4 March 2008

Maitland Trust Limited
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South Africa

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Sandton 2146
South Africa

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celeste.cross@maitlandgroup.com

Attention: Mr Mbuso Dlamini
Email: mbuso.dlamini@palacegroup.co.za

Your ref: T Linington
Our ref: M Dlamini

Dear Mr Dlamini

ENGAGEMENT LETTER AND FEE PROPOSAL FOR THE ESTABLISHMENT AND ADMINISTRATION OF A NEW TRUST

1. TRUST AND COMPANY SERVICES

1.1 We refer to our meeting and would like to thank you for affording Maitland Trust Limited, South Africa ("Maitland") the opportunity to provide you with our proposal.

1.2 The establishment and administration of trusts constitutes a regulated activity for purposes of the Trust Property Control Act 57 of 1988. This letter sets out the terms and conditions in terms of which we agree to establish and administer trusts for our clients, information which we are required to provide, information we are required to obtain and those agreements we are obliged to enter into with the Settlor of a trust. It further sets out the services we discussed and a breakdown of the related fees.

2. SUMMARY OF SERVICES

2.1 The services recommended and that can be provided by Maitland, include:

2.1.1 Drafting of a new trust deed ;

2.1.2 registration of the new trust with the Master;

2.1.3 administering the new Trust;

2.1.4 acting as Corporate Trustee of the Trust, in accordance with the Trust Property Control Act 57 of 1988;

2.1.5 review of and recommendations in respect of your will; and

2.1.6 advising you on the structuring of your estate with regard to your personal circumstances and assets.

3. NEW TRUST QUESTIONNAIRE

3.1 To ensure that we have all the relevant information in relation to the administration of the Trusts, we enclose herewith our New Trust Questionnaire for completion on behalf of the Trust. Please complete this as far as possible. We will arrange a meeting to determine the best way to proceed and can assist you with any questions you may have in this regard. Please note that we require cleared funds on acceptance of this agreement, as we are not permitted to incur any expenses or make any payment in the course of providing the administration services, unless we have received sufficient funds in advance.

3.2 We may occasionally have to instruct legal and professional advisors, and should this become necessary, you will be advised accordingly. Please take note that any such costs incurred will be in addition to our standard fees and charges, and will require settlement upon receipt of an invoice.

4. REGULATORY "KNOW YOUR CLIENT" DUE DILIGENCE

4.1 In order to comply with Statutory Regulations, we are required to obtain and retain on record documentary evidence of the identity of our clients, as well as information relating to any corporate entities to which our clients may wish us to provide services (included in our "New Trust Questionnaire").

4.2 We require you to undertake to inform us, as a matter of priority, of any changes to the above information, such as a change in contact details, change of name, change of address, and so forth.

4.3 We appreciate that this entails a lot of paper work and would be glad to provide assistance and guidance if there are any questions.

5. OUR SERVICES AS TRUSTEE AND ADMINISTRATOR

5.1 Our services, *inter alia*, will include the following:

5.1.1 opening trust bank accounts. We will provide you with the necessary passwords and access codes to enable you to view these accounts electronically, and to keep track of how the Trusts' funds are being utilised, although you will not be able to transact on the accounts;

5.1.2 organising and attending regular Trustee meetings;

5.1.3 finalising agendas and minutes of Trustee meetings;

5.1.4 keeping and maintaining proper records of the minutes of the meetings, resolutions passed, the Letters of Authority and the Deed of Trust;

5.1.5 reporting to co-trustees and where required, to the Trusts' beneficiaries;

5.1.6 completing and lodging tax returns on behalf of the Trust;

5.1.7 complying with the Master of the High Court's ("the Master") requirements and attending to all issues surrounding this;

5.1.8 liaising with portfolio managers; and

5.1.9 preparing and drafting annual financial statements for the Trust.

5.2 We will furthermore attend to the following:

5.2.1 obtain letters of authority from the Master in terms of which the Trustees are appointed to act as such;

5.2.2 assist with the transfer of assets to the Trust;

5.2.3 register the Trust as a taxable entity with the South African Revenue Authorities.

6. DRAFTING OF A NEW WILL

6.1 We will draft a new will for you that is appropriate for your current circumstances.

7. ESTATE STRUCTURING

7.1 We will advise you of appropriate estate structuring with regard to your personal circumstances.

8. OUR FEES

8.1 Our fees are based on the current practice in the South African Trust and legal Industry. Our standard fees for the formation and administration of a trust are attached hereto as Annexure A.

8.2 Additional Fees per Trust:

8.2.1 Estate Planning Fees

Fees to determine appropriate structuring of your estate will be determined on a time spent basis and we estimate this fee to be approximately R12,000.00. The estate planning will include the following:

- A statement of assets liabilities and recommendations regarding the allocation of these assets;
- Estate duty calculations to determine current estate duty and the estate duty savings possible based on our recommendations;
- A review of your current will and recommendations to update this;

- A capital sufficiency analysis of your current estate; and
- An analysis of your current insurance policies and recommendations to determine whether these are appropriate.

8.3 Value Added Tax (VAT) will be added to all invoices at the prevailing rate from time to time, currently 14%.

8.4 Our standard fees are subject to an annual increase and an appropriate annual increase will be negotiated, based on the level of activity in the Trust.

9. ADDITIONAL TRUST ADVISORY SERVICES

9.1 Maitland also offers personal tax compliance services, which you may wish to consider.

10. INFORMATION AND CONFIDENTIALITY

10.1 All information will be kept confidential at all times and will not be disclosed to third parties, except as provided herein, or as otherwise authorised by you (whether specifically or by implication), by law or any regulatory or government authority, or any compliance rules applicable to Maitland, in which instance Maitland will advise such regulatory or government authority that the information has been provided under obligations of confidentiality and/or privilege and seek to limit the disclosure as far as reasonably possible, whilst still complying.

10.2 Where the professional services Maitland provides to the Trusts involves opening accounts or making other arrangements with other service providers, Maitland may provide such entities with such information as they may require, in order to satisfying their account opening requirements.

10.3 Maitland shall not be required or obliged to take any action which it considers unlawful or improper, or which may cause Maitland or any employee of Maitland to incur any personal liability, and Maitland shall not be liable for any consequences arising from a refusal to take any such action.

10.4 Notwithstanding the generality of the foregoing, Maitland is required to obtain, verify and maintain certain prescribed information relating to all parties to which Maitland directly or indirectly provides professional services (including persons associated with the professional services) and all transactions relating to any assets under its control or administration. Failure by a party to provide information or documentation requested by Maitland may result in the termination of Maitland's professional services and Maitland shall not be held liable for any consequential loss or damage arising from termination of Maitland's services in terms of this clause 10.4.

10.5 Any report, letter, information or advice which Maitland provides, to any person associated with Maitland's professional services or arising therefrom, is proprietary in nature and given in confidence solely for the purposes thereof. Such information is provided on condition that the information will remain confidential and not be disclosed to any third party without Maitland's prior written consent.

11. MONEY HELD BY MAITLAND

11.1 All trusts administered by Maitland are required to have a bank account. Maitland is able to offer this service through the Nedbank Corporate Saver scheme, at competitive rates.

11.2 All monies received by Maitland shall be held in the Trusts' designated bank accounts.

11.3 Maitland shall use all reasonable endeavours to procure that amounts held in trust are interest bearing at reasonably competitive rates of annual interest and Maitland shall, on request, from time to time provide details of such rates.

11.4 Interest earned on monies held in trust shall accrue for the sole benefit of the Trusts.

12. CLIENT COMMUNICATION

12.1 Maitland may communicate by electronic means and emails may be subject to data corruption, delay, non-delivery, interception, unauthorised amendment and the inadvertent transmission of viruses. Unless your client informs Maitland that your client does not wish to communicate by email, Maitland will assume that your client accepts the risks of Maitland communicating in this way.

