
**SUBSCRIPTION AGREEMENT CONCLUDED BETWEEN THE
PARTIES REFERRED TO IN CLAUSE 1.4 HEREUNDER**

1 **DEFINITIONS**

In this AGREEMENT, the following words and phrases shall have the meanings assigned to them, respectively, unless inconsistent with the context in which they are used :-

1.1 _____ shall mean _____

1.2 **CPP** shall mean **CHERRY PLANET PROPERTIES (PTY) LTD**, a company duly incorporated with limited liability in accordance with the Company Laws of the Republic of South Africa, Registration Number 2010/004695/07

1.3 **SCIOFIN** shall mean **SCIOFIN (PTY) LTD**, a company duly registered and incorporated with limited liability in accordance with the Company Laws of the Republic of South Africa, Registration Number

1.4 **PARTIES** shall mean :-

1.4.1 _____

1.4.2 **CCP**; and

1.4.3 **SCIOFIN**

1.5 **AGREEMENT**

shall mean the AGREEMENT as contained herein and shall include any amendment affected in accordance with the terms of this AGREEMENT, and shall include any annexures and/or schedules attached to the AGREEMENT or any amendment thereto;

1.6 **THE PAYMENT DATE**

shall mean the date that the _____ will effect payment of the **SUBSCRIPTION AMOUNT** as set out in par 4 hereunder.

1.7 **REVERSE LISTING**

shall mean the transfer of 100 % of the issued shares of the **CPP** and its assets (inclusive of all its subsidiaries) into the publically listed entity being **DECILLION** ;

1.8. **LISTED SHARE VALUE**

shall mean the value of the ordinary shares in the DECILLION, calculated at the price at which the public subscribe to the shares, in terms of the public offer on date of finalizing all the listing requirements

1.9.. **DECILLION**

shall mean Decillion Limited Reg. No: 1998/011692/06, represented by Jakobus van den Berg, in his capacity as director, of Nicol Grove Office Park, Cnr William Nicol & Leslie Ave East, Fourways, Sandton
Email:kobus@cherryplanet.co.za , Tel No: 0833667348

1.10 **“LISTING DATE”**

shall mean the date that the shares in DECILLION will be offered to the public after the event in clause 1.7. has been concluded.

1.11 DISPUTE

shall mean any dispute, argument, or quarrel of any nature whatsoever between two or more or all of the **PARTIES** in relation to, or in connection with, their rights and obligations in terms of this **AGREEMENT**, or any rights or obligations they have consequent upon its termination, or the interpretation of any provision contained in this **AGREEMENT**;

1.12 INDEMNITY AND/OR INDEMNIFY

shall mean and include to hold free and harmless, in respect of any claim of any nature whatsoever arising against the person indemnified, by any third party, whether to pay monies or to perform any act, matter or thing;

1.13 SIGNATURE DATE

shall mean the date of signature of this **AGREEMENT** by the last party signing;

1.14 OPTION PERIOD

shall mean a period of 4 (FOUR) months commencing on the **SIGNATURE DATE**.

1.15 SUBSCRIPTION AMOUNT

shall mean R 0,60(FIFTY CENTS)

1.16 BUYBACK AMOUNT

shall mean R 0,65 (SIXTY FIVE CENTS)

1.17 SUBSCRIBED SHARES

shall mean (_____)ordinary shares in CPP

2 **PREAMBLE AND BACKGROUND**

2.1 WHEREAS :-

2.1.1 **CPP** is a property development company that has acquired various development properties,

2.1.2 AND WHEREAS **CPP** is on the verge of selling its shares to **DECILLION** as part of a reverse listing on the JSE .

2.2 AND WHEREAS _____ has is willing and able to subscribe to the ordinary shares in **CPP** , pending the **REVERSE LISTING**, where after _____ will hold shares in the **DECILLION**

2.3 AND WHEREAS the **PARTIES** have agreed that SCIOFIN will extend to INNOTYPE an option whit the effect that , should the REVERSE LISTING not take place , or should the shares not attain an acceptable value, then _____ will be entitled to put the shares on SCIOFIN, at an agreed value and Sciofin will be obliged to buy same at this value.

