



EXHIBIT X4

STATEMENT OF IQBAL MEER SHARMA IN RESPONSE TO ALLEGATIONS IN THE STATEMENT OF MXOLISI DUKOANA

**IN THE COMMISSION OF STATE CAPTURE
HELD IN JOHANNESBURG**

**STATEMENT IN RESPONSE TO ALLEGATIONS IN THE STATEMENT OF
MXOLISI DUKOANA**

I, the undersigned,

IQBAL MEER SHARMA

do hereby make oath and say as follows:

1. I am a businessman having previously worked in the public sector.
2. The facts herein contained are within my personal knowledge and belief and are both true and correct.
3. The purpose of this affidavit is to deal with the allegations contained in the written statement of Mr Mxolisi Dukoana, the former Member of the Executive Council for Economic Development, Tourism and Environmental Affairs: Provincial Government of the Free State ("*Mr Dukoana*" or "*MEC*").

4. I reserve my right to supplement this statement after Mr Dukoana leads his oral evidence at the inquiry, which I am advised will take place on 5 April 2019.

BACKGROUND

5. During 2010 a tender was issued for a Spatial Development Framework for Matjhabeng.
6. It appeared that there were no suitable responses to the tender and it ultimately did not come to fruition. A copy of the tender document is attached hereto marked "IS1".
7. I accordingly knew that there was need as per the tender specification.
8. During January 2011 or early February 2011 I reached out to Mr Tshepiso Magashule ("Mr T Magashule"), a businessman whom I knew from the Free State, to find out whether he could facilitate a meeting with the MEC (Mr Dukoana) concerning the need identified, and he undertook to assist me.
9. During February 2011 Mr T Magashule, Mr John Thomas ("Mr Thomas") of P3 International ("P3") and I met with the MEC to discuss the ideas that we had and the way forward in relation to a new concept for the lapsed tender.

10. At the meeting Mr Dukoana advised us on the process concerning an unsolicited bid (by virtue of the tender having lapsed) and that it would require Provincial Executive Committee ("*Provincial EXCO*") approval. In the result, we would need to make our presentation to the Provincial EXCO.

11. At the end of the meeting Mr Dukoana instructed Mr Thomas and I to reduce whatever was discussed at the meeting to writing and send him a draft letter containing these issues so that he could peruse it, amend it to his satisfaction and finalise a formal letter.

12. In fact, from time to time Mr Thomas and I made presentations to Mr Dukoana and on each occasion Mr Dukoana requested that all items discussed be reduced to writing and sent to him in the form of a draft letter. In this manner there was no scope for any misunderstanding.

13. We acceded to his requests following each meeting and/or discussion on the understanding that as the MEC he would follow the necessary internal protocols, given the importance of his decisions and the fact that he had an entire team to assist him.

14. It bears emphasis that formulating draft letters of this nature following meetings was also done as a matter of expediency and convenience for all the parties concerned.

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15. On 24 February 2011 I sent Mr T Magashule a draft letter concerning what was discussed at the meeting with the MEC and I asked him to send the letter to the MEC, as was required by him (See annexure "DM7" to Mr Dukoane's statement).
16. The draft letter (Annexure "DM8") is dated 21 February 2011 and states that P3 would prepare the Master Plan Agreement at its expense, which would be completed and delivered within a period of 12 weeks.
17. This was really a road map or put differently a "*Plan to the Master Plan*" which was presented to the Provincial Executive Committee ("*Provincial EXCO*") on 22 June 2011 (unsolicited bid) and was done at the expense of P3. This presentation is at annexure "DM3" of Mr Dukoane's statement.
18. The draft letter of 21 February 2011 (Annexure "DM8") also states that "*P3 will also attach a complete end to end proposal to develop and manage the entire project with a funding solution. If the master plan is properly delivered and found to be acceptable, we would then engage with P3 to discuss a possible engagement on the implementation of the project*".
19. The above quotation from the letter refers to the actual *Master Plan Agreement*, which I will return to later for the sake of chronology.

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20. The presentation which was done at the expense of P3 at annexure "DM8" (Mr Dukoana's statement) is entirely different to the Master Plan and the Government Center's Schematic Design which would cost R140 000 000.

21. A signed version of the draft letter of 21 February 2011 (Annexure "DM8") is attached hereto marked "IS2".

22. After various discussions Mr Dukoana advised Mr Thomas and I that he liked our idea and was willing to proceed with the intended project, which came to be known as the "City for Tomorrow Project".

23. On 9 May 2011 P3 sent the MEC a letter concerning the "Proposal for Development Services for New City in the Province of Free State". In this letter P3 says as follows:

*"Attached to this correspondence is a breakdown of the specific tasks we propose to perform and the estimated cost for each task. We estimate completion of the Master Plan for the New City and the Schematic Design for the Government Center within 6 months at a cost **not to exceed USD \$20 000 000.00**".*

24. USD \$20 000 000.00 at the time equated to R140 000 000.00

25. It bears emphasis that this leg of the Master Plan involved "...professional architects, planners, landscape architects, surveyors, civil and structural



engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers- a large effort by many talented individuals and noteworthy firms, both of local and international reputation".

26.A copy of this letter is attached hereto marked "IS3".

27.During or about June 2011 the MEC sent Nulane and P3, care of Mr Thomas and I, a letter entitled *the City for Tomorrow - the Master Plan and Schematic Design* wherein he, *inter alia*, states as follows:

"It has been estimated that completion of the Project's Master Plan and the Schematic Design for the new Government Center will take approximately six (6) months from the date Nulane Management Services and P3 are authorized to begin work. Nulane Management Services and P3 Africa will be compensated for the preparation of the Master Plan and the Government Center's Schematic Design in the amount of One Hundred and Forty Million Rand (ZAR 140, 000, 000). The Government of the Free State Province will make payment in 6 equal instalments to Nulane Management Services and P3 as the work on the Master Plan and Schematic Design progresses."

28.A copy of this letter is attached hereto marked "IS4".

29.The draft of annexure "IS4" is attached to Mr Dukoana's statement as "DM9".

This too was a draft that was prepared following a meeting with Mr Dukoana.

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30. When comparing annexure "DM9" (the draft sent to Mr Dukoana) to annexure "IS4" (the final version signed off by him) the second last paragraph of the "IS4" is notable since Mr Dukoana amended the letter by adding the following:

"Please note that the payment of the amount of One Hundred and Forty Million Rand (ZAR 140, 000, 000) will be subject to the approval of the proposal by the Free State Provincial Executive Committee and the signing of a contract between the parties. "

31. The presentation at annexure "DM3" to Mr Dukoane's statement was made to the Provincial EXCO on 22 June 2011.

32. On 6 July 2011 I emailed a draft Master Plan Agreement to Mr Dukoana at his request, for consideration by the Provincial Government of the Free State officials, including him. A copy of my email and the draft Master Plan are at annexures "DM4" and "DM5" of Mr Dukoana's statement.

33. The Master Plan Agreement was signed on 5 October 2011, after what we assumed was due consideration and process by the Province, and is attached hereto marked "IS5".

34. On 29 October 2011 I sent Mr Dukoana an email enclosing a draft *Notice to Proceed* letter. My email is at annexure "DM13" of Mr Dukoana's statement.

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35. The Notice to Proceed was an express term of the Master Plan Agreement, in particular clause 1.2.14.

36. Clause 1.2.14 of the Master Plan Agreement states as follows:

" "Notice to Proceed" will mean a written communication, signed by the Free State representative, directing the consortium to cause commencement of the Project as provided in this Agreement and which is delivered to the consortium at the address provided herein by registered mail or email;"

37. I confirm annexure "DM12" of Mr Dukoana's statement as the draft Notice to Proceed sent to him as an attachment to my email aforesaid.

38. The signed version of the Notice to Proceed is attached hereto marked "IS6". This was signed by Dukoana on 3 November 2011.

39. Also in my email of 29 October 2011 I requested a list of participants for the workshop of 15 and 16 November 2011, an express requirement in terms of Annexure A to the Master Plan Agreement.

40. The project did not commence as a result of Mr Dukoana having misrepresented that he had the authority to enter into the Master Plan Agreement on behalf of the Provincial Government.

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41. When comparing pages 17 and 18 of the Master Plan Agreement it is evident that Mr Dukoana signed both as the MEC and as the Head of Department: Provincial Government of the Free State, Department of economic Development, Tourism and Environmental Affairs ("*HOD*").
42. In accordance with clauses 6.2.1 of the Master Plan Agreement, the first tranche of payment from the Provincial Government of the Free State was due within 7 days of the Notice to Proceed and within 7 days of delivery of each monthly milestone as per Annexure A to the agreement.
43. The first monthly milestone was the workshop, which took place on 15 and 16 November 2011, and as such there was compliance from our side in terms of the Master Plan Agreement.
44. However, payment of the first tranche was not made by the Provincial Government of the Free State in breach of the Master Plan Agreement.
45. When the Provincial Government of the Free State was contacted to follow up on payment, the HOD at the time, Mr Ozzie Osman ("*Mr Osman*") alleged that he was unaware of any agreement.
46. Following this on 21 November 2011 I sent the HOD a letter setting out the chronology of events. A copy of this document is attached hereto marked "*IS7*".



47. On 2 January 2012 I addressed an email to both Mr Dukoana and Mr Osman referring to my earlier email of 13 December 2011 wherein they were duly notified to rectify the breach in terms of the Master Plan Agreement within 30 days. The email urged the recipients to treat the matter with the seriousness that it deserved. A copy of this email is attached as annexure "DM14" of Mr Dukoana's statement.

48. Ultimately, the Master Plan Agreement was not adhered to and the project did not proceed as stated.

49. Legal action was not taken against the Provincial Government of the Free State because Mr Dukoana had since ceased to be the MEC and litigation against the State would have been a timely and costly affair.

50. I now proceed to deal with the allegations contained in Mr Dukoana's statement concerning me *seriatim*. To the extent that I do not specifically deal with any allegation therein, same is denied, especially to the extent that such allegation is contrary to what I have stated herein.

AD SERIATIM RESPONSE

AD PARAGRAPH 74

51. I note that the presentation at annexure "DM3" was part of the discovered documents in terms of Mr Dukoana's Anton Pillar application. It is denied that



I was one of the people that Mr Dukoana met at the Gupta compound. In fact, if regard is had to paragraphs 52 to 64 of Mr Dukoana's statement dealing with his attendance at the Gupta compound, there is no mention of me at all. Alleging that I was there appears to be an afterthought.

52.As stated above, I met Mr Dukoana for the first time with Mr T Magashule in February 2011 in the Free State.

AD PARAGRAPH 75 and 76

53.I can neither admit nor deny that Cabinet deliberated on the City for Tomorrow Project on 4 July 2011.

54.I admit that I sent the draft Master Plan Agreement to Mr Dukoana by email on 6 July 2011 at his request as set out above.