12.2 Unless otherwise agreed, Maitland will, from time to time, provide the Trustees of the Trusts, as well as, where requested, any other persons associated with the professional services, with periodic statements.

12.3 Statements, notices and correspondence from Maitland are considered to be properly dispatched when sent to the address nominated by such person from time to time in writing, or delivered to such person personally. The date of dispatch shall be presumed to be the date appearing on Maitland's copy of the correspondence.

13. LIEN AND SET-OFF

In addition to any general lien or similar right to which Maitland may be entitled by law, in the event of Maitland incurring an obligation or liability in relation to a particular service, Maitland is hereby irrevocably authorised to combine or consolidate any or all services of any or all of the persons associated with a particular service, and/or to set-off any assets in relation to such service against any obligations and/or liabilities of other services relating to such persons, whether such obligations and liabilities are actual, contingent, several or joint. In the event of any such claims arising, Maitland shall be entitled, in its discretion, to sell, realise and/or otherwise dispose of any asset relating to such services and to apply the proceeds of such sale, disposal or realisation in reduction or discharge of such obligations and/or liabilities; provided always that the Settlor, any co-trustees and other persons effected by this action shall receive at least 5 working days' notice of the implementation of the provisions of this clause 13 by Maitland.

14. INCAPACITY

Maitland is not responsible for any loss or liability resulting from the incapacity of any person acting on behalf of Maitland, as Corporate Trustee, or associated with Maitland's duties and responsibilities, unless written notice was received by Maitland of such incapacity.

15. AMENDMENTS

Maitland reserves the right to make changes to these Terms and Conditions, and its fees from time to time. Notice of such variation will be advised on one month's prior written notice to the Trustees and the Settlor of the Trust, or to any other person associated with the professional services provided by Maitland, by means of a letter or other suitable means of communication.

16. DISCLAIMER

16.1 Maitland does not accept any liability or responsibility for the success or otherwise of any plans undertaken by or on behalf of any person associated advice given by Maitland, and Maitland does not offer any form of assurance that the arrangements suggested or implemented will attain the objectives and advantages intended.

16.2 Maitland will, furthermore, have no liability of any nature, whether in contract, delict or otherwise ("liability"), for any losses, damages, costs or expenses whatsoever and howsoever caused arising from or in any way connected with this engagement ("losses"), except where such losses are caused by its negligence or wilful default.

16.3 In any event, the aggregate liability of Maitland, whether to you or any third party, for any losses shall not exceed five times the total fee charged for this engagement.

16.4 For the avoidance of doubt, nothing in this clause 16 ll have the effect of increasing the liability of Maitland for any losses caused by its gross negligence or wilful default beyond those available under common law, nor will the presence of this clause preclude any defence that would otherwise be available to Maitland.

16.5 Nothing in this letter will exclude or restrict any liability of Maitland for fraud or dishonesty or to the extent that Maitland has acted *ultra vires*.

16.6 Unless and to the extent that Maitland has been finally and judicially determined (including by the conclusion of any appeal) to have acted fraudulently, with wilful default or gross negligence, your client indemnifies and holds harmless Maitland against all actions, claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever caused, arising from or in any way connected with this engagement.

16.7 In this clause 16, "Maitland" refers to all the entities in the Maitland Group, their respective partners, directors and staff, and in all cases any successor or assignee (each an "Indemnified Person") and the provisions of this clause 16 shall apply to each Indemnified Person.

You agree that your client has fully considered the provisions of this clause 6 and all the other provisions of this letter and that same are reasonable, given the nature of this engagement. Should any of the provisions or terms of this clause 6 be considered, or become, invalid, illegal or unenforceable, the remainder of the provisions of this clause 16 shall survive unaffected.

17. LEGAL PRIVILEGE

Communications made in the course of this engagement will not be privileged unless made to an attorney for the purposes of seeking legal advice and/or in respect of pending litigation.

18. TERMINATION

18.1 This agreement may be terminated by either party giving thirty days' written notice to the other party.

18.2 Maitland reserves the right to cease to act as Trustee and/or administrator, or to provide ongoing professional services at any time during the existence of this agreement, provided that such notice is given in accordance with clause 18.1 of this engagement letter, and provided further that Maitland will be entitled to retain all documents relative to this agreement for so long as there is money owing to Maitland in respect of fees, charges and/or disbursements.

19. RETENTION OF DOCUMENTS

Subject always to the provisions of clause 18.2 above, Maitland will, on termination of this agreement, deliver all relevant documents to any nominated third party, and Maitland will facilitate an orderly and uninterrupted provision of services in the best interests of the Trust.

20. DUTIES OF TRUSTEES

20.1 Maitland seeks to provide specialized advice to high net worth individuals and aims to add value to clients' tax, investment and fiduciary requirements. Maitland would like to draw your client's attention to the following:

20.1.1 Care, Diligence and Skill Requirement of Trustees:

The legal standard of care required of a trustee is that of the prudent and careful man, not that of an ordinary man in the management of his own affairs. This is because a trustee is not dealing with his own money, but money which belongs to a trust.

Refer also to Meyerowitz on Administration of Estates and Estate Duty, 2007 Edition, 23.13.

20.1.2 We furthermore refer you to a 2005 decision by the South African Supreme Court of Appeal, where it was decided that there should be a separation between the control of trust assets and the enjoyment thereof. The court stated that this is achievable by insisting on the appointment of an independent outsider as trustee to every trust in which (a) trustees are also beneficiaries of the trust, and (b) beneficiaries are all related to each other. Land and Agricultural Bank of South Africa v Parker and Others, 2005 (2) 77 SCA.

21. ACCEPTANCE OF ENGAGEMENT

21.1 Your continuing instructions will amount to acceptance of these terms. However, we would be grateful if you would sign, date and return to Maitland's offices:

21.1.1 a copy of this engagement letter;

21.1.2 the completed New Trust Questionnaire on behalf of the Trusts;

21.1.3 initial funding to be discussed when we meet to discuss the operation of the Trusts and the fees;

21.1.4 initial funding of R2,000.00 to commence the estate planning exercise; and

21.1.5 certified copies of the documents requested in terms of the New Trust Questionnaire.

In the interim, if you have any further queries, or would like to discuss this proposal in more detail, please do not hesitate to contact the writer hereof.

Yours sincerely

Maitland
15 May 2008

Full names: EPHRAIM MBUSO DLAMINI, ID No 5610185771087.

Date: 24th OCTOBER 2008.

Accepted and agreed:.............................

NEW TRUST QUESTIONNAIRE

LEAD GENERATOR

Name	
Code	

SOURCE DETAILS (if indirect)

Name	
Broker code	
Region	
Site code	

REFERRED LEAD

Name	
Region	
Site code	
Broker code	

[illegible]

[illegible]

[illegible]

[illegible]

TRUSTEE 1

NAME

IDENTITY NUMBER

HOME ADDRESS

[illegible]

[illegible]

POSTAL ADDRESS

[illegible]

[illegible]

TRUSTEE 2

NAME

IDENTITY NUMBER

HOME ADDRESS

[illegible]

[illegible]

POSTAL ADDRESS

[illegible]

[illegible]

TRUSTEE 3

NAME

IDENTITY NUMBER

HOME ADDRESS

TEL (H)

TEL (W)

POSTAL ADDRESS

[illegible]

[illegible]

AUDITOR/ACCOUNTANT (Only for inter vivos trusts)

FULL NAME OF AUDITOR/ACCOUNTANT

CONTACT NUMBER

[illegible]

BENEFICIARIES (Please indicate whether capital or income beneficiary)

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

ALTERNATIVE BENEFICIARIES

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

DEATH OF ALL CAPITAL BENEFICIARIES

[redacted]

NOMINATE THE AGE AT WHICH THE TRUST MAY TERMINATE IN RESPECT OF A CAPITAL BENEFICIARY

	21		25		OTHER

OR

[redacted]

TESTAMENTARY POWERS (Power to appoint trustees)

[redacted]

NAME OF TRUSTEE TO BE INCLUDED IN MAJORITY WHEN DECISIONS ARE MADE (negative veto)

and after his/her death

BANKING DETAILS OF TRUST (Only for inter Vivos Trusts)

[redacted]

WHICH ASSETS ARE TO BE TRANSFERRED TO THE TRUST? (Attach documentation, if available)

[redacted]

GENERAL GUIDELINES

Maitland Trust employees/brokers/marketers/consultants must submit proof to the Trust Administration division of all assets which have been or have to be transferred into trusts. Proof of investments must also be submitted.

