THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions commencing on page 3 of this circular apply *mutatis mutandis* throughout this document including this cover page.

If you are in any doubt as to the action that you should take, please consult your broker, CSDP, banker, legal advisor, accountant or other professional advisor immediately.

If you have disposed of all of your Zeder ordinary shares, this circular together with the attached form of proxy (*pink*) should be forwarded to the purchaser to whom, or the broker, CSDP or agent through whom you disposed of your Zeder ordinary shares.

RECOMMENDED ACTION

1. Certificated shareholders or dematerialised "own name" shareholders who are unable to attend the general meeting to held at 09:00 on Wednesday, 15 April 2009, at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch, and wish to be represented thereat, must complete and return the attached form of proxy (*pink*) in accordance with the instructions contained therein, so as to reach Zeder's transfer secretaries, Link Market Services South Africa (Proprietary) Limited, 11 Diagonal Street, Johannesburg, 2001 (PO Box 4844, Johannesburg, 2000), by not later than 09:00 on Tuesday, 14 April 2009.
2. Dematerialised shareholders (other than dematerialised "own name" shareholders) must provide their CSDP or broker with their voting instructions or request their CSDP or broker to provide them with the necessary authority to attend the general meeting in person in terms of the custody agreements entered into between the dematerialised shareholders and the CSDP or stockbroker.

The proposed rights offer referred to in this circular will be made in accordance with the Act and will only be addressed to persons to whom it may lawfully be made. By subscribing for any shares offered in terms of the **proposed rights offer you will be deemed to have represented and agreed that you are not (and any person for whom you are acting is not**) (i) resident in any jurisdiction in which such offer would be unlawful or (ii) a person to whom the rights offer may not lawfully be made.

ZEDER
INVESTMENTS LIMITED

(previously Friedshelf 766 Limited)
(Incorporated in the Republic of South Africa)
(Registration number 2006/019240/06)
Share code: ZED
ISIN: ZAE000088431
("Zeder" or "the Company")

CIRCULAR TO SHAREHOLDERS OF ZEDER

Relating to:

- **the variation, in terms of Section 221(3) of the Companies Act (61 of 1973) (as amended), of the general authority granted to the board of directors of Zeder at the annual general meeting of the Company held on Friday, 20 June 2008, in terms of which the limitation placed on the issue and allotment by the Company of unissued shares in the share capital of the Company of 5% of the issued ordinary share capital at 29 February 2008 be amended so as not to apply to any shares that may be issued in respect of a rights offer that may be undertaken by the Company during the period preceding the next annual general meeting of the Company;**
- **the amendment of the management agreement concluded between the Company and PSG Group Limited on 29 September 2006; and**
- **the waiver of the obligation to make a mandatory offer to the minority shareholders of Zeder by PSG Financial Services Limited and/or PSG Group Limited in terms of the Securities Regulation Panel's (SRP's) Code on Takeover's and Mergers in such circumstances where PSG Financial Services Limited may trigger such a mandatory offer should it follow its rights in terms of the proposed rights offer by Zeder**

And incorporating

- **a notice of general meeting; and**
- **a form of proxy** (*pink*) (for use by certificated shareholders and dematerialised shareholders with "own name" registration only)

Joint sponsor and corporate advisor	Lead Sponsor	Legal Adviser
PSG CAPITAL	QuestCo Sponsor (Pty) Ltd	DLA CLIFFE DEKKER HOFMEYR

Date of issue: 27 March 2009

This circular is available in English only. A copy of this document, together with the form of proxy may be obtained from the registered office of Zeder, the joint sponsor and corporate advisor and the transfer secretaries whose addresses are set out in the "Corporate information" section of this circular.

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SALIENT DATES AND TIMES

The definitions commencing on page 3 of this circular have, where necessary, been used below.

	2009
Forms of proxy to be lodged not later than 09:00 on	Tuesday, 14 April
General meeting to be held at 09:00 on	Wednesday, 15 April
Results of the general meeting released on SENS on	Wednesday, 15 April
Results of the general meeting published in the press on	Thursday, 16 April

Shareholders are reminded that shares in companies listed on the JSE can no longer be bought or sold on that exchange unless they have been dematerialised onto the Strate system. It is therefore suggested that certificated shareholders of Zeder on the share register should consider dematerialising their shares and replacing them with electronic records of ownership.

The dates and times in this circular are South African and may be subject to change. Any changes will be announced in the press and through SENS.

CORPORATE INFORMATION

Directors

Executive
AE Jacobs (Chief Executive Officer)

Non-executive
JF Mouton (Chairman) ^
CA Otto ^
MS du Pre Le Roux #
LP Retief #

Independent
^ Director of PSG Manco

Company secretary and registered office

PSG Corporate Services (Proprietary) Limited
(Registration number 1996/004848/07)
1st Floor, Ou Kollege
35 Kerk Street
Stellenbosch
7600
(PO Box 7403, Stellenbosch, 7599)

Incorporated: Pretoria, South Africa
Date of incorporation: 21 June 2006

Lead sponsor

QuestCo Sponsors (Proprietary) Limited
(Registration number 2004/018276/07)
The Campus
1st Floor Wrigley Field
57 Sloane Street
Bryanston
2021
(PO Box 98956, Sloane Park, 2152, South Africa)

Legal Adviser

Cliffe Dekker Hofmeyr Inc.
11 Buitengracht Street
Cape Town
8001
(PO Box 695, Cape Town, 8000)

Joint sponsor and corporate adviser

PSG Capital (Proprietary) Limited
(Registration number 2006/015817/07)
1st Floor, Ou Kollege
35 Kerk Street
Stellenbosch
7600
(PO Box 7403, Stellenbosch, 7599)

and

Building 8
Woodmead Estate
1 Woodmead Drive
Woodmead
2128
(PO Box 987, Parklands, 2121)

DEFINITIONS AND INTERPRETATIONS

Throughout this circular and the documents attached hereto, unless the context indicates otherwise, the words in the column on the left below shall have the meaning stated opposite them in the column on the right below, reference to the singular shall include the plural and *vice versa*, words denoting one gender include the other and words and expressions denoting natural persons include juristic persons and associations of persons:

"Act"	the Companies Act, 1973 (Act 61 of 1973), as amended;
"addendum to the management agreement"	the addendum to the management agreement concluded between Zeder and PSG Manco on 13 March 2009 in terms of which the Management Fee Schedule annexed to the management agreement as Appendix 1 was replaced in its entirety by the amended Management Fee Schedule, as reflected in Annexure 1 of this circular, which amended Management Fee Schedule is subject to shareholders' approval as contemplated in this circular;
"amended general authority"	the amended general authority in terms of Section 221(3) of the Act being sought in terms of this circular whereby all of the unissued authorised share capital of the Company is to be placed under the control of the Board, to issue and allot such shares in their discretion, provided that all share issues will be limited up to a maximum of 5% of the issued ordinary share capital in issue at 29 February 2008, other than where a rights offer may be undertaken by the Company during the period preceding the Company's next annual general meeting anticipated to be held during the course of June 2009, in which case such limitation will not apply;
"Board" or "Directors"	the Board of directors of Zeder;
"certificated shares"	shares that have not been dematerialised in terms of Strate, title to which is represented by documents of title;
"this circular" or "this document"	this bound document, dated Friday, 27 March 2009, incorporating the notice of general meeting and the form of proxy;
"the Code"	the Securities Regulation Code on Takeovers and Mergers emanating from the SRP in terms of Section 440C of the Act;
"CSDP"	a Central Securities Depository Participant, registered in terms of section 3(2) of the Securities Services Act and appointed by individual shareholders for purposes of, and in regard to, dematerialisation as defined in terms of such Act;
"dematerialise"	the process whereby share certificates and any other documents of title to shares in a tangible form are dematerialised into electronic records for the purposes of Strate;
"dematerialised shareholders"	registered holders of dematerialised shares;
"dematerialised shares"	shares which have been dematerialised in terms of the requirements of Strate and the ownership of which is no longer evidenced by physical documents of title but by electronic records;
"general meeting"	the general meeting of shareholders to be held at 09:00 on Wednesday, 15 April 2009, at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch;
"the JSE"	the exchange, licensed under the Securities Services Act, operated by JSE Limited (registration number 2005/022939/06), a public company incorporated in South Africa;
"Link Market Services" or "transfer secretaries"	Link Market Services South Africa (Proprietary) Limited (registration number 2000/007239/07), a private company incorporated in South Africa, being the transfer secretaries of Zeder;
"Listings Requirements"	the Listings Requirements of the JSE, as amended from time to time by the JSE;
"Kaap Agri"	Kaap Agri Limited (registration number 2004/012093/06), a public company incorporated in South Africa;
"KWV"	KWV Limited (registration number 1997/020857/06), a public company incorporated in South Africa;
"KWV offer"	the voluntary offer made by Zeder to KWV shareholders to acquire up to a maximum of 34.9% in KWV (representing an additional 9.29% in KWV), at an offer price of 375 cents per KWV share, as announced in the press on 7 March 2009;
"last practicable date"	the last practicable date prior to the finalisation of this circular, which date was Wednesday, 25 March 2009;

"management agreement"	the agreement entered into between PSG Group and Zeder on 29 September 2006 in terms of which PSG Group, or its duly authorised nominee, PSG Manco, provides Zeder with investment, administrative, advisory, financial and corporate services, in the normal course of business, in return for an agreed management fee;
"Rand" or "R"	South African Rand, the official currency of South Africa;
"Pioneer"	Pioneer Foods Group Limited (registration number 1996/017676/06), a public company incorporated in South Africa;
"the Pioneer share exchange agreement"	the agreement entered into between Zeder and Kaap Agri containing the terms and conditions of the Pioneer share exchange, dated of 4 July 2007;
"Pioneer share exchange"	the share exchange as more fully set out in Zeder's circular dated 20 August 2007 in terms of which Zeder exchanged its investment of 5.84% or 10 587 568 ordinary shares in Pioneer for an additional 16.81% shareholding or 42 350 272 shares in Kaap Agri on a 100 to 400 basis; the transaction having an approximate market value of R370 000 000 at the time;
"Pioneer underwriting agreement"	the agreement entered into between Pioneer and Zeder of 2 April 2008 in terms of which Zeder agreed, subject to certain conditions, to underwrite the Pioneer rights offer as disclosed in the circular to Pioneer shareholders of 26 May 2008, up to a maximum subscription amount of R360 000 000 or 14 400 000 rights offer shares for an underwriting fee of 2% of the amount underwritten;
"the proposed rights offer"	the proposed rights offer by Zeder in terms of which it will seek to raise approximately R500 million from its shareholders, as referred to in greater detail in paragraph 1 of this circular;
"the proposed rights offer shares"	approximately 370 000 000 Zeder shares to be offered in terms of the proposed rights offer;
"PSG"	PSG Group and its subsidiaries comprising the PSG group of companies;
"PSG Corporate Services"	PSG Corporate Services (Pty) Limited (registration number 1996/004848/07), a private company incorporated in South Africa that is a wholly owned subsidiary of PSG Group;
"PSG Group"	PSG Group Limited (registration number 1970/008484/06), a public company incorporated in South Africa and listed on the main board of the JSE;
"PSG Group shares" or "shares in PSG Group"	ordinary shares with a par value of 1 cent each in the authorised and issued share capital of PSG Group;
"PSG Group Directors"	the board of directors of PSG Group as at the last practicable date being Messrs JF Mouton (chairman), WL Greeff and PJ Mouton (as executive directors), Messrs CA Otto, J de V du Toit, JJ Mouton, ZL Combi and W Theron (as non-executive directors) and Messrs L van A Bellingan, PE Burton, MJ Jooste, J van Zyl Smit and CH Wiese (as independent non-executive directors);
"PSG Financial Services"	PSG Financial Services Limited (registration number 1919/000478/06), a public company incorporated in South Africa, being a wholly owned subsidiary of PSG Group, a major shareholder in Zeder;
"PSG investment"	the investment made by PSG Financial Services in Zeder in terms of which PSG Financial Services transferred certain of its unlisted agricultural investments as more fully set out in Zeder's pre-listing statement dated 28 November 2006 in exchange for 174 870 956 Zeder ordinary shares which were issued at R2.00 each in accordance with the prevailing market prices of such investments as at 31 August 2006, with effect from 1 September 2006, providing the Company with an initial asset base worth approximately R349 740 912;
"PSG Manco"	PSG Group or its duly appointed nominee in terms of the management agreement being PSG Corporate Services;
"Securities Services Act"	the Securities Services Act, 2004 (Act 36 of 2004), as amended;
"SENS"	the Securities Exchange News Service of the JSE;
"South Africa" or "SA"	the Republic of South Africa;
"SRP"	the Securities Regulation Panel, established in terms of Section 440B of the Act;
"Strate"	Strate Limited (registration number 1998/022242/06), a public company incorporated in South Africa and a registered central securities depository in terms of the Securities Services Act and responsible for the electronic clearing and settlement of transactions on licensed exchanges in terms of the aforementioned Act;

"Zeder" or "the Company"	Zeder Investments Limited (registration number 2006/019240/06), a public company incorporated in South Africa and listed on the main board of the JSE which operates as an investment company with interests in various listed and unlisted companies in the agri and food and beverage sectors;
"Zeder shares" or "Zeder ordinary shares" or "shares"	ordinary shares with a par value of 1 cent each in the authorised and issued share capital of Zeder; and
"Zeder ordinary shareholders" or "ordinary shareholders" or" Zeder shareholders" or "shareholders"	registered holders of Zeder ordinary shares.