AD PARAGRAPHS 77-81; 84 and 85

55.The contents of these paragraphs are denied to the extent that it is at variance with what is stated above.

56.I have explained the context behind annexures "DM 6-14" above.

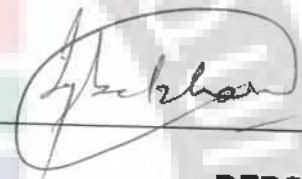
57.It also bears emphasis that Mr Dukoana's signature is appended to almost all the documents attached to this statement; in particular, concerning the Master

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Plan Agreement, which Mr Dukoana claims he refused to sign, he irregularly signed the agreement twice.

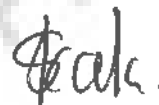
58. It is unfortunate that Mr Dukoana has sought to place an untoward gloss on the facts which is simply not true and is at odds with the objective facts and annexures attached hereto.

59. My rights are reserved in this regard.



DEPONENT

THUS SWORN AND SIGNED ON THIS 3 DAY OF April 2019
BEFORE ME COMMISSIONER OF OATHS, THE DEPONENT HAVING ACKNOWLEDGED
THAT HE/SHE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO
OBJECTION IN TAKING THE OATH AND REGARDS THE OATH AS BINDING ON HIS/HER
CONSCIENCE AFTER COMPLYING WITH THE REQUIREMENTS OF GOVERNMENT
NOTICE R1258, DATED 21 JULY 1972, AS AMENDED.



COMMISSIONER OF OATHS

Full names:

Business address:

Office:

AKA
AYOUB KAKA
ATTORNEY

SABEEHA KAKA
PRACTISING ATTORNEY R.S.A.
COMMISSIONER OF OATHS
182 BARRY HERTZOG AVENUE
GREENSIDE, JOHANNESBURG
TEL: 011 726 1710/11/12/18





MATJHABENG MUNICIPALITY

TENDER NOTICE AND INVITATION TO TENDER PREPARATION OF A SPATIAL DEVELOPMENT FRAMEWORK FOR MATJHABENG

The Matjhabeng Municipality hereby invites tenders from interested parties (suitably qualified service providers) to submit proposals for professional services to assist the Municipality to prepare a Spatial Development Framework for the Matjhabeng Municipal area with the main emphasis to identify areas with economic potential.

Scope of Works will include the following:

The main output of this exercise is a Spatial Development Framework plan for Matjhabeng.

The preparation of the Spatial Development Framework will include inter alia, the following aspects:

The Spatial Development Framework must be completed in phases in order to comply with the applicable legislative requirements.

Interim direction and principles will be set based on existing knowledge and the results of each phase in order to build-up the Spatial Development Framework.

The following phases are proposed:

Phase 1 is an analyses phase which also entails an update of the existing base document. The following aspects need to be researched:

- Strategic Spatial Development Plan of the Municipal area.
- Current Transport routes and their classification.
- Location of Infrastructure both physical and social and their classification.
- Strategic Environmental
- Geotechnical Report (Phase1)

Phase 2 is a strategic phase (Municipal Policy) where the following is proposed:

- The identification of areas for the conservation of the natural and built-up environment, including environmentally sensitive areas, river corridors, areas of biodiversity or with unique ecological processes, heritage resources, high potential agricultural land etc.

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- The identification of areas of future growth and development, that includes the development of the necessary relevant policies in relation to desired future spatial structure.

Phase 3 is the detail phase. This phase will be done if and when specific circumstances demand further investigation and more detailed interventions in a specific area/s. The terms of reference of this phase shall only become clear as the SDF process unfolds.

Methodology

Applicants will be required to provide detailed information regarding the proposed methodology, process and approach towards the different phases of the investigation. There must also be clear time frames provided for each phase of the project.

Required expertise, skills and formal qualifications of team members

The team proposed by the service provider must possess a combination of among others the following specialist skills, qualification and expertise which must be reflected in the company profile to be submitted: Development planning, spatial analysis, economic research, analysis and development, with no less than five years' experience. The provision of proof of previous experience in relation to the preparation of Spatial Development Framework Plans will be essential. Proof must also be submitted that the applicant is an accredited member of a professional association which binds him/her to the relevant ethical/professional codes.

Project duration

The project will be undertaken over a maximum period of 18 months from the date of appointment.

Briefing session

A compulsory briefing session will be held on 19 November 2010 at 10:00: Venue – Department of Local Economic Development Board Room, Fourth floor, 1 Reinet Street, Welkom. Questions of clarifications must be submitted electronically to the contact person identified below by no later than 17 November 2010 (ahead of the briefing session) and answers will be provided during the briefing session.

Enquiries

Technical: Mr. P SEFUTHI at tel: (057) 9164171 or Mr F NIEUWOUDT at tel (057) 9164187 or e-mail: fanien@matjhabeng.co.za

Administrative: Me M BURGER at tel. (057) 9164135 and e-mail: marietjie.burger@matjhabeng.co.za, or Me M MOLOI at tel (057) 9164073 or e-mail millicent.moloi@matjhabeng.co.za. A non-refundable tender deposit of R250.00 (payable in cash or by bank guaranteed cheque made out in favour of the Matjhabeng Municipality") is required on collection of documents. Tender documents will be available and can be collected at Room 425, 1 Reinet Street, Welkom from Monday 15 to 19 November 2010. Tenderers should ensure that tenders are delivered timeously to the correct address. Late tenders will not be accepted for consideration.

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Submission of proposals

The closing date for submission of tenders is 15 December 2010 at 12:00. Tenders, duly completed and sealed in envelopes must be clearly marked:

"Municipal Manager

P O Box 708

WELKOM

9460

TENDER NOTICE: 66/2010 – TENDER: MATJHABENG: COMPILATION OF A SPATIAL DEVELOPMENT FRAMEWORK"

Tenders in sealed envelopes may only be deposited in the Tender Box of Matjhabeng Municipality in the Entrance Hall, Main Building, State Way, Welkom on or before 12:00 on 15 December 2010, whereafter they will be opened in public. Late, faxed and/or e-mailed proposals will not be accepted/considered.

Proposals must be accompanied by: Completed tender documents, a company profile, Curriculum Vitae of proposed members of the team, proof of registration with relevant authorities and a valid Tax Clearance Certificate.

One original hard copy and one duplicate must be submitted. Failure to submit all required documents will lead to disqualification of the tender. No tenders will be considered from persons in the service of the State or any other Governmental body. The Council reserves the right to accept any tender or part thereof and will not be obliged to accept the lowest tender price submitted in a tender or any project cost proposal submitted.

THE PIETERSEN

MUNICIPAL MANAGER

Notice: 76/2010

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Member of the Executive Council
Economic development, Tourism and Environmental Affairs
FREE STATE PROVINCE

February 21, 2011

Mr. John Thomas
P3 Africa (PTY) Ltd.
2725 Riverside Blvd.
Sacramento, CA 95819

RE: THE CITY FOR TOMORROW ("INNOVA")

Dear Mr. Thomas,

Thank you for meeting with us to discuss our vision for the City for Tomorrow project. The purpose of this correspondence is to confirm our discussion and general agreements and to chart a path moving forward.

As you know, we shall endeavor to design and construct a new, high tech city complete with all of the public and private improvements one would expect from a modern, cutting-edge city. This would include schools, parks, hospitals, universities, theatres, libraries, hotels, convention facilities, recreational facilities, and all necessary streets and infrastructure. The public portions of the project will be funded by the Provincial Government of the Free State, South Africa, while the private improvements will be funded through private investment. as we had discussed, crucial to the development of this project will be a suitable Master Plan that gives form and substance to our vision.

P3 Africa has agreed to prepare the Master Plan for the project at its expense. The Master Plan will be completed and delivered to the government of Free State within twelve weeks. P3 will also attach a complete end to end proposal to develop and manage the entire project together with a funding solution. If the master plan is properly delivered and found to be acceptable, we would then engage with P3 to discuss a possible engagement on the implementation of the project.

Thank you for visiting our Province and for your participation in this exciting project.

Kind Regards,

MEC Economic Development,
Tourism and Environmental Affairs
Free State

OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300

Website:
<http://www.dbea.fs.gov.za>

Private Bag X20001
Bloemfontein 9300

e-mail: nonon@dtees.fs.gov.za

Tel. +27 51 400 4904/3/6

Fax. +27 51 400 4709



"IS3"

DEVELOPMENT SERVICES

May 9, 2011

Office of the MEC
 MEC Economic Development
 Tourism and Environmental Affairs
 Mr. M Dukwana
 Markgraaf Street
 Bloemfontain 9300
 Free State
 South Africa

RE: Proposal for Development Services for New City in the Province of Free State

Dear Mr. Dukwana:

P3 International is pleased to submit this proposal for Development Services in regards to the Master Planning and Schematic Design of the new Government Center facility to be located in the newly planned City in the Province of Free State.

Our objective will be two-fold. The first will be to Master Plan the New City, considering such factors as infrastructure, public transportation, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, etc.) all within a local and regional context. Within this Master Plan, we will also develop and refine the site specific planning for the new 160,000m² Government Center to be the catalyst for the new City's overall development.

The second objective will be to concurrently program and design the new Government Center to a point where the design can then be turned over to a local design/build team for implementation.

Our work efforts will include professional architects, planners, landscape architects, surveyors, civil and structural engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers - a large effort by many talented individuals and noteworthy firms, both of local and international reputation.

Attached to this correspondence is a breakdown of the specific tasks we propose to perform and the estimated cost for each task. We estimate completion of the Master Plan for the New City and the Schematic Design for the Government Center within 6 months at a cost not to exceed USD \$20,000,000

P3 International specializes in Public-Private Partnerships with government agencies and alternative delivery of public facilities. Our mission is to plan, design, build, manage and construct facilities that lead the world in cutting edge thinking and quality. We have assembled a highly qualified team to assist in this endeavor with vast experience in master planning on this scale, and the design of governmental facilities.

We are grateful for the opportunity to be involved in this amazing project. We look forward to discussing this proposal with you at your convenience.

Sincerely,

APPROVED


 John Thomas MR.
 P3 International

MR. M DUKWANA

2725 Riverside Blvd., Sacramento, CA 95818 • tel: 916.447.0777 • fax: 916.504.4697 • web: www.p3i.biz



"IS4"

Member of the Executive Council
Economic Development, Tourism and Environmental Affairs
FREE STATE PROVINCE

Mr. Iqbal Sharma and Mr. John Thomas
Nulane Management Services and P3
1st Floor East Wing
11 Alice Lane
Sandton, 2196
South Africa

RE: THE CITY FOR TOMORROW - MASTER PLAN AND SCHEMATIC DESIGN

Dear Mr. Sharma and Thomas:

Based on our prior interactions and your proposals, I am pleased to give Nulane Management Services and P3 a conditional approval to take all necessary and customary steps to prepare a Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

The Government Center is envisioned to be approximately 160,000 square meters in size. As part of this engagement, Nulane Management Services and P3 should also prepare the Schematic Design for the new Government Center. The Schematic Design is intended to be completed to the stage where it can be delivered to a local design/build team for implementation and final completion of all construction documents, plans and specifications.

As part of its work on the Master Plan, Nulane Management Services and P3 will be responsible for engaging and managing all necessary professional architects, planners, landscape architects, surveyors, civil and structural engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers. Those professionals should be provided within the scope of the work being performed by Nulane Management Services and P3 on the Master Plan and the Schematic Design for the new Government Center. Nulane Management Services and P3 will be solely responsible for compensating all firms it hires to work on this matter.

It has been estimated that completion of the Project's Master Plan and the Schematic Design for the new Government Center will take approximately six (6) months from the date Nulane Management Services and P3 are authorized to begin work. Nulane Management Services and P3 Africa will be compensated for the preparation of the Master Plan and the Government Center's Schematic Design in the amount of One Hundred and Forty Million Rand (ZAR 140,000,000). The Government of the Free State Province will

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OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300

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E-mail: nonom@dteea.fs.gov.za

Tel. +27 51 400 4904/3/6

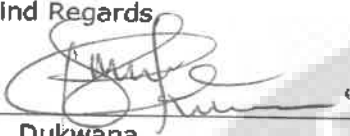
Fax. +27 51 400 4709

make payments in 6 equal installments to Nulane Management Services and P3 as the work on the Master Plan and Schematic Design progresses.

Please note that the payment of the amount of One Hundred and Forty Million Rand (ZAR 140,000,000) will be subject to the approval of the proposal by the Free State Provincial Executive Committee and the signing of a contract between the parties.

We look forward to working with Nulane Management Services and P3 on this Project, subject to your guarantee on provision of funding for the implementation of the project and approval from the Provincial Executive Committee. In this context, I would like to invite you to present your proposal to the EXCO on June 22, 2011 in Bloemfontein.

Kind Regards


M. Dikwana
Office of MEC
Economic Development,
Tourism and Environmental Affairs
Province of Free State



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ISS

MASTER PLAN AGREEMENT

entered into between

**THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING
THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT,
TOURISM AND ENVIRONMENTAL AFFAIRS**

and

THE CONSORTIUM

consisting of:

P3 INTERNATIONAL, LLC

Registration No. 201014610054

a company duly registered in terms of the laws of the State of California,
United States of America

and

**NULANE INVESTMENTS 204 (PROPRIETARY) LIMITED t/a NULANE
MANAGEMENT SERVICES**

Registration No. 2008/020988/07

a company duly registered in terms of the laws of the Republic of South Africa

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WHEREBY IT IS AGREED AS FOLLOWS:**1. INTERPRETATION AND PRELIMINARY**

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and will not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and vice versa; and

1.1.3. natural persons include created entities (corporate or unincorporate) and the state and vice versa;

1.2. the following terms will have the meanings assigned to them hereunder and cognate expressions will have corresponding meanings, namely:

1.2.1. "Agreement" means this master plan agreement;

1.2.2. "Business Day" means any day other than a Saturday, Sunday or official public holiday in South Africa;

1.2.3. "City of Tomorrow" means the "City of Tomorrow", a new city to be designed and built in the Province of the Free State, which new city will include the following elements:

1.2.3.1. general infrastructure;

1.2.3.2. public transportation facilities;

1.2.3.3. housing;

1.2.3.4. medical facilities;

1.2.3.5. high-tech private development;

1.2.3.6. entertainment;

1.2.3.7. public safety;

1.2.3.8. parks; and

1.2.3.9. the Government Centre;

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- 1.2.4. **"Commencement Date"** means a date on which the Consortium commences the Project, being a date not later than 10 (ten) Business Days after the Consortium receives from Free State a written Notice to Proceed;
- 1.2.5. **"Conditions Precedent"** means the conditions precedent set out in clause 3;
- 1.1.1. **"Consortium"** means the unincorporated joint venture between P3 and Nulane;
- 1.2.6. **"Consortium Representative"** means any director of P3 or of Nulane, or any person duly authorised in writing by the management board of P3 and of Nulane to act on behalf of the Consortium under or with respect to this Agreement;
- 1.2.7. **"Construction Funding"** means sufficient funding to undertake the Construction Phase;
- 1.2.8. **"Construction Phase"** means the construction and building of the City of Tomorrow, which construction and building is intended to commence, in whole or in modular part, at a stage after the completion of the Project;
- 1.2.9. **"Event of Default"** means one or more events as defined in clause 11.1 of this Agreement;
- 1.2.10. **"Government Centre"** means the buildings, parking and ancillary grounds and structures intended to house the administrative and office functions of the Matchabeng Municipality, such Government Centre to be approximately 160,000 square metres in size;
- 1.2.11. **"Free State"** means the Provincial Government of the Free State acting through its Departments of Treasury and of Economic Development, Tourism and Environmental Affairs;
- 1.2.12. **"Free State Representative"** means the MEC of Economic Development of Free State, or any other person duly authorised in writing to act on behalf of Free State under or with respect to this Agreement;

Please initial here

M	A	D
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- 1.2.13. **"Master Plan"** means the overall integrated plan for the City of tomorrow and includes, inter alia, the creation of overall infrastructure plans, public transportation facilities, sustainability and integration of services (governmental housing, medical, high-tech private developments, entertainment, public safety, parks etc), in light of local conditions and within the broader regional context including as well a site for a new government center;
- 1.2.14. **"Notice to Proceed"** will mean a written communication, signed by the Free State representative, directing the Consortium to cause commencement of the Project as provided in this Agreement and which is delivered to the Consortium at the address provided herein by registered mail or email;
- 1.2.15. **"Nulane"** means Nulane Investments 204 t/a Nulane Management Services (Proprietary) Limited, a company incorporated under the laws of the South Africa, with registration number 2008/020988/07;
- 1.2.16. **"P3"** means P3 international, LLC, a company incorporated under the laws of the State of California, United States of America, with registration number 201014610054
- 1.2.17. **"PFMA"** means the Public Finance Management Act 1 of 1999;
- 1.2.18. **"Project"** means the commissioning and preparation of:
- 1.2.18.1. the Master Plan; and
- 1.2.18.2. the Schematic Design;
- 1.2.19. **"Schematic Design"** means the schematic designs for the Government Centre, in such form and detail as it can be delivered to a South African design and build team for implementation and final completion of all construction documents, plans and specifications, without major modification;
- 1.2.20. **"Signature Date"** means the date of signature of this Agreement by the party signing last in time;
- 1.2.21. **"South Africa"** means the Republic of South Africa;

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1.2.22. "Term" means the period commencing on the Commencement Date and, unless otherwise provided in this Agreement, terminating on the date 6 (six) months from such date;

1.3. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the Signature Date, and as amended or re enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Agreement are changed, the relevant provision of this Agreement will be read also as if it had been amended as necessary, without the necessity for an actual amendment;

1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of this Agreement;

1.5. when any number of days is prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding Business Day;

1.6. if figures are referred to in numerals and in words and if there is any conflict between the two, the words will prevail;

1.7. expressions defined in this Agreement will bear the same meanings in annexures to this Agreement which do not themselves contain their own conflicting definitions;

1.8. if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;

1.9. the expiration or termination of this Agreement will not affect such of the provisions of this Agreement as expressly provide that they will operate after

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any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.10. the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply;
- 1.11. any reference in this Agreement to a party will include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be;
- 1.12. the words "include", "including" and "in particular" will be construed as being by way of example or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding word/s;
- 1.13. any reference in this Agreement to any other agreement or document will be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.14. the words "other" and "otherwise" will not be construed *eiusdem generis* with any preceding words if a wider construction is possible.

2. RECITALS

- 2.1. Free State desires the commissioning and preparation of the Master Plan and the Schematic Design.
- 2.2. The Consortium has the necessary skills and expertise to undertake the Project.
- 2.3. The parties wish to record their agreement in writing in relation to the appointment by Free State of the Consortium to undertake and deliver the Project.

3. CONDITIONS PRECEDENT

- 3.1. This Agreement, save for the provisions of this clause 3, is subject to the fulfilment of the following suspensive conditions by no later than 31 October 2011 or such later date as may be agreed in writing by the parties prior to such date:

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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

[Handwritten signature]

3.1.1. Free State provides confirmation to the satisfaction of the Consortium that it has authorisation for the execution of this Agreement;

3.1.2. Free State provides confirmation to the satisfaction of the Consortium that, to the extent required, Free State has complied with any and all obligations under or arising out of the PFMA as may be required to implement this Agreement and the Project and to be bound by the provisions of this Agreement;

3.2. The parties will use their reasonable endeavours to procure the fulfilment of the Conditions Precedent.

3.3. Neither party will be liable to the other party for any failure of the fulfilment of the Conditions Precedent.

4. THE CONSORTIUM

It is recorded that the Consortium is a limited purpose unincorporated joint venture comprising the following members:

4.1. P3; and

4.2. Nulane.

5. APPOINTMENT AND WORK SCHEDULE

5.1. Free State hereby appoints the Consortium to undertake the Project in accordance with the terms and conditions of this Agreement, and the Consortium accepts such appointment.

5.2. The Consortium is appointed for a period of 6 (six) months to undertake the Project and will provide the Free State with a planned work schedule for the Project for the 6 (six) month period. This work schedule will further be broken down into monthly deliverables to be presented by the Consortium to the Free State.

5.3. The Project has a defined scope of deliverables. Subject to clause 6.4, however, the Free State and the Consortium may agree changes to the scope of the Project.

5.4. Free State and the Consortium will cooperate at all times in bringing about the timely completion of the Project.

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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

[Handwritten signature]

6. PROJECT COST

6.1. In consideration for the Consortium undertaking and delivering the Project, Free State will pay to the Consortium a fixed amount of R140,000,000 (one hundred and forty million rand) ("**Project Cost**"). This Project Cost corresponds to the defined scope of deliverable for the Project.

6.2. The Project Cost will be paid by Free State to the Consortium, without deduction or set off, as follows:

6.2.1. 5 (five) equal monthly instalments payable by the Free State in advance every month, commencing with the first payment within 7 (seven) days after Free State issues the written Notice to Proceed, and within 7 (seven) days upon delivery of each monthly milestone succeeding the month in which the Commencement Date occurs; (**Annexure A**)

6.2.2. the sixth and final payment ("**Final Payment**") will be paid in arrears 60 (sixty) days after the Consortium has presented its final deliverable to Free State and both parties have signed off on the Project as presented and delivered by the Consortium;

6.3. Each instalment of the Project Cost will be paid by Free State by way of electronic funds transfer into such South African bank account as the Consortium may notify in writing to Free State, from time to time.

6.4. In the event that the Free State requires changes to the scope of the Project, after payment of the Final Payment then such changes will be costed by the Consortium and presented to the Free State for approval and, thereafter, if so approved charged to the Free State as an additional Project Cost on the same payment terms as referred to in clause 6.2 above.




6.5. The Consortium will be solely responsible for engaging, managing and remunerating all third party service providers as may be required by it to undertake and deliver the Project, including:

6.5.1. architects;

6.5.2. planners;

6.5.3. landscape architects;

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- 6.5.4. surveyors;
- 6.5.5. civil and structural engineers;
- 6.5.6. traffic and transportation consultants;
- 6.5.7. sustainability consultants; and
- 6.5.8. geotechnical and environmental engineers.

7. PROJECT TERM

- 7.1. Subject to compliance by Free State with its obligations under this Agreement and to clause 6.2, the Consortium will undertake and deliver the Project within the Term.
- 7.2. The Consortium, in consultation with the Free State, and for just cause may be entitled to extend the Term for successive periods of 1 (one) month each, subject to notice in writing to Free State, and at no additional cost to Free State.

8. WARRANTIES AND REPRESENTATIONS

- 8.1. As from the Signature Date, as the context indicates, the Free State represents and warrants to the Consortium to the best of Free State's knowledge, as follows:
 - 8.1.1. The Free State has the full power and authority to enter into, to execute and to deliver this Agreement, and to perform all of its duties and obligations hereunder, and has duly authorised the execution of this Agreement. The representatives of Free State executing this Agreement are fully authorised to execute the same.
 - 8.1.2. Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach or default (with due notice or the passage of time, or both) of any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms, conditions or provisions of any

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restriction or any agreement or instrument to which Free State is now a party or by which Free State is bound, or constitutes a default under any of the foregoing.

- 8.1.3. Other than the terms of clauses 8.1.2 and 8.1.3 no further consent, permission, authorisation, order or license, or filing or registration with any governmental authority is necessary in connection with the execution and delivery of the Project by the Consortium..

8.2. The Consortium represents and warrants to Free State as follows:

- 8.2.1. The Consortium is a unincorporated joint venture comprising and has the full capabilities, know-how and capacity to deliver on the Project and has the necessary powers to enter into and execute this Agreement.

- 8.2.2. Neither the execution and delivery of this Agreement, nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Consortium is now a party or by which the Consortium is bound, or constitutes a default under any of the foregoing.

- 8.2.3. There is no pending or, to the knowledge of the Consortium, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Consortium to perform its obligations under this Agreement.

9. **DISCLAIMER OF WARRANTIES**

Free State acknowledges the Consortium makes no other warranties except as specifically set forth in this Agreement.

10. **ASSIGNMENT**

- 10.1. This Agreement may not be assigned by Free State.

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- 10.2. The Consortium may assign its right, title and interest in this Agreement, in whole or in part to one or more assignees with the prior written consent of Free State, such consent not to be unreasonably withheld or delayed.

11. EVENTS OF DEFAULT AND REMEDIES

- 11.1. The following will be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" will mean, whenever they are used in this Agreement, any one or more of the following events:

11.1.1. failure by Free State to comply with any of its obligations in this Agreement, for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to Free State by the Consortium, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Consortium will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Free State within the applicable period and diligently pursued until the default is corrected;

11.1.2. failure by the Consortium to comply with any of its obligations in this Agreement for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to the Consortium by Free State, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Free State will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Consortium within the applicable period and diligently pursued until the default is corrected;

11.1.3. prior to completion of Project, either of P3 or Nulane should be found insolvent, or commence or have commenced against it proceedings for liquidation or, if it should make a general assignment for the benefit of its creditors, or if a liquidator should be appointed on account of its insolvency.

- 11.2. In case of an event of Default by a party ("Defaulting Party") under paragraph 11.1 without the same having been timely remedied, the other party may terminate this Agreement in writing and (except as otherwise set forth herein) will have no further obligation to the Defaulting Party under this Agreement and will be entitled to exercise any remedy available to it in law,

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including, without limitation, an action for specific performance and/or an action for damages.

11.3. In no event will either party be entitled to indirect, special or consequential damages.

12. NOTICES AND DOMICILIA

12.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

12.1.1. Free State

12.1.1.1. Physical: 34 Markgraaf Street,
Bloemfontein, 9300

12.1.1.2. Telefax: 051 400 4709

12.1.1.3. Email: nonom@dtcaa.fs.gov.za

12.1.2. The Consortium

12.1.2.1. Physical: 1st Floor East Wing, 11 Alice Lane,
Sandton, 2196

12.1.2.2. Telefax: 0866 727 806

12.1.2.3. Email: iqbal.sharma@issar.co.za

12.2. Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing but it will be competent to give notice by fax or e-mail.

12.3. Any party may, by notice to the other parties, change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or its fax number, provided that the change will become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the other party.

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12.4. Any notice to a party:

12.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* will be deemed to have been received on the day of delivery; or

12.4.2. sent by fax to its chosen fax number stipulated in clause 12.1, will be deemed to have been received on the date of despatch (unless the contrary is proved).

12.5. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13. **SEVERABILITY**

Each phrase, sentence, paragraph and clause in this Agreement is severable the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and if in terms of any judgment or order any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, will nevertheless be and continue to be of full force and effect, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Agreement.

14. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

15. **APPLICABLE LAW**

15.1. This Agreement and all matters or disputes incidental thereto or arising herefrom will, in all respects, be governed by and construed in accordance with the law of the Republic of South Africa, including all matters of construction, validity and performance.

15.2. Subject to clause 16, the parties hereby consent to the non-exclusive jurisdiction of the Free State High Court, Bloemfontein.

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16. ARBITRATION

16.1. Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to:

16.1.1. the interpretation of; or

16.1.2. the carrying into effect of; or

16.1.3. any of the parties' rights and obligations arising from; or

16.1.4. the termination or purported termination of or arising from the termination of; or

16.1.5. the rectification or proposed rectification of

this Agreement, or out of or pursuant to this Agreement, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration.

16.2. That arbitration will be held:

16.2.1. with only the parties and their representatives present thereat;

16.2.2. at Sandton.

16.3. It is the intention that the arbitration will, where possible, be held and concluded within 21 (twenty one) working days after it has been demanded. The parties will use their best endeavours to procure the expeditious completion of the arbitration.

16.4. Save as is expressly provided for in this Agreement to the contrary, the arbitration will be subject to the arbitration legislation for the time being in force in the Republic of South Africa.

16.5. The arbitrator will be an impartial admitted attorney or advocate whether practising or non-practising of not less than 15 (fifteen) years standing, appointed by the parties or, failing Agreement by the parties within 7 (seven) days after the arbitration has been demanded, at the request of either of the parties will be nominated by the President for the time being of the Law Society of the Northern Provinces (or its successor body in Gauteng), whereupon the parties will forthwith appoint such person as the Arbitrator. If

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that person fails or refuses to make the nomination, either party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

- 16.6. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 16.7. The arbitrator will be obliged to give his award in writing, fully supported by reasons.
- 16.8. The provisions of this clause are severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated for any reason.
- 16.9. The arbitrator's award will be final and binding on the parties to the dispute. There will be a right of appeal against any award of the arbitrator provided that:

- 16.9.1. the appeal is noted within 7 (seven) days of the arbitrator's award; and
- 16.9.2. the appellant delivers the record to the respondent within 5 (five) days of the record becoming available to the appellant. The relevant provisions of this arbitration clause will apply *mutatis mutandis* in regard to the appeal.

The appeal will be heard before a panel of 3 (three) arbitrators.

- 16.10. The costs of any venue, arbitrator's remuneration, recording, transcription and other costs and expenses ancillary to the hearing will be borne by the parties in equal shares and will be recoverable, as costs in the cause under the provisions of any award. The parties, together with the arbitrator will agree from time to time on the arbitrator's remuneration, which will be paid by the parties in equal shares, upon receipt of invoices therefor.

17. CONSORTIUM REPRESENTATIVES AND FREE STATE REPRESENTATIVES

Whenever under the provisions of this Agreement the approval of the Consortium or Free State is required, or the Consortium or Free State is required to take some action at the request of the other, such approval or such request will be given for the Consortium by the Consortium's Representative and for Free State by Free State's Representative, and any party hereto will be authorised to rely upon any such approval or request.

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18. FORCE MAJEURE

18.1. If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof will be suspended for the period during which the Interrupting Circumstances prevail, but if they affect any material part of the Agreement for a maximum period of 30 (thirty) days, any affected party will be entitled on 5 (five) days' written notice to cancel this Agreement.

18.2. Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof will be despatched by the party seeking to rely thereon (on whom the onus will rest) to the other/s as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the Interrupting Circumstances will be given by the party who relied thereon within 1 (one) day after such cessation. No party will subsequently be obliged to comply with the obligations suspended during such period. The party whose performance is interrupted by the Interrupting Circumstances will be entitled, provided that such party will give notice to that effect with the written notice of the Interrupting Circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

18.3. For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, government authority or similar authority, (other than the Free State) any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport lockouts, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*.

19. WHOLE AGREEMENT, NO AMENDMENT

19.1. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

19.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other

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document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement will be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made will be strictly construed as relating strictly to the matter in respect whereof it was made or given.

19.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, will operate as an estoppel against any party in respect of its rights under this Agreement, nor will it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

19.4. To the extent permissible by law no party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised officers.

For: **THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Signature:



who warrants that he / she is duly authorised thereto

HEAD OF DEPARTMENT
PROVINCIAL GOVERNMENT OF THE
FREE STATE, DEPARTMENT OF
ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS

Name:

M.A. Dukoana

Date:

5th OCTOBER 2011

Place:

BLOEMFONTEIN

Witness:

Witness:

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For: **THE PROVINCIAL GOVERNMENT OF THE FREE STATE**

Signature: 

who warrants that he / she is duly authorised thereto

MEMBER OF EXECUTIVE COUNCIL
(MEC) FOR ECONOMIC
DEVELOPMENT, TOURISM AND
ENVIRONMENTAL AFFAIRS,
PROVINCIAL GOVERNMENT OF THE
FREE STATE

Name: M. A. DUKOANA

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

Witness: _____

For: **THE CONSORTIUM (represented by P3 INTERNATIONAL, LLC)**

Signature: 

who warrants that he / she is duly authorised thereto

Name: John Thomas

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

Witness: _____

For: **THE CONSORTIUM (represented by NULANE MANAGEMENT SERVICES (PROPRIETARY) LIMITED)**

Signature: 

who warrants that he / she is duly authorised thereto

Name: IQBAL MEER SHARMA

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

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Annexure A**Day Work Stream 1 Scope and Deliverables**

- 0 Visioning Workshop in South Africa**
Regional Analysis
Site Selection
Opportunities and Constraints
Finalize Development Program
Conceptual Master Plan Alternatives
- 30 Workshop 2 - Preferred Concept / Site Selection**
Preferred Master Plan
Preferred Land Use Plan
Open Space and Landscape Plan Concept
Circulation and Transportation Plan
Preliminary Character Images
Preliminary Market Study Analysis
Preliminary Transportation Strategies and Alternatives
Preferred Conceptual Plan
- 60 Workshop 3 - Conceptual Plan Presentation**
Preferred Conceptual Plan
Statistical Land Use Summary
Preliminary Land Use Diagram
Preliminary Open Space and Amenities Diagram
Preliminary Circulation Diagram
Draft Concept Master Plan Report
Draft Concept Master Plan Presentation
Final Concept Master Plan
- 90 Concept Master Plan Presentation**
Final Concept Master Plan Report Production
Site Analysis
Road Hierarchy and Accessibility
Street Sections
Land Use Plan and Statistical Summary
Illustrative Plan
Concept Landscape Design
Phasing Diagram
Preliminary Infrastructure Utilities
Preliminary Security Diagram
Preliminary Branding Concepts and Strategy
Electronic Massing Model
Artist Renderings
Conceptual Development Design Standards
Character Images
Phase 1 Strategic Land Use Plan
Phase 1 Alternative Plans
Develop Site Character Images
- 120 Workshop 4 - Preferred Site Plan and Presentation**
Draft Circulation and Transportation System
Draft Site Design of Government Center
Draft Site Design of Community Facilities and Amenities
Draft Site Design of Plaza/Parks/Public Realm
Draft Site Design of Streetscapes/Sections
- 150 Draft Phase 1 Site Plan Report and Guidelines**
Circulation and Transportation System
Site Design of Government Center
Site Design of Community Facilities and Amenities
Site Design of Plaza/Parks/Public Realm
Site Design of Streetscapes/Sections
- 180 Final Phase 1 Site Plan Report and Guidelines**

Work Stream 2 Scope and Deliverables

- Workshop 1**
Site Visit
Programming Workshop
Development of Finalized Program Brief
Preliminary Design Alternatives
- Workshop 2 - On Site Project Envisioning**
Development of Refined Concept Alternatives
Development of Preferred Alternatives
Development Design Documentation & Report
- Workshop 3 - Concept Design Presentation**
Begin Schematic Design Work
- Site Plans
Floor Plans
Building Elevations
Building Sections
Enlarged Floor Plans
- Reflected Ceiling Plans
Exterior Detailing
Interior Detailing
Door and Window Schedules
Mechanical Piping Plans
Mechanical HVAC Plans
Mechanical Equipment Schedules
Electrical Power Plans
Electrical Lighting Plans
Telecommunication Plans
Electrical Riser Diagrams
Fire Alarm Riser Diagrams
Structural Foundation Plans
Structural Framing Plans
Structural Details
Structural Wall Sections
Stair and Elevator Details
- Workshop 4 - Schematic Design Progress**
Grading and Topographic Plans
Utility Plans
Storm Water Plans
Civil Engineering Details
Landscape Planting Plans
- Irrigation Plans
Planting Schedules
- Schematic Level Performance Specifications
- Workshop 5 - Handoff Meeting of 100% SD**

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Member of the Executive Council
Economic Development, Tourism and Environmental Affairs
FREE STATE PROVINCE

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Mr. Iqbal Sharma and Mr. John Thomas
Nulane Management Services and P3
1st Floor East Wing 11 Alice Lane
Sandton, 2196
South Africa

RE: THE CITY FOR TOMORROW - MASTER PLAN AND SCHEMATIC DESIGN

Dear Mr. Sharma and Mr. Thomas,

Based on our Master Plan Agreement, I am pleased to give Nulane Management Services and P3 the Notice to Proceed with the development of the Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

We look forward to the planning workshop scheduled for November 15 and 16, 2011 and would like to wish you well on this groundbreaking and exciting project.

Kind Regards,

M. Dikwana
MEC: Economic Development, Tourism and
Environmental Affairs Province of Free State

3/11/11

OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300
Website:
<http://www.dtaa.fs.gov.za>

Private Bag X20001
Bloemfontein 9300

e-mail : nonom@dtas.fs.gov.za

Tel. +27 51 401 4904/3/6
Fax. +27 51 401 4709

IS7

Office of HoD
Economic Development,
Tourism and Environmental Affairs
Province of Free State

November 21, 2011

Dear Sir,

Re: City of Tomorrow Project, Free State Province

Please find below a brief chronology of events relating to the afore mentioned project:

1. The engagement between P3/Nulane and the Free State Province is in the context of the tender shown on the next page.
2. The tender had expired by the end of 2010 and no one was awarded the tender.
3. In early February 2011, having read the tender, it was evident to P3/Nulane that the vision of the province to create a new Government Centre with all the requisite services would not be achieved by the process outlined in the tender. P3/Nulane prepared an un-solicited proposal wherein we would undertake a turnkey project to plan, design, build and finance the new city.
4. It was determined that the project would be broken into two phases;
 - a. Master Plan the new city
 - b. Go out on tender for the build and finance component
5. A proposal in this regard was submitted on May 9, 2011 and subsequently we were invited to make a presentation to the Provincial EXCO on June 22, 2011.
6. A Master Plan contract was executed on October 5, 2011 to deliver a comprehensive Master Plan for the city project with clear deliverables.
7. On November 3, 2011 A Notice to Proceed (in terms of the contract) was received.
8. The first Master Plan workshop was conducted November 16/17, 2011

I trust this and the supporting documentation is useful. If you have any further queries, please do not hesitate to contact me at Iqbal.sharma@issar.co.za or on 082-410 3001.

Kind Regards,



Iqbal Meer Sharma
CEO

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MATJHABENG MUNICIPALITY

TENDER NOTICE AND INVITATION TO TENDER

PREPARATION OF A SPATIAL DEVELOPMENT FRAMEWORK FOR MATJHABENG

The Matjhabeng Municipality hereby invites tenders from interested parties (suitably qualified service providers) to submit proposals for professional services to assist the Municipality to prepare a Spatial Development Framework for the Matjhabeng Municipal area with the main emphasis to identify areas with economic potential.

Scope of Works will include the following:

The main output of this exercise is a Spatial Development Framework plan for Matjhabeng.

The preparation of the Spatial Development Framework will include inter alia, the following aspects:

The Spatial Development Framework must be completed in phases in order to comply with the applicable legislative requirements.

Interim direction and principles will be set based on existing knowledge and the results of each phase in order to build-up the Spatial Development Framework.

The following phases are proposed:

Phase 1 is an analyses phase which also entails an update of the existing base document. The following aspects need to be researched:

- Strategic Spatial Development Plan of the Municipal area.
- Current Transport routes and their classification.
- Location of Infrastructure both physical and social and their classification.
- Strategic Environmental
- Geotechnical Report (Phase1)

Phase 2 is a strategic phase (Municipal Policy) where the following is proposed:

- The identification of areas for the conservation of the natural and built-up environment, including environmentally sensitive areas, river corridors, areas of biodiversity or with unique ecological processes, heritage resources, high potential agricultural land etc.

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- The identification of areas of future growth and development, that includes the development of the necessary relevant policies in relation to desired future spatial structure.

Phase 3 is the detail phase. This phase will be done if and when specific circumstances demand further investigation and more detailed interventions in a specific area/s. The terms of reference of this phase shall only become clear as the SDF process unfolds.

Methodology

Applicants will be required to provide detailed information regarding the proposed methodology, process and approach towards the different phases of the investigation. There must also be clear time frames provided for each phase of the project.

Required expertise, skills and formal qualifications of team members

The team proposed by the service provider must possess a combination of among others the following specialist skills, qualification and expertise which must be reflected in the company profile to be submitted: Development planning, spatial analysis, economic research, analysis and development, with no less than five years' experience. The provision of proof of previous experience in relation to the preparation of Spatial Development Framework Plans will be essential. Proof must also be submitted that the applicant is an accredited member of a professional association which binds him/her to the relevant ethical/professional codes.

Project duration

The project will be undertaken over a maximum period of 18 months from the date of appointment.

Briefing session

A compulsory briefing session will be held on 19 November 2010 at 10:00: Venue – Department of Local Economic Development Board Room, Fourth floor, 1 Reinet Street, Welkom. Questions of clarifications must be submitted electronically to the contact person identified below by no later than 17 November 2010 (ahead of the briefing session) and answers will be provided during the briefing session.

Enquiries

Technical: Mr. P SEFUTHI at tel: (057) 9164171 or Mr F NIEUWOUDT at tel (057) 9164187 or e-mail: fanien@matjhabeng.co.za

Administrative: Me M BURGER at tel. (057) 9164135 and e-mail: marietjie.burger@matjhabeng.co.za, or Me M MOLOI at tel (057) 9164073 or e-mail millicent.moloi@matjhabeng.co.za. A non-refundable tender deposit of R250.00 (payable in cash or by bank guaranteed cheque made out in favour of the Matjhabeng Municipality") is required on collection of documents. Tender documents will be available and can be collected at Room 425, 1 Reinet Street, Welkom from Monday 15 to 19 November 2010. Tenderers should ensure that tenders are delivered timeously to the correct address. Late tenders will not be accepted for consideration.

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Submission of proposals

The closing date for submission of tenders is 15 December 2010 at 12:00. Tenders, duly completed and sealed in envelopes must be clearly marked:

"Municipal Manager

P O Box 708

WELKOM

9460

TENDER NOTICE: 66/2010 – TENDER: MATJHABENG: COMPILATION OF A SPATIAL DEVELOPMENT FRAMEWORK"

Tenders in sealed envelopes may only be deposited in the Tender Box of Matjhabeng Municipality in the Entrance Hall, Main Building, State Way, Welkom on or before 12:00 on 15 December 2010, whereafter they will be opened in public. Late, faxed and/or e-mailed proposals will not be accepted/considered.

Proposals must be accompanied by: Completed tender documents, a company profile, Curriculum Vitae of proposed members of the team, proof of registration with relevant authorities and a valid Tax Clearance Certificate.

One original hard copy and one duplicate must be submitted. Failure to submit all required documents will lead to disqualification of the tender. No tenders will be considered from persons in the service of the State or any other Governmental body. The Council reserves the right to accept any tender or part thereof and will not be obliged to accept the lowest tender price submitted in a tender or any project cost proposal submitted.

THE PIETERSEN

MUNICIPAL MANAGER

Notice: 76/2010

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Member of the Executive Council
Economic development, Tourism and Environmental Affairs
FREE STATE PROVINCE

February 21, 2011

Mr. John Thomas
P3 Africa (PTY) Ltd.
2725 Riverside Blvd.
Sacramento, CA 95819

RE: THE CITY FOR TOMORROW ("INNOVA")

Dear Mr. Thomas,

Thank you for meeting with us to discuss our vision for the City for Tomorrow project. The purpose of this correspondence is to confirm our discussion and general agreements and to chart a path moving forward.

