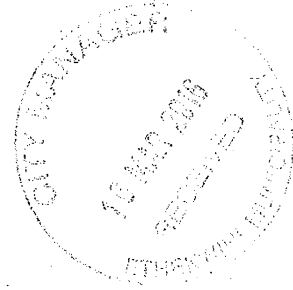
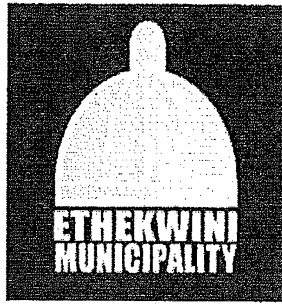


TI AND NICKI MINAJ AGREEMENT

IN ORDER

S. Gavende
NAME: *S. Gavende*
LEGAL SERVICE UNIT 11/05/2016
eTHEKWINI MUNICIPALITY



EVENTS CONTRACT

Incorporating the Terms and Conditions

Made and entered into between:

LINK GIBSON NGE LOGISTICS CC

(Registration No: CK 2010/050877/23)

Herein represented by: Slungile Adelaide Msomi

Identity Number: 6404100439080

In her capacity as the Managing Member
of LINK GIBSON NGE LOGISTICS CC

(Hereinafter referred to as "LINK GIBSON")

and

eTHEKWINI MUNICIPALITY

Herein represented by: SIBUSISO SITHOLE

In his capacity as the: CITY MANAGER

Being duly authorised thereto

(Hereinafter referred to as "the Municipality")

S. A. M

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TI AND NICKI MINAJ AGREEMENT

IN ORDER

NAME: *S. Gwende*

LEGAL SERVICE UNIT 11/03/2016
@THEKWINI MUNICIPALITY

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TI AND NICKI MINAJ AGREEMENT

Now therefore, it is agreed as follows

IN ORDER

S. Govender
NAME: S Govender
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

1. Preamble

It is recorded that-

- 1.1 All rights in and to THE TI DURBAN TOUR and NICKI MINAJ tour (hereinafter known as the Events) are owned by LINK GIBSON who are the Events Organisers.
- 1.2 The eThekweni Municipality, which is a sphere of local government and whose Constitutional mandate is to promote local Tourism and local economic development have agreed to provide LINK GIBSON with a financial contribution towards the Events in exchange for certain non-financial benefits aligned to this mandate.

2. Definitions and Interpretation

- 2.1. Unless the context indicates otherwise, the following terms shall have the following meanings:
 - 2.1.1 "Agreement" means this Agreement, together with any schedules and annexures hereto;
 - 2.1.2 "Close Corporation Act" shall mean the Close Corporation Act 69 of 1984
 - 2.1.3 "LINK GIBSON" means LINK GIBSON NGE LOGISTICS CC a close corporation, (Registration No: CK 2010/050877/23) duly registered in terms of the Close Corporations Act,.
 - 2.1.4. "The Events" means the T.I Durban Tour and NICKI MINAJ NICKI MINAJ Tour"
 - 2.1.5. "Durban Tourism" means the Business Support, Tourism and Markets Unit for the Municipality;
 - 2.1.6. "Funding" has the meaning set forth in clause four (4) below;
 - 2.1.7. "Parties" means to this agreement being eThekweni Municipality and LINK GIBSON
 - 2.1.8. "Events" as stipulated in clause three (3) below
 - 2.1.9 "Economic Impact Assessment Researchers" are either employees or contractors of the municipality whose purpose is to conduct Socio Economic research relating to the event.

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TI AND NICKI MINAJ AGREEMENT

3. Event details

3.1 LINK GIBSON shall host two Events, respectively:

- a) TI Durban Tour on 11 March 2016
- b) NICKI MINAJ Tour on 26 March 2016

3.2 The Events shall take place at the Durban Botanic Gardens and the Moses Mabhida Stadium respectively.

4. Financial contribution:

4.1 T I DURBAN TOUR

4.1.1 The Municipality shall contribute the sum of One and a half million Rand (R1 500 000 only) towards venue hire of the Durban Botanic Gardens,

4.1.2 The Funding is conditional upon full compliance with Clause 5 hereunder.

4.2 NICKI MINAJ TOUR

4.2.1 The Municipality shall contribute the sum of One Million Seven hundred Thousand Rand (R1 750 000), which shall be disbursed as follows:

4.2.1.1 One and a half million Rand (R1 500 000 only) which shall be used towards venue hire of the Moses Mabhida Stadium upon the due and proper fulfilment of Clause 5 hereto.