1. PURPOSE OF THIS CIRCULAR

Proposed rights offer

The Board has resolved to proceed with a renounceable rights offer in terms of which it is intended that the Company will raise approximately R500 million from its shareholders in cash by offering for subscription the proposed rights offer shares on the basis of 60 proposed rights offer shares for every 100 Zeder shares held at an issue price of 135 cents per proposed rights offer share (or such other price and basis as the Board in its sole discretion may determine).

The purpose of this circular and the notice of general meeting which forms part of this circular, is to furnish information to shareholders, and to convene a general meeting to be held at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch, at 09:00 on Wednesday, 15 April 2009, at which general meeting shareholders will be asked to approve the granting of an amended general authority in terms of Section 221(3) of the Act to the Directors, which amendment is required to place sufficient shares under the control of the Board to allow Zeder to proceed with such proposed rights offer, given that only a portion of the unissued shares are currently under the Board's control.

Accordingly, the general meeting, notice of which forms part of this circular, has been convened to consider and, if deemed fit, pass *inter alia* Ordinary Resolution Number 1 to grant an amended general authority in term of Section 221(3) of the Act to the Directors to allot and issue the authorised but unissued shares in the share capital of the Company in their unfettered discretion, provided that all share issues will be limited up to a maximum of 5% of the Company's issued ordinary share capital as at 29 February 2008, other than where the Company may undertake a rights offer during the first six months of 2009, in which case (only) in respect of such proposed rights offer will the aforementioned limitation not apply. Such amended general authority, should it be approved by the requisite majority of Zeder shareholders, will continue to remain in place and be valid until Zeder's next annual general meeting anticipated to be held during the course of June 2009.

Full details of the proposed rights offer, including the financial effects, will be provided to shareholders in a rights offer circular to be posted to shareholders in due course, together with the necessary announcement confirming the final terms of such proposed rights offer, should the Board resolve to proceed with the rights offer.

Amendment of management agreement

At the time that the management agreement was concluded, the parties thereto had not contemplated the possibility of Zeder concluding a rights offer, nor the manner in which the proceeds raised (and any investments made with such proceeds) may affect the calculation of the performance fee (if any) due to PSG Manco.

Accordingly, in the light of the aforegoing and the proposed rights offer been undertaken by Zeder, the Directors have reviewed the previously agreed Management Fee Schedule (Appendix 1) as set out in Annexure 2 and resolved that certain amendments be made thereto so as to fairly remunerate PSG Manco for prudent investment decisions made in respect of the proceeds of any rights offer. Therefore, the amendments as enumerated in the proposed amended Management Fee Schedule as set out in Annexure 1 essentially result in PSG Manco's performance fee being evaluated separately in respect of the management and/or investment of any monies raised by any rights offer undertaken by the Company, but only in such year when the rights offer was concluded.

Annexure 3 to the circular provides shareholders with a practical example of the application of the existing performance fee formulae in Annexure 2 versus that of the proposed amended performance fee formulae per Annexure 1. In terms of these examples, the dilutive effects of a rights offer on Net Asset Value ("NAV") per share, as a result of such shares having to be issued at a discount to NAV in the current market conditions, can be seen to negatively impact on any performance fee to which PSG Manco may become entitled. This is due to the fact that the performance fee is linked to NAV per share, with any increase to such NAV per share then being benchmarked against certain indices. Therefore, with the dilutive effect on NAV per share (as a result of the issue of the rights offer shares), it becomes highly unlikely (if not impossible) to achieve a NAV per share in excess of the benchmark return in the year that such rights offer is undertaken.

The effect of a rights offer (or any other further issue of shares) as reflected in the example in Annexure 3 was never contemplated when the management agreement was concluded in 2006. Accordingly, the existing formulae for the determination of the performance fee as set out in Annexure 2 serves as a disincentive for the making of a rights offer. This is contrary to the spirit in which the management agreement was originally concluded in terms of which Zeder should be afforded all possible avenues to raise capital, especially in such trying economic times when capital is scarce, and PSG Manco should be fairly remunerated for the management thereof. Furthermore, in current market conditions, there are various opportunities for those companies with the necessary cash resources to take advantage thereof, making a rights offer an even more important mechanism for the raising of such cash.

The Board, excluding the directors appointed to the Board by PSG Manco (who excused themselves from all deliberations and voting), accordingly regards such amendments to the Management Fee Schedule (Appendix 1) of the management agreement as being in line with the spirit in which such agreement, and the fees as contained therein, was originally concluded, being the responsible management of the Company's investments (and funds) by PSG Manco on Zeder's behalf in return for a fee that is performance related and fairly determined. The purpose of this circular and the notice of general meeting which forms part of this circular, is therefore also to furnish information to shareholders, and to convene a general meeting to be held at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch, at 09:00 on Wednesday, 15 April 2009, at which general meeting shareholders will be asked to approve the amendment of the Management Fee Schedule as contained in Appendix 1 to the management agreement.

Accordingly, the general meeting, notice of which forms part of this circular, has been convened to consider and, if deemed fit, pass *inter alia* Ordinary Resolution Number 3, in terms of which the Management Fee Schedule as contained in Appendix 1 to the management agreement which is reflected in Annexure 2 is to be replaced in its entirety with the proposed amended Management Fee Schedule as set out in Annexure 1.

Those Zeder shareholders, including PSG Manco, who in terms of the Listings Requirements may be regarded as related parties (or their associates) will not be entitled to vote on Ordinary Resolution Number 2, but will be taken into account for quorum purposes. Related party details are set out in paragraph 2 below.

The approval by the requisite majority of shareholders of Ordinary Resolution Number 2 is the only suspensive condition that is required to be fulfilled in order for the proposed amendments to the management agreement to become effective. The effective date for such amendments will accordingly be the date of such shareholders' approval.

2. RELATED PARTY INFORMATION

2.1 If the amendment of the Management Fee Schedule (Appendix 1) of the management agreement as set out in Annexure 2 to the circular were to be classified as a related party transaction in terms of Listings Requirements, then PSG Financial Services would be taken into account for quorum purposes but would not be entitled to vote on Ordinary Resolution Number 2 by virtue of PSG Manco being an associate of a material shareholder of Zeder, namely PSG Financial Services, which holds 38.36% or 234 494 482 ordinary shares in Zeder.

