

23 TRUSTEES SE BELANG BY TRUST TRANSAKSIES

'n Trustee wat 'n persoonlike belang het by 'n transaksie waartoe die Trust 'n party sal wees of is moet sy persoonlike belang by sodanige transaksie aan sy mede-Trustees openbaar, in welke geval sy mede-Trustees sal bepaal of die betrokke Trustee wat sy belang openbaar het, aan besprekings of stemming in dié verband kan deelneem of nie en indien toestemming wel by sy mede-Trustees tot deelname en/of stemming verkry is sal sy persoonlike belang nie verder ter sprake wees nie.

24 KWARTAALLIKSE INLIGTINGSVERGADERINGS

- 24.1 Die Trustees moet kwartaallikse inligtingsvergaderings hou op 'n tyd en plek soos deur die Trustees vasgestel mag word . Die wyse waarop kennis van hierdie kwartaallikseinligtingsvergaderings gegee sal word sal deur die Trustees bepaal word.
- 24.2 Die doel van die kwartaallikse inligtingsvergaderings sal wees om die Begunstigdes in te lig oor die sake van die Trust en inligting relevant tot die sektore waarin Great Force Investments en Almika opereer en/of handel dryf.
- 24.3 Geen bindende besluite sal op of deur 'n kwartaallikse inligtingsvergadering geneem word nie.

25 ALGEMENE VERGADERING

- 25.1 Algemene Vergaderings (hetsy jaarlikse of Spesiale Algemene Vergaderings) van die Begunstigdes sal van tyd tot tyd en in die mate waarin dit nodig mag wees, gehou word. By sodanige Algemene Vergaderings (hetsy jaarlikse of Spesiale Algemene Vergaderings) sal daar gehandel word met die besigheid van die Trust, insluitend die aanstelling, ontheffing en vervanging van Trustees, die aanstelling van meer trustees, skepping van beleidsriglyne, die gee van advies aan die Trustees en sodanige ander sake, insluitend Spesiale Besigheid, wat nodig mag wees of indien dit regtens vereis word.
- 25.2 Enige Algemene Vergadering en 'n spesiale Algemene Vergadering om Spesiale

Besigheid te oorweeg, sal belê word met ten minste 14 (veertien) dae vooraf skriftelike kennisgewing. Kennisgewing sal geskied ooreenkomstig die bepalings van klousule 28.1.

25.3 Die eerste Algemene Vergadering sal nie later as 6 (ses) maande na die eerste toekenning van die Eenheidsregte gehou word, met dien verstande dat die eerste Trustees geregtig sal wees om in plaas van 'n Algemene Vergadering, te besluit dat die Begunstigdes sulke ander vorms van stem gegun sal word vir die aanstel van die Trustees soos voorsien in klousule 25 billik sou ag, in welke geval alle verwysings na 'n Algemene Vergadering in hierdie klousule geag sal wees om 'n verwysing na sulke ander prosesse *mutatis mutandis*.

26 JAARLIKSE ALGEMENE VERGADERING

26.1 Jaarlikse Algemene Vergaderings sal binne 6 (ses) maande na die einde van elke Finansiële Jaar gehou word. Die besigheid wat op elke algemene jaarvergadering oorweging sal geniet, sal ten minste die volgende items insluit:

26.1.1 die voorlegging en aanvaarding van die jaarlikse verslag van die Trustees;

26.1.2 die goedkeuring van die jaarlikse finansiële state;

26.1.3 die aanstelling van ouditeure;

26.1.4 die verkiesing van Trustees en die bepaling van kworums vir die vergadering van Trustees;

26.1.5 die goedkeuring van enige verdeling van Netto Inkomste soos aanbeveel deur die Trustees;

26.1.6 sodanige ander sake as wat toepaslik mag wees;

26.1.7 nominasie van nuwe Trustees soos aanbeveel deur die Trustees.

27 SPESIALE ALGEMENE VERGADERINGS

- 27.1 'n Spesiale Algemene Vergadering van Begunstigdes sal gehou word te eniger tyd op aanvraag van:
- 27.1.1 die Voorsitter of Adjunk-Voorsitter;
- 27.1.2 enige 2 (twee) ander Trustees; of
- 27.1.3 enige [30 (dertig)] Begunstigdes op voorwaarde dat sodanige aanvraag skriftelik sal geskied.

28 KENNISGEWINGS EN PROSEDURE BY ALGEMENE VERGADERINGS

- 28.1 'n Kennisgewing wat 'n Algemene Vergadering byeenroep sal skriftelik wees en sal gegee word op sodanige wyse as wat die Trustees van tyd tot tyd mag bepaal. Indien die Voorsitter versuim om binne 'n periode van 7 (sewe) dae nadat by aldus versoek is, kennis te gee vir die belê van die verlangde Algemene Vergadering, dan sal die persone wat die belê van 'n Algemene Vergadering versoek, geregtig wees om die nodige kennisgewing te gee om die Algemene Vergadering te belê.
- 28.2 Die voorsitter van die Trustees, (of indien hy afwesig of onbevoeg is om op te tree, dan die adjunk-voorsitter) sal as Voorsitter by enige Algemene Vergadering van die Begunstigdes optree.
- 28.3 Elke Begunstigde sal met die opsteek van hande geregtig wees op 1 (een) stem. Per stembrief, sal elkeen van die Begunstigdes geregtig wees op 1 (een) stem vir elke Eenheid wat deur sodanige Begunstigde gehou word. By enige Algemene Vergadering sal enige besluit beslis word deur die opsteek van hande, tensy 'n stemming per stembrief vereis word deur die Voorsitter of enige Begunstigde.
- 28.4 Indien daar 'n staking van stemme is, sal die Voorsitter nie 'n 2de (tweede) of beslissende stem hê nie.
- 28.5 Die kworum vir die daarstelling van 'n gewone Algemene Vergadering sal nie minder as 50% (vyftig persent) van die Begunstigdes wees wat teenwoordig is in persoon of deur 'n volmag nie, wat wesentlik in ooreenstemming moet wees met die vorm soos

voorgeskrif deur die Trustees.

- 28.6 Die kworum om 'n spesiale Algemene Vergadering daar te stel ter oorweging van enige Spesiale Besigheid, sal nie minder as 66% (ses en sestig persent) van die Begunstigdes wees nie wat teenwoordig is in persoon of deur 'n volmag, wat wesenlik in ooreenstemming moet wees met die vorm soos voorgeskryf deur die Trustees.
- 28.7 Indien die Algemene Vergadering (gewoon of spesiaal) behoorlik belê is maar geen kworum teenwoordig is nie, sal die vergadering verdaag word tot sodanige ander datum wat ten minste 5 (vyf) dae daarna is en wat deur die Trustees bepaal sal word. 'n Tweede geskrewe kennisgewing wat die verdaging boekstaaf, sal gegee word aan alle Begunstigdes op die wyse soos daarin voorgeskryf. By 'n herbelêde Algemene Vergadering, sal die Begunstigdes wat teenwoordig is, 'n kworum daarstel.
- 28.8 'n Besluit van die Algemene Vergadering (gewoon of spesiaal) wat voldoen aan bogenoemde vereistes sal bindend wees ten opsigte van die regte van al die Begunstigdes hierin verleen, hetsy die Begunstigde nie ten gunste van die besluit gestem het nie, of nie by die betrokke vergadering teenwoordig was nie.
- 28.9 By enige gewone Algemene Vergadering sal 'n besluit van die meerderheid van stemme geag word die besluit van die vergadering te wees.
- 28.10 By enige spesiale Algemene Vergadering wat byeen geroep word om Spesiale Besigheid te oorweeg, sal 'n besluit slegs geneem word indien nie minder as 2/3 (tweederdes) van die stemme teenwoordig ten gunste van die besluit gestem het nie.
- 28.11 Die *bona fide* versuim om 'n kennisgewing aan enige persoon te rig, sal nie die verrigtinge van sodanige vergadering ongeldig maak nie.
- 28.12 Enige kennisgewings sal geag word ontvang te gewees het binne 7 (sewe) dae nadat dit aan die Begunstigdes gekommunikeer is op die wyse genoem in klousule 28.1

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29 REKENKUNDIGE REKORDS EN JAARLIKSE FINANSIËLE STATE

- 29.1 Die Trustees sal sorg dra dat daar te alle tye behoorlike rekenkundige rekords en boeke van die Trust gehou word. Finansiële state sal ten minste 1 (een) maal per jaar voorberei word in ooreenstemming met Algemene Aanvaarde Rekenkundige Praktyk sover dit toepaslik is ten opsigte van trusts en sal die finansiële posisie en sake van die Trust duidelik reflekteer. Sodanige rekords en boeke sal geouditeer word deur 'n geregistreerde ouditeur wat vir soverre dit prakties uitvoerbaar is, sal sertifiseer dat die finansiële state opgestel is in ooreenstemming met sodanige rekords en boeke.
- 29.2 'n Afskrif van die geouditeerde jaarlikse finansiële state insluitend die toepaslike ouditeursverslag, sal tot die beskikking van elke Trustee gestel word so spoedig moontlik na sluiting van elke Finansiële Jaar. 'n Afskrif van sodanige state sal op versoek, vry van enige koste, aan elke Begunstigde wie dit mag versoek, voorsien word.

30 HANDTEKENINGE

Alle ooreenkomste, tjeks, promesses en enige ander dokumente wat namens die Trust onderteken moet word, sal onderteken word deur ten minste 2 (twee) Trustees, wie behoorlik daartoe gemagtig is deur 'n toepaslike besluit van die Trustees.

31 REGSAKSIE

Die Trustees sal geregtig wees om regsaksie in te stel of te verdedig.

32 SPESIALE BESIGHEID

- 32.1 Nieteenstaande enige bepalings tot die teendeel vervat in hierdie Trustakte, sal geen besluit van die Trustees wat in verband staan met enige saak wat Spesiale Besigheid is, van enige krag of werking wees nie, tensy dit vooraf goedgekeur word (hetsy in die algemeen of spesifiek) in terme van 'n besluit wat op 'n spesiale Algemene Vergadering formeel goedgekeur is deur die Begunstigdes nie. 'n Besluit geneem op 'n spesiale Algemene Vergadering ten opsigte van die wysiging van die kwalifiserende

Maatstawwe ingevolge klousule 32.2.4, sal slegs geldig wees nadat sodanige besluit skriftelik deur 'n eenparige besluit van al die Trustees bekragtig is.

- 32.2 Enige saak in verband met die volgende transaksies sal geag word Spesiale Besigheid te wees, naamlik:
- 32.2.1 die verkoop, sessie, vervreemding, oordrag of beswaring van enige belang van die Trust in Great Force Investments en Almika of ten opsigte van enige onroerende of roerende eiendom en bates van die Trust of saaklike regte daarin tot die mate wat dit nie verband hou met die verkryging van direkte of indirekte belange in boerdery-ondernemings waarin die Stigter of sy verbonde persone, soos gedefinieer in die Inkomstebelastingwet, 1962, nie ook 'n direkte of indirekte belang in het nie;
- 32.2.2 die aangaan van enige lening, krediet of vrywaring of die uitreiking van enige waarborg of borgstelling vir of namens enige persoon, behalwe ten opsigte van lenings wat betrekking het op Great Force Investments en/of Almika of befondsing aan die Trust gemaak om Eenhede van die Begunstigde terug te koop of teenprestasie aan Begunstigdes te betaal;
- 32.2.3 die weiering van toekenning van Eenhede aan 'n Kwalifiserende Werknemer;
- 32.2.4 enige wysiging van die kwalifiserende maatstawwe waarna verwys word in klousule 5;
- 32.2.5 die wysiging van die terme van hierdie Trustakte;
- 32.2.6 enige besluit om 'n Trustee van sy amp te onthef;
- 32.2.7 enige besluit om die Trust te beëindig;
- 32.2.8 om enige gedeelte van die Trustkapitaal te verdeel;
- 32.2.9 enige besluit om 'n premie of 'n diskonto toe te pas ten opsigte van die waarde van enige Eenhede soos voorgestel in klousule 12.5

33 BEGINSEL VAN REGVERDIGHEID

Die magte van die Trustees sal te alle tye uitgeoefen word ingevolge die oorheersende beginsel van billikheid en regverdigheid.

34 ARBITRASIE

- 34.1 Indien daar enige dispuut of geskil tussen die Partye ontstaan oor enige aspek wat in hierdie Trustakte bevat word sal die Trustees so gou as moontlik, in goeie trou, 'n formele vergadering roep om die dispuut of geskil op te los.
- 34.2 Indien die Trustees nie in staat is om die dispuut of geskil, binne 7 (sewe) dae na die hou van die vergadering op te los nie of indien die vergadering nie gehou word nie, mag die dispuut deur enige Party asook enige Begunstigde na die Ouditeure verwys word om die dispuut op te los, wie sal optree as deskundige en nie as skeidsregter nie.
- 34.3 As die dispuut nie binne 7 (sewe) dae na die tussenkoms van die Ouditeure soos waarna verwys in klousule 34.2 opgelos word nie, sal die Trustees en die Ouditeure die dispuut verwys na 'n bemiddelaar soos ooreengekom tussen die Trustees en die Ouditeure, wie se besluit oor die saak en dispuut finaal en bindend op die partye tot die dispuut sal wees. Indien die Trustees en Ouditeure nie kan ooreenkom oor die identiteit van die bemiddelaar nie, sal die Arbitrasie Stigting van Suider-Afrika die bemiddelaar benoem op versoek van enige party tot die dispuut.

35 VRYWARING

- 35.1 Onderhewig aan die bepalings van enige relevante wetgewing, word elke Trustee en enige ander ampsdraer gevrywaar deur die Trust ten opsigte van alle gemagtigde handeling wat ter goeie trou namens die Trust verrig is.
- 35.2 Onderhewig aan die bepalings van enige relevante wetgewing, sal geen Trustee van die Trust aanspreeklik wees vir enige handeling, nalate of versuim van enige ander Trustee of vir enige verlies of uitgawes wat deur die Trust gely is as gevolg van ontoereikende of gebrekkige titel ten opsigte van eiendom wat deur die Trust verkry is

nie; of vir enige ontoereikende of gebrek aan enige sekuriteit in of waarop die geld van die Trust belê is nie; of vir enige verlies of skade in verband met die insolvensie of onregmatige daad van enige persoon in wie se sorg sodanige geld of sekuriteite gedeponeer is nie; of vir enige verlies of skade wat andersins veroorsaak is in die uitvoering van sy verpligtinge of in verband daarmee nie, tensy sodanige verlies of skade gely is as gevolg van sy oneerlikheid of gebrek om die graad van sorg, toewyding en kundigheid toe te pas as wat verwag word van Trustees.

36 VERGOEDING VAN TRUSTEES

Die Trustees sal nie geregtig wees op enige vergoeding in hulle hoedanigheid as Trustees nie. Die Trustees sal wel vergoed word vir enige redelike en nodige persoonlike uitgawes wat hulle mag aan gaan in die uitvoering van hul verpligtinge namens die Trust.

37 DISKRESIE VAN TRUSTEES

Enige diskresie van die Trustees wat in terme van hierdie Trustakte uitgeoefen word sal finaal wees tensy daar tot die teendeel in hierdie Trustakte bepaal word. Enige besluit wat deur die Trustees geneem is uit hoofde van sodanige diskresionêre magte sal nie betwisbaar wees deur enige Begunstigde of deur enige persoon wat daardeur geaffekteer word nie, tensy die Trustees versuim het om binne die doelstellings van hierdie Trust op te tree of versuim het om te voldoen aan enige ander terme en voorwaardes van hierdie Trustakte.

38 ONTBERING

Die Trustees mag in hul diskresie ter enige tyd afstand doen van die bepalings van hierdie Trustakte indien sodanige bepaling tot gevolg sou hê dat enige Begunstigde aan oormatige ontbering bloot gestel sou wees.

39 REGISTRASIE VAN TRUST

Die Trustees sal verseker dat die Trust geregistreer word by die Meester onderhewig aan die bepalings van die Wet.

40 AANVAARDING DEUR TRUSTEES

Die Trustees erken dat hulle op hoogte is van die pligte wat weens regsweë op 'n Trustee met die administrasie van 'n trust en weens hierdie Trustakte in besonder rus, en onderneem om, vir sover sodanige inligting deur die Meester vereis mag word, die Meester in alle Trust sake te ken en hom van enige verlangde inligting in verband met die Trust se sake te voorsien.

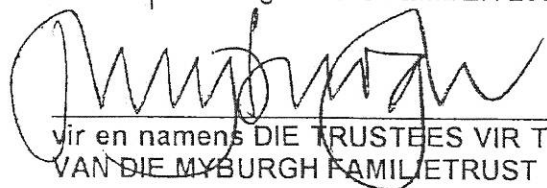
41 KOSTE

Die koste in verband met die opstel van hierdie Trustakte asook aangeleenthede insidenteel daartoe en alle koste aangegaan deur die Trustees in die implementering en administrasie van die Trust sal deur die Trust gedra word.

42 WYSIGINGS AAN DIE TRUSTAKTE

- 42.1 Die Trustakte mag net van tyd gewysig word indien al die Trustees eenparig skriftelik saam stem op so 'n wysiging.
- 42.2 Hierdie klousule 42 mag nooit gewysig word nie.

GETEKEN te STELLENBOSCH op hierdie ...24... dag van NOVEMBER 2008.


vir en namens DIE TRUSTEES VIR TYD EN WYL
VAN DIE MYBURGH FAMILIETRUST

GETEKEN te STELLENBOSCH op hierdie ...24... dag van NOVEMBER 2008.


URSULA ENGELBRECHT
in haar hoedanigheid as Trustee

GETEKEN te STELLENBOSCH op hierdie ...24..... dag van NOVEMBER 2008.

Jordaan
FLORINA MAGDALENA JORDAAN
in haar hoedanigheid as Trustee

GETEKEN te STELLENBOSCH op hierdie ...24..... dag van NOVEMBER 2008.

Muller
JOSEPH KENNITH MULLER
in sy hoedanigheid as Trustee

GETEKEN te STELLENBOSCH op hierdie ...24..... dag van NOVEMBER 2008.

Nicol
ANITA DAWN NICOL
in haar hoedanigheid as Trustee

GETEKEN te STELLENBOSCH op hierdie ...24..... dag van NOVEMBER 2008.

Phillips
RICHARD JOHN PHILLIPS
in sy hoedanigheid as Trustee

GETEKEN te STELLENBOSCH op hierdie ...24..... dag van NOVEMBER 2008.

Ruthford
ILSE ANNE RUTHFORD
in haar hoedanigheid as Trustee

AANHANGSEL "A"

ALGEMENE BELEGGINGS EN ADMINISTRATIEWE MAGTE

Sonder om op enige wyse afbreuk te doen aan die diskresionêre en spesifieke magte wat uiteengesit is in die Trustakte en onderhewig aan die beperkings wat daarin vervat is, sal die Trustees die volgende algemene beleggings en administratiewe magte hê, naamlik:

1. om te handel met enige bates of beleggings wat deel uitmaak van die Trustfonds op sodanige wyse as wat hulle mag goeddink;
2. om die opbrengs van enige bates of enige gelde van die Trust te belê of te herbelê, insluitend die koop of verkryging van enige eiendom, regte of belange, hetsy roerend, onroerend, liggaamlik of onliggaamlik, van welke aard ookal;
3. om verbande oor onroerende eiendomme te passeer of om enige roerende eiendom of onliggaamlike regte as sekuriteit te verpand of te sedeer, om geld te leen teen sekuriteit of andersins en met rente of andersins op sodanige wyse soos die Trustees mag goeddink en om enige bates van die Trust met verband te beswaar of te verpand of op enige ander wyse te beswaar;
4. om enige van die trustbates te verruil, verkoop, vervreem, verhuur of andersins daarmee te handel, hetsy roerend of onroerend, hetsy liggaamlik of onliggaamlike Trustbates en van watter aard ookal en waar ookal geleë;
5. om die stemreg met betrekking tot enige aandele, skuldbriewe of ander effekte wat te enige tyd deel van die trustbates uitmaak, uit te oefen;
6. om 'n skikking of 'n reëling aan te gaan vir sodanige teenprestasie en op sodanige terme en voorwaardes as wat hulle raadsaam ag met betrekking tot alle aangeleenthede wat met die Trust verband hou;
7. om enige bates wat van tyd deel van die trustbates uitmaak, te ruil, vervang, verkoop, verhuur, verseker, bestuur, verbind, verwerk, ontwikkel, verbeter, te gelde maak of op enige ander wyse daarmee te handel;
8. namens en ten behoeve van die Trust enige verrigtinge in te stel, te verdedig of te bestry in enige Geregshof of in enige bevoegde tribunaal of voor enige ander gesaghebbende persoon of liggaam;
9. om enige aandele wat deel van die Trustbates uitmaak, oor te maak en te oorhandig aan enige maatskappy wat sy aandele kapitaal verminder teen vergoeding en op die terme en voorwaardes wat hulle goedkeur, en om sodanige vergoeding in die vorm van kontant, sekuriteite of ander bates te ontvang, soos tussen hulle en sodanige maatskappy ooreengekom word;
10. om met betrekking tot enige onroerende eiendom of verbandakte wat te enige tyd deel vorm van die Trustbates, enige handeling te verrig of akte te

verly betreffende vervreemding, verdeling, uitruil, oordrag, verbandgewing, verhipotekering of andersins en wel in enige Aktekantoor, Myntitelkantoor of ander openbare kantoor wat die registrasie van sodanige handeling hanteer; om enige aansoeke te doen, toestemmings te verleen, in te stem tot enige wysigings, veranderings, kansellasies, ontheffings, verminderings, vervangings of andersins wat in die algemeen betrekking het op enige akte, verband of dokument vir enige doeleindes en in die algemeen enige handeling van watter aard ookal in so 'n kantoor te doen of te laat doen;

11. om die advies van enige deskundige of enige saak rakende die Trust of die Trustbates of enige begunstigde in te win en om daarvolgens te handel; en
12. om in die algemeen enige aanvullende magte uit te oefen wat na hulle mening noodsaaklik of wenslik is om hulle in staat te stel om enige spesifieke mag wat hulle hierkragtens verleen word, uit te oefen en om alles te doen of te laat doen wat hulle as noodsaaklik of wenslik ag en in die belang van die Trust of enige begunstigde mag beskou.

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Handwritten notes:
F.M.J.
L.E.
R.J.P.
AN 10/12

AANHANGSEL "B"
BEGUNSTIGDES

	Meerlust		
1	Beukes	Erika	840420 0069 08 2
2	Booyesen	Sonia	770320 0190 08 2
3	Brown	Bernadette	830815 0353 08 3
4	Brown	Bettie	440519 0110 08 7
5	Brown	Jimmy	610503 5810 08 5
6	Brown	Norman	530508 5762 08 4
7	Brown	Wilhelm	630729 5840 08 9
8	Coetzee	Floors	581024 5224 08 5
9	Coetzee	Johanna	590221 0036 08 5
10	Daniels	Stanley	790605 5346 08 5
11	Hendricks	Hendrik	540610 5138 08 9
12	Hull	Eron, Lauren	841116 5090 08 6
13	Jacobs	Ester	690713 0282 08 0
14	Jordaan	Deon	680507 5260 08 9
15	Jordaan	Florina	760510 0250 08 2
16	Jordaan	Johanna	690919 0129 08 0
17	Kleyn	Esmeralda	790503 0215 08 4
18	Koopman	Mariana	650222 0783 08 7
19	Layman	Adolf	550509 5093 08 7
20	Layman	Caroline	510520 0130 08 8
21	Layman	Reginald	860125 5227 08 1
22	Layman	Wilhelmien	641228 0839 08 6
23	Malgas	Pauline	710814 0443 08 0
24	Marsh	Marius	750617 5602 08 4
25	Meyer	Anthony	651015 5837 08 3
26	Meyer	Charles	760503 6302 08 0
27	Meyer	Dennis	381226 5081 08 8
28	Muller	Elsa	701028 0271 08 3
29	Muller	Joseph	710625 5209 08 0
30	Nero	Andries	521212 6032 08 1
31	Nero	Louisa	590811 0970 08 5
32	Nicol	Anita	730818 0099 08 7

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33	Oktober	Christolene	780102 0159 08 7
34	Oktober	Claude	840531 5307 08 5
35	Oktober	Cornelius	720302 6312 08 5
36	Otto	Anton	841107 5180 08 4
37	Petersen	Cathleen	640203 0890 08 3
38	Petersen	Mary	560522 0873 08 8
39	Petersen	Wilma	590523 0832 08 6
40	Roman	Cliff	780908 5164 08 2
41	Rosenberg	Jolene	690808 0220 08 8
42	Ruthford	Ilse	760827 0075 08 1
43	Sauls	Betty	530330 0196 08 9
44	Schroeder	Estelle	840908 0318 08 7
45	Smith	Hendrik	451009 5477 08 3
46	Snyders	Edwin	690128 5246 08 1
47	Solomons	Damon	441105 5470 08 7
48	Solomons	Juanita	751130 0777 08 2
49	Solomons	Orhine	711110 5911 08 3
50	Solomons	Sarie	700706 0808 08 4
51	Ward	Elizabeth	480821 0633 08 9
52	Ward	Leonard	500506 5097 08 5
53	Waterboer	Wilson	801103 5198 08 3

Vriesenhof

54	Andries	Natasha	760820 0214 08 1
55	Boso	Didekile	6606235747084
56	De Ruiter	Jack	590906 5231 08 3
57	Deyssel	Madelein	760811 0054 08 0
58	Deyssel	Morne	760831 5156 08 6
59	Du Plessis	Desmond	800422 5910 08 6
60	Engelbrecht	Ursula	781121 0176 08 0
61	Fani	Orwabo	910608 5157 08 5
62	Fourie	Jounis	741126 5158 08 1
63	Fourie	Willem	500716 5058 08 2
64	Gwexa	Cannie	751002 5746 08 3
65	Jonkers	Frederika	570829 0166 08 4
66	Kok	Jacob	560405 5085 08 2



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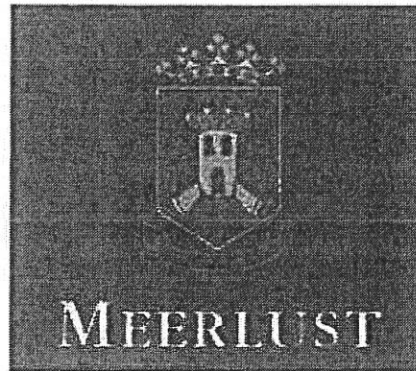
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68	Phillips	Richard	680710 5287 08 2
69	Sas	Thomas	780517 5163 08 3
70	Sass	Jacob	690329 5096 08 4
71	Williams	Mona	610410 0906 08 4

Neil Ellis Wyne

72	Nkopane	Solomon	761124 5583 08 0
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Meerlust Administrators (Pty) Ltd

**FAURE AGRI-VILLAGE:
AVAILABILITY OF ENGINEERING SERVICES
(Revision 1)**

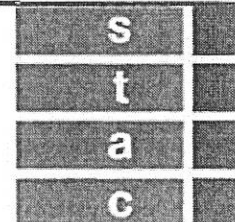
Jun 2008

Client :

Meerlust Administrators (Pty) Ltd
Posbus 7121
STELLENBOSCH
7599

STAC Consulting Engineers
PO Box 6229 Welgemoed 7538
Tel 021 913 0616 Fax 021 913 0619

*083 461 0191.
Jannie du Toit*





MEERLUST ADMINISTRATORS (PTY) LTD

080201

**FAURE AGRI-VILLAGE : AVAILABILITY OF
ENGINEERING SERVICES
(REVISION 1)**

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ANNEXURE A : Drawings

- 080201/PRELIM-001 : Locality plan (A3)
- 080201/PRELIM-002 : Composite (A3)
- Aerial Photo

ANNEXURE B Sewer Alternatives

- Amitek

ANNEXURE C Services Design Guidelines

**MEERLUST ADMINISTRATORS (PTY) LTD**

080201

**FAURE AGRI-VILLAGE :
AVAILABILITY OF ENGINEERING SERVICES
(REVISION 1)****1. INTRODUCTION**

Meerlust Administrators (Pty) Ltd appointed Stac Consulting Engineers to compile a report regarding the engineering services for the Agri-Village for situated on the Meerlust farm in the Stellenbosch district.

This report will be submitted as part of the EIA and subdivision process.

The proposed development consists of the following land uses:

- Agri Village residential units : 220 units
- Sport and Clubhouse with facilities and associated infrastructure
- Commercial - supermarket
- Community and daycare centre

2. LOCATION

The site comprises a portion of the farm known as Meerlust 1081/3 Stellenbosch, situated in the Western Cape, approximately 12 km south West of Stellenbosch on the intersection of Baden Powell (MR 168) and Van Riebeek (MR 159)..

The coordinates of the site are 34° 1"S and 18° 4"E and on the 1:50000 Topographical Sheet No. 3418 BA & BB and aerial photo 3418 BA 05 and 3418 BB 01.



3. AVAILABLE INFORMATION AND INVESTIGATIONS

3.1 CIVIL ENGINEERING SERVICES

The following information was made available to us:

- Sub-division plan by WJB Enterprises cc – drw 08/129/03 A (received 15 May 2008).
- Existing services information from the relevant local authorities.

4. SITE TOPOGRAPHY AND DRAINAGE

The site is approximately 20 ha in size with the Eersteriver on the eastern boundary, Faure station on the southern boundary, Baden Powel road on the western boundary and the existing Meerlust farm to the north.

The site topography varies between 17 m above mean sea level on the northern boundary and 12 to 14 on the southern with a varying slope of 1 to 3 % in a South Eastern direction.

The majority of the site is characterised by a thick sandy soil profile. In the low lying areas the near-surface sandy alluvium is usually underlain by clayey sand or clay.

5. TRAFFIC IMPACT STUDY

All traffic and access related issues will be discussed in the report by Innovative Traffic Solutions Cape (Pty) Ltd.

6. EXTERNAL SERVICES

The drawing (080201/PRELIM-002) indicates the existing and proposed external service reticulations as obtained from the various authorities and reports. This drawing will be updated during future planning and final design phases.

The Stellenbosch municipality have no service available in the immediate to accommodate this development.

The City of Cape Town boundary is the Baden Powel drive and possible connection for water and sewer reticulations from existing De Wijnlanden development.

The Helderberg municipality have no capacity in the Faure area and several external upgrade of infrastructure is in planning stages.



This development is on the intersection between 3 different authorities and falls within the Stellenbosch district.

Potential logistical problems are foreseen with the development being in a different district than the service supply authorities with available connections points. These issues will be resolved with services agreements.

6.1 **WATER**

The availability of potable water will be discussed in a report by CES.

No capacity or connection is available for this development on the existing water infrastructure can be incorporated within the De Wijnlanden infrastructure.

6.2 **SEWER**

No existing sewerage network is available for this development from the Stellenbosch municipality but can be incorporated within the De Wijnlanden infrastructure.

The existing municipal sewerage treatment works at Stellenbosch is approximately 12 km from this development.

6.3 **STORMWATER**

The Eerste river is on the eastern boundary of the development and will be utilised for stormwater discharge.

6.4 **ACCESS**

Access to this development will be discussed in the ITS (Pty) Ltd report.

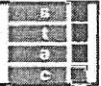
6.5 **ELECTRICAL**

Detail regarding the electrical will be per separate report.

7. **INTERNAL SERVICES**

The design of internal services will be done in accordance with the "Guidelines for the Provision of Engineering Services for Residential Townships" and the standards of Stellenbosch Municipality and relevant authorities.

7.1 **ROADS**



In general all roads are between 3,0 m and 7,4 metres wide with sufficient parking as per requirements for the residential and tourism developments.

The following pavement structures are envisaged, but are subject to final design:

- **Bituminous surfacing**
 - 13,2/6,7 mm double surface treatment (or alternative)
 - 150 mm G4 crushed stone base.
 - 150 mm G5 crushed stone subbase.
 - 150 mm G7 upper selected material (probably in situ sand).
 - 150 mm G9 lower selected material (probably in situ sand).

- **Brick paving**
 - 80 mm Brick paving. (Brick and/or cobble).
 - 150 mm G5 crushed stone base.
 - 150 mm G7 upper selected material (probably in situ sand).
 - 150 mm G9 lower selected material (probably in situ sand).

It is foreseen that most of the selected subgrade material will be the in situ sand. This will be confirmed with on site soil investigations, to be done prior to the design stage.

The alterations and upgrading of the external road infrastructure will be according to the authorities' requirements and specifications.

7.2 STORMWATER DRAINAGE

The stormwater drainage will be designed in accordance with the philosophy of providing for a minor and major system. Careful attention will be given to the layout of the road reserves to drain, captured and overland stormwater away from the proposed development. This water can then be utilised to supplement the irrigation.

The major system will consist of roads and open channels to ensure overland escape routes for the larger storm run-offs. The minor system will consist of kerb inlet catch pits and underground storm water pipes.



The minor system will be designed to accommodate the 1 in 2 year return period run-offs and the major systems for the 1 in 20 year run-offs. The minimum pipe diameters will be 375 mm for longitudinal runs and 300 mm Ø for catch pit connections.

The stormwater run-off from the development will discharge onto the adjacent areas. Erosion protection will be provided where required.

Detention facilities will be created on the open spaces to accommodate on site drainage so that the post development run-off not to exceed the pre-development run-off.

The required bulk earthworks on the site must be planned as a total project and must incorporate the storm water management for this development.

Calculations were done to determine the extent of run-off generated with the results shown in Table 1. These calculations were done to establish a rough estimate for planning purposes and must be revised in future when more information is available.

The irrigation demand of the irrigation component of this project will be supplemented from the proposed dams / detention facilities.

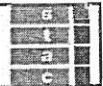


TABLE 1: STORM WATER RUN-OFF

Area	Size ha	Zoning	Calculated run-off per area		
			Q = 2 year	Q = 20 year	Q = 50 year
			ℓ/s	ℓ/s	ℓ/s
1.		Agri Village residential units	1275	2545	3351
2.		Clubhouse			

The preliminary detention storage calculation indicates that approximately 5 000 m³ storage will be provided for in numerous smaller ponds. This will be finalised during the final design of the stormwater.

7.3 SEWERAGE

7.3.1 Reticulation

This development will provide a independent sewage system.

Conventional gravity sewerage seems to be the viable option at present due to the topography of the site, and the long term maintenance cost of the alternatives.

A summary of sewage preliminary run-off per area were calculated with the results indicated in Table 2.

TABLE 2: SEWERAGE

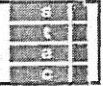
Area	Zoning	Calculated flows per area ℓ/s
1.	Agri Village residential units : 220 units	6.53
2.	Club house : units	

These preliminary calculations were based on the development framework and assumptions regarding densities allowed for high income residential development in general and will be finalised with the detail design.

The sewer system will consist out of the necessary underground pipes, manholes and bulk erf connections to each individual property.

It is recommended that 160 mm Ø uPVC (Class 34) pipes be used as sewer collectors.

7.3.2 Alternatives



- **Existing sanitation system**

No existing sewage infrastructure is available for this development.

- **Sanitation options**

The following sanitation options exist.

- **Conservancy tank on each erf**

The present situation is the provision of an on-site conservancy tank, constructed at the developer's expense, and in accordance with municipal requirements. The purchase of an additional vacuum tanker to serve this development should also be considered if this option is acceptable to the local authority.

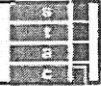
- **Centralised conservancy tanks within development**

With this option a basic underground waterborne sewerage system to a number of conservancy tanks within the development can be considered. The final number of tanks can only be determined once the final design is complete. Provision should also be made in the layout to accommodate these tanks, as they could be relatively large to accommodate a number of erven. These tanks must be designed taking the future full waterborne system into account.

An additional tanker will most probably also be required, should this option be implemented.

- **Gravity system to pump station in development**

This option entails the installation of a fully underground waterborne system to one main pump station in the development. Depending on the layout and natural contours, one or more smaller pump stations might be required to pump sewage to the main pump station. From this pump station two options can be investigated:



- **De Wijnlanden**

The De Wijnlanden development is situated adjacent to Meerlust farm on the opposite of Baden Powel drive.

Connection positions for water and sewage is possible and can be incorporated in the planning and phasing of the development.

De Wijnlanden is in City of Cape Town municipal district (previously known as Oostenberg) and being managed from the municipal civil engineering department situated in Somerset West.

Services agreement between the relevant municipal departments need to be finalised to incorporate this alternative.

This alternative is the preferred option at present.

- **Pumping directly to existing treatment works in Stellenbosch**

The direct distance (as the crow flies) between the development and the treatment works is approximately 12 km. It is envisaged that a combination of pumping and gravity mains will be required. The selection of the route will most probably be determined by many external factors, such as land ownership, environmental issues, geotechnical/ground conditions, etc.

The advantage of this route as, is that an integrated system can be installed that will also serve the adjacent properties on route.

Due to the possible complications and the number of parties involved this alternative is not viable at present and may cause delays on this project.

- **Possible new wastewater treatment works**

This option does however have the advantage that treated effluent could possibly be used for irrigation and could justify further discussions with the local authority and the Departments of Water Affairs, Health & Environmental Affairs.

7.3.3 Sewage treatment for Faure Agri Village development

A estimated sewage flow of 0,2 M³/d, Average Dry Weather Flow (ADWF), will be generated by the proposed new development.



Information regarding the *Ampac* 1000 Modular Sewage Treatment Plant – see Annexure B.

7.4 WATER SUPPLY

Bulk water supply for residential, commercial and related activities to the site is not available from the existing water municipal infrastructure and sufficient capacity must be provided by the Developer.

See Table 3 for estimated requirements per area.

TABLE 3: WATER (Peak hour consumption)

Area	Zoning	AADC (Avg Annual Daily demand) kl/d	PMC (Peak Month = AADD x 1.67) kl/d	PDC (Peak Day = PMD x 1.25) kl/d
1.	Agri Village residential – 220 units	198	330	413
2.	Club house			

The reservoir storage capacity for 2 days of Peak Daily consumption (PDC) for the potable water is approximately 0.83 Mℓ (say 1 Mℓ) should storage be required.

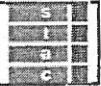
Alternative reservoir positions within property were evaluated but will be pursued should no other alternative be viable.

The water reticulation system will consist of uPVC pipes with the necessary provision made for isolating valves, PRV's, fire hydrants and erf connections with a minimum diameter of 110 mm.

7.5 BULK EARTHWORKS

Bulk earthwork planning will be done for the individual phases and must be planned and optimised with the layout and phasing of the project.

No provisional calculations were done for the bulk earthworks at this stage due to the many unknowns.

**TABLE 4: BULK EARTHWORKS**

Area	Zoning	Ha	Bulk Earthworks		
			Cut	Fill	Cut - Fill
			m ³	m ³	m ³
1.	Agri Village residential units				
2.	Clubhouse				

Table 4 will be updated in future with more information available.

7.6 ELECTRICAL

A bulk electricity point is available from the existing Eskom infrastructure near the site. A primary cable will be installed from this point into the development.

TABLE 5: ELECTRICAL DEMAND

Area	Zoning	Units	Calculated demand per area	
			Demand kVA	
1.	Agri Village residential units	220	3	660
2.	Clubhouse			
TOTAL ANTICIPATED LOAD KVA				

The above load will be confirmed once the architectural guideline is in place.

See Table 5 for an estimated electrical demand for information purposes only.

The Electrical related issues is dealt with in a separate report by others.

7.6.1 Internal services

The internal electrical network for the resort will consist of the following:

1. 11 kV underground cables.
2. Miniature substation as necessary.
3. Low voltage underground cables.
4. Low voltage distribution kiosks.



5. Consumer connection cables - 3-phase for single residential erven (if required) and single phase for group and cluster housing.

6. Street-lighting as per architect.

8. WASTE

The Municipality will collect the waste at an approved collection point on the development .

9. SUMMARY OF ALTERNATIVES

Description	Comments	Preferred Option
Water		
1. New boreholes	New boreholes and storage capacity	
2. Connection to existing infrastructure of De Wijnlanden		✓
3. Existing infrastructure upgrade	New boreholes and storage capacity	
Sewer		
1. Conservancy tank on each erf	Not the preferred option by local authority due to distance from sewage works	
2. Centralised conservancy tanks within development		
3. Gravity system to pump station in development:		
3.1 Pumping to existing infrastructure at De Wijnlanden		✓
3.2 Pumping to new treatment works for total demand Meerlust	Possible maintenance issues Control and quality by local authority Possible logistic problems from municipality	
3.3 New treatment works for Agri-Village only	Possible maintenance issues Control and quality by local authority Possible logistic problems from municipality	
Stormwater		
1. Retention ponds on site with discharge to Eerste river.		✓
2. Discharge to river		
Sewage Treatment		
1. Amitek	The plant can be phase and positioned within the development with	✓
2. Sannitree - Supersewer		✓

080201 : FAURE AGRI-VILLAGE : AVAILABILITY OF ENGINEERING SERVICES
(REVISION 1)



Description	Comments	Preferred Option
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Position for the proposed sewage treatment works:		
Waste		
1. Collection point on site for removal by local authority	Incorporated within local authority waste removal	✓
2. Waste disposal site at De Wijnlanden	Incorporated within local authority waste removal	



10. RECOMMENDATIONS

The following are recommendations to facilitate the successful development of this site:

- Finalise negotiations with the relevant municipal authorities regarding the provision of services across municipal districts;
- The site must be incorporated with the adjacent developments and into the various regional services master plans;
- Cadastral boundary and required servitudes to be finalised;
- Cost estimate of required civil engineering services to be completed.
- Co-ordination is essential between the Developer and the local authority regarding the upgrade, improvement and construction of new infrastructure for the maximum benefit for all parties concerned, inclusive of a fair cost allocation.

We trust that this report meets with your approval and will gladly provide any further information that may be required.

J DU TOIT Pr Tech (Eng) Pr.CPM
for
STAC Consulting Engineers