As you know, we shall endeavor to design and construct a new, high tech city complete with all of the public and private improvements one would expect from a modern, cutting-edge city. This would include schools, parks, hospitals, universities, theatres, libraries, hotels, convention facilities, recreational facilities, and all necessary streets and infrastructure. The public portions of the project will be funded by the Provincial Government of the Free State, South Africa, while the private improvements will be funded through private investment. As we had discussed, crucial to the development of this project will be a suitable Master Plan that gives form and substance to our vision.

P3 Africa has agreed to prepare the Master Plan for the project at its expense. The Master Plan will be completed and delivered to the government of Free State within twelve weeks. P3 will also attach a complete end to end proposal to develop and manage the entire project together with a funding solution. If the master plan is properly delivered and found to be acceptable, we would then engage with P3 to discuss a possible engagement on the implementation of the project.

Thank you for visiting our Province and for your participation in this exciting project.

Kind Regards,

MEC Economic Development,
Tourism and Environmental Affairs
Free State

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OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300

Website:
<http://www.dtees.fs.gov.za>

Private Bag X20801
Bloemfontein 9300

e-mail : nonom@dtees.fs.gov.za

Tel. +27 51 400 4904/3/6
Fax. +27 51 400 4709



DEVELOPMENT SERVICES

May 9, 2011

Office of the MEC
MEC Economic Development
Tourism and Environmental Affairs
Mr. M Dukwana
Markgraaf Street
Bloemfontain 9300
Free State
South Africa

RE: Proposal for Development Services for New City in the Province of Free State

Dear Mr. Dukwana:

P3 International is pleased to submit this proposal for Development Services in regards to the Master Planning and Schematic Design of the new Government Center facility to be located in the newly planned City in the Province of Free State.

Our objective will be two-fold. The first will be to Master Plan the New City, considering such factors as infrastructure, public transportation, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, etc.) all within a local and regional context. Within this Master Plan, we will also develop and refine the site specific planning for the new 160,000m² Government Center to be the catalyst for the new City's overall development.

The second objective will be to concurrently program and design the new Government Center to a point where the design can then be turned over to a local design/build team for implementation.

Our work efforts will include professional architects, planners, landscape architects, surveyors, civil and structural engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers - a large effort by many talented individuals and noteworthy firms, both of local and international reputation.

Attached to this correspondence is a breakdown of the specific tasks we propose to perform and the estimated cost for each task. We estimate completion of the Master Plan for the New City and the Schematic Design for the Government Center within 6 months at a cost not to exceed USD \$20,000,000

P3 International specializes in Public-Private Partnerships with government agencies and alternative delivery of public facilities. Our mission is to plan, design, build, manage and construct facilities that lead the world in cutting edge thinking and quality. We have assembled a highly qualified team to assist in this endeavor with vast experience in master planning on this scale, and the design of governmental facilities.

We are grateful for the opportunity to be involved in this amazing project. We look forward to discussing this proposal with you at your convenience.

Sincerely,


John Thomas MR.
P3 International

APPROVED

MR. M DUKWANA

2725 Riverside Blvd., Sacramento, CA 95818 • tel: 916.447.0777 • fax: 916.504.4697 • web: www.p3i.biz

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Member of the Executive Council
Economic Development, Tourism and Environmental Affairs
FREE STATE PROVINCE

Mr. Iqbal Sharma and Mr. John Thomas
Nulane Management Services and P3
1st Floor East Wing
11 Alice Lane
Sandton, 2196
South Africa

RE: THE CITY FOR TOMORROW - MASTER PLAN AND SCHEMATIC DESIGN

Dear Mr. Sharma and Thomas:

Based on our prior interactions and your proposals, I am pleased to give Nulane Management Services and P3 a conditional approval to take all necessary and customary steps to prepare a Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

The Government Center is envisioned to be approximately 160,000 square meters in size. As part of this engagement, Nulane Management Services and P3 should also prepare the Schematic Design for the new Government Center. The Schematic Design is intended to be completed to the stage where it can be delivered to a local design/build team for implementation and final completion of all construction documents, plans and specifications.

As part of its work on the Master Plan, Nulane Management Services and P3 will be responsible for engaging and managing all necessary professional architects, planners, landscape architects, surveyors, civil and structural engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers. Those professionals should be provided within the scope of the work being performed by Nulane Management Services and P3 on the Master Plan and the Schematic Design for the new Government Center. Nulane Management Services and P3 will be solely responsible for compensating all firms it hires to work on this matter.

It has been estimated that completion of the Project's Master Plan and the Schematic Design for the new Government Center will take approximately six (6) months from the date Nulane Management Services and P3 are authorized to begin work. Nulane Management Services and P3 Africa will be compensated for the preparation of the Master Plan and the Government Center's Schematic Design in the amount of One Hundred and Forty Million Rand (ZAR 140,000,000). The Government of the Free State Province will

Handwritten signature and initials

OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300

Website:
<http://www.dteea.fs.gov.za>

Private Bag X20801
Bloemfontein 9300

E-mail: nonom@dteea.fs.gov.za

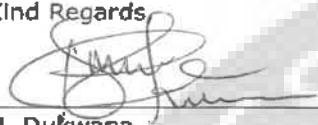
Tel. +27 51 400 4904/3/6
Fax. +27 51 400 4709

make payments in 6 equal installments to Nulane Management Services and P3 as the work on the Master Plan and Schematic Design progresses.

Please note that the payment of the amount of One Hundred and Forty Million Rand (ZAR 140,000,000) will be subject to the approval of the proposal by the Free State Provincial Executive Committee and the signing of a contract between the parties.

We look forward to working with Nulane Management Services and P3 on this Project, subject to your guarantee on provision of funding for the implementation of the project and approval from the Provincial Executive Committee. In this context, I would like to invite you to present your proposal to the EXCO on June 22, 2011 in Bloemfontein.

Kind Regards,


M. Dukwana
Office of MEC
Economic Development,
Tourism and Environmental Affairs
Province of Free State



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MASTER PLAN AGREEMENT

entered into between

**THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING
THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT,
TOURISM AND ENVIRONMENTAL AFFAIRS**

and

THE CONSORTIUM

consisting of:

P3 INTERNATIONAL, LLC

Registration No. 201014610054

a company duly registered in terms of the laws of the State of California,
United States of America

and

**NULANE INVESTMENTS 204 (PROPRIETARY) LIMITED t/a NULANE
MANAGEMENT SERVICES**

Registration No. 2008/020988/07

a company duly registered in terms of the laws of the Republic of South Africa

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WHEREBY IT IS AGREED AS FOLLOWS:**1. INTERPRETATION AND PRELIMINARY**

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and will not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and vice versa; and

1.1.3. natural persons include created entities (corporate or unincorporate) and the state and vice versa;

1.2. the following terms will have the meanings assigned to them hereunder and cognate expressions will have corresponding meanings, namely:

1.2.1. "Agreement" means this master plan agreement;

1.2.2. "Business Day" means any day other than a Saturday, Sunday or official public holiday in South Africa;

1.2.3. "City of Tomorrow" means the "City of Tomorrow", a new city to be designed and built in the Province of the Free State, which new city will include the following elements:

1.2.3.1. general infrastructure;

1.2.3.2. public transportation facilities;

1.2.3.3. housing;

1.2.3.4. medical facilities;

1.2.3.5. high-tech private development;

1.2.3.6. entertainment;

1.2.3.7. public safety;

1.2.3.8. parks; and

1.2.3.9. the Government Centre;




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- 1.2.4. **"Commencement Date"** means a date on which the Consortium commences the Project, being a date not later than 10 (ten) Business Days after the Consortium receives from Free State a written Notice to Proceed;
- 1.2.5. **"Conditions Precedent"** means the conditions precedent set out in clause 3;
- 1.1.1. **"Consortium"** means the unincorporated joint venture between P3 and Nulane;
- 1.2.6. **"Consortium Representative"** means any director of P3 or of Nulane, or any person duly authorised in writing by the management board of P3 and of Nulane to act on behalf of the Consortium under or with respect to this Agreement;
- 1.2.7. **"Construction Funding"** means sufficient funding to undertake the Construction Phase;
- 1.2.8. **"Construction Phase"** means the construction and building of the City of Tomorrow, which construction and building is intended to commence, in whole or in modular part, at a stage after the completion of the Project;
- 1.2.9. **"Event of Default"** means one or more events as defined in clause 11.1 of this Agreement;
- 1.2.10. **"Government Centre"** means the buildings, parking and ancillary grounds and structures intended to house the administrative and office functions of the Matchabeng Municipality, such Government Centre to be approximately 160,000 square metres in size;
- 1.2.11. **"Free State"** means the Provincial Government of the Free State acting through its Departments of Treasury and of Economic Development, Tourism and Environmental Affairs;
- 1.2.12. **"Free State Representative"** means the MEC of Economic Development of Free State, or any other person duly authorised in writing to act on behalf of Free State under or with respect to this Agreement;

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- 1.2.13. **"Master Plan"** means the overall integrated plan for the City of tomorrow and includes, inter alia, the creation of overall infrastructure plans, public transportation facilities, sustainability and integration of services (governmental housing, medical, high-tech private developments, entertainment, public safety, parks etc), in light of local conditions and within the broader regional context including as well a site for a new government center;
- 1.2.14. **"Notice to Proceed"** will mean a written communication, signed by the Free State representative, directing the Consortium to cause commencement of the Project as provided in this Agreement and which is delivered to the Consortium at the address provided herein by registered mail or email;
- 1.2.15. **"Nulane"** means Nulane Investments 204 t/a Nulane Management Services (Proprietary) Limited, a company incorporated under the laws of the South Africa, with registration number 2008/020988/07;
- 1.2.16. **"P3"** means P3 international, LLC, a company incorporated under the laws of the State of California, United States of America, with registration number 201014610054
- 1.2.17. **"PFMA"** means the Public Finance Management Act 1 of 1999;
- 1.2.18. **"Project"** means the commissioning and preparation of:
- 1.2.18.1. the Master Plan; and
- 1.2.18.2. the Schematic Design;
- 1.2.19. **"Schematic Design"** means the schematic designs for the Government Centre, in such form and detail as it can be delivered to a South African design and build team for implementation and final completion of all construction documents, plans and specifications, without major modification;
- 1.2.20. **"Signature Date"** means the date of signature of this Agreement by the party signing last in time;
- 1.2.21. **"South Africa"** means the Republic of South Africa;

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1.2.22. **"Term"** means the period commencing on the Commencement Date and, unless otherwise provided in this Agreement, terminating on the date 6 (six) months from such date;

- 1.3. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the Signature Date, and as amended or re enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Agreement are changed, the relevant provision of this Agreement will be read also as if it had been amended as necessary, without the necessity for an actual amendment;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of this Agreement;
- 1.5. when any number of days is prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding Business Day;
- 1.6. if figures are referred to in numerals and in words and if there is any conflict between the two, the words will prevail;
- 1.7. expressions defined in this Agreement will bear the same meanings in annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.8. If any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.9. the expiration or termination of this Agreement will not affect such of the provisions of this Agreement as expressly provide that they will operate after

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any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.10. the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply;
- 1.11. any reference in this Agreement to a party will include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be;
- 1.12. the words "include", "including" and "in particular" will be construed as being by way of example or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding word/s;
- 1.13. any reference in this Agreement to any other agreement or document will be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.14. the words "other" and "otherwise" will not be construed *eiusdem generis* with any preceding words if a wider construction is possible.