2.4 AND WHEREAS this AGREEMENT intends to regulate the above interaction.

Now therefore the **PARTIES** agree as follows :

3 **EFFECT AND DURATION**

This **AGREEMENT** shall commence on the **SIGNATURE DATE** and endure, subject to the provisions of this **AGREEMENT** for the **OPTION PERIOD** or for such longer period as may be agreed in writing between the **PARTIES**.

4 **SUBSCRIPTION BY INNOTYPE**

4.1 _____ hereby undertakes to subscribe to _____ (_____) ordinary shares in **CPP** at the SUBSCRIPTION AMOUNT.

4.2 _____ shall effect payment of the amount of R_____ (_____) _____RAND) on date of signature of this **AGREEMENT** , into the banking account of **CPP**

5 **ISSUE OF SHARES**

On the **PAYMENT DATE** , **CPP** shall attend to :

5.1 The issue of a share transfer form ,made out to _____ ;

5.2 . The issue of Share certificates to _____;

6 **PUT OPTION ON SCIOFIN**

- 6.1 The **PARTIES** expect the **REVERSE LISTING** to take place on or before the 31 st of October 2010;
- 6.2 In the event that this does not take place within the **OPTION PERIOD** or in the event that the **LISTED SHARE VALUE** is less than the **SUBSCRIPTION AMOUNT**, then _____ may exercise its option to put the **SUBSCRIBED SHARES** on **SCIOFIN** at the **BUYBACK AMOUNT**.
- 6.3 **SCIOFIN** shall effect payment of the **BUYBACK AMOUNT**, within 30 days from the date when _____ gave notice to **SCIOFIN** and **CPP** , in writing, such notice to conform with the stipulations set out in par.10
- 6.4 In this event , _____ shall :
- 6.4.1. The issue of a share transfer form, made out to **SCIOFIN** ;
- 6.4.2 The issue of Share certificates to **SCIOFIN**;

7 **REPRESENTATION AND WARRANTY**

Each party represents and warrants that it has the authority necessary to enter into this **AGREEMENT** and to do all things necessary to procure the fulfilment of its obligations in terms of this **AGREEMENT**.

8 **BREACH BY THE PARTIES**

- 8.1 Save as may be provided to the contrary in this **AGREEMENT**, should any party ("*the DEFAULTING PARTY*") commit a breach of any of the provisions of this **AGREEMENT**, then the **AGGRIEVED PARTY** may give 7 (*Seven*) days written notice to remedy the breach where after the **AGGRIEVED PARTY** may make an election or to take any steps consequent upon such breach.
- 8.2 If the **DEFAULTING PARTY** fails to timeously remedy the breach, the **AGGRIEVED PARTY** shall be entitled to make such election, take such steps and institute such

proceedings (*subject, however, to mediation and arbitration where and if applicable*) as are permitted at law.

8.2.1 No remedy conferred by any of the provisions of this **AGREEMENT** is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise, and each and every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise.

8.2.2 The election of any party to pursue one or more such remedy shall not constitute a waiver by such party of the right to pursue any other available remedy.

8.3 Notwithstanding any matter referred to above (*and the preceding clause in particular*), no party may cancel this **AGREEMENT** in any circumstances whatsoever; the **AGGRIEVED PARTY'S** remedies shall be limited to all that is available at law (including damages) but not cancellation.

9 **ALTERNATE DISPUTE RESOLUTION**

9.1 **Without prejudice meeting**

In the event of a dispute, the **PARTIES** agree that they shall immediately meet on an informal and without prejudice basis, with a view to exploring a possible resolution of the **dispute**. A meeting of the sort contemplated herein shall occur within 3 (*Three*) days of any one of the **PARTIES** addressing a written communication to any other party identifying (*in broad outline*) the **dispute**. All meetings shall occur at a neutral venue.

9.2 **Non-Binding Mediation**

9.2.1 In the event that the **PARTIES** are not able to resolve the dispute within 5 (*Five*) days of same being declared (*or within any extended period*) then and in such event the **PARTIES** shall submit the dispute to non-binding mediation.

9.2.2 In this regard the **PARTIES** shall, by **AGREEMENT**, nominate a mediator who shall not have any right or entitlement to issue an award and/or decision which is binding on the **PARTIES**.

9.2.3 In the event the **PARTIES** cannot reach **AGREEMENT** on the identity of the mediator, then and in such event the chairman of the Pretoria Bar Council shall nominate the mediator.

