 (one hundred and seventy six thousand rand);
    - 3 1 2 There is no interest payable on the agreed loan amount;
    - 3 1 3 The above amount is, in terms of the Agreement, repayable in 5 (five) instalments on the following dates:
      - 3 1 3 1 R35 000-00 (thirty five thousand rand) on 31 July 2013;
      - 3 1 3 2 R35 000-00 (thirty five thousand rand) on 30 November 2013;
      - 3 1 3 3 R35 000-00 (thirty five thousand rand) on 31 December 2013;
      - 3 1 3 4 R35 000-00 (thirty five thousand rand) on 31 January 2014;
      - 3 1 3 5 R36 000-00 (thirty six thousand rand) on 28 February 2014.
  - 3 2 Our client duly performed in accordance with the terms of the Agreement by advancing the sum of R176 000-00 (one hundred and seventy six thousand rand) to Mackenzie Road Maintenance.
  - 3 3 Mackenzie Road Maintenance failed to pay the amounts stipulated in paragraph 3.1.3 above on the agreed dates. In fact, no payment of any of the aforementioned amounts has been received by our client to date.

4 We therefore demand payment of R176 000-00 (one hundred and seventy six thousand rand) within 14 (fourteen) calendar days from the date of transmission hereof, failing which our instructions are to institute legal proceedings against Mackenzie Road Maintenance for payment of this amount, including recovering the costs that our client has occasioned as a result of Mackenzie Road Maintenance's failure to comply with the terms of the Agreement.

5 Kindly effect payment into our trust account held at:

<b>BANK DETAILS</b> <b><u>SHEPPARD &amp; SANDERS ATTORNEYS</u></b> TELEPHONE: (021) 855 7993 TELEFAX: 086 686 7825	
BANK	NEDBAK
ACCOUNT NUMBER	4550-3120-851
<b>BRANCH NAME</b>	<b>NEDBANK SEA POINT</b>
BRANCH CODE	02355

6 Kindly acknowledge receipt hereof.

Yours faithfully

**SHEPPARD & SANDERS ATTORNEYS**