2.2 Therefore, in the interests of fairness to shareholders, the Board has resolved to treat the amendment of the Management Fee Schedule (Appendix 1) as a related party transaction and provide shareholders with the opportunity to vote on such amendments at the general meeting.

2.3 Accordingly, in respect of Ordinary Resolution Number 2 as set out in the notice of general meeting attached to this circular, PSG Financial Services, being the holding company of PSG Manco, will not be entitled to vote on the aforementioned Ordinary Resolution Number 2, although this shareholder will be taken into account for quorum purposes.

2.4 The Board regards the terms of the proposed amendments to the management agreement as set out in Annexure 1 as being fair vis-à-vis Zeder shareholders.

3. WAIVER OF MANDATORY OFFER TO SHAREHOLDERS

3.1 As a consequence of the proposed rights offer, and depending on the extent to which shareholders follow their rights, PSG Financial Services, which presently holds 38.36% or 234 494 482 ordinary shares in Zeder, may as a result of it following its rights in terms of such proposed rights offer, trigger a mandatory offer to be made to shareholders in terms of the provisions of the Code. Accordingly, the following of its rights in terms of the proposed rights offer could constitute an affected transaction in terms of the Code.

3.2 In terms of the Code, such an affected transaction would require PSG Financial Services to make a mandatory offer to all shareholders to acquire their shares. However, in terms of Rule 8.7 of the Code, the requirement to make such offer will normally be dispensed with by the SRP provided that such obligation has been waived by a majority of independent votes at a properly constituted general meeting of shareholders.

3.3 The SRP has advised that it is willing to consider an application to grant such dispensation to PSG Financial Services in terms of Rule 8.7 of the Code, should the circumstances as sketched out in paragraph 3.1 arise, if a majority of independent shareholders (which excludes PSG Financial Services, those Directors that have interests in Zeder, as well as those PSG Group Directors that have interests in Zeder, as set out in paragraph 8 below) waive their right in general meeting to require PSG Financial Services and/or PSG Group to make a mandatory offer, and subject to the SRP further considering any representations (if any) to be made by shareholders as contemplated in terms of paragraph 3.4 below.

3.4 Any shareholder of the Company who wishes to object to the SRP granting such dispensation as referred to in paragraph 3.2 above, shall have 10 (ten) calendar days before the general meeting to raise such an objection with the SRP. Objections should be made in writing and delivered by hand, posted or faxed to:

If delivered by hand or couriered:	*If posted:*	*If faxed:*
The Executive Director Securities Regulation Panel Reeva House Ground Floor 2 Sherborne Road (off Jan Smuts Avenue) Parktown 2193	The Executive Director Securities Regulation Panel PO Box 91833 Auckland Park 2006	The Executive Director Securities Regulation Panel +21 11 482 5635

and should reach the SRP by no later than close of business on Monday, 6 April 2009 in order to be considered.

3.5 If any submissions are made within the permitted time frame, the SRP will consider the merits thereof, and if necessary, provide the objectors with an opportunity to make representations to the SRP. Thereafter, subject to the waiver in general meeting being approved by the requisite majority of independent shareholders, the SRP will make a ruling in respect of whether a mandatory offer ought to be made by PSG Financial Services and/or PSG Group.

3.6 Accordingly, the general meeting notice of which forms part of this circular, has been convened to consider and, if deemed fit, pass *inter alia* Ordinary Resolution Number 3 in terms of which independent shareholders are required to waive the making of a mandatory offer by PSG Financial Services and/or PSG Group to shareholders in terms of the Code.

4. VIEWS OF THE BOARD

4.1 The Directors are of the view that should the proposed rights offer be undertaken by the Company, it would provide Zeder with the necessary cash resources to pursue certain strategic identified investments opportunities, including the KWV offer, as well as other opportunities that present market conditions render attractive. Accordingly, the Directors regard a rights offer as a viable means of raising capital in the current economic climate and recommend that shareholders vote in favour of the requisite resolutions to be tabled at the general meeting in this regard.

4.2 Those Directors who own shares in Zeder intend voting in favour of the resolutions to be tabled at the general meeting, to the extent that they are entitled to vote thereon.

5. SHARE CAPITAL AND FINANCIAL EFFECTS

Zeder's authorised share capital is R17 500 000, divided into ordinary shares with a par value of 1 cent each and cumulative, non-redeemable, non-participating preference shares with a par value of 1 cent each. The authorised and issued share capital of Zeder as at the last practicable date is set out below:

	Ordinary shares	Cumulative, non-redeemable, non-participating preference shares
Authorised:		
• number ('000)	1 500 000	250 000
• nominal amount (R'000)	15 000	2 500
Issued at 29 February 2008:		
• number ('000)	605 057	–
• nominal amount (R'000)	66 051	–
• share premium amount (R'000)	1 227 714	–
• total share capital (R'000)	1 233 765	–
Issued at last practical date:		
• number ('000)	611 305	–
• nominal amount (R'000)	6 113	–
• share premium amount (R'000)	1 242 264	–
• total share capital (R'000)	1 248 377	–

The resolutions to be passed at the general meeting will, until the implementation of the proposed rights offer:

- have no impact on the authorised or issued share capital of Zeder;
- have no impact on the net asset value, net tangible asset value, earnings and headline earnings per share of Zeder; and
- have no significant cash flow implications.

Accordingly, should the Board resolve to proceed with the proposed rights offer, the *pro forma* financial effects thereof will be fully disclosed in the rights offer circular that will be posted to shareholders in this regard.

6. MATERIAL CHANGES

No material changes in either the financial or trading position of Zeder, or the assets and liabilities of Zeder, has occurred since the date of its last published unaudited interim results as at 31 August 2008.

7. MAJOR AND CONTROLLING SHAREHOLDERS

As at the last practicable date, the following shareholders were ordinary shareholders in Zeder and were the only shareholders holding more than a 5% beneficial interest in the issued ordinary shares of Zeder:

Shareholder	% issued ordinary share capital
PSG Financial Services	38.36
Total	38.36

At the last practicable date PSG Financial Services was the single largest (and controlling) shareholder in Zeder. PSG Financial Services has been the controlling shareholder in Zeder since the PSG investment.

8. SHAREHOLDINGS IN THE COMPANY AND PSG GROUP

8.1 Holdings of PSG in Zeder

As set out in paragraph 7 above, as at the last practicable date, PSG Group holds 38.36% in Zeder, through its wholly-owned subsidiary PSG Financial Services.

8.2 Holdings of Zeder in PSG Group

As at the last practicable date, Zeder did not hold any ordinary shares in PSG Group or any of its subsidiaries.