9.3 **Arbitration**

9.3.1 Should the **dispute** not be resolved via non-binding mediation within 21 (*Twenty One*) days of either party calling for the mediation, the dispute shall be resolved by way of arbitration.

9.3.2 In this regard the **dispute** shall be governed by the Rules of the Arbitration Foundation of Southern Africa ("*AFSA*"), save that the arbitration shall proceed urgently in accordance with **AFSA's** fast track rules.

9.3.3 The arbitrator's decision shall not be final but shall be subject to the appeal procedures in the **AFSA** Rules. Should the **PARTIES** fail to timeously avail themselves of the appeal procedures within the timeframes stipulated in the **AFSA** Rules, then the arbitrator's decision shall become final and binding on the **PARTIES**.

9.4 **Costs**

9.4.1 Each party shall bear their own costs of the "*without prejudice*" meeting (*clause 10.1*) and the non-binding mediation (*clause 10.2*) but shall be jointly and equally liable for the costs of the mediator irrespective as to the outcome of such mediation.

9.4.2 The costs of the arbitration shall be determined by the arbitrator.

9.5 **Overriding provisions**

9.5.1 The inclusion in this **AGREEMENT** of the alternate dispute resolution processes ("*ADR processes*") provided for in this clause shall not preclude any party from applying to Court for an interdict, a mandamus or relief of any other similar nature, provided however that the launching of an application shall not suspend or interfere with any of the **ADR processes** referred to herein.

- 9.5.2 The **ADR processes** shall be held in private, in the English language and all proceedings shall be kept confidential by the **PARTIES**.
- 9.5.3 In the absence of a written and signed AGREEMENT to the contrary, the mediation or arbitration shall be held in Pretoria, Gauteng Province.
- 9.5.4 The provisions of the **ADR** processes shall be binding upon the **PARTIES'** successors in title, assignees, trustees, executors and liquidators.
- 9.5.5 This clause shall survive the **AGREEMENT'S** termination in all and any circumstances.

10 **DOMICILIUM CITANDI ET EXECUTANDI**

- 10.1 The **PARTIES** hereto choose as their *domicilium citandi et executandi* for all purposes under this **AGREEMENT** including, but not limited to the delivery of letters or documents instituting actions or applications, the below mentioned addresses :-

CPP: Address: Nicol Grove Office Park, Cnr William Nicol & Leslie Ave
East, Fourways, Sandton
Email: kobus@cherryplanet.co.za

INNOTYPE :Address:

SCIOFIN :Address: As CPP

- 10.2 Each party shall be entitled to vary their *domicilium* provided -
- 10.2.1 notice as envisaged in this **AGREEMENT** is given to the other party;
and
- 10.2.2 such changed *domicilium* will only become effective once such notice has actually been received by the other party; and
- 10.2.3 such changed *domicilium* shall be within the municipal areas of Johannesburg, Randburg or Sandton; and
- 10.2.4 shall not be a *poste restante* nor a plot number, but must be an easily ascertainable address.

11 **GENERAL**

11.1 **Whole AGREEMENT**

This **AGREEMENT** contains the entire **AGREEMENT** between the **PARTIES** in regard to what is contained or referred to in this **AGREEMENT**

11.2 **Prior Arrangements, AGREEMENTs, Understandings**

This **AGREEMENT** is intended to cancel any prior arrangements, **AGREEMENTS** or understandings of any nature whatsoever that may exist between one or more or all of the **PARTIES** in regard to any aspect, matter or thing referred to herein.

11.3 **Notice**

Any notice in terms of this **AGREEMENT** shall be in writing.

11.4 **Indulgence, Waiver or Abandonment**

No indulgence, waiver or relaxation by either party shall constitute a waiver nor an abandonment of any right the other **PARTIES** may have consequent upon any party's breach.

11.5 **Amendment or cancellation**

Any **AGREEMENT** to amend the terms hereof, or the cancellation hereof by mutual consent, shall be of no force or effect unless reduced to writing and signed by all the **PARTIES**.

INNOTYPE PUT

THUS DONE AND SIGNED by the PARTIES at the place and on the dates reflected beneath their signatures.

AS WITNESSES :

1 _____

SCIOFIN

A Director who warrants his authority

DATE:

PLACE:

AS WITNESSES :

1 _____

CPP

A Director who warrants his authority

DATE:

PLACE:

AS WITNESSES :

1 _____

Who warrants his authority

DATE:

PLACE: