

INTERNATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (hereinafter referred to as the "**Agreement**") is made this the day of _____, 2006, by and between **TURNAROUND MANAGEMENT ASSOCIATION**, a(n) Illinois not-for-profit corporation (hereafter referred to as "**TMA**"), and **TURNAROUND MANAGEMENT ASSOCIATION-Southern Africa**, a South African not-for-profit entity (hereafter referred to as "**TMA-SOUTHERN AFRICA**").

WHEREAS TMA is organized to serve the needs and interests of business professionals engaged in the specialized field of turnaround management; and

WHEREAS TMA-SOUTHERN AFRICA is a not-for-profit entity organized to serve the needs and interests of business professionals engaged in the specialized field of turnaround management in the Southern Africa and desires to have the recognition of the name Turnaround Management Association and the use of the acronym "**TMA-SOUTHERN AFRICA**"; and

WHEREAS From time to time there are needs and interests in the turnaround profession which may best be served by a organization organized on an international basis; and

WHEREAS TMA supports the efforts of TMA-SOUTHERN AFRICA to serve the needs and interests of the turnaround management profession in the area to be served by TMA-SOUTHERN AFRICA, and TMA-SOUTHERN AFRICA desires to become formally affiliated with the TMA;

WHEREAS TMA-SOUTHERN AFRICA meets the qualifications prescribed by the TMA Board of Directors for affiliation with the TMA as listed in Attachment A hereto; and

NOW THEREFORE In consideration of the foregoing and of the mutual promises and agreements hereafter set forth, TMA and TMA-SOUTHERN AFRICA hereby agree as follows:

1. Terms of Affiliation

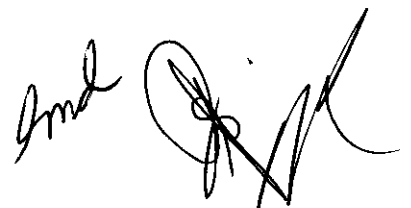
- A. During the term of this Agreement, TMA hereby grants to TMA-SOUTHERN AFRICA, and TMA-SOUTHERN AFRICA accepts, the exclusive right to be affiliated with TMA in the areas of South Africa, Swaziland, Lesotho, Namibia, Angola, Botswana, Zimbabwe and Mozambique, (the "Area") and to be known as the affiliate of TMA in the Area. Such right shall not extend outside of the Area. The initial term of this Agreement shall be one year and may be renewed in accordance with the terms of this Agreement.

- B. TMA-SOUTHERN AFRICA shall identify itself in all written communications with the phase "an International Affiliate of the Turnaround Management Association."
- C. TMA shall not grant an affiliation to any other organization in the Area without the express consent of TMA-SOUTHERN AFRICA.
- D. TMA and TMA-SOUTHERN AFRICA expressly acknowledge and agree that TMA and TMA-SOUTHERN AFRICA are, and intend to remain, separate legal entities under separate national laws, and as such are obliged to observe their respective national laws and regulations. Neither TMA nor TMA-SOUTHERN AFRICA has the authority to incur any liability, obligation or expense on behalf of the other. The conduct of TMA-SOUTHERN AFRICA and its members and any other obligations of TMA-SOUTHERN AFRICA are solely those of TMA-SOUTHERN AFRICA, and not of TMA.
- E. TMA-SOUTHERN AFRICA may adopt its own formation and governance documents to provide for the administration and regulation of its internal affairs, provided, that TMA-SOUTHERN AFRICA shall, at all times, be a not-for-profit entity, or such comparable entity as may be organized under the applicable laws of the Area. For the convenience of TMA-SOUTHERN AFRICA, TMA has provided illustrative model bylaws for affiliate governance, which are attached hereto as Attachment B. TMA-SOUTHERN AFRICA acknowledges and agrees that these model bylaws are for purposes of reference only and may not be adequate or permissible under the laws of the Area.
- F. TMA-SOUTHERN AFRICA will not make any representations regarding policies or positions of TMA except in conformance with published policy statements duly adopted by the TMA. TMA-SOUTHERN AFRICA officials may only speak and act on behalf of TMA-SOUTHERN AFRICA, and acknowledge they may not speak or act on behalf of TMA. The parties shall mutually counsel each other regarding their respective representations to be made concerning governmental, regulatory, code and standards issues in their geographic regions insofar as such representations may be of interest to, affect or relate to each other.
- H. TMA-SOUTHERN AFRICA shall adhere to the business regulatory requirements of the Area and shall consistently conduct its affairs in compliance with all laws, codes, rules, regulations and statutes.
- I. TMA-SOUTHERN AFRICA shall pay TMA an initial affiliation fee, a renewal fee and an annual per member fee established by TMA for all international affiliates. The renewal fee and annual per member fee will be reviewed and set annually by the TMA Board of Directors. The annual per member fees are due quarterly to TMA. The initial affiliation fee and all renewal fees may be paid annually or in quarterly installments by TMA-SOUTHERN AFRICA.

