

MEMORANDUM OF AGREEMENT FOR VENUE HIRE

Entered into by and between:

BOARDWALK INKWAZI SHOPPING CENTRE
RESILIENT PROPERTIES (PTY) LIMITED
Registration Number: 2002/016890/07

Companies duly registered and incorporated in accordance with the
Company Laws of the Republic of South Africa

Herein represented by Angelique Wright
In his/her capacity as Marketing Manager
Who warrants that he/she is duly authorised hereto
(hereinafter referred to as "Boardwalk Inkwazi")

AND

(Name of Exhibitor)

(Registration Number)

(VAT Number)

Represented herein by: _____ in
his/her

capacity as: -----

Who warrants that he/she is duly authorized hereto

Address:

Cell No: -----

Office No: -----

Email Address: -----

1. DEFINITIONS

In this agreement, unless the context clearly otherwise requires:

- 1.1 "the Shopping Centre" means Boardwalk Inkwazi, including all its buildings, parking areas and surrounding facilities, situated at 1 Kruger Rand Road, Richards Bay, 3900.
1.2 "the Venue" means the area known as _____, as demarcated on Annexure B hereto;
1.3 "the Term" means the duration of this agreement commencing at the Commencement Date and terminating at the Termination Date;
1.4 "the Commencement Date" means -----
"the Termination Date" means -----
1.5 "Renew" means a new agreement may be entered into for a further three months at the Landlords digression and approval one month prior to the expiry of the current agreement.
1.6 "the Period" means the number of days the Exhibitor has indicated on Annexure A. The Exhibitor may only allocate days within the agreement Term.
1.7 The Exhibitor may only trade on the allocated days set out in Annexure A. If for any reason the Exhibitor cannot trade on the allocated day he may not elect another day and will forfeit the upfront payment made for that indicated day.
1.8 "the Charges" means R _____ (Exclusive of VAT);

1.9 The Exhibitor is to pay the charges amount on the first day of each month which is equal to the sum of the days indicated for one month on Annexure A.

1.10 "the Event" means the event or exhibition to be held, staged, organised or presented by the Exhibitor at the Venue during the Period, being a promotion for _____.

1.11 "Centre Management" means the managing agent of the Shopping Centre appointed by the Landlord from time to time.

1.12 "The Annexure" means the following documents attached to and forming part of this Agreement:

- 1.12.1 Annexure A: Indicated days of trade by the Exhibitor.
1.12.2 Annexure B: The centre sketch indicating the Exhibitors allocated area of exhibiting.

2. LETTING AND HIRING

2.1 The Landlord hereby lets to the Exhibitor who hires the Venue on the terms and conditions set out herein.

2.2 The Venue shall be used by the Exhibitor for the holding of promotions and for no other purpose whatsoever without the prior written consent of the Landlord.

2.3 The Venue is let and hired voetstoots and the Landlord gives no warranty as to the Venue for the Exhibitor's purpose.

2.4 In addition, the Landlord does not warrant or make any representations as to the foot traffic within the Shopping Centre or the number of people who will attend the Event.

2.5 The Exhibitor acknowledges and undertakes to be responsible for the safety of its merchandise, employees, invitees, clients, visitors, agents and sub-contractors.

2.6 Shopping Centre promotions enjoy preference, and should it be required, other exhibitions and promotions will be re-scheduled to alternative dates. The Exhibitor acknowledges and accepts that due to the nature of the venue, it might happen, that an unplanned event/promotion is presented to the Marketing Team of the Shopping Centre, in which case Centre Management reserves the right to move or reschedule the pre-booked court to a mutually acceptable alternative area/ date.

2.7 The product/service to be exhibited by non-competitive outside companies may not at any time be in direct competition with any of the tenants at the Shopping Centre. Should this be the case Centre Management may request the immediate removal of such items or exhibition.

3. PAYMENT

3.1 In order to confirm the booking of the Venue for the period, the Exhibitor shall upon signature hereof undertake to pay the Landlord two weeks prior to the start of the exhibition

3.2 The Landlord shall not be obliged to afford the Exhibitor access to the Venue until such time as all amounts payable in terms of clauses 1.9 has been received by the Landlord.