NEGOTIATED FEES (Inter Vivos Trust)

Negotiated fee – Inter Vivos trust (VAT excluded)

UNDERTAKING AND INDEMNIFICATION (Only for Living Trust)

I, the undersigned, ______________________________

Herewith declare as follows:

1. I am familiar with the nature and implications of an inter vivos trust and that

   I am aware that I am, as co-trustee, together with the other co-trustees, of which MAITLAND TRUST is one, responsible for due execution of the provisions of the trust.

2. I take note that:

   - MAITLAND TRUST is nominated as administrative trustee and will thus be responsible for the administration of the trust;
   - MAITLAND TRUST must at all times be a member of the quorum of any trustee meeting and no action of any nature may be executed on behalf of the trustees without the knowledge of MAITLAND TRUST.

3. I am aware that the trust will be registered by MATILAND TRUST at the South African Revenue Service for income tax purposes.

4. I am aware that MAITLAND TRUST WILL, as administrative trustee, be responsible for completing and submitting annual tax returns in respect of the trust as well as reports on the activities of the trustees as might be required under relevant legislation. I indemnify MAITLAND TRUST against any claim that might be instituted or loss suffered as a result of any faulty or insufficient information included in any such return or report due to any omission or neglect on my part or that of any other trustee. I undertake to report in full and timeously To MAITLAND TRUST with regard to any action executed by myself or any other trustee in respect of the trust.

Trustee 1	Witness
Trustee 2	Witness
Trustee 3	Witness
Trustee 4	Witness
Maitland Trust employee/broker/marketer/consultant	Date

REGULATORY DOCUMENTATION REQUIRED

- All documents required in terms of the Financial Intelligence Centre Act and Maitland In-house Client Identification Requirements, e.g.:

  - Certified copies of ID (donor, trustees and beneficiaries)
  - Proof of residential address (donor, trustees and beneficiaries)
  - All statutory documentation pertaining to any registered entity, forming part of this agreement
  - Certified copies of ID (directors, members, partners and shareholders)
  - Proof of residential address (directors and shareholders)

INTERESTS

This section is for office use only, and intended to assist us in getting to know our client. Please complete this form for the donor, all trustees and all beneficiaries.

Hobbies and Interests

- DONOR ☐
- TRUSTEE ☐
- BENEFICIARY ☐

Golf	☐	Diving	☐
Tennis	☐	Running/Walking	☐
Health and Wellness	☐	Shopping	☐
Reading	☐	Cycling	☐
Dancing	☐	Rugby	☐
Gym	☐	Cricket	☐
Gardening	☐	Crafts/art	☐
Travelling	☐		

Other (please specify): ....

DATE OF BIRTH: ....

ANNIVERSARY (where applicable): ....

Annexure A

International Trustee Services – Schedule of Minimum Standard Fees and Charges

Minimum Initial or Trust Acceptance Fee

This is the minimum fee for the preparation of standard Maitland documentation and acceptance of initial trust assets. It includes compliance with Statutory Regulations, in terms of which Maitland is required to obtain and retain on record documentary evidence of the identity of their clients. It also covers Maitland's fees for obtaining information relating to any corporate entities to which Maitland is required to provide services.	N/A

Trust Formation Fee

Fee for the drafting and the registration of the trust deed.	R5,700

Minimum Annual Trustee or Co-Trustee Fee

The annual trustee fee is a non-refundable responsibility fee for the provision of a trustee. The level or fee is calculated on several factors including value of underlying assets and the complexity of the trust. The fee is charged annually in advance.	R2,000

Administration Fees

Administration fees are additional to Annual fees above and are normally charged quarterly in arrears. The services include all bookkeeping, accounting, opening and maintaining bank accounts, meetings, preparation of documentation, communications, and management of trust assets, together with ongoing compliance with relevant statutory regulations.	From R20,000

Tax Fees

The tax fee includes registration of the trust for tax purposes, the preparation of the trust's annual tax return and submission thereof.	From R2,000

Accounting Fees

Accounting fees are charged for the drafting and preparation of Annual Financial Statements.	From R6,000

Notes

The above fees are only provided as a guide and are not intended to represent actual fees. Fee quotes are provided on request. All fees and charges may be subject to VAT where applicable and all fees are subject to review at the end of the trusts' financial year, based on the level of activity in the Trust. Fees effective from 1 January 2008.

Contacts:

Celeste Cross
celeste.cross@maitlandgroup.com
Tel: +27 11 530-8432

Tanya Linington
tanya.linington@maitlandgroup.com
Tel: +27 11 530-8411

Cathy Morris
cathy.morris@maitlandgroup.com
Tel: +27 11 530-8439

NEW TRUST QUESTIONNAIRE

[redacted]
Name
Code

[redacted]
Name
Broker code
Region
Site code

[redacted]
Name
Region
Site code
Broker code

[redacted]
THE MBUSO DLAMINI FAMILY TRUST

[redacted]

[redacted]
EPHRAIM MBUSO DLAMINI

[redacted]
5610185771087

TRUSTEE 1

[redacted]
EPHRAIM MBUSO DLAMINI

[redacted]
5610185771087

[redacted]
39 CARLSWALD CLOSE, HALFWAY GARDENS, MIDRAND. SOUTH AFRICA. CNR HARRY GALAUN + LE ROUX STREET.

[redacted]
011-3156945

[redacted]
011-8834347

[redacted]
P.O. BOX 651922, BENMORE. 2010

[redacted]
NO

[redacted]
0754/506/84/8

TRUSTEE 2

[redacted]
PHILIPPA MARY STRATEN

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

TRUSTEE 3

[redacted]

N/A

[redacted]

AUDITOR/ACCOUNTANT (Only for inter vivos trusts)

[redacted]

WILL BE APPOINTED BY EPHRAIM MBUSO DLAMINI AS

[redacted]

SOON AS THE TRUST HAS BEEN REGISTERED.

BENEFICIARIES (Please indicate whether capital or income beneficiary)

[redacted]

EPHRAIM MBUSO DLAMINI (CAP & INC) 5610185771087

[redacted]

AYABONGA SANDZISWA DLAMINI (CAP & INC) 0401180330086

[redacted]

ALWANDZE SIBUSISIWE NOMKHOSI DLAMINI (CAP + INC) 0802140596084

[redacted]

ALTERNATIVE BENEFICIARIES

[redacted]

NONE

DEATH OF ALL CAPITAL BENEFICIARIES

[redacted]

~~[illegible]~~ M. AYABONGA SANDZISWA DLAMINI AND ALWANDZE SIBUSISIWE NOMKHOSI DLAMINI ONLY

NOMINATE THE AGE AT WHICH THE TRUST MAY TERMINATE IN RESPECT OF A CAPITAL BENEFICIARY

21 | 25 | ~~OTHER~~

OR AT THE AGE OF SIXTEEN YEARS

[redacted]

AYABONGA SANDZISWA DLAMINI TURNS 22 YEARS.

[redacted]

TESTAMENTARY POWERS (Power to appoint trustees)

[redacted] YES [redacted] NO [redacted] NO

NAME OF TRUSTEE TO BE INCLUDED IN MAJORITY WHEN DECISIONS ARE MADE (negative veto)

EPHRAIM MBUSO DLAMINI and after his/her death AYABONGA SANDZISWA DLAMINI OR MAITLAND IF LESS THAN 18 YEARS

BANKING DETAILS OF TRUST (Only for inter Vivos Trusts)

[redacted]

BANK ACCOUNT WILL BE OPENED BY EPHRAIM MBUSO

[redacted]

DLAMINI AS SOON AS THE TRUST IS REGISTERED

WHICH ASSETS ARE TO BE TRANSFERRED TO THE TRUST? (Attach documentation, if available)

[redacted]

NONE.