8.3 Holdings and dealings of Directors in Zeder shares

The direct beneficial and indirect beneficial holdings of the Directors (including their associates) in the issued ordinary share capital (excluding treasury shares) of Zeder as at the last practicable date are as follows:

Name	Beneficial		Total Shareholding	
	Direct	Indirect	Number	%
JF Mouton[1]	–	–	–	–
AE Jacobs	–	50 000	50 000	0.008
CA Otto[2]	–	–	–	–
MS du P le Roux[3]	–	–	–	–
LP Retief[4]	–	–	–	–
	–	50 000	50 000	0.008

1 JF Mouton has a non-beneficial, indirect shareholding of 50 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
2 CA Otto has a non-beneficial, indirect shareholding of 50 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
3 MS du P le Roux has a non-beneficial, indirect shareholding of 250 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
4 LP Retief has a non-beneficial, indirect shareholding of 1 199 500 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.

None of the Directors have traded any ordinary shares in Zeder during the six months preceding the last practicable date.

8.4 Holdings and dealings of PSG Group Directors in Zeder shares

The direct beneficial and indirect beneficial holdings of the PSG Group Directors (including their associates) in the issued ordinary share capital (excluding treasury shares) of Zeder as at the last practicable date are as follows:

Name	Beneficial		Total Shareholding	
	Direct	Indirect	Number	%
L van A Bellingan	–	–	–	–
PE Burton	–	–	–	–
ZL Combi	–	–	–	–
J de V du Toit	–	–	–	–
WL Greeff	50 000	–	50 000	0.008
MJ Jooste[1]	–	–	–	–
P Malan[2]	–	–	–	–
JF Mouton[3]	–	–	–	–
JJ Mouton	–	–	–	–
PJ Mouton	–	–	–	–
CA Otto[4]	–	–	–	–
W Theron[5]	–	–	–	–
Dr J van Zyl Smit[6]	–	–	–	–
CH Wiese	–	5 426 619	5 426 619	0.888
	50 000	5 426 619	5 476 619	0.896

1 MJ Jooste has a non-beneficial, indirect shareholding of 5 000 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
2 Resigned on 16 February 2009.
3 JF Mouton has a non-beneficial, indirect shareholding of 50 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
4 CA Otto has a non-beneficial, indirect shareholding of 50 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
5 W Theron has a non-beneficial, indirect shareholding of 50 000 shares in Zeder which will be excluded from voting on Ordinary Resolution Number 3.
6 Resigned on 19 March 2009.

None of the PSG Group Directors have traded any Zeder shares during the six months preceding the last practicable date.

8.5 Holdings and dealings of PSG Group Directors in PSG Group shares

The direct beneficial and indirect beneficial holdings of the PSG Group Directors (including their associates) in the issued ordinary share capital (excluding treasury shares) of PSG Group as at the last practicable date are as follows:

Name	Beneficial		Total Shareholding	
	Direct	Indirect	Number	%
L van A Bellingan	–	–	–	–
PE Burton	–	–	–	–
ZL Combi	–	–	–	–
J de V du Toit	–	–	–	–
WL Greeff	91 815	18 185	110 000	0.058
MJ Jooste	–	–	–	–
P Malan[2]	130 000	–	130 000	0.069
JF Mouton[1]	3 600 000	–	3 600 000	1.899
JJ Mouton[4, 5]	111 000	1 299 250	1 410 250	0.744
PJ Mouton[5]	60 842	3 610 818	3 671 660	1.937
CA Otto	108	–	108	0.000
W Theron	5 000	–	5 000	0.003
Dr J van Zyl Smit[3]	528 117	–	528 117	0.279
CH Wiese	–	15 500 000	15 500 000	8.176
	4 526 882	20 428 253	24 955 135	13.163

1 JF Mouton acquired 1 620 direct beneficial shares in PSG Group on 28 November 2008 at a price of 1 345 cents per share.

2 Resigned on 16 February 2009.

3 Resigned on 19 March 2009.

4 JJ Mouton acquired 11 000 indirect beneficial shares in PSG Group during the period 27 October 2008 at a price of 1 260 cents per share.

5 199 250 PSG Group shares shares have been disclosed in respect of both JJ Mouton and PJ Mouton's indirect beneficial shareholdings, in relation to a trust holding 797 000 PSG Group shares of which they are beneficiaries. 97 000 indirect beneficial shares in PSG Group were acquired by the trust during the period 28 November 2008 – 18 December 2008 at an average price of 1 375 cents.

Other than as noted in the table above, none of the PSG Group Directors have traded any Zeder shares during the six months preceding the last practicable date.

8.6 Holdings and dealings of Directors in PSG Group shares

The direct beneficial and indirect beneficial holdings of the Directors (including their associates) in the issued ordinary share capital (excluding treasury shares) of PSG Group as at the last practicable date are as follows:

Name	Beneficial		Total Shareholding	
	Direct	Indirect	Number	%
JF Mouton[1]	2 554 364	–	2 554 364	1.347
AE Jacobs	–	1 700	1 700	0.000
CA Otto	108	–	108	0.000
MS du P le Roux	–	–	–	–
LP Retief	–	–	–	–
	2 554 472	1 700	2 556 172	1.347

1 J F Mouton acquired 1 620 direct beneficial shares in PSG Group on 28 November 2008 at a price of 1 345 cents per share.

Other than as noted in the table above, none of the Directors have traded any ordinary shares in PSG Group during the six months preceding the last practicable date.

9. SHAREHOLDER'S SUPPORT

PSG Group, through its wholly-owned subsidiary, PSG Financial Services currently owns approximately 38.36% of Zeder's issued shares. PSG Group has agreed to vote in favour of the resolution that is contained in the notice of general meeting included in this circular as Ordinary Resolution Number 1, and to the extent that any rights offer may be undertaken by Zeder in the future, PSG Group has provided Zeder with an irrevocable undertaking that PSG Financial Services will follow all of its rights in respect of the proposed rights offer (or such lesser number of its rights so as not to exceed 49.99% in Zeder after the implementation of the proposed rights offer, or, such lesser number of its rights so as not to trigger a mandatory offer to Zeder shareholders should the requisite majority of Zeder shareholders not approve Ordinary Resolution Number 3 in terms of paragraph 3.6 above).

10. ARRANGEMENTS, UNDERTAKINGS, AGREEMENTS AND UNDERSTANDINGS

Save for the irrevocable undertaking as referred to in paragraph 9 above, no arrangements, undertakings, agreements or understandings exist between PSG and any person acting in concert (as defined in terms of the Code) with PSG, and any of the Directors (or previous Directors within the preceding 12 months from the date of issue of this circular) or any holders of Zeder shares, or any persons that were holders of Zeder shares within the 12 months preceding the date of issue of this circular, having any connection with or dependence on the proposed rights offer.