3.3 All payments in terms hereof shall be made by means of electronic transfer into the Landlord's bank account.

3.4 Once this agreement has been signed by both parties, the Exhibitor shall not be entitled to cancel it for any reason during the Term and all Charges due for the Term shall be payable to the Landlord irrespective of whether the Event proceeds or not.

4. THE EVENT

4.1 Should security or cleaning services for the Event be required by the Landlord or the Exhibitor, the Exhibitor shall, at its own

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expense, make use of the services of the security and/or cleaning contractors employed by the Landlord. All costs in this regard shall be paid by the Exhibitor.

5. OBLIGATION OF THE EXHIBITOR

The Exhibitor shall:

- 5.1 not distribute any pamphlets or promotional material in the Venue or the Shopping Centre without the prior written permission of Angelique Wright, Marketing Manager.
- 5.2 ensure that the Event is staged, organized or presented in a professional manner and staffed, during all the business hours of the Shopping Centre (Mon to Fri 09:00am to 18:00pm; Sat 09:00am to 17:00pm; Sundays 09:00am to 15:00pm) by adequately trained and appropriately attired personnel;
- 5.3 supply all its own equipment and paraphernalia for the Event, ensuring that these meet the design, construction and aesthetic standards of the Shopping Centre;
- 5.4 ensure that all equipment is installed in such a way as to minimize disruption and the risk of damage to the Shopping Centre and ensure that the Event is fully set up by no later than the Commencement Time;
- 5.5 each Exhibitor may use a maximum of two standard size steel tables.
- 5.6 keep the Venue in a clean, neat and tidy condition at all times during the Period;
- 5.7 comply with the Rules and Regulations of the centre which may change from time to time.
- 5.8 at all times comply with all applicable municipal by-laws, regulations, requirements, ordinances and/or national legislation with respect to the conduct of the Event;
- 5.9 make good and/or repair any damages caused to the Shopping Centre as a result of the Event, the installation and/or removal of the Exhibitor's equipment and/or paraphernalia, failing which the Landlord shall have the right to attend thereto and to recover the cost incurred in so doing from the Exhibitor;
- 5.10 take out, at its own expense, public liability insurance for the event as well as insurance against the risk of the Event being cancelled for whatever reason and insurance against all risks assumed by the Exhibitor under this agreement and provide proof of such insurance to the Landlord, upon request.
- 5.11 ensure that no smoking or eating is allowed at the exhibition area/s.
- 5.12 ensure that all storage or packaging material (for example cardboard boxes) is removed from the exhibition area, or concealed from public view before the commencement of the exhibition.
- 5.13 ensure that its exhibition comply with the Occupational Health and Safety Act, 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, Municipal safety regulations and bylaws, as well as those that may be required by Centre Management. In addition to the aforementioned, the Exhibitor (as Contractor) will be required to sign the Agreement as envisaged by Section 37(2) of the Occupational Health and Safety Act, 1993 (as amended) as recorded in Annexure F. All claims by the public for loss or injury will have to be borne by the Exhibitor. The Shopping Centre, its owners, management agents and employee, shall not be held liable for any damage sustained by the Exhibitor, its invitees, agents, employees or contractors whatsoever.
- 5.14 not conduct any surveys inside or outside the Shopping Centre without the prior written consent from Angelique Wright, Marketing Manager

- 5.15 supply their own tables, tablecloths, chairs, etc.
- 5.16 be subject to spot checks and inspections by Centre Management.
- 5.17 ensure that their staff and contractors are familiar with the Shopping Centre's Exhibition Rules & Regulations as set out in this agreement.

The Exhibitor acknowledges that Centre Management reserves the right of admission.

6. LIMITATION OF LIABILITY

- 6.1 The Exhibitor holds the Event at the Venue entirely at its own risk.
- 6.2 The Exhibitor shall be solely responsible for the security and/or parking, insuring its goods while they are being exhibited in the Shopping Centre.
- 6.3 Neither the Landlord nor JHI Retail ("JHI") or their respective agents and/or employees shall be liable for any loss of any nature suffered by the Exhibitor or damage to any of the goods or assets of the Exhibitor, or be liable for any injury or loss of life to the person of the Exhibitor or the Exhibitor's employees or invitees, as a result of theft, robbery, or any other criminal offence, the overflow or failure of water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of the element of the weather or failure to carry out any work or of any latent or patent defect in the Shopping Centre or of any other cause whatsoever including negligence on the part of the Landlord, JHI or their respective employees or agents, and the Exhibitor indemnifies the Landlord and JHI against any claims howsoever arising. Specifically and without limiting the foregoing, no omission or commission by the Landlord and in particular the provision of any security services to the Shopping Centre, shall be construed in any manner whatsoever as an acceptance by the Landlord of any responsibility or liability towards the Exhibitor or any other person.
- 6.4 The Exhibitor will be required to ensure that the necessary Public Liability Insurance is in place, proof of such insurance which should be provided to Centre Management prior to the commencement of the exhibition. Centre Management may require the Exhibitor to provide proof that such Public Liability Cover is current and paid in full.