4.2.1.2 Two Hundred and Fifty Thousand Rand (R250 000) prior to the Event, provided that the contract has been signed by the Parties and there is due and proper fulfilment of Clause 5.1.1 and Clause 5.1.2 below. This amount shall be used to procure marketing and outdoor advertising by the Municipality and shall not be paid over to LINK GIBSON.

4.3 LINK GIBSON shall issue a written 3rd party payment instruction to the Municipality who will in turn generate an order for the sum as indicated in clause 4.1.1 and 4.2.1.1 respectively.

4.4 The Funding in Clauses 4.1 and 4.2 are not VATABLE and accordingly VAT may not be added to these amounts.

IN ORDER

Govender
NAME: *S. Govender*
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

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TI AND NICKI MINAJ AGREEMENT

- 4.5 The Funding in Clauses 4.1.1 and 4.2.1 is conditional upon full compliance with Clauses 5 below and shall be paid with 10(ten) days of receipt of the documentation referred to in clause 5.2.2 below.

IN ORDER
NAME: S. Govende
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

5. Obligations of LINK GIBSON

LINK GIBSON shall furnish the Municipality with the following:

5.1 PRELIMINARY RETURNABLES TO BE FURNISHED BEFORE THE EVENTS:

5.1.1 GOOD STANDING DOCUMENTATION:

- a) Company Registration Documents issued by the Companies and Intellectual Property Commission (CIPC)
- b) BBBEE Certificate (Certified copy)
- c) Original Bank Statement or Letter from a South African Banking Institution Confirming that LINK GIBSON is a client of such institution.
- d) Original Tax Clearance Certificate
- e) Certified Copies of Identity Documents of all shareholders Members/Partners/Trustees/ shares and /or interests in LINK GIBSON.
- f) Resolution from the LINK GIBSON passed by its Shareholders /members/partners/ Trustees duly authorizing the Signing Party to bind LINK GIBSON.

5.1.2 BUSINESS PLAN FOR EACH EVENT

- a) A detailed business plan reflecting the salient features of the Event and the roll out of the Event , with specific indication of dates and times ,artists, and staffing capacity.
- b) Budget
- c) Branding and marketing plan
- d) Any other relevant information which will enable the parties to prepare adequately for each event

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *Bover*
NAME: *S. Gaender*
LEGAL SERVICE UNIT "11/03/10"
eTHEKWINI MUNICIPALITY

5.2 POST EVENT DOCUMENTATION

5.2.1 CERTIFICATE OF AUTHENTICITY OF DISBURSEMENTS AND FRAUD PREVENTION

- a) The duly authorized representative alternatively the Financial Manager of the entity must certify that the funding in Clauses 4.1.1 and 4.2.1.1 have been applied to the Events as prescribed and that all costs incurred for the Events are fair and reasonable; and
- b) That LINK GIBSON has implemented an effective, efficient and transparent financial management and internal control system to guard against fraud and theft and financial mismanagement.

5.2.2 LINK GIBSON shall not later than six weeks from the last of the two Events, submit respective Close out Reports which shall include the following minimums:

- a) Analysis of the Overall appeal and attraction of the Events
- b) Overall appeal and attraction of the Events by the public and the achievement against the intended objectives.
- c) Details of Media utilization including destination coverage
- d) Details of successes and problems/challenges experienced and proposed future remedial measures
- e) The overview of the actual deliverables on the return on investment (ROI) against the expected deliverables as per obligations.

5.3 LINK GIBSON shall report on any matter to the City manager of the Municipality, or his nominee when called upon to do so.

5.4 LINK GIBSON shall keep proper supporting documents such as vouchers for all expenditure in relation to the respective Events, for the purposes of inspection by the City manager and /or his nominee.

