

**BUSINESS &
PROPERTY
BROKERS**
Always Professional, Always confidential, Always discreet.



PO Box 919 Somerset West 7129
Telephone (021) 855-0840
Facsimile: (021) 855-3219
Cellular phone 083 379 6909
Email: abbanis@iafrica.com
URL: <http://www.abbanis.com>

MANDATE TO SELL THE BUSINESS / PREMISE RESORTING UNDER THE

PREMISE:- NAME		SITUATED AT:-		ERF NO:-	
RESORT UNDER LEGAL ENTITY:-				REG.NO:-	
ASKING PRICE FOR BENEFIT OF THE SELLER:-				R	For Seller
COMMISSION:-		%	plus VAT	R	plus VAT
BUSINESS:- RESORT UNDER LEGAL ENTITY				REG. NO:-	
AND TRADING AS:-					
ASKING PRICE FOR BENEFIT OF THE SELLER:-	Inclusive	Exclusive	of Stock to approx. value of R		
	Inclusive	Exclusive	of Debtors to approx. value of R	R	For Seller
	Inclusive	Exclusive	of Creditors to approx. value of R		
COMMISSION:-		%	plus VAT	R	plus VAT
TOTAL ASKING PRICE:-				R	Zero rated
Franchise fee (if applicable) who pays this:-		Buyer / Seller	Approximate Value	R	plus VAT
Mandate type	Open	Sole and Exclusive	Duration	From signature date for	months

Mandate Definition:- Open Mandate means that the Seller, Broker and other Broker's could sell the business, and a Sole and Exclusive Mandate, that is, a mandate precluding all others except the Broker or duly Authorised Representative of the Broker from selling the Business.

1). I/We (hereinafter collectively referred to as the "Owner") represent that Owner are the true and legal Owner of the above Business and have the express authorisation to enter all contracts on behalf of the true Owner to affect the sale of the above Business and hereby employ Abbanis Business Brokers (hereinafter collectively referred to as the "Broker") to offer for sale the above Business at the Terms, Price and Period detailed in this Mandate. The Broker hereby accepts employment and agree to use it's best efforts in the Broker's ordinary course of business to offer for sale and to procure a ready and willing and able purchaser for the Business described above. The Owner agrees to pay the Broker the full Commission as detailed above, plus (VAT), if the Broker procures a Purchaser, ready, willing and able to purchase the above Business at the Asking Price in the Mandate, or any other offer acceptable by the Owner. Commission will be due and payable when the Suspensive Conditions pertaining to a Sales Agreement have been fulfilled or on the Effective Date whichever is the soonest.

2). Owner also agree that Owner will become liable for payment of the Brokers full fee, immediately, if any of the following occur; (a) Owner fails or refuses to complete a sale, trade or the disposition of all or any part of the above Business after entering into a written agreement to do so; or (b) Owner sells, trades or otherwise disposes of all or part of the above Business within one year after the expiry or termination of this Mandate to any Person, Firm or Entity referred to the Business by Broker; or (c) Owner closes or reduce the scope of the business or withdraws the above Business from sale, or purports to terminate this Agreement prior to the expiration of the Mandate period; or (d) Owner impede or prevent, in any way the performance of this Mandate or impede or prevent the Broker from executing its duties in terms of this mandate.

3). The Owner hereby acknowledge that it is part of its duties in terms of this mandate to supply the Broker with all the information so detailed in this mandate within a reasonable period of time so that the Brokers is empowered in terms of this mandate. The Broker will produce a business presentation reflecting the financial and operational details pertaining to the business and thereafter expose the business to prospective buyers via the media or to the Brokers existing customer base. The Broker hereby undertakes not to divulge any of the information pertaining to the Business to prospective Buyers unless it is performed via a confidentiality undertaking.

4). The Owner agree that this authority and Mandate is irrevocable, unless this is a Open Mandate and the Business is sold by other Broker/s authorised in terms of an Open Mandate during the above Mandate Period.

5). The Owner authorised the Broker to advertise the above business; and to sub-contract its rights and benefits in terms of this Mandate to any other Broker appointed by him on a share fee basis. Owner acknowledge that the practical and legal implications of this Mandate, and the marketing obligations of the Mandate holder, have been explained to the Owner and are fully acceptable to Owner.

6). If any difference or dispute shall at any time arise in regard to the interpretation of this agreement, the respective rights and obligations of the parties hereto or the performance or non-performance of any such obligations or any matter arising there from or incidental thereto or any matter shall be referred to Arbitration in accordance with the following provisions:

6.1). The arbitration proceedings shall be held on an informal basis, it being the intention that a decision be reached as expeditiously as possible subject only to the due observance of the principles of justice. If the arbitrator in his discretion deems it fit, each party to the dispute shall be entitled to be represented at such arbitration proceedings by his legal representative and / or any other expert or specialist retained by him/her. The arbitrator shall permit each party to adduce such evidence and argument as the arbitrator may consider to be relevant to the matter in dispute;

6.2). The arbitrator shall be a person having an appropriate knowledge as may be agreed upon between the parties, and failing agreement as may be nominated by the President for the time being of the Law Society of the Cape of Good Hope or of the Cape Bar Council and the decision of the arbitrator shall be final and binding upon all the parties and capable of being made an Order of Court on application by any of them;

7). The Owner represent and warrant that the under-mentioned constitute all of the Owners / Partners / Shareholders of the above Business listed herein and hereby personally guarantee performance of this Agreement. The person signing this Agreement on behalf of the Owner binds himself to the Broker as surety for and as co-principal debtor with the Owner for the due performance by the Owner of all the obligations of the Owner in respect of this document and also renounces the benefits of excussion, division and cession of action, the full meaning and effect whereof Owner know and understands. The Owner have carefully read this Agreement and fully understand it, and hereby agree to the above terms and provisions of the Mandate and if applicable Addendum/s hereto, and hereby acknowledge receipt of a copy of this Agreement and any Addendums.

This agreement constitutes and contains all the terms and conditions of the Agreement and the entire understanding between the Owner and the Broker and no variation shall be of any force or effect unless it is contained in a written document and signed by the parties. Any verbal or written agreements that were made before are not a part of this agreement.

DULY AUTHORISED OWNER/S OR REPRESENTATIVE/S FULL NAME/S	IDENTITY NUMBER	SIGNATURE	SIGNATURE DATE
EMPLOYMENT ACCEPTED BY ABBANIS BUSINESS BROKERS	IDENTITY NUMBER	SIGNATURE	SIGNATURE DATE
PIETER DE LA REY KRUGER	5207085011084		