7. BREACH AND RELATED MATTERS

- 7.1 Should the Exhibitor:
 - 7.1.1 fail to pay any amount due by it in terms of this Agreement on due date being two weeks prior to the start of the exhibition
 - 7.1.2 commit a breach of any term or condition of this Agreement;
 - 7.1.3 commit or allow the commission of any other party to this Agreement or in the case of an individual, partnership, close corporation or trust, commit an act of insolvency and in the case of a company, commit an act allowing for the winding up of a company under the Companies Act including the acceptance of a compromise under Section 344 or Section 311 of the Companies Act 61 of 1973 (as amended);

then and in any such event the Landlord shall have the right forthwith to cancel the agreement with immediate effect and to resume possession of the Venue, but without prejudice to its claim for the amounts owing hereunder or for damages which it may have suffered by reason of the Exhibitor's breach of contract or of the premature cancellation.
- 7.2 The Landlord shall be entitled to recover all legal costs incurred by it, including attorney-and-own-client charges, tracing fees and such collection commission as the Landlord is obliged to pay its attorneys, from the Exhibitor.
- 7.3 At the option of the Landlord any action or application arising out of

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this agreement or any suretyship furnished for the obligation of the Exhibitor, may be brought in the Magistrate court having jurisdiction in respect of the Exhibitor or the surety.

7.4 The Parties choose their respective addresses as set out on the first page of this Agreement as their respective domicilia citandi et executandi for all purposes under purposes under this Agreement.

Signed at: _____ on this ____ day of _____ 20__

Name: _____ Signature: _____

Witness: _____ Signature: _____

8. SURETYSHIP

8.1 Where the Exhibitor is a corporate entity or a trust, the natural person who signs this Agreement on behalf of the Exhibitor shall be jointly and severally bound to the Landlord with the Exhibitor as surety and co-principal debtor in respect of the fulfilment of all the obligations of the Exhibitor arising out of this Agreement. By signature in the space provided hereunder the person signing this agreement accepts that he/she is acquainted with and bound by the provisions of the clause. Should this agreement make provision for more than one signatory, the suretyship created hereby shall be valid if only signed by one of the signatories.

8.2 The Surety agreed that this suretyship is in addition and without prejudice to any other suretyship and/or securities now held or hereafter to be held by the Landlord, and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account or liability and notwithstanding death or legal disability, until it is properly terminated.

8.3 The Surety hereby renounces all benefits arising from the legal exceptions (non numeratae pecuniae, non causa debiti, errore calculi and beneficia excussionis et. divisionis), with the force and effect with which the Surety hereby declares himself or itself to be fully acquainted.

9. GENERAL

9.1 Any relaxation of any of the terms of this agreement or any indulgence shown by either of the parties to the other shall in no way prejudice the right of such party and shall not be construed as a waiver or novation thereof.

9.2 This agreement constitutes the entire contract between the parties hereto and no amendment or consensual cancellation of this Agreement or any provision or term thereof, and no extension of time, waiver, relaxation or suspension of any of the provision or term of this agreement, shall be of legal efficacy save in so far as the same is reduced to writing and signed by the parties hereto.

9.3 The parties acknowledge that no representations or have been made or warranties given by either party, their legal agents and/or employees, save for what is contained in this Agreement.

9.4 The Exhibitor shall not, without the prior written consent of the Landlord, transfer any of its rights or obligations under this Agreement to any third party.

FOR: THE LANDLORD

Signed at : _____ on this ____ day of _____ 20__

Name: _____ Signature: _____

Witness: _____ Signature: _____

FOR: THE EXIBITOR

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