

**SETTLEMENT AGREEMENT ENVISAGED BY**  
**SECTION 14(3) OF THE RESTITUTION OF LAND RIGHTS ACT**  
**22 OF 1994 AS AMENDED**

1. The parties to this agreement are as follows:
  - 1.1 The Moletele Community, as incorporated in the Moletele Communal Property Association (hereinafter referred to as "Moletele"); and
  - 1.2 The Moletele Communal Property Association duly registered as such in terms of the Communal Property Associations Act 28/1996, registration no. CPA/04/0877/A herein represented by its chairperson Mr. Thandios Mashile duly authorized thereto in terms of a resolution dated 26 June 2010 annexed as Annexure 1 (hereinafter referred to as "the Moletele CPA"); and
  - 1.3 Leadwood Development Company (Pty) Limited Registration No, 2007/012730/07 herein represented by Mr Sven Northard in his capacity as duly authorised agent/official of the company (hereinafter referred to as "Leadwood"), in terms of a written resolution annexed hereto as Annexure 2;
  - 1.4 Welverdiend Farm Portion 6 (Pty) Ltd, registration No. 2003/014685/07, being the owner and developer of the remainder of portion 6 of the Farm Welverdiend 243 KT, known as Khaya Ndlovu, (herein referred to as Welverdiend) and herein represented by Mr. Sven Northard in terms of a written resolution annexed hereto as Annexure 3.
2. The parties record as follows:
  - 2.1 Whereas Leadwood is the registered owner of the property known as  
Remaining Extent of Portion 2 of the farm Happyland No, 241, Registration  
Division K.T., Limpopo Province  
In Extent: 943,5840 (NINE HUNDRED AND FORTY THREE comma FIVE  
EIGHT FOUR ZERO) hectares  
Held in terms of Title Deed T159208/07  
(hereinafter referred to as "the property");
  - 2.2 WHEREAS the Regional Land Claims Commissioner (hereinafter referred to as "RLCC") gazetted a General Notice No. 911 of 2008 (Government Gazette No. 31287 dated 1 August 2008) in terms of Section 11(1) of the Restitution Act and in terms of which notice it is made known that the Moletele has lodged a land

claim on the property, and Leadwood thereafter filed a Notice of Objection to the claim on the property;

- 2.3 Whereas Leadwood filed an application to the Development Tribunal in terms of the Development Facilitation Act for the establishment of a land development area on the property;
- 2.4 Whereas the Moletele CPA filed an objection to this application by Leadwood;
- 2.5 Whereas the property is situated within the Municipal edge within the area of jurisdiction of the Maruleng Municipality and has been earmarked by this Municipality for future development;
- 2.6 Whereas the parties negotiated a settlement of all disputes between them and are now ad idem as to how the claim of Moletele should be finalized.
- 2.7 Whereas the parties also wish to settle all outstanding disputes in respect of an associated development known as Welverdiend, situated on the remainder of portion 6 of the farm Welverdiend 243 KT (included in all references to the property/ies, as appropriate).

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 3.1 Leadwood concedes all elements of the merits of the land claim instituted by Moletele and members of the community in terms of the Land Restitution Act, 22 of 1994 over the property as published in Government Gazette No 31287 of 1 August 2008 (GN 911 of 2008) and hereby withdraws its objection thereto;
- 3.2 The Moletele CPA acknowledges that the land in question (Leadwood) is needed for development within the Hoedspruit area and that such development will result in the land not being restorable;
- 3.3 Moletele CPA withdraws its objection to the development and waives its claim for restoration of their rights in the property and opts for alternative equitable redress.
- 3.4 In order to assist the Moletele CPA to advance the residential component of the land claim and in general to assist ordinary workers to access housing in the Hoedspruit area, the parties agree as follows subject to the approval of the land development application:
  - 3.4.1 The Moletele CPA and Leadwood shall establish a housing trust, to be known as The Moletele Hoedspruit Housing Trust. The trust shall have at least five trustees, three nominees of Moletele CPA and two nominees of Leadwood, and such



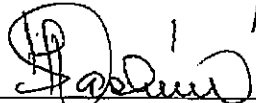
housing trust shall be chaired by one of the Moletele CPA nominees. The trust deed may provide for more trustees, if so agreed between Moletele CPA and Leadwood.

- 3.4.2 Leadwood shall contribute an amount of Three Million Rands (R3m) into the banking account of the aforesaid Housing Trust as soon as the trust is registered and has opened a banking account;
- 3.4.3 Leadwood shall transfer ownership of two stands within the Leadwood Development Project, to the aforesaid Housing Trust, which stands shall suitably be selected by representatives of Moletele CPA. It is recorded that the aforesaid stands measure one (1) hectare each. Such taxes and duties as are payable to the government upon the transfer of the two stands shall be for the account of the aforesaid Housing Trust. Leadwood will bear the legal costs of transfer.
- 3.4.4 The aforesaid assets of the Housing Trust shall be for the exclusive use and benefit of the Moletele Community and other members of the Hoedspruit community who cannot afford housing.
- 3.5 The Moletele CPA therefore withdraws its opposition to Leadwood's land development application presently serving before the Development Facilitation Tribunal of Limpopo Province and supports the approval.
- 3.6 The Moletele CPA consents to Leadwood's application of amendment of the original development application, to include nine (9) additional stands within the same development project, without any extension and/or addition to the size of the land concerned.
- 3.7 Furthermore, the parties settle the Moletele's land claim in respect of the Welverdiend development on the remainder of portion 6 of the farm Welverdiend 243 KT, as follows:
  - 3.7.1 Welverdiend concedes all elements of the merits of the land claim instituted by the Moletele in terms of the Restitution of Land Rights Act 22 of 1994, as published in Government Gazette No 31287 of 1 August 2008 (GN 911 of 2008).
  - 3.7.2 The Moletele CPA concedes that restoration of the Welverdiend land is not feasible and will formally indicate as such to Regional Land Claims Commissioner for Limpopo and will ensure that the property and any future subdivisions are excluded from restoration by publication of the details of this agreement in the Government Gazette.
- 3.8 The costs of establishing and registering the aforesaid housing trust, shall be borne by Leadwood and shall be repaid by the trust as a first charge against the trust. The Moletele CPA and Leadwood shall reach agreement on the attorneys to be appointed for the establishment and registration of the trust. Leadwood shall pay an amount of R 75 000-00 (seventy five thousand) to the attorneys of the CPA


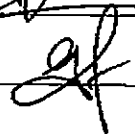
as a contribution to the legal costs in respect of this settlement. The trust shall pay a similar amount once established.

3.9 This agreement shall be made an order of court of the Land Claims Court as soon as the land claim is formally referred to the court and all content shall be published in an appropriate form in the Government Gazette.

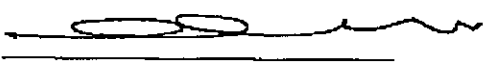
THUS SIGNED at Hoerspruit on the 24<sup>th</sup> day of / July 2010

  
Mr T MASHILE  
obo MOLETELE CPA

WITNESSES:

1.   
2. 

THUS SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2010

  
Mr S NORTHARD  
Obo LEADWOOD & WELVERDIEND

WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_