2. RECITALS

- 2.1. Free State desires the commissioning and preparation of the Master Plan and the Schematic Design.
- 2.2. The Consortium has the necessary skills and expertise to undertake the Project.
- 2.3. The parties wish to record their agreement in writing in relation to the appointment by Free State of the Consortium to undertake and deliver the Project.

3. CONDITIONS PRECEDENT

- 3.1. This Agreement, save for the provisions of this clause 3, is subject to the fulfilment of the following suspensive conditions by no later than 31 October 2011 or such later date as may be agreed in writing by the parties prior to such date:

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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

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[Signature]

3.1.1. Free State provides confirmation to the satisfaction of the Consortium that it has authorisation for the execution of this Agreement;

3.1.2. Free State provides confirmation to the satisfaction of the Consortium that, to the extent required, Free State has complied with any and all obligations under or arising out of the PFMA as may be required to implement this Agreement and the Project and to be bound by the provisions of this Agreement;

3.2. The parties will use their reasonable endeavours to procure the fulfilment of the Conditions Precedent.

3.3. Neither party will be liable to the other party for any failure of the fulfilment of the Conditions Precedent.

4. THE CONSORTIUM

It is recorded that the Consortium is a limited purpose unincorporated joint venture comprising the following members:

4.1. P3; and

4.2. Nulane.

5. APPOINTMENT AND WORK SCHEDULE

5.1. Free State hereby appoints the Consortium to undertake the Project in accordance with the terms and conditions of this Agreement, and the Consortium accepts such appointment.

5.2. The Consortium is appointed for a period of 6 (six) months to undertake the Project and will provide the Free State with a planned work schedule for the Project for the 6 (six) month period. This work schedule will further be broken down into monthly deliverables to be presented by the Consortium to the Free State.

5.3. The Project has a defined scope of deliverables. Subject to clause 6.4, however, the Free State and the Consortium may agree changes to the scope of the Project.

5.4. Free State and the Consortium will cooperate at all times in bringing about the timely completion of the Project.

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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>




[Signature]

[Signature]

6. PROJECT COST

- 6.1. In consideration for the Consortium undertaking and delivering the Project, Free State will pay to the Consortium a fixed amount of R140,000,000 (one hundred and forty million rand) ("Project Cost"). This Project Cost corresponds to the defined scope of deliverable for the Project.
- 6.2. The Project Cost will be paid by Free State to the Consortium, without deduction or set off, as follows:
- 6.2.1. 5 (five) equal monthly instalments payable by the Free State in advance every month, commencing with the first payment within 7 (seven) days after Free State issues the written Notice to Proceed, and within 7 (seven) days upon delivery of each monthly milestone succeeding the month in which the Commencement Date occurs; (Annexure A)
- 6.2.2. the sixth and final payment ("Final Payment") will be paid in arrears 60 (sixty) days after the Consortium has presented its final deliverable to Free State and both parties have signed off on the Project as presented and delivered by the Consortium;
- 6.3. Each instalment of the Project Cost will be paid by Free State by way of electronic funds transfer into such South African bank account as the Consortium may notify in writing to Free State, from time to time.
- 6.4. In the event that the Free State requires changes to the scope of the Project, after payment of the Final Payment then such changes will be costed by the Consortium and presented to the Free State for approval and, thereafter, if so approved charged to the Free State as an additional Project Cost on the same payment terms as referred to in clause 6.2 above.
- 6.5. The Consortium will be solely responsible for engaging, managing and remunerating all third party service providers as may be required by it to undertake and deliver the Project, including:
- 6.5.1. architects;
- 6.5.2. planners;
- 6.5.3. landscape architects;

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- 6.5.4. surveyors;
- 6.5.5. civil and structural engineers;
- 6.5.6. traffic and transportation consultants;
- 6.5.7. sustainability consultants; and
- 6.5.8. geotechnical and environmental engineers.

7. PROJECT TERM

- 7.1. Subject to compliance by Free State with its obligations under this Agreement and to clause 6.2, the Consortium will undertake and deliver the Project within the Term.
- 7.2. The Consortium, in consultation with the Free State, and for just cause may be entitled to extend the Term for successive periods of 1 (one) month each, subject to notice in writing to Free State, and at no additional cost to Free State.

8. WARRANTIES AND REPRESENTATIONS

- 8.1. As from the Signature Date, as the context indicates, the Free State represents and warrants to the Consortium to the best of Free State's knowledge, as follows:
 - 8.1.1. The Free State has the full power and authority to enter into, to execute and to deliver this Agreement, and to perform all of its duties and obligations hereunder, and has duly authorised the execution of this Agreement. The representatives of Free State executing this Agreement are fully authorised to execute the same.
 - 8.1.2. Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach or default (with due notice or the passage of time, or both) of any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms, conditions or provisions of any

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restriction or any agreement or instrument to which Free State is now a party or by which Free State is bound, or constitutes a default under any of the foregoing.

- 8.1.3. Other than the terms of clauses 8.1.2 and 8.1.3 no further consent, permission, authorisation, order or license, or filing or registration with any governmental authority is necessary in connection with the execution and delivery of the Project by the Consortium..

8.2. The Consortium represents and warrants to Free State as follows:

- 8.2.1. The Consortium is a unincorporated joint venture comprising and has the full capabilities, know-how and capacity to deliver on the Project and has the necessary powers to enter into and execute this Agreement.

- 8.2.2. Neither the execution and delivery of this Agreement, nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Consortium is now a party or by which the Consortium is bound, or constitutes a default under any of the foregoing.

- 8.2.3. There is no pending or, to the knowledge of the Consortium, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Consortium to perform its obligations under this Agreement.

9. **DISCLAIMER OF WARRANTIES**

Free State acknowledges the Consortium makes no other warranties except as specifically set forth in this Agreement.

10. **ASSIGNMENT**

- 10.1. This Agreement may not be assigned by Free State.

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- 10.2. The Consortium may assign its right, title and interest in this Agreement, in whole or in part to one or more assignees with the prior written consent of Free State, such consent not to be unreasonably withheld or delayed.

11. EVENTS OF DEFAULT AND REMEDIES

- 11.1. The following will be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" will mean, whenever they are used in this Agreement, any one or more of the following events:

- 11.1.1. failure by Free State to comply with any of its obligations in this Agreement, for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to Free State by the Consortium, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Consortium will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Free State within the applicable period and diligently pursued until the default is corrected;
- 11.1.2. failure by the Consortium to comply with any of its obligations in this Agreement for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to the Consortium by Free State, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Free State will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Consortium within the applicable period and diligently pursued until the default is corrected;
- 11.1.3. prior to completion of Project, either of P3 or Nulane should be found insolvent, or commence or have commenced against it proceedings for liquidation or, if it should make a general assignment for the benefit of its creditors, or if a liquidator should be appointed on account of its insolvency.

- 11.2. In case of an event of Default by a party ("Defaulting Party") under paragraph 11.1 without the same having been timely remedied, the other party may terminate this Agreement in writing and (except as otherwise set forth herein) will have no further obligation to the Defaulting Party under this Agreement and will be entitled to exercise any remedy available to it in law,

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including, without limitation, an action for specific performance and/or an action for damages.

11.3. In no event will either party be entitled to indirect, special or consequential damages.

12. NOTICES AND DOMICILIA

12.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

12.1.1. Free State

12.1.1.1. Physical: 34 Markgraaf Street,
Bloemfontein, 9300

12.1.1.2. Telefax: 051 400 4709

12.1.1.3. Email: nonom@dteea.fs.gov.za

12.1.2. The Consortium

12.1.2.1. Physical: 1st Floor East Wing, 11 Alice Lane,
Sandton, 2196

12.1.2.2. Telefax: 0866 727 806

12.1.2.3. Email: iqbal.sharma@issar.co.za

12.2. Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing but it will be competent to give notice by fax or e-mail.

12.3. Any party may, by notice to the other parties, change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or its fax number, provided that the change will become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the other party.

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12.4. Any notice to a party:

12.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* will be deemed to have been received on the day of delivery; or

12.4.2. sent by fax to its chosen fax number stipulated in clause 12.1, will be deemed to have been received on the date of despatch (unless the contrary is proved).

12.5. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13. **SEVERABILITY**

Each phrase, sentence, paragraph and clause in this Agreement is severable the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and if in terms of any judgment or order any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, will nevertheless be and continue to be of full force and effect, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Agreement.

14. **EXECUTION IN COUNTERPARTS**




This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

15. **APPLICABLE LAW**

15.1. This Agreement and all matters or disputes incidental thereto or arising herefrom will, in all respects, be governed by and construed in accordance with the law of the Republic of South Africa, including all matters of construction, validity and performance.

15.2. Subject to clause 16, the parties hereby consent to the non-exclusive jurisdiction of the Free State High Court, Bloemfontein.

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16. ARBITRATION

16.1. Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to:

16.1.1. the interpretation of; or

16.1.2. the carrying into effect of; or

16.1.3. any of the parties' rights and obligations arising from; or

16.1.4. the termination or purported termination of or arising from the termination of; or

16.1.5. the rectification or proposed rectification of

this Agreement, or out of or pursuant to this Agreement, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration.

16.2. That arbitration will be held:

16.2.1. with only the parties and their representatives present thereat;

16.2.2. at Sandton.

16.3. It is the intention that the arbitration will, where possible, be held and concluded within 21 (twenty one) working days after it has been demanded. The parties will use their best endeavours to procure the expeditious completion of the arbitration.

16.4. Save as is expressly provided for in this Agreement to the contrary, the arbitration will be subject to the arbitration legislation for the time being in force in the Republic of South Africa.

16.5. The arbitrator will be an impartial admitted attorney or advocate whether practising or non-practising of not less than 15 (fifteen) years standing, appointed by the parties or, failing Agreement by the parties within 7 (seven) days after the arbitration has been demanded, at the request of either of the parties will be nominated by the President for the time being of the Law Society of the Northern Provinces (or its successor body in Gauteng), whereupon the parties will forthwith appoint such person as the Arbitrator. If

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that person fails or refuses to make the nomination, either party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

16.6. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.

16.7. The arbitrator will be obliged to give his award in writing, fully supported by reasons.

16.8. The provisions of this clause are severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated for any reason.

16.9. The arbitrator's award will be final and binding on the parties to the dispute. There will be a right of appeal against any award of the arbitrator provided that:

16.9.1. the appeal is noted within 7 (seven) days of the arbitrator's award; and

16.9.2. the appellant delivers the record to the respondent within 5 (five) days of the record becoming available to the appellant. The relevant provisions of this arbitration clause will apply *mutatis mutandis* in regard to the appeal.