5.5 LINK GIBSON shall allow and make provision for access to the Municipality's Economic Impact Assessment Team of at least 5 people to conduct a socio economic impact assessment at both the Events.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER

S. G. G. G.
NAME: S. G. G. G.
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

- 5.6 LINK GIBSON undertakes to procure all necessary permits and authorizations from the appropriate departments of the Municipality for the staging of the Events and to uphold all requirements therefore and further comply with the Municipality's statutory and legislative requirements in hosting the event and any other Law applicable, including but not limited to SASRIA Compliance
- 5.7 LINK GIBSON shall conclude venue hire agreements with the Durban Botanic Gardens and Moses Mabhida Stadium regulating the terms and conditions of use for the respective Events. The following provisions must be included in such venue hire agreements, between LINK GIBSON and Durban Botanic Garden and Moses Mabhida,

The Municipality reserves the right to cancel any order and not make payments to the venue hirer in the event of the following:

- LINK GIBSON opts not to use the Durban Botanic Gardens and/or Moses Mabhida Stadium for any reason whatsoever.
 - The Durban Botanic Gardens and/or Moses Mabhida Stadium cancel the venue hire agreement due to a breach of LINK GIBSON's obligations
 - Termination of this agreement as indicated in Clause 9 and Clause 12
 - Cancellation of the Events for whatsoever reason."
- 5.8 LINK GIBSON shall, at its own cost, take out appropriate insurance to the minimum value of R5 000 000.00 (Five Million Rands) for both events T.I Durban and NICKI MINAJ against any claim for damages or losses, which may occur to a third party or third party's property in the consequence or arising out of the Events. The underwriter of the policy shall be an insurance company registered in terms of the Company Law of the Republic of South Africa and acceptable to the Municipality and LINK GIBSON shall lodge a copy of the policy with the Municipality before the commencement of the Events.
- 5.9 LINK GIBSON shall ensure that at least 80% of local business shall be involved in the Events. LINK GIBSON shall furnish the Municipality with a list of local business beneficiaries, services rendered and the value thereof.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *S. Gwende*
NAME: *S. Gwende* 11/03/2016
LEGAL SERVICE UNIT
eTHEKWINI MUNICIPALITY

6. Warranty

- 6.1 LINK GIBSON warrants that it has the sole rights to both the Events and it hereby indemnifies the Municipality against any claims and costs from any Third Party who disputes such claim made by LINK GIBSON
- 6.2 LINK GIBSON warrants that any/all Intellectual Property used in both the Events are owned by it, alternatively that LINK GIBSON is duly authorized to use such Intellectual property and hereby indemnifies the Municipality against all or any claims that may arise from any alleged infringement by LINK GIBSON.

7. Rights of the municipality

The Municipality shall be entitled to :

7.1.1 Hospitality and City Benefits:

7.1.1.1 T.I Durban Tour

- 7.1.1.1.1 VIP 100
- 7.1.1.1.2 General 150
- 7.1.1.1.3 Crew Accreditation 15

7.1.1.2 NICKI MINAJ NICKI MINAJ Durban Tour

- 7.1.1.2.1 VIP 40
- 7.1.1.2.2 Gold Circle 150
- 7.1.1.2.3 General 200

7.1.1.3 Frequent looping of the Durban Tourism vignette and logo at the Events

7.1.1.4 Regular mention and acknowledgement by the MC of Durban Tourism as a partner in the event and inclusion of Durban Logo in event press releases in the Events .

7.1.1.5 Durban Tourism brand awareness through operational emailers to event in the both The Events .

7.1.2 Branding:

7.1.2.1 Durban Tourism brand will be prominently and strategically positioned throughout the both venues for the Events as per collaboratively agreed branding plan with Durban Tourism.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *Governer*
NAME: *S. Gwede*
LEGAL SERVICE UNIT 11/23/2016
eTHEKWINI MUNICIPALITY

7.1.2.2 Durban Tourism will have a right to setup experiential branded displays and consumer activation within a prominent location of Moses Mabhida Stadium, excluding the stage to showcase their services or products.

7.1.3 Social media and digital media:

The usage of the Durban Tourism logo is to be approved by Durban Tourism before usage.

7.1.3.1 The inclusion of Durban Tourism logo on all T.I and NICKI MINAJ Durban tour social media platforms (Facebook, twitter, instagram and website banners)

7.1.3.2 Include a Durban Tourism hyperlink on the LINK GIBSON NGE LOGISTICS CC Group website where the Events are being advertised.

7.1.4 Radio coverage and TV coverage:

7.1.4.1 Acknowledgement of Durban Tourism as a partner in radio interviews at Gagasi fm that will be conducted by LINK GIBSON Managing Member or an alternative Executive for both events.

7.1.4.2 An opportunity for Durban Tourism to participate in a radio interview at Gagasi fm. These interviews can be before the event or on the day of the event by the Mayor or an alternate City Executive for T.I Durban Tour.

7.1.4.3 Inclusion of Durban Tourism Logo on the television advert that will be flighted on the VUZU Channel for both events T.I and NICKI MINAJ Durban Tour.