[redacted]

NONE

[redacted]

NONE

[redacted]

NONE

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EPHRAIM MBUSO DLAMINI

Trustee 1 | Witness

Trustee 2 | Witness

Trustee 3 | Witness

Trustee 4 | Witness

PHILIPPA MARY STRATEN

Maitland Trust employee/broker/marketer/consultant | Date

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  - Proof of residential address (directors and shareholders)

18

Trust and Corporate Services
Asset Management
Fund Services
Legal Advisory

Maitland

4 March 2008

Maitland Trust Limited
1st Floor 32 Fricker Road
Illovo 2196
South Africa

Postal:
PO Box 781396
Sandton 2146
South Africa

D +27 (0) 11 530 8432
T +27 (0) 11 530 8460
F +27 (0) 11 530 8470
celeste.cross@maitlandgroup.com

Attention: Mr Mbuso Dlamini
Email: mbuso.dlamini@palacegroup.co.za

Your ref: T Linington
Our ref: M Dlamini

Dear Mr Dlamini

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2.1.6 advising you on the structuring of your estate with regard to your personal circumstances and assets.

3. NEW TRUST QUESTIONNAIRE

3.1 To ensure that we have all the relevant information in relation to the administration of the Trusts, we enclose herewith our New Trust Questionnaire for completion on behalf of the Trust. Please complete this as far as possible. We will arrange a meeting to determine the best way to proceed and can assist you with any questions you may have in this regard. Please note that we require cleared funds on acceptance of this agreement, as we are not permitted to incur any expenses or make any payment in the course of providing the administration services, unless we have received sufficient funds in advance.

3.2 We may occasionally have to instruct legal and professional advisors, and should this become necessary, you will be advised accordingly. Please take note that any such costs incurred will be in addition to our standard fees and charges, and will require settlement upon receipt of an invoice.

4. REGULATORY "KNOW YOUR CLIENT" DUE DILIGENCE

4.1 In order to comply with Statutory Regulations, we are required to obtain and retain on record documentary evidence of the identity of our clients, as well as information relating to any corporate entities to which our clients may wish us to provide services (included in our "New Trust Questionnaire").

4.2 We require you to undertake to inform us, as a matter of priority, of any changes to the above information, such as a change in contact details, change of name, change of address, and so forth.

4.3 We appreciate that this entails a lot of paper work and would be glad to provide assistance and guidance if there are any questions.

5. OUR SERVICES AS TRUSTEE AND ADMINISTRATOR

5.1 Our services, *inter alia*, will include the following:

5.1.1 opening trust bank accounts. We will provide you with the necessary passwords and access codes to enable you to view these accounts electronically, and to keep track of how the Trusts' funds are being utilised, although you will not be able to transact on the accounts;

5.1.2 organising and attending regular Trustee meetings;

5.1.3 finalising agendas and minutes of Trustee meetings;

5.1.4 keeping and maintaining proper records of the minutes of the meetings, resolutions passed, the Letters of Authority and the Deed of Trust;

5.1.5 reporting to co-trustees and where required, to the Trusts' beneficiaries;

5.1.6 completing and lodging tax returns on behalf of the Trust;

5.1.7 complying with the Master of the High Court's ("the Master") requirements and attending to all issues surrounding this;

5.1.8 liaising with portfolio managers; and

5.1.9 preparing and drafting annual financial statements for the Trust.

5.2 We will furthermore attend to the following:

5.2.1 obtain letters of authority from the Master in terms of which the Trustees are appointed to act as such;

5.2.2 assist with the transfer of assets to the Trust;

5.2.3 register the Trust as a taxable entity with the South African Revenue Authorities.

6. DRAFTING OF A NEW WILL

6.1 We will draft a new will for you that is appropriate for your current circumstances.

7. ESTATE STRUCTURING

7.1 We will advise you of appropriate estate structuring with regard to your personal circumstances.

8. OUR FEES

8.1 Our fees are based on the current practice in the South African Trust and legal Industry. Our standard fees for the formation and administration of a trust are attached hereto as Annexure A.

8.2 Additional Fees per Trust:

8.2.1 Estate Planning Fees

Fees to determine appropriate structuring of your estate will be determined on a time spent basis and we estimate this fee to be approximately R12,000.00. The estate planning will include the following:

- A statement of assets liabilities and recommendations regarding the allocation of these assets;
- Estate duty calculations to determine current estate duty and the estate duty savings possible based on our recommendations;
- A review of your current will and recommendations to update this;

- A capital sufficiency analysis of your current estate; and
- An analysis of your current insurance policies and recommendations to determine whether these are appropriate.

8.3 Value Added Tax (VAT) will be added to all invoices at the prevailing rate from time to time, currently 14%.

8.4 Our standard fees are subject to an annual increase and an appropriate annual increase will be negotiated, based on the level of activity in the Trust.

9. ADDITIONAL TRUST ADVISORY SERVICES

9.1 Maitland also offers personal tax compliance services, which you may wish to consider.

10. INFORMATION AND CONFIDENTIALITY

10.1 All information will be kept confidential at all times and will not be disclosed to third parties, except as provided herein, or as otherwise authorised by you (whether specifically or by implication), by law or any regulatory or government authority, or any compliance rules applicable to Maitland, in which instance Maitland will advise such regulatory or government authority that the information has been provided under obligations of confidentiality and/or privilege and seek to limit the disclosure as far as reasonably possible, whilst still complying.

10.2 Where the professional services Maitland provides to the Trusts involves opening accounts or making other arrangements with other service providers, Maitland may provide such entities with such information as they may require, in order to satisfying their account opening requirements.

10.3 Maitland shall not be required or obliged to take any action which it considers unlawful or improper, or which may cause Maitland or any employee of Maitland to incur any personal liability, and Maitland shall not be liable for any consequences arising from a refusal to take any such action.

10.4 Notwithstanding the generality of the foregoing, Maitland is required to obtain, verify and maintain certain prescribed information relating to all parties to which Maitland directly or indirectly provides professional services (including persons associated with the professional services) and all transactions relating to any assets under its control or administration. Failure by a party to provide information or documentation requested by Maitland may result in the termination of Maitland's professional services and Maitland shall not be held liable for any consequential loss or damage arising from termination of Maitland's services in terms of this clause 10.4.

10.5 Any report, letter, information or advice which Maitland provides, to any person associated with Maitland's professional services or arising therefrom, is proprietary in nature and given in confidence solely for the purposes thereof. Such information is provided on condition that the information will remain confidential and not be disclosed to any third party without Maitland's prior written consent.

11. MONEY HELD BY MAITLAND

11.1 All trusts administered by Maitland are required to have a bank account. Maitland is able to offer this service through the Nedbank Corporate Saver scheme, at competitive rates.

11.2 All monies received by Maitland shall be held in the Trusts' designated bank accounts.

11.3 Maitland shall use all reasonable endeavours to procure that amounts held in trust are interest bearing at reasonably competitive rates of annual interest and Maitland shall, on request, from time to time provide details of such rates.

11.4 Interest earned on monies held in trust shall accrue for the sole benefit of the Trusts.

12. CLIENT COMMUNICATION

12.1 Maitland may communicate by electronic means and emails may be subject to data corruption, delay, non-delivery, interception, unauthorised amendment and the inadvertent transmission of viruses. Unless your client informs Maitland that your client does not wish to communicate by email, Maitland will assume that your client accepts the risks of Maitland communicating in this way.

12.2 Unless otherwise agreed, Maitland will, from time to time, provide the Trustees of the Trusts, as well as, where requested, any other persons associated with the professional services, with periodic statements.