11. INFORMATION RELATING TO DIRECTORS

11.1 Directors' emoluments

Emoluments and benefits paid by PSG Manco to each executive and non-executive director individually for the period ended 29 February 2008 have been set out in the table below:

Director's emoluments paid by PSG Manco in terms of the management agreement

Cash-based remuneration (R'000)	Basic salaries	Company contributions	Performance related	Fees	Total
Executive					
AE Jacobs	723	64	130	–	917
Non-executive					
JF Mouton	–	–	–	–	–
CA Otto	–	–	–	–	–
MS du P le Roux	–	–	–	73	73
LP Retief	–	–	–	65	65
JG Carinus[1]	–	–	–	73	73
	723	64	130	211	1 128

1 Resigned on 9 April 2008.

2 In terms of the management agreement, directors' remuneration are borne by PSG Manco and not by Zeder.

There will be no variation in the remuneration receivable by any of the Directors as a consequence of the proposed rights offer.

Save for Mr AE Jacobs, whose service agreement, as concluded on 7 August 2006, contains the standard terms and conditions associated with an appointment of this nature, none of the Directors have entered into any service agreements or concluded any letters of appointment relating to their appointment to the Board as at the last practicable date. Mr Jacob's remuneration is paid by PSG Manco (and not by Zeder) per the table above.

Accordingly, no Directors' service contracts have been entered into or amended within the 6 months preceding the issue date of this circular.

12. MATERIAL CONTRACTS

Save for the Pioneer share exchange agreement, the Pioneer underwriting agreement, the management agreement, and the addendum to the management agreement, as defined in the definition section of this circular, and the irrevocable undertaking of PSG Financial Services as referred to in paragraph 9 above, no material contracts have been entered into by Zeder, either verbally or in writing, otherwise than in the ordinary course of business, within the past two years, or at any other time, that contain any outstanding obligation or settlement that is material to Zeder, as at the date of issue of this circular.

13. RESPONSIBILITY STATEMENT

The current directors of Zeder, whose names appear in the corporate information page of this circular, collectively and individually accept full responsibility for the accuracy of the information given in this circular, and certify that, to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this circular false or misleading, and that they have made all reasonable inquiries to ascertain such facts, and that this circular contains all information required by law and the Listings Requirements.

14. LITIGATION STATEMENT RELATING TO ZEDER

No legal or arbitration proceedings have been instituted that may have or have had in the last 12 months, a material effect on Zeder's financial position nor is Zeder aware of any such proceedings that are pending or threatened.

15. CONSENTS

Each of the advisors whose names appear on the front cover of this document have consented and have not, prior to the last practicable date, withdrawn their written consents to the inclusion of their names in the form and context in which they appear in this document.

16. PRELIMINARY AND ISSUE EXPENSES

It is estimated that Zeder's preliminary and issue expenses relating to the transactions as contemplated in this circular will amount to approximately R336 000. The expenses (excluding value added tax) relating to the rights offer have been detailed below.

Nature of expense	Paid/Payable to	R'000
JSE documentation inspection fee	JSE	11
SRP fees	SRP	50
Printing, publication and distribution	Greymatter & Finch	60
Joint sponsor and corporate advisor	PSG Capital	150
Lead sponsor	Questco Sponsors	25
Reporting accountants and auditors	PricewaterhouseCoopers Inc.	20
Transfer secretaries	Link Market Services	10
Legal Adviser	DLA Cliff Dekker Hofmeyr	10
Total		336

17. GENERAL MEETING

Attached to and forming part of this circular is a notice convening the general meeting to be held at 09:00 on Wednesday, 15 April 2009 at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch, in order to consider and, if deemed fit, pass, with or without modification, the ordinary resolutions which are contained in such notice.

Certificated shareholders and dematerialised "own name" shareholders, who are unable to attend the general meeting and wish to be represented thereat, must complete and return the attached form of proxy (*pink*) in accordance with the instructions contained therein, so as to reach the transfer secretaries by no later than at 09:00 on Tuesday, 14 April 2009. The address of the transfer secretaries is set out on the outside cover of this circular.

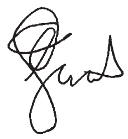
Dematerialised shareholders (other than dematerialised own name shareholders) must advise their CSDP or broker of their voting instructions should they wish to be represented at the general meeting. If, however, such shareholders wish to attend the general meeting in person, they will need to request their CSDP or broker to provide them with the necessary letter of authorisation in terms of the custody agreement between themselves and their CSDP or broker.

18. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection at the registered office of Zeder as well as the offices of PSG Capital (Proprietary) Limited in both Stellenbosch and Johannesburg at the addresses as set out in the corporate information page of this circular, during normal business hours (excluding Saturdays, Sundays and public holidays) from the date of issue of this circular, up to and including Wednesday, 15 April 2009.

- the memorandum and articles of association of Zeder and each of its subsidiaries;
- the audited financial statements of Zeder for the 6 months ended 28 February 2007 and year ended 29 February 2008;
- the pre-listing statement issued to Zeder shareholders on 27 November 2006;
- written consents of the joint sponsor and corporate adviser, lead sponsor, legal adviser, and transfer secretaries to the inclusion of their names in this document in the context and form in which they appear;
- all material contracts referred to in paragraph 12 above;
- a signed copy of this circular;
- the addendum to the management agreement; and
- the existing management agreement.

SIGNED IN STELLENBOSCH ON BEHALF OF THE BOARD OF DIRECTORS OF ZEDER



Antonie Jacobs
20 March 2009
Stellenbosch

AMENDED MANAGEMENT FEE SCHEDULE

The following has been extracted from the addendum to the management agreement and sets out the amended Management Fee Schedule (Appendix 1). The italics below represent the proposed changes to be made to the aforementioned Appendix 1 in line with the rationale set out in paragraph 1 of the circular.

1. The base fee and performance fee that the Manager is entitled to levy in consideration for the services rendered to the Company in terms of the agreement shall be calculated and paid in accordance with this schedule, read with clause 8 of the agreement.