7.1.4.4 An opportunity for Mayor or City Executive to participate in a TV interview VUZU Channel on day of the event NICKI MINAJ Durban Tour.

8. Indemnity

LINK GIBSON hereby indemnifies the Municipality in respect of all claims made by any person against the Municipality, its employees or agents in respect of any loss, damage or cost by reason of or in any way arising out of the refusal of the Municipality to pay over the funding as indicated in clauses 4.1 and 4.2 above.

9. Termination of the Agreement

9.1 The Municipality may, on not less than thirty (30) business days' written Notice of Termination to LINK GIBSON , terminate this Agreement, should —

9.1.1 LINK GIBSON fail to remedy a failure in the performance of its obligations hereunder, within ten (10) business days of receipt of such notice, or within such further period as the Municipality may approve, in writing;

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TI AND NICKI MINAJ AGREEMENT

IN ORDER

NAME: S. Gibson
LEGAL SERVICE UNIT 11/03/2014
eTHEKWINI MUNICIPALITY

- 9.1.2 LINK GIBSON fail, to comply with any final decision reached as a result of any legal, alternate dispute resolution or arbitration proceedings;
- 9.1.3 LINK GIBSON, in the judgement of the Municipality have engaged in corrupt or fraudulent practices or have misrepresented a material fact to the Municipality inducing it to enter into this agreement;
- 9.1.4. LINK GIBSON commits an act of insolvency or is placed under a provisional or final winding-up or judicial management order or makes an assignment for the benefit of creditors, or fails to satisfy or take steps to have set aside any judgment taken against it within 7 (seven) business days after such judgment has come to its notice.
- 9.2 Should the Municipality terminate the Agreement, pursuant to the provision of sub-clauses 9.1.1, 9.1.2; 9.1.3; 9.1.4 the Municipality it shall not make any contribution and/or withdraw the funding and/or demand the refund in full or part of the funding that has been paid to the Durban Botanic Gardens and/or Moses Mabhida Stadium from LINK GIBSON.
- 9.3 In addition to clause 9.2 above the Municipality reserves the right to refuse LINK GIBSON its Members, Shareholders; subsidiaries future funding, in the event of a breach of the terms and conditions of this agreement.

10. Breach of agreement

- 10.1 Apart from the remedies that the Municipality has in Clause 9 above, the Municipality reserved the rights to enforce specific performance or claim any damages it may suffer as a result of such breach .

11. Dispute Resolution

Any disagreement or dispute arising between the Parties with regard to implementation, application, interpretation or breach of this Agreement shall be settled as follows:

- 11.1 A disagreement or dispute must be initiated in writing.
- 11.2 The Parties must initially make all reasonable efforts to settle any such difference or dispute through consultation and negotiation.
- 11.3 Should either party allege that there has been any non-compliance by the other party in respect of any of the material terms and conditions of this agreement, the representatives of the parties must first attempt to resolve the matter amicably;
- 11.4 Should settlement not be achieved in terms of clause 11.3 above, the party alleging non-compliance with this agreement shall, in writing, advise the other party of its non-compliance;

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TI AND NICKI MINAJ AGREEMENT

IN ORDER

NAME: *S. Ewer*
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

- 11.5 The party against whom material non-compliance is alleged must respond to the written allegation of the other party within 7 (seven) days of receiving written notification of non-compliance from the other party and:-
- (a) undertake to act in good faith and reasonably to comply with the terms of this agreement; and
 - (b) warrant that they shall not do anything or shall refrain from doing anything that might prejudice or detract from the rights or obligations of each other.
- 11.6 The Parties should convene a meeting within 10 calendar days after the date of the correspondence referred to in paragraph 11.5 above has been received by the particular party.
- 11.7 At the aforesaid meeting, the parties shall attempt to reach agreement in relation to whether or not any party has failed to comply with any of the material terms and conditions of this agreement.
- 11.8 If the parties fail to reach any agreement the dispute shall be referred to a single arbitrator agreed on by the parties and whose decisions shall be final.
- 11.9 If the parties cannot agree on a nomination of who the arbitrator shall be, the following criteria shall be used for the following disputes:
- 11.9.1 For a legal matter, a Senior Advocate of the local Bar who has been in practice for not less than FIFTEEN (15) years and who shall be nominated by the President, for the time being, of the local Bar Association;
 - 11.9.2 For an accounting matter, an independent chartered accountant who has been in practice for not less than FIFTEEN (15) years and who shall be nominated by the Chairman, for the time being, of the local Society of Chartered Accountants.
- 11.10 The Arbitrator shall be entitled:
- 11.10.1 To interview and question under oath any of the members;
 - 11.10.2 To decide the dispute according to what he considers just and equitable in the circumstances;
 - 11.10.3 To investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for the purpose shall have the widest powers of investigating all the books and records of members of any party to the dispute and have the right to take copies and make extract there from and the right to have them produced or delivered at any reasonable place required by him for the aforesaid purposes