12.3 Statements, notices and correspondence from Maitland are considered to be properly dispatched when sent to the address nominated by such person from time to time in writing, or delivered to such person personally. The date of dispatch shall be presumed to be the date appearing on Maitland's copy of the correspondence.

13. LIEN AND SET-OFF

In addition to any general lien or similar right to which Maitland may be entitled by law, in the event of Maitland incurring an obligation or liability in relation to a particular service, Maitland is hereby irrevocably authorised to combine or consolidate any or all services of any or all of the persons associated with a particular service, and/or to set-off any assets in relation to such service against any obligations and/or liabilities of other services relating to such persons, whether such obligations and liabilities are actual, contingent, several or joint. In the event of any such claims arising, Maitland shall be entitled, in its discretion, to sell, realise and/or otherwise dispose of any asset relating to such services and to apply the proceeds of such sale, disposal or realisation in reduction or discharge of such obligations and/or liabilities; provided always that the Settlor, any co-trustees and other persons effected by this action shall receive at least 5 working days' notice of the implementation of the provisions of this clause 13 by Maitland.

14. INCAPACITY

Maitland is not responsible for any loss or liability resulting from the incapacity of any person acting on behalf of Maitland, as Corporate Trustee, or associated with Maitland's duties and responsibilities, unless written notice was received by Maitland of such incapacity.

15. AMENDMENTS

Maitland reserves the right to make changes to these Terms and Conditions, and its fees from time to time. Notice of such variation will be advised on one month's prior written notice to the Trustees and the Settlor of the Trust, or to any other person associated with the professional services provided by Maitland, by means of a letter or other suitable means of communication.

16. DISCLAIMER

16.1 Maitland does not accept any liability or responsibility for the success or otherwise of any plans undertaken by or on behalf of any person associated advice given by Maitland, and Maitland does not offer any form of assurance that the arrangements suggested or implemented will attain the objectives and advantages intended.

16.2 Maitland will, furthermore, have no liability of any nature, whether in contract, delict or otherwise ("liability"), for any losses, damages, costs or expenses whatsoever and howsoever caused arising from or in any way connected with this engagement ("losses"), except where such losses are caused by its negligence or wilful default.

16.3 In any event, the aggregate liability of Maitland, whether to you or any third party, for any losses shall not exceed five times the total fee charged for this engagement.

16.4 For the avoidance of doubt, nothing in this clause 16 ll have the effect of increasing the liability of Maitland for any losses caused by its gross negligence or wilful default beyond those available under common law, nor will the presence of this clause preclude any defence that would otherwise be available to Maitland.

16.5 Nothing in this letter will exclude or restrict any liability of Maitland for fraud or dishonesty or to the extent that Maitland has acted *ultra vires*.

16.6 Unless and to the extent that Maitland has been finally and judicially determined (including by the conclusion of any appeal) to have acted fraudulently, with wilful default or gross negligence, your client indemnifies and holds harmless Maitland against all actions, claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever caused, arising from or in any way connected with this engagement.

16.7 In this clause 16, "Maitland" refers to all the entities in the Maitland Group, their respective partners, directors and staff, and in all cases any successor or assignee (each an "Indemnified Person") and the provisions of this clause 16 shall apply to each Indemnified Person.

You agree that your client has fully considered the provisions of this clause 6 and all the other provisions of this letter and that same are reasonable, given the nature of this engagement. Should any of the provisions or terms of this clause 6 be considered, or become, invalid, illegal or unenforceable, the remainder of the provisions of this clause 16 shall survive unaffected.

17. LEGAL PRIVILEGE

Communications made in the course of this engagement will not be privileged unless made to an attorney for the purposes of seeking legal advice and/or in respect of pending litigation.

18. TERMINATION

18.1 This agreement may be terminated by either party giving thirty days' written notice to the other party.

18.2 Maitland reserves the right to cease to act as Trustee and/or administrator, or to provide ongoing professional services at any time during the existence of this agreement, provided that such notice is given in accordance with clause 18.1 of this engagement letter, and provided further that Maitland will be entitled to retain all documents relative to this agreement for so long as there is money owing to Maitland in respect of fees, charges and/or disbursements.

19. RETENTION OF DOCUMENTS

Subject always to the provisions of clause 18.2 above, Maitland will, on termination of this agreement, deliver all relevant documents to any nominated third party, and Maitland will facilitate an orderly and uninterrupted provision of services in the best interests of the Trust.

20. DUTIES OF TRUSTEES

20.1 Maitland seeks to provide specialized advice to high net worth individuals and aims to add value to clients' tax, investment and fiduciary requirements. Maitland would like to draw your client's attention to the following:

20.1.1 Care, Diligence and Skill Requirement of Trustees:

The legal standard of care required of a trustee is that of the prudent and careful man, not that of an ordinary man in the management of his own affairs. This is because a trustee is not dealing with his own money, but money which belongs to a trust.

Refer also to Meyerowitz on Administration of Estates and Estate Duty, 2007 Edition, 23.13.

20.1.2 We furthermore refer you to a 2005 decision by the South African Supreme Court of Appeal, where it was decided that there should be a separation between the control of trust assets and the enjoyment thereof. The court stated that this is achievable by insisting on the appointment of an independent outsider as trustee to every trust in which (a) trustees are also beneficiaries of the trust, and (b) beneficiaries are all related to each other. Land and Agricultural Bank of South Africa v Parker and Others, 2005 (2) 77 SCA.

21. ACCEPTANCE OF ENGAGEMENT

21.1 Your continuing instructions will amount to acceptance of these terms. However, we would be grateful if you would sign, date and return to Maitland's offices:

21.1.1 a copy of this engagement letter;

21.1.2 the completed New Trust Questionnaire on behalf of the Trusts;

21.1.3 initial funding to be discussed when we meet to discuss the operation of the Trusts and the fees;

21.1.4 initial funding of R2,000.00 to commence the estate planning exercise; and

21.1.5 certified copies of the documents requested in terms of the New Trust Questionnaire.

In the interim, if you have any further queries, or would like to discuss this proposal in more detail, please do not hesitate to contact the writer hereof.

Yours sincerely

Maitland
15 May 2008

Full names: EPHRAIM MBUSO DLAMINI, ID No 5610185771087.

Date: 24th OCTOBER 2008.

Accepted and agreed:.................................

NEW TRUST QUESTIONNAIRE

LEAD GENERATOR

Name

Code

SOURCE DETAILS (introducer)

Name

Broker code

Region

Site code

REFERRED LEAD

Name

Region

Site code

Broker code

NAME OF TRUST

TYPE OF TRUST

NAME OF FOUNDER

ID/REG NUMBER OF FOUNDER

TRUSTEE 1

NAME

ID NUMBER

HOME ADDRESS

TEL (H)

TEL (W)

POSTAL ADDRESS

IS TRUSTEE AN UNREHABILITATED INSOLVENT?

INCOME TAX REFERENCE NUMBER

TRUSTEE 2

NAME

ID NUMBER

HOME ADDRESS

TEL (H)

TEL (W)

POSTAL ADDRESS

IS TRUSTEE AN UNREHABILITATED INSOLVENT?

INCOME TAX REFERENCE NUMBER

TRUSTEE 3

NAME

IDENTITY NUMBER

HOME ADDRESS

TOWN

CODE

POSTAL ADDRESS

IS TRUSTEE UNREHABILITATED INSOLVENT?