- J. As a condition of this Agreement, and as a prerequisite to renewal, TMA-SOUTHERN AFRICA shall provide TMA copies of TMA-SOUTHERN AFRICA formation and governance documents; an annual listing of officers and directors; a year-end financial report; a list of members, including members who did not renew for each year and a summary of activities and events for the preceding calendar year and planned activities for the upcoming calendar year. This information shall be made available to TMA in English no later than 30 days following the end of each calendar year. The TMA Board of Directors shall have the authority renew this Agreement for up to three years for each renewal request. If renewal is authorized, an annual renewal fee, in an amount determined by the TMA Board of Directors, must be paid for each calendar year in accordance with the license fee payment requirements described in subparagraph I above. TMA may also request minutes of the meetings of TMA-SOUTHERN AFRICA's Board of Directors or other governing body, which request shall not be unreasonably denied. The list of activities and events shall be furnished to TMA as it is updated in order to enable TMA to promote such activities and events to the general TMA membership.
- K. TMA-SOUTHERN AFRICA shall provide TMA member roster information including members' names, business addresses and titles, telephone and e-mail information, quarterly. Members shall be entitled to consent to receive information including services, products and notices of conferences of TMA and TMA-SOUTHERN AFRICA by electronic means, and may elect to be listed in TMA's electronic membership directory. Members shall be entitled to purchase a copy of TMA's electronic directory at the then price set by TMA.
- L. All TMA-SOUTHERN AFRICA members shall be required to abide by the TMA Code of Ethics, a copy of which is attached hereto as Attachment D.
- M. All actions of TMA-SOUTHERN AFRICA shall be in compliance with the TMA mission statement, a copy of which is attached hereto as Attachment E.

2. **Rights of TMA-SOUTHERN AFRICA**

- A. During the term of this Agreement, TMA-SOUTHERN AFRICA shall be entitled to use on a nonexclusive, limited basis the name Turnaround Management Association-SOUTHERN AFRICA in connection with its activities in the Area, and to receive a license to utilize certain intellectual property of TMA as may be required by TMA-SOUTHERN AFRICA, and as agreed to by TMA in its sole discretion. TMA-SOUTHERN AFRICA shall report to TMA any activities or actions of third parties which impair, infringe, interfere or inappropriately utilize any of the intellectual property owned by either TMA or TMA-SOUTHERN AFRICA. In such event, the parties shall endeavor, in good faith, to agree upon an appropriate course of action for enforcement of each party's rights in such intellectual property.

Handwritten signatures in black ink, appearing to be initials and a full name, located at the bottom right of the page.

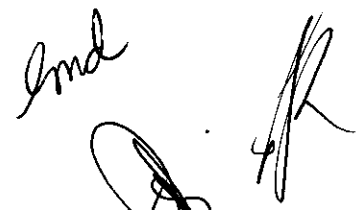
- B. Each party shall be responsible for such translations and translation services as that party deems necessary or useful, including translation services at all TMA conferences and events.
- C. TMA-SOUTHERN AFRICA may adopt a membership dues or fee rate and structure to accommodate the particular revenue requirements of TMA-SOUTHERN AFRICA. TMA-SOUTHERN AFRICA shall retain the right to raise other funds in the Area through special solicitations or other fund-raising endeavors consistent with good business practices.
- D. The current chief elected officer of TMA-SOUTHERN AFRICA shall have a one-year term as a voting Director on the TMA International Board of Directors. The name of each such current chief elected office shall be provided by TMA-SOUTHERN AFRICA to TMA not later than January 30 of each calendar year.
- E. TMA-SOUTHERN AFRICA members shall be entitled to TMA member pricing on all TMA events, subject to the conditions of 2.B above.
- F. TMA-SOUTHERN AFRICA shall receive the TMA Electronic International Newsletter, subject to the conditions of 2.B. above.
- G. TMA-SOUTHERN AFRICA and its members shall be entitled to the benefits listed on Attachment C.