2. FOR PURPOSES OF THIS SCHEDULE –

2.1 "**benchmark index**" means an index calculated by equally weighting the FTSE-JSE Beverages Total Return Index (TRI041) and the FTSE-JSE Food Producers Total Return Index (TRI043), or their successors in title;

2.2 "**benchmark return**" for any specific year means the difference between the benchmark index level at the commencement of the year under consideration and the benchmark index level at the end of the year under consideration divided by the benchmark index level at the commencement of the year under consideration;

2.3 *"**rights offer benchmark return**" for any specific year in which the Company has issued rights offer shares means the difference between the benchmark index level on the date at which the rights offer proceeds are received by the Company and the benchmark index level at the end of the year under consideration divided by the benchmark index level on the date at which the rights offer proceeds are received by the Company;*

2.4 "**excess return**" means the amount, in respect of any year for the duration of the agreement, by which the total return exceeds the total expected return;

2.5 *"**rights offer excess return**" means the amount, in respect of the year in which any rights offer shares may be issued by the Company, by which the total rights offer return exceeds the total expected rights offer return;*

2.6 "**net asset value**" means the audited net asset value of the Company if available, or failing that, the net asset value of the Company as per the financial statements of the Company, but always being the average net asset value calculated on a monthly basis for any given half-year;

2.7 "**net asset value per share**" means net asset value divided by the number of Company shares in issue at the date of the calculation of the net asset value per share;

2.8 *"**rights offer issue price**" means the price at which shares in the Company are issued in terms of any rights offer that may be undertaken by the Company;*

2.9 *"**rights offer value per share**" means the net asset value specifically attributable to any rights offer undertaken by the Company in any given year divided by the number of shares issued by the Company in terms of such rights offer as at the date of calculation of the net asset value per share;*

2.10 "**the total return**" means an amount, in respect of any year for the duration of the agreement, equal to:

- the difference between the Company's net asset value per share at the beginning of the year under consideration and the Company's net asset value per share at the end of the year under consideration, such ending net asset value per share to be calculated before:
  - the effect of the performance fee for the year under consideration on net asset value is taken into account;
  - the aggregate of the distributions per share, of any nature whatsoever, paid *by the Company* during the year under consideration; *and*
  - *in respect of any year in which the Company undertakes a rights offer, the effects of such rights offer on the net asset value, including the effects in respect of any assets acquired from the proceeds of such rights offer as well as the effects of the rights offer shares so issued in the year that such rights offer was undertaken.*

2.11 *"**the total rights offer return**" means an amount, in respect of any year in which rights offer shares are issued for the duration of the agreement by the Company, equal to:*

- *the difference between the rights offer issue price per rights offer share as at the date of issue and the rights offer value per share at the end of the year under consideration such ending total rights offer return per rights offer share to be calculated before:*
  - *the effect of the performance fee for the year under consideration on the rights offer value per share is taken into account; and*
  - *the aggregate of the distributions per rights offer share, of any nature whatsoever, paid by the Company during the year under consideration.*

2.12 "**total expected return**" means an amount, in respect of any year for the duration of the agreement, equal to the benchmark return multiplied by the net asset value per share at the beginning of the year under consideration;

2.13 *"**total expected rights offer return**" means an amount, in respect of any year for the duration of the agreement in which the Company has issued rights offer shares, equal to the rights offer benchmark return multiplied by the rights offer issue price per share; and*

2.14 "**weighted average number of outstanding shares**" means the weighted average number of outstanding shares for the year under consideration calculated on the same basis as is used to determine the audited earnings per share of the Company.

3. CALCULATION AND PAYMENT OF BASE FEE

3.1 The Manager shall calculate its base fee for each half-year in accordance with the formula set out in *clause* 3.3 and shall deliver a copy of such calculation to the Company within 20 business days of the end of the relevant half-year.

3.2 The Company shall, subject to *clause* 12.5.2 of the agreement, pay the base fee for any half-year to the Manager within five business days of receipt of the applicable calculation from the Manager, into an account nominated for that purpose by the Manager. Any disputes between the Company and the Manager in relation to the base fee shall be dealt with in accordance with the provisions of *clause* 13 of the agreement.

3.3 The base fee shall, in respect of each half-year, be calculated in accordance with the following formula –

$$F = [(A \times B) \times (N \div 365)] + [(C \times D) \times (N \div 365)]$$

in which formula –

F = the base fee for the applicable half-year;
A = the daily average available cash during the applicable half-year;
B = 0.15% per annum;
N = the number of days in the applicable half-year (inclusive of both the first and last days of such half-year);
C = the net asset value of the Company less A, but never less than zero; and
D = 2% per annum.

3.4 The base fee calculated in terms of 3.3 above is exclusive of VAT.

4. CALCULATION OF PERFORMANCE FEE

4.1 The Manager shall calculate its performance fee for each year in accordance with the formula set out in *clause* 4.3 and deliver a copy of such calculation to the Company within 30 business days of the end of the relevant year.

4.2 The Company shall, subject to *clauses* 8.2 and 12.7.2 of the agreement, pay the performance fee for any year to the Manager within five business days of receipt of the applicable calculation from the Manager, into an account nominated for that purpose by the Manager. Any disputes between the Company and the Manager in relation to the performance fee shall be dealt with in accordance with the provisions of *clause* 13 of the agreement.

4.3 The performance fee shall be calculated in accordance with the following formula –

$$F =((A \times B) \times C) + ((D \times B) \times E)$$

in which formula –

F = the performance fee for the applicable year;
A = the excess return for the applicable year;
B = 10% per annum;
C = weighted average number of outstanding shares *excluding any shares issued in terms of any rights offer undertaken in the year under consideration;*
D = the rights offer excess return; and
E = number of outstanding rights offer shares issued in terms of any rights offer during the year under consideration.

4.4 The performance fee calculated in terms of 4.3 above is exclusive of VAT.

4.5 If, in respect of any year for which a performance fee is calculated, the excess return is negative, then that negative return shall be deducted from the total return used for the calculation of the performance fee for the succeeding year(s).

MANAGEMENT FEE SCHEDULE (APPENDIX 1) OF THE MANAGEMENT AGREEMENT

The following is an extract from the existing management agreement:

1. The base fee and performance fee that the Manager is entitled to levy in consideration for the services rendered to the company in terms of the agreement shall be calculated and paid in accordance with this schedule, read with clause 8 of the agreement.

2. For purposes of this schedule –

 2.1 "**benchmark index**" means an index calculated by equally weighting the FTSE-JSE beverages total return index (TRI041) and the FTSE-JSE food producers total return index (TRI043), or their successors in title;

 2.2 "**benchmark return**" for any specific year means the difference between the benchmark index level at the commencement of the year under consideration and the benchmark index level at the end of the year under consideration divided by the benchmark index level at the commencement of the year under consideration;

 2.3 "**excess return**" means the amount, in respect of any year for the duration of the agreement, by which the total return exceeds the total expected return;

 2.4 "**net asset value**" means the audited net asset value of the company if available, or failing that, the net asset value of the company as per the financial statements of the company, but always being the average net asset value calculated on a monthly basis for any given half-year;

 2.5 "**net asset value per share**" means net asset value divided by the number of company shares in issue at the date of the calculation of the net asset value per share;

 2.6 "**the total return**" means an amount, in respect of any year for the duration of the agreement, equal to the sum of:

 – the difference between the company's net asset value per share at the beginning of the year under consideration and the company's net asset value per share at the end of the year under consideration, such ending net asset value per share to be calculated before the effect of the performance fee for the year under consideration on net asset value is taken into account, and

 – the aggregate of the distributions per share, of any nature whatsoever, paid during the year under consideration;

 2.7 "**total expected return**" means an amount, in respect of any year for the duration of the agreement, equal to the benchmark return multiplied by the net asset value per share at the beginning of the year under consideration; and

 2.8 "**weighted average number of outstanding shares**" means the weighted average number of outstanding shares for the year under consideration calculated on the same basis as is used to determine the audited earnings per share of the company.