INCOME TAX REFERENCE NUMBER

AUDITOR/ACCOUNTANT (Only for inter vivos trusts)

FULL NAME OF AUDITOR/ACCOUNTANT

NUMBER

NAME AND ADDRESS OF FIRM

BENEFICIARIES (Please indicate whether capital or income beneficiary)

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

ALTERNATIVE BENEFICIARIES

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

NAME

IDENTITY NUMBER

DEATH OF ALL CAPITAL BENEFICIARIES

[redacted]

NOMINATE THE AGE AT WHICH THE TRUST MAY TERMINATE IN RESPECT OF A CAPITAL BENEFICIARY

	21		25		OTHER

OR

[redacted]

TESTAMENTARY POWERS (Power to appoint trustees)

[redacted]

NAME OF TRUSTEE TO BE INCLUDED IN MAJORITY WHEN DECISIONS ARE MADE (negative veto)

and after his/her death

BANKING DETAILS OF TRUST (Only for inter Vivos Trusts)

[redacted]

WHICH ASSETS ARE TO BE TRANSFERRED TO THE TRUST? (Attach documentation, if available)

[redacted]

GENERAL GUIDELINES

Maitland Trust employees/brokers/marketers/consultants must submit proof to the Trust Administration division of all assets which have been or have to be transferred into trusts. Proof of investments must also be submitted.

NEGOTIATED FEES (Inter Vivos Trust)

Negotiated fee – Inter Vivos trust (VAT excluded)

UNDERTAKING AND INDEMNIFICATION (Only for Living Trust)

I, the undersigned, ____________________

Herewith declare as follows:

1. I am familiar with the nature and implications of an inter vivos trust and that

   I am aware that I am, as co-trustee, together with the other co-trustees, of which MAITLAND TRUST is one, responsible for due execution of the provisions of the trust.

2. I take note that:

   - MAITLAND TRUST is nominated as administrative trustee and will thus be responsible for the administration of the trust;
   - MAITLAND TRUST must at all times be a member of the quorum of any trustee meeting and no action of any nature may be executed on behalf of the trustees without the knowledge of MAITLAND TRUST.

3. I am aware that the trust will be registered by MATILAND TRUST at the South African Revenue Service for income tax purposes.

4. I am aware that MAITLAND TRUST WILL, as administrative trustee, be responsible for completing and submitting annual tax returns in respect of the trust as well as reports on the activities of the trustees as might be required under relevant legislation. I indemnify MAITLAND TRUST against any claim that might be instituted or loss suffered as a result of any faulty or insufficient information included in any such return or report due to any omission or neglect on my part or that of any other trustee. I undertake to report in full and timeously To MAITLAND TRUST with regard to any action executed by myself or any other trustee in respect of the trust.

Trustee 1	Witness
Trustee 2	Witness
Trustee 3	Witness
Trustee 4	Witness
Maitland Trust employee/broker/marketer/consultant	Date

REGULATORY DOCUMENTATION REQUIRED

- All documents required in terms of the Financial Intelligence Centre Act and Maitland In-house Client Identification Requirements, e.g.:
  - Certified copies of ID (donor, trustees and beneficiaries)
  - Proof of residential address (donor, trustees and beneficiaries)
  - All statutory documentation pertaining to any registered entity, forming part of this agreement
  - Certified copies of ID (directors, members, partners and shareholders)
  - Proof of residential address (directors and shareholders)

INTERESTS

This section is for office use only, and intended to assist us in getting to know our client. Please complete this form for the donor, all trustees and all beneficiaries.

Hobbies and Interests

DONOR ☐
TRUSTEE ☐
BENEFICIARY ☐

Golf	☐	Diving	☐
Tennis	☐	Running/Walking	☐
Health and Wellness	☐	Shopping	☐
Reading	☐	Cycling	☐
Dancing	☐	Rugby	☐
Gym	☐	Cricket	☐
Gardening	☐	Crafts/art	☐
Travelling	☐		

Other (please specify): ....

DATE OF BIRTH: ....

ANNIVERSARY (where applicable): ....

Annexure A

International Trustee Services – Schedule of Minimum Standard Fees and Charges

Minimum Initial or Trust Acceptance Fee

This is the minimum fee for the preparation of standard Maitland documentation and acceptance of initial trust assets. It includes compliance with Statutory Regulations, in terms of which Maitland is required to obtain and retain on record documentary evidence of the identity of their clients. It also covers Maitland's fees for obtaining information relating to any corporate entities to which Maitland is required to provide services.	N/A

Trust Formation Fee

Fee for the drafting and the registration of the trust deed.	R5,700

Minimum Annual Trustee or Co-Trustee Fee

The annual trustee fee is a non-refundable responsibility fee for the provision of a trustee. The level or fee is calculated on several factors including value of underlying assets and the complexity of the trust. The fee is charged annually in advance.	R2,000

Administration Fees

Administration fees are additional to Annual fees above and are normally charged quarterly in arrears. The services include all bookkeeping, accounting, opening and maintaining bank accounts, meetings, preparation of documentation, communications, and management of trust assets, together with ongoing compliance with relevant statutory regulations.	From R20,000

Tax Fees

The tax fee includes registration of the trust for tax purposes, the preparation of the trust's annual tax return and submission thereof.	From R2,000

Accounting Fees

Accounting fees are charged for the drafting and preparation of Annual Financial Statements.	From R6,000

Notes

The above fees are only provided as a guide and are not intended to represent actual fees. Fee quotes are provided on request. All fees and charges may be subject to VAT where applicable and all fees are subject to review at the end of the trusts' financial year, based on the level of activity in the Trust. Fees effective from 1 January 2008.

Contacts:

Celeste Cross
celeste.cross@maitlandgroup.com
Tel: +27 11 530-8432

Tanya Linington
tanya.linington@maitlandgroup.com
Tel: +27 11 530-8411

Cathy Morris
cathy.morris@maitlandgroup.com
Tel: +27 11 530-8439

NEW TRUST QUESTIONNAIRE

[redacted]

Name

Code

[redacted]

Name

Broker code

Region

Site code

[redacted]

Name

Region

Site code

Broker code

[redacted]

THE MBUSO DLAMINI FAMILY TRUST

[redacted]

EPHRAIM MBUSO DLAMINI

[redacted]

5 6 1 0 1 8 5 7 7 1 0 8 7

TRUSTEE 1

[redacted]

EPHRAIM MBUSO DLAMINI

[redacted]

5 6 1 0 1 8 5 7 7 1 0 8 7

[redacted]

34 CARLSWALD CLOSE, HALFWAY GARDENS, MIDRAND. SOUTH AFRICA. CNR HARRY GALAUN + LE ROUX STREET.

[redacted]

011- 3156945

[redacted]

011-8834347

[redacted]

P.O. BOX 651922, BENMORE. 2010

[redacted]

NO

[redacted]

0754/506/84/8

TRUSTEE 2

[redacted]

PHILIPPA MARY STRATEN

[redacted]

TRUSTEE 3

[redacted]

N/A

AUDITOR/ACCOUNTANT (Only for inter vivos trusts)

[redacted]

WILL BE APPOINTED BY EPHRAIM MBUSO DLAMINI AS

[redacted]

SOON AS THE TRUST HAS BEEN REGISTERED

BENEFICIARIES (Please indicate whether capital or income beneficiary)

[redacted]

EPHRAIM MBUSO DLAMINI (CAP & INC) 5610185771087

[redacted]

AYABONGA SANDZISWA DLAMINI (CAP & INC) 0401180330086

[redacted]

ALWANDZE SIBUSISIWE NOMKHOSI DLAMINI (CAP & INC) 0802140396084

[redacted]

ALTERNATIVE BENEFICIARIES

[redacted]

NONE

[redacted]

DEATH OF ALL CAPITAL BENEFICIARIES

[redacted]

~~[illegible]~~ M. AYABONGA SANDZISWA DLAMINI AND ALWANDZE SIBUSISIWE NOMKHOSI DLAMINI ONLY

NOMINATE THE AGE AT WHICH THE TRUST MAY TERMINATE IN RESPECT OF A CAPITAL BENEFICIARY

21 | 25 | OTHER X

OR AT THE AGE OF SIXTEEN YEARS

[redacted]

AYABONGA SANDZISWA DLAMINI TURNS 22 YEARS.