3. Regional Events

- A. TMA-SOUTHERN AFRICA may conduct regional conferences, symposiums and other events within the Area. Such events should be identified as being affiliated with TMA-SOUTHERN AFRICA and shall be open for attendance to all TMA members at TMA-SOUTHERN AFRICA member prices, subject to the payment of event fees.
- B. All of the income and expenses of such events shall accrue to TMA-SOUTHERN AFRICA unless other specific arrangements are made between TMA-SOUTHERN AFRICA and TMA in return for services or materials from TMA.

4. Other Provisions

- A. All notices and demands of any kind or nature that either Party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, in English and may be served personally, by e-mail, by telecopier, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:



If to TMA:

Turnaround Management Association
Attn: Executive Director
100 South Wacker Drive, Suite 850
Chicago, Illinois 60606 USA
Email: dwest@turnaround.org

If to TMA-SOUTHERN AFRICA:

Nomalizo Langa-Royds
Director
Nthake Consultants CC
PO Box 3852 cramerview 2060
Johannesburg 2060 ZAF
1-(271) 170-68150
1-(271) 146-30891 fax
ntombil@yebo.co.za

- B. **Choice of Law; Consent to Jurisdiction.** This Agreement is governed by the internal laws of the State of Illinois, without regard to its conflicts of law provisions. The parties agree that any suit, litigation, court case or other proceeding regarding the interpretation or enforcement of this Agreement shall be conducted only in the state and federal courts located in Chicago, Illinois, and TMA and TMA-SOUTHERN AFRICA hereby consent to the personal jurisdiction of those courts.

5. Termination of Affiliation

- A. This affiliation and all of the rights and obligations created hereunder shall remain in full force and effect through the end of each calendar year. The TMA Board of Directors shall review the compliance and performance of TMA-SOUTHERN AFRICA during the preceding year and decide if the affiliation relationship with TMA-SOUTHERN AFRICA should be renewed in accordance with the renewal terms of this Agreement. The Board of Directors of TMA shall have the authority by a majority vote to revoke this affiliation at any time if TMA-SOUTHERN AFRICA is determined to be in violation of the standards of TMA or in violation of this Agreement. In such circumstances, TMA-SOUTHERN AFRICA shall have the right to be present and to participate in such Board Meeting and shall have all of the rights and privileges as fairness and process shall dictate.
- B. Either party may terminate the Agreement for material breach if not cured within 30 days, or upon 30 days' written notice to the other party or for a longer period as agreed by both parties.

- C. In the event that this affiliation is terminated, the right to use the name Turnaround Management Association; Turnaround Management Association-SOUTHERN AFRICA; and Turnaround Management Association (SOUTHERN AFRICA Affiliate) or any other mention of Turnaround Management Association is also terminated. This name is a property interest of TMA and this Agreement is not intended to give or authorize the use of this name beyond the limits of this Affiliation agreement.
- D. If required by the TMA Board of Directors, TMA-SOUTHERN AFRICA will execute and deposit an agreed License Termination and Agreement for Injunction ("LTIA") with TMA's counsel at the time of execution of this Agreement, which shall be used in the event of Termination under the procedures as set forth in the LTIA. A form of the LTIA is attached hereto as Exhibit F .

IN WITNESS WHEREOF, the parties hereto have caused this International Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

**TURNAROUND MANAGEMENT
ASSOCIATION**

By: Linda M. Delgadillo

Its: Executive Director

Dated: August 7, 2006

**TURNAROUND MANAGEMENT
ASSOCIATION-SOUTHERN
AFRICA**

By: [Signature]

Its: CEO

Dated: 17/05 2006

Janhance W. [Signature]
deputy CEO
17/05/06