The appeal will be heard before a panel of 3 (three) arbitrators.

16.10. The costs of any venue, arbitrator's remuneration, recording, transcription and other costs and expenses ancillary to the hearing will be borne by the parties in equal shares and will be recoverable, as costs in the cause under the provisions of any award. The parties, together with the arbitrator will agree from time to time on the arbitrator's remuneration, which will be paid by the parties in equal shares, upon receipt of invoices therefor.

17. CONSORTIUM REPRESENTATIVES AND FREE STATE REPRESENTATIVES

Whenever under the provisions of this Agreement the approval of the Consortium or Free State is required, or the Consortium or Free State is required to take some action at the request of the other, such approval or such request will be given for the Consortium by the Consortium's Representative and for Free State by Free State's Representative, and any party hereto will be authorised to rely upon any such approval or request.

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18. **FORCE MAJEURE**

18.1. If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof will be suspended for the period during which the Interrupting Circumstances prevail, but if they affect any material part of the Agreement for a maximum period of 30 (thirty) days, any affected party will be entitled on 5 (five) days' written notice to cancel this Agreement.

18.2. Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof will be despatched by the party seeking to rely thereon (on whom the onus will rest) to the other/s as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the Interrupting Circumstances will be given by the party who relied thereon within 1 (one) day after such cessation. No party will subsequently be obliged to comply with the obligations suspended during such period. The party whose performance is interrupted by the Interrupting Circumstances will be entitled, provided that such party will give notice to that effect with the written notice of the Interrupting Circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

18.3. For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, government authority or similar authority, (other than the Free State) any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport lockouts, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*.

19. **WHOLE AGREEMENT, NO AMENDMENT**

19.1. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

19.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other

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document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement will be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made will be strictly construed as relating strictly to the matter in respect whereof it was made or given.

19.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, will operate as an estoppel against any party in respect of its rights under this Agreement, nor will it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

19.4. To the extent permissible by law no party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised officers.

For: **THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING
THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS**

Signature: _____

who warrants that he / she is duly authorised thereto

HEAD OF DEPARTMENT
PROVINCIAL GOVERNMENT OF THE
FREE STATE, DEPARTMENT OF
ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS

Name: _____

M.A. DUKOANA

Date: _____

5th OCTOBER 2011

Place: _____

BLOEMFONTEIN

Witness: _____

Witness: _____

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For: **THE PROVINCIAL GOVERNMENT OF THE FREE STATE**

Signature: 

who warrants that he / she is duly authorised thereto

MEMBER OF EXECUTIVE COUNCIL
(MEC) FOR ECONOMIC
DEVELOPMENT, TOURISM AND
ENVIRONMENTAL AFFAIRS,
PROVINCIAL GOVERNMENT OF THE
FREE STATE

Name: M. A. DUKOANA

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

Witness: _____

For: **THE CONSORTIUM (represented by P3 INTERNATIONAL, LLC)**

Signature: 

who warrants that he / she is duly authorised thereto

Name: John Thomas

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

Witness: _____

For: **THE CONSORTIUM (represented by NULANE MANAGEMENT SERVICES (PROPRIETARY) LIMITED)**

Signature: 

who warrants that he / she is duly authorised thereto

Name: IQBAL MEER SHARMA

Date: 5TH OCTOBER 2011

Place: BLOEMFONTEIN

Witness: _____

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Annexure A**Day Work Stream 1 Scope and Deliverables**

- 0 Visioning Workshop in South Africa**
Regional Analysis
Site Selection
Opportunities and Constraints
Finalize Development Program
Conceptual Master Plan Alternatives
- 30 Workshop 2 - Preferred Concept / Site Selection**
Preferred Master Plan
Preferred Land Use Plan
Open Space and Landscape Plan Concept
Circulation and Transportation Plan
Preliminary Character Images
Preliminary Market Study Analysis
Preliminary Transportation Strategies and Alternatives
Preferred Conceptual Plan
- 60 Workshop 3 - Conceptual Plan Presentation**
Preferred Conceptual Plan
Statistical Land Use Summary
Preliminary Land Use Diagram
Preliminary Open Space and Amenities Diagram
Preliminary Circulation Diagram
Draft Concept Master Plan Report
Draft Concept Master Plan Presentation
Final Concept Master Plan
- 90 Concept Master Plan Presentation**
Final Concept Master Plan Report Production
Site Analysis
Road Hierarchy and Accessibility
Street Sections
Land Use Plan and Statistical Summary
Illustrative Plan
Concept Landscape Design
Phasing Diagram
Preliminary Infrastructure Utilities
Preliminary Security Diagram
Preliminary Branding Concepts and Strategy
Electronic Massing Model
Artist Renderings
Conceptual Development Design Standards
Character Images
Phase 1 Strategic Land Use Plan
Phase 1 Alternative Plans
Develop Site Character Images
- 120 Workshop 4 - Preferred Site Plan and Presentation**
Draft Circulation and Transportation System
Draft Site Design of Government Center
Draft Site Design of Community Facilities and Amenities
Draft Site Design of Plaza/Parks/Public Realm
Draft Site Design of Streetscapes/Sections
- 150 Draft Phase 1 Site Plan Report and Guidelines**
Circulation and Transportation System
Site Design of Government Center
Site Design of Community Facilities and Amenities
Site Design of Plaza/Parks/Public Realm
Site Design of Streetscapes/Sections
- 180 Final Phase 1 Site Plan Report and Guidelines**

Work Stream 2 Scope and Deliverables

- Workshop 1**
Site Visit
Programming Workshop
Development of Finalized Program Brief
Preliminary Design Alternatives
- Workshop 2 - On Site Project Envisioning**
Development of Refined Concept Alternatives
Development of Preferred Alternatives
Development Design Documentation & Report
- Workshop 3 - Concept Design Presentation**
Begin Schematic Design Work
- Site Plans
Floor Plans
Building Elevations
Building Sections
Enlarged Floor Plans
- Reflected Ceiling Plans
Exterior Detailing
Interior Detailing
Door and Window Schedules
Mechanical Piping Plans
Mechanical HVAC Plans
Mechanical Equipment Schedules
Electrical Power Plans
Electrical Lighting Plans
Telecommunication Plans
Electrical Riser Diagrams
Fire Alarm Rise Diagrams
Structural Foundation Plans
Structural Framing Plans
Structural Details
Structural Wall Sections
Stair and Elevator Details
- Workshop 4 - Schematic Design Progress**
Grading and Topographic Plans
Utility Plans
Storm Water Plans
Civil Engineering Details
Landscape Planting Plans
- Irrigation Plans
Planting Schedules
- Schematic Level Performance Specifications
- Workshop 5 - Handoff Meeting of 100% SD**

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City of Tomorrow Phase I Design Schedule



P3 International

July 1, 2011

Day	AECOM Workscope and Deliverables	BSA Workscope and Deliverables
0	Visioning Workshop in South Africa Regional Analysis Site Selection Opportunities and Constraints Finalize Development Program Conceptual Master Plan Alternatives	Workshop 1 Site Visit Programming Workshop Development of Finalized Program Brief Preliminary Design Alternatives
30	Workshop 2 - Preferred Concept / Site Selection Preferred Master Plan Preferred Land Use Plan Open Space and Landscape Plan Circulation and Transportation Plan Preliminary Character Images Preliminary Market Study Analysis Preliminary Transportation Strategies and Alternatives Preferred Conceptual Plan	Workshop 2 - On Site Project Envisioning Development of Refined Concept Alternatives Development of Preferred Alternatives Concept Development Design Documentation & Report
60	Workshop 3 - Conceptual Plan Presentation Preferred Conceptual Plan Statistical Land Use Summary Preliminary Land Use Diagram Preliminary Open Space and Amenities Diagram Preliminary Circulation Diagram Draft Concept Master Plan Report Draft Concept Master Plan Presentation Final Concept Master Plan	Workshop 3 - Concept Design Presentation Begin Schematic Design Work Site Plans Floor Plans Building Elevations Building Sections Enlarged Floor Plans Reflected Ceiling Plans Exterior Detailing Interior Detailing Door and Window Schedules Mechanical Piping Plans Mechanical HVAC Plans Mechanical Equipment Schedules Electrical Power Plans Electrical Lighting Plans Telecommunication Plans Electrical Riser Diagrams Fire Alarm Rise Diagrams Structural Foundation Plans Structural Framing Plans Structural Details Structural Wall Sections Stair and Elevator Details
90	Concept Master Plan Presentation Final Concept Master Plan Report Production Site Analysis Road Hierarchy and Accessibility Street Sections Land Use Plan and Statistical Summary Illustrative Plan Concept Landscape Design Phasing Diagram Preliminary Infrastructure Utilities Preliminary Security Diagram Preliminary Branding Concepts and Strategy Electronic Massing Model Artist Renderings Conceptual Development Design Standards Character Images Phase 1 Strategic Land Use Plan Phase 1 Alternative Plans Develop Site Character Images	
120	Workshop 4 - Preferred Site Plan and Presentation Draft Circulation and Transportation System Draft Site Design of Government Center Draft Site Design of Community Facilities and Amenities Draft Site Design of Plaza/Parks/Public Realm Draft Site Design of Streetscapes/Sections	Workshop 4 - Schematic Design Progress Presentation Grading and Topographic Plans Utility Plans Storm Water Plans Civil Engineering Details Landscape Planting Plans Irrigation Plans Planting Schedules
150	Draft Phase 1 Site Plan Report and Guidelines Circulation and Transportation System Site Design of Government Center Site Design of Community Facilities and Amenities Site Design of Plaza/Parks/Public Realm Site Design of Streetscapes/Sections	Schematic Level Performance Specifications
180	Final Phase 1 Site Plan Report and Guidelines	Workshop 5 - Handoff Coordination Meeting of 100% SD



Member of the Executive Council
Economic Development, Tourism and Environmental Affairs
FREE STATE PROVINCE

Mr. Iqbal Sharma and Mr. John Thomas
Nulane Management Services and P3
1st Floor East Wing 11 Alice Lane
Sandton, 2196
South Africa

RE: THE CITY FOR TOMORROW - MASTER PLAN AND SCHEMATIC DESIGN

Dear Mr. Sharma and Mr. Thomas,

Based on our Master Plan Agreement, I am pleased to give Nulane Management Services and P3 the Notice to Proceed with the development of the Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

We look forward to the planning workshop scheduled for November 15 and 16, 2011 and would like to wish you well on this groundbreaking and exciting project.

Kind Regards,

M. Dukwana
MEC: Economic Development, Tourism and
Environmental Affairs Province of Free State

3/11/11

OFFICE OF THE MEC

34 Markgraaf Street
Bloemfontein 9300

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