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TI AND NICKI MINAJ AGREEMENT

IN ORDER
NAME: S. Gwendol
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

11.10.4 To make such award, including an award for specific performance, an interdict, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate;

11.11 The arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within thirty (30) days after it has been so demanded. The period of 30 days can be extended by written consent of the parties.

11.12 Immediately after the arbitrator has been agreed upon or nominated in terms of clause 11.10, any of the parties to the dispute shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to set the procedure and manner in which the arbitration proceedings will be held.

11.13 Any award that may be made by the arbitrator shall be final and binding on all parties and will be carried into effect.

11.14 Such arbitration proceedings shall be conducted informally and as inexpensive and expeditiously as possible wherever the arbitrator may consider shall suit the balance of convenience under the circumstances.

11.15 Each Party consents, in terms of Section 45 of the Magistrates' Court Act No. 32 of 1944, to the jurisdiction of the Magistrates' Court in respect of any proceedings on this Agreement.

12. Duration and Termination

This Agreement shall be effective from the date of last signature hereof and terminate upon receipt and payment after acceptance of the close out report as indicated in clause 5.2.2.

13. Good faith and reasonableness

13.1 In their dealings with each other for purposes of the Agreement, the Parties –

- (a) undertake to act in good faith and reasonably;
- (b) warrant that they shall not do anything or shall refrain from doing something that might cause prejudice or detract from the rights or obligations of each other.

13.2 This Agreement does not in any way limit any statutory powers and functions of the Parties.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *Severel*
NAME: *S. Savender*
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

14. Force majeure

- 14.1 For the purposes of this Agreement, "Event of Force Majeure" means, in relation to a Party, any circumstances beyond the reasonable control of that Party which could not by reasonable diligence have been avoided by such Party. Without prejudice to the generality of the foregoing, the following shall be regarded as circumstances beyond a Party's reasonable control
- 14.1.1 natural disaster, explosion, flood, tempest, fire or accident;
 - 14.1.2 war or threat of war, acts of terrorism, sabotage, insurrection, civil disturbance or requisition;
 - 14.1.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 14.1.4 import or export regulations or embargoes;
 - 14.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Party in question or of a third party); or
- 14.2 If a Party is affected by an Event of Force Majeure which affects or may affect the performance of any of that Party's obligations under this Agreement, then that Party shall promptly notify the other Parties of the nature and extent of the Event of Force Majeure and affect on that Party's performance of its obligations hereunder.
- 14.3 None of the Parties shall be deemed to be in breach of this Agreement, or otherwise be liable to the other parties, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Event of Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly, provided always that the Party which is affected by the Event of Force Majeure shall use all its reasonable endeavours to minimise the effects of the Force Majeure event upon the performance of its obligations under this Agreement and to resume normal performance as soon as possible.
- 14.4 If the performance by any Party of any of its obligations under this Agreement is affected by an Force Majeure event for a continuous period in excess of thirty (30) calendar days, the Parties shall enter into a bona fide discussions with a view to alleviating the effects of the Event of Force Majeure, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances. If such Party's performance is so affected for a continuous period in excess of thirty (30) calendar days the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *Revised*
NAME: *S. S. S. S.*
LEGAL SERVICE UNIT 11/03/2016
eTHEKWINI MUNICIPALITY

15. Confidentiality

- 15.1 The Parties each agree that they shall, and shall use their best endeavors to procure that their Affiliates, officers, employees, directors, legal advisors and financial advisors shall, keep confidential the terms and conditions of this Agreement and shall not disclose any of its terms and conditions to anyone at all without the prior written consent of the other Party save pursuant to a legal obligation involuntarily incurred or arising which has been notified promptly before compliance to the other Party and which that other Party has been given reasonable opportunity to resist. The provisions of this clause shall however not apply to any information which either Party is under a statutory obligation to disclose or such information as has been procured by either Party outside the ambit and purview of the relationship created under this Agreement.
- 15.2 Neither Party shall issue any press releases or make any public announcements relating to the terms and conditions of this Agreement without the prior written consent of the other Party.
- 15.3 The parties agree that this Clause survives the termination or expiry of this Agreement for at least 24 months from the date of termination or expiry.