[redacted]

TESTAMENTARY POWERS (Power to appoint trustees)

[redacted] YES [redacted] NO [redacted] NO

NAME OF TRUSTEE TO BE INCLUDED IN MAJORITY WHEN DECISIONS ARE MADE (negative veto)

EPHRAIM MBUSO DLAMINI and after his/her death AYABONGA SANDZISWA DLAMINI OF MAITLAND IF LESS THAN 18 YEARS

BANKING DETAILS OF TRUST (Only for inter Vivos Trusts)

[redacted]

BANK ACCOUNT WILL BE OPENED BY EPHRAIM MBUSO

[redacted]

DLAMINI AS SOON AS THE TRUST IS REGISTERED

WHICH ASSETS ARE TO BE TRANSFERRED TO THE TRUST? (Attach documentation, if available)

[redacted]

NONE.

[redacted]

NONE

[redacted]

NONE

[redacted]

NONE

GENERAL GUIDELINES

Maitland Trust employees/brokers/marketers/consultants must submit proof to the Trust Administration division of all assets which have been or have to be transferred into trusts. Proof of investments must also be submitted.

NEGOTIATED FEES (Inter Vivos Trust)

Negotiated fee – Inter Vivos trust (VAT excluded)

UNDERTAKING AND INDEMNIFICATION (Only for Living Trust)

I, the undersigned,

Herewith declare as follows:

1. I am familiar with the nature and implications of an inter vivos trust and that

   I am aware that I am, as co-trustee, together with the other co-trustees, of which MAITLAND TRUST is one, responsible for due execution of the provisions of the trust.

2. I take note that:

   - MAITLAND TRUST is nominated as administrative trustee and will thus be responsible for the administration of the trust;
   - MAITLAND TRUST must at all times be a member of the quorum of any trustee meeting and no action of any nature may be executed on behalf of the trustees without the knowledge of MAITLAND TRUST.

3. I am aware that the trust will be registered by MATILAND TRUST at the South African Revenue Service for income tax purposes.

4. I am aware that MAITLAND TRUST WILL, as administrative trustee, be responsible for completing and submitting annual tax returns in respect of the trust as well as reports on the activities of the trustees as might be required under relevent legislation. I indemnify MAITLAND TRUST against any claim that might be instituted or loss suffered as a result of any faulty or insufficient information included in any such return or report due to any omission or neglect on my part or that of any other trustee. I undertake to report in full and timeously To MAITLAND TRUST with regard to any action executed by myself or any other trustee in respect of the trust.

EPHRAIM MBUSO DLAMINI

Trustee 1 — Witness

Trustee 2 — Witness

Trustee 3 — Witness

Trustee 4 — Witness

PHILIPPA MARY STRATEN

Maitland Trust employee/broker/marketer/consultant — Date

REGULATORY DOCUMENTATION REQUIRED

- All documents required in terms of the Financial Intelligence Centre Act and Maitland In-house Client Identification Requirements, e.g.:
  - Certified copies of ID (donor, trustees and beneficiaries)
  - Proof of residential address (donor, trustees and beneficiaries)
  - All statutory documentation pertaining to any registered entity, forming part of this agreement
  - Certified copies of ID (directors, members, partners and shareholders)
  - Proof of residential address (directors and shareholders)

INTERESTS

This section is for office use only, and intended to assist us in getting to know our client. Please complete this form for the donor, all trustees and all beneficiaries.

Hobbies and Interests

DONOR	✓
TRUSTEE	✓
BENEFICIARY	✓

Golf	✓	Diving	☐
Tennis	✓	Running/Walking	☐
Health and Wellness	✓	Shopping	☐
Reading	☐	Cycling	☐
Dancing	☐	Rugby	☐
Gym	☐	Cricket	☐
Gardening	☐	Crafts/art	☐
Travelling	✓		

Other (please specify): Soccer

DATE OF BIRTH: 18th OCTOBER 1956

ANNIVERSARY (where applicable): N/A.

Annexure A

International Trustee Services – Schedule of Minimum Standard Fees and Charges

Minimum Initial or Trust Acceptance Fee

This is the minimum fee for the preparation of standard Maitland documentation and acceptance of initial trust assets. It includes compliance with Statutory Regulations, in terms of which Maitland is required to obtain and retain on record documentary evidence of the identity of their clients. It also covers Maitland's fees for obtaining information relating to any corporate entities to which Maitland is required to provide services.	N/A

Trust Formation Fee

Fee for the drafting and the registration of the trust deed.	R5,700

Minimum Annual Trustee or Co-Trustee Fee

The annual trustee fee is a non-refundable responsibility fee for the provision of a trustee. The level of fee is calculated on several factors including value of underlying assets and the complexity of the trust. The fee is charged annually in advance.	R2,000

Administration Fees

Administration fees are additional to Annual fees above and are normally charged quarterly in arrears. The services include all bookkeeping, accounting, opening and maintaining bank accounts, meetings, preparation of documentation, communications, and management of trust assets, together with ongoing compliance with relevant statutory regulations.	From R20,000

Tax Fees

The tax fee includes registration of the trust for tax purposes, the preparation of the trust's annual tax return and submission thereof.	From R2,000

Accounting Fees

Accounting fees are charged for the drafting and preparation of Annual Financial Statements.	From R6,000

Notes

The above fees are only provided as a guide and are not intended to represent actual fees. Fee quotes are provided on request. All fees and charges may be subject to VAT where applicable and all fees are subject to review at the end of the trusts' financial year, based on the level of activity in the Trust. Fees effective from 1 January 2008.

Contacts:

Celeste Cross
celeste.cross@maitlandgroup.com
Tel: +27 11 530-8432

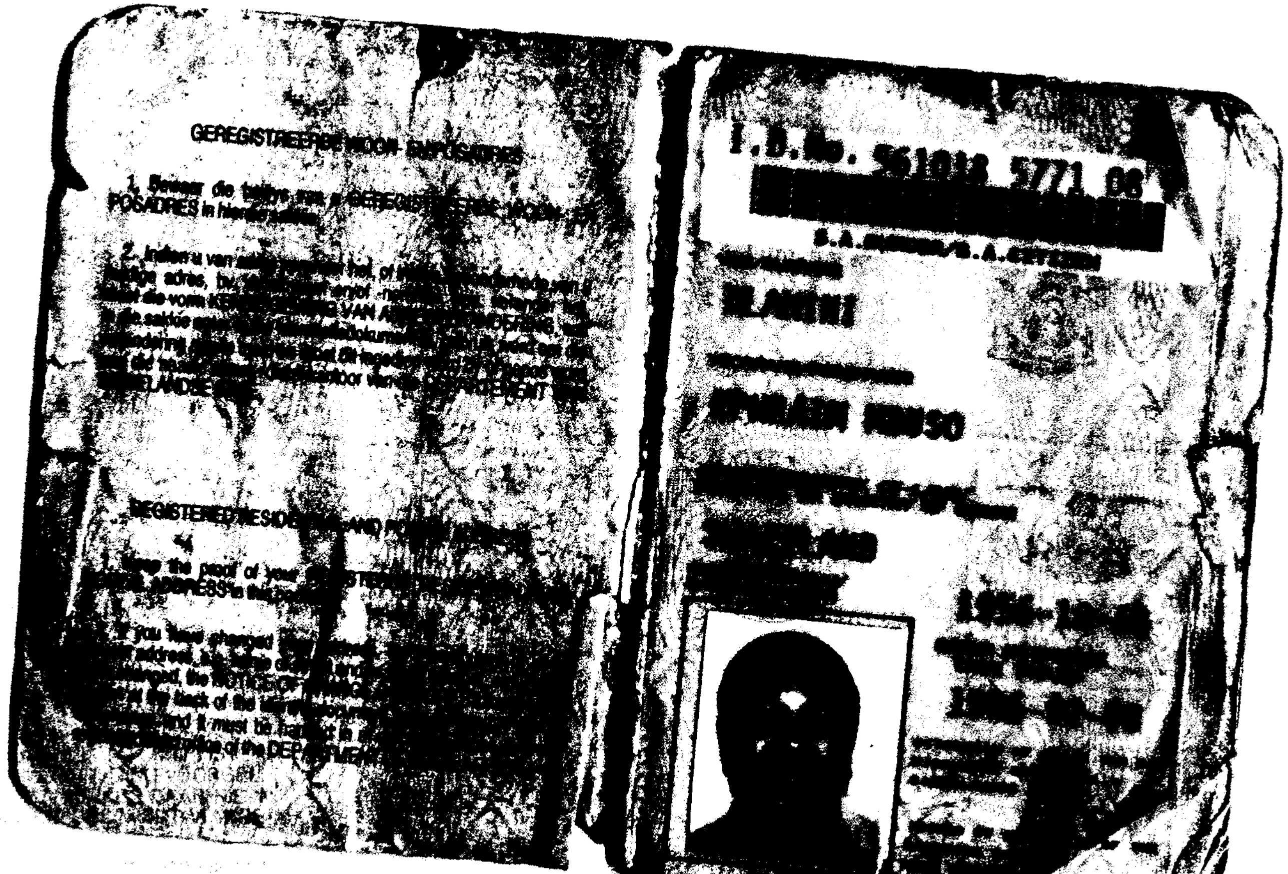
Tanya Linington
tanya.linington@maitlandgroup.com
Tel: +27 11 530-8411

Cathy Morris
cathy.morris@maitlandgroup.com
Tel: +27 11 530-8439

WILL INFORMATION DOCUMENT

Full name of testator:	Ephraim Mbuso Dlamini, id Number 5610185771087
Certified ID and proof of residential address of testator:	Received – with Trusts
Married ICOP, OCOP or unmarried:	Unmarried
Names and ages of children:	1. Palesa Dlamini, ID Number 8609070622089; 2. Sphiwe Mercia Dlamini, ID Number 9601201282080; 3. Ayabonga Sandziswa Dlamini, ID Number 0401180330086; and 4. Alwandze Nomkhosi Sibusisiwe Dlamini, ID Number 0802140896084
Guardians for minor children:	1. Sithenjisiwe Angeline Nana Dlomo (Dr), ~~ID Number 68~~12060476084 ✓ – guardian to ~~Palesa~~, Ayabonga, and Alwandze; and 2. Tsakane Elizabeth Maluleke, ID Number 7212070441088 – guardian to Sphiwe
Legacies (specific items to specific people or entities):	1. Sithenjisiwe Angeline Nana Dlomo (Dr), ID Number 6812060476084 – 39 Carlswald Close, Cnr Harry Galaun & Le Roux Rd, Halfway Gardens. Midrand - house; 2. Palesa Dlamini, ID Number 8609070622089 - 33 Sorrento Complex, Cnr Kelvin & Rivonia Rd, Morningside, Johannesburg – cluster. 3. Sphiwe Mabuza (Mrs) – The smaller of the two farms Mbuso Dlamini owns in Swaziland; 4. A Mbuso Dlamini Education Trust will be formed and enough money transferred to it in order to educate all the children until they complete their university or other studies. This trust will be wound once the last child has completed his / her studies. 5. The remainder of the WILL shall be divided between my only two children Ayabonga and Alwandze equally when Alwandze reaches the age of 21 years old. 6. 7. **lease provide details of any specific items that you would like to leave to specific**

	individuals and provide their full names
Bequests to charities:	None. **Please advise of any bequests you may wish to make to charities. These bequests are deductible for estate duty purposes.**
Balance of the estate:	The remainder / balance of my estate shall be divided between my two children Ayabonga and Alwandze equally when Alwandze reaches the age of 21 years of age. **Please advise who you would like to leave the balance of your estate to. For instance you can leave your entire estate to the Mbuso Dlamini Family Trust, however the beneficiaries are currently limited to you and Ayabonga Sandziswa Dlamini and Alwandze Sibusisiwe Nomkhosi Dlamini, or you can leave the balance of your estate to specific individuals.** **Please note that even if you are currently unmarried, if you are living with someone in a permanent relationship, this person could be regarded as your spouse for estate duty purposes and your estate could be entitled to the deduction from the dutiable estate available for bequests to the surviving spouse.**
Executors :	Maitland Executors
Trustees of any trust created in the will:	Maitland Trustees
Age of beneficiaries:	**21**
Collation :	No
Freedom from effects of marriage and insolvency:	Yes


GEREGISTREERDE WOON- EN POSADRES

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

I.D.No. 561018 5771 08

[redacted]

S.A. BURGER/S.A. CITIZEN

DLAMINI

2007 -08- 07

SUID-AFRIKAANSE POLISIEDIENS
STASIEBEVELVOERDER

2007 -08- 0 7

STATION COMMANDER
SOUTH AFRICAN POLICE SERVICE

NTWANAMBI

0531227A CST

M. NTWANAMBI

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc. have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

1

I.D.No. 561018 5771 08 7

S.A.BURGER/S.A.CITIZEN

VAN/SURNAME

DLAMINI

VOORNAME/FORENAMES

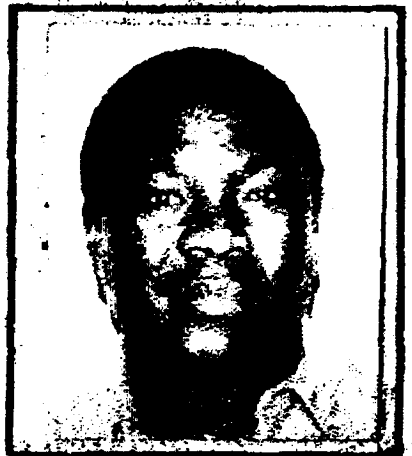
EPHRAIM MBUSO

GEBOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SWAZILAND

GEBOORTEDATUM/
DATE OF BIRTH

1956-10-18



DATUM UITGEREIK
DATE ISSUED

1996-02-08

UITGEREIK OP GESAG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL:
HOME AFFAIRS

(011) 375-5555
(011) 358-3408/9
PO Box 5000
Johannesburg, 2000
joburgconnect@joburg.org.za

a world class African city

TAX INVOICE

VAT NO.: CITY OF JOHANNESBURG: 4760117194
VAT NO.: JOHANNESBURG WATER: 4270191077
VAT NO.: PIKITUP: 4790191292
VAT NO.: CITY POWER: 4710191182

DLAMINI E M
39 CARLSWALD CLOSE CORNER LE ROUX AND HA
RRY GALOUN
HALFWAY GARDENS
1686

Date	2008/09/26
Statement for	SEPTEMBER 2008
Physical Address	39 SHADY LANE
Stand No./Portion	00000530-00039
Township	HALFWAY GARDENS EXT.13

Stand Size	Number of Dwellings	Date of Valuation	Municipal Valuation
495 M^2	1	2007/07/01	Market Value R 1410000.00

Invoice Number: 900082648200809
Client VAT Number:
Next Reading Date:
Deposit: R1000.00

Ac^ount Number: 900082648 (Pin code: 188808)

Previous Account Balance	**-34878.04**
Subtotal	**-34878.04**
Current Charges (see reverse for details)	**1751.45**

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING
0.00	0.00	0.00	0.00		-33126.59

TOTAL DUE	R -33127.00
DUE DATE	2008/10/24

Please note that from 1 July 2008 the electricity tariff will include the 2c/kwh levy for all customers EXCEPT those receiving the life-line tariff.This is being implemented in line with National Treasury requirements. This charge is included in your electricity charge for July but will be reflected on your account from 1 August.

01925ACSINGLE951200809 DAT 13483

Remittance Advice:

This stub must accompany payment, please do not detach if paying at the post office

2008/09/26 DLAMINI E M
900082648 39 SHADY LANE

EasyPay >>>>>> 9 1115 9000 8264 88

Post Office 0146 900082648

ABSA
City of Johannesburg Bank Acc. No: 405 439 8463
Branch Code: 632005
Deposit reference: 900082648

1 1925006747100

R -33127.00
2008/10/24