16. Addresses

- 16.1 For all purposes relating to this Agreement, the Parties accept the following addresses, and fax numbers, for the delivery of all notices, documents and, in respect of the physical addresses, the service of any legal process:

7 Clifford Court
Corporate Park South
Morningside
Durban
4000

Fax: 0313121020

The Municipality eThekwini Municipality
Business Support, Tourism and Markets Unit
75 Dr. Langalibalele Dube Street
Durban
4001

Fax: (031) 332 6408

- 16.2 Any notice given by one Party to the other Party, which-

16.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium will be deemed to have been received by the addressee at the time of delivery;

J.A.M

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TI AND NICKI MINAJ AGREEMENT

IN ORDER

NAME: S. Gwendol
LEGAL SERVICE UNIT 11/03/2016
BTHEKWINI MUNICIPALITY

16.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile will be deemed to have been received by the addressee on the seventh day after the date of posting; and

16.2.3 is sent by telex or facsimile copier during the normal business hours of the addressee's domicile will be deemed to have been received on the date and time of the successful transmission thereof.

16.3 No representation, either verbal or written, made by either Party during the tenure of this Agreement shall be of any force or effect unless agreed to by both Parties, reduced to writing, and annexed hereto as an addendum.

17. Miscellaneous Legal Provisions

17.1 This is the whole Agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.

17.2 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, arrangements and understandings, whether oral or in writing (except in case of fraud).

17.3 No Party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded herein.

17.4 Any reference to an enactment is to that enactment as amended at the date of signature hereof.

17.5 No Agreement varying, adding to, deleting from or cancelling this Agreement, including this clause, and no waiver of any right under this Agreement shall be effective unless in writing and signed by or on behalf of the parties.

17.6 No relaxation by a party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

17.7 No party may cede, delegate, assign or sub-contract any of its rights or obligations in terms of this Agreement without the prior written consent of the other parties.

17.8 This Agreement shall be governed by and construed according to the law of the Republic of South Africa.

17.9 This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same Agreement.

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TI AND NICKI MINAJ AGREEMENT

IN ORDER *Govender*
NAME: *S Govender*
LEGAL SERVICE UNIT *11/03/2016*
ETHEKWINI MUNICIPALITY

- 17.10 If any provision of this Agreement is, or becomes, invalid or unenforceable, it shall be severable from the rest of the Agreement, which shall continue to be binding on the parties.
- 17.11 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Agreement.
- 17.12 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and *vice versa* and words signifying natural persons will include artificial persons and *vice versa*.
- 17.13 Whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or South African public holiday in which case the last day will be the next succeeding business day.
- 17.14 The contra-preferentem rule shall not be applicable in the interpretation of this contract. The rule means that the document is interpreted in favour of the party not represented for the drafting of the contract

Signed at *Durban* on this the *15* day of *MARCH* 2016

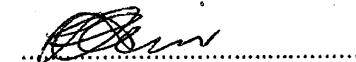


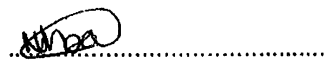
FOR LINK GIBSON NGE LOGISTICS CC
who hereby affirms that she is duly
authorised to sign this Agreement on its behalf
Full names: Mrs. Slungile Adelaide Msomi
Designation: Managing Member

AS WITNESSES

1. *Lungile Khungile*
NAME

2. *NOMFUNDO MSOMI*
NAME


SIGNATURE


SIGNATURE

S.A.M

wawu

TI AND NICKI MINAJ AGREEMENT

IN ORDER *Govens*
NAME *Govens*
LEGAL SERVICE UNIT *11/13/2016*
THE KWINI MUNICIPALITY

Signed at *Durban* on this the *15* day of *MARCH* 2016

[Signature]

For: the Municipality who hereby affirms that he is duly authorised to sign this Agreement on its behalf
Full names: Mr Sibusiso Sithole
Designation: City Manager

AS WITNESSES

1. *Phillip Sithole*

NAME

[Signature]

SIGNATURE

2. *Wicile Mntoyiso*

NAME

[Signature]

SIGNATURE