3. CALCULATION AND PAYMENT OF BASE FEE

 3.1 The Manager shall calculate its base fee for each half-year in accordance with the formula set out in 3.3 and shall deliver a copy of such calculation to the company within 20 business days of the end of the relevant half-year.

 3.2 The Company shall, subject to 12.5.2 of the agreement, pay the base fee for any half-year to the manager within five business days of receipt of the applicable calculation from the manager, into an account nominated for that purpose by the manager. Any disputes between the company and the manager in relation to the base fee shall be dealt with in accordance with the provisions of clause 13 of the agreement.

 3.3 The base fee shall, in respect of each half-year, be calculated in accordance with the following formula –

 $F = [(A \times B) \times (N \div 365)] + [(C \times D) \times (N \div 365)]$

 in which formula –

 F = the base fee for the applicable half-year;
 A = the daily average available cash during the applicable half-year;
 B = 0.15% per annum;
 N = the number of days in the applicable half-year (inclusive of both the first and last days of such half-year);
 C = the net asset value of the company less A, but never less than zero; and
 D = 2% per annum.

 3.4 The base fee calculated in terms of 3.2 above is exclusive of vat.

4. CALCULATION OF PERFORMANCE FEE

4.1 The Manager shall calculate its performance fee for each year in accordance with the formula set out in 4.3 and deliver a copy of such calculation to the company within 30 business days of the end of the relevant year.

4.2 The Company shall, subject to 8.2 and 12.7.2 of the agreement, pay the performance fee for any year to the manager within five business days of receipt of the applicable calculation from the manager, into an account nominated for that purpose by the manager. Any disputes between the company and the manager in relation to the performance fee shall be dealt with in accordance with the provisions of clause 13 of the agreement.

4.3 The performance fee shall be calculated in accordance with the following formula –

$F = (A \times B) \times C$

in which formula –

F = the performance fee for the applicable year;
A = the excess return for the applicable year;
B = 10% per annum, and
C = weighted average number of outstanding shares.

4.4 The performance fee calculated in terms of the formula above is exclusive of vat.

4.5 If, in respect of any year for which a performance fee is calculated, the excess return is negative, then that negative return shall be deducted from the total return used for the calculation of the performance fee for the succeeding year(s).

ANNEXURE 3

EXAMPLE OF APPLICATION OF PROPOSED AMENDMENTS TO MANAGEMENT FEE SCHEDULE

It should be noted that the variables as set out herein are for illustrative purposes only and in no way relate to or should be interpreted as being those of Zeder.

1. **Example with regard to the performance fee calculation based on the existing management fee schedule in the management agreement per the formulae as reflected in Annexure 2 to this circular:**

VARIABLES	
Shares in issue – 1 March 2009 (million)	600
Rights offer ratio	1:2
Rights offer shares issued at 31 August 2009 (million)	300
NAV per share – 1 March 2009	300c
NAV per share – as at 31 August 2009, prior to the rights offer	330c
Growth in NAV per share for the year up to 31 August 2009	**10%**
Growth in NAV per share from 31 August 2009 up to 28 February 2010	**5%**
Total effective growth in NAV per share for the year ended 28 February 2010	**15.5%**
Rights offer issue price	150c
NAV per share – as at 31 August 2009, post the rights offer shares issued[1, 2]	270c
NAV per share – as at 28 February 2010, including rights offer effects	283.5c
Benchmark index – as at 1 March 2009	100
Benchmark index – as at 28 February 2010	109.2
Growth in the benchmark index for the year ended 28 February 2010	9.2%

Notes:

1 NAV per share post the rights offer shares was calculated as follows: ((330c x 600m) + (150c x 300m)) / 900m.

2 Due to the rights offer shares issued at a discount to the NAV per share, the dilutive effect is clearly shown as the NAV per share post the rights offer is 18% lower than the NAV per share prior to the rights offer.

APPLICATION OF VARIABLES		
SYMBOL	**DESCRIPTION**	
	Total return (283.5c – 300c)	(16.5c)
	Benchmark return	9.2%
	Total expected return (300c x 9.2%)	27.6c
A	Excess return ((16.5c) – 27.6c)	**(44.1c)**
C	Weighted average number of shares outstanding for the year, including the rights offer shares (million)	750
B	10% per annum	
F	The performance fee for the applicable year	

Performance fee formula:

F = (A x B) x C
F = ((44.1c) x 10% x 750m
F= (R33.075m)

Application of formula: The excess return as calculated is negative, thus the 44.1c per share negative return shall be deducted from the total return used for the calculation of the performance fee for the succeeding year(s) in terms of the existing calculation of the performance fee as per clause 4.5 of the management fee schedule.

This negative return should be viewed against the fact that the total effective return adjusted for the rights issue was 15.5% per year versus the benchmark return of 9.2% which is indicative of an oversight in the existing management agreement. As such, the proposed amendments to the management agreement as set out in Annexure 1, the effects thereof which are detailed below, are proposed by the Board.

2. Example with regard to the performance fee calculation based on the amended management fee schedule in terms of the addendum to the management agreement per the formulae as reflected in Annexure 1 to this circular:

VARIABLES	
Shares in issue – 1 March 2009 (million)	600
Rights offer ratio	1:2
Rights offer shares issued at 31 August 2009 (million)	300
NAV per share – 1 March 2009	300c
NAV per share – as at 31 August 2009, prior to the rights offer[1]	330c
Growth in NAV per share for the year up to 31 August 2009[2]	**10%**
NAV per share – as at 28 February 2010, excluding rights offer effect	346.5c
Growth in NAV per share from 31 August 2009 up to 28 February 2010[2]	**5%**
Total effective growth in NAV per share for the year ended 28 February 2010	**15.5%**
Rights offer issue price[1]	150c
Rights offer value per share – as at 28 February 2010	157.5c
Benchmark index – as at 1 March 2009	100
Benchmark index at date of rights offer – 31 August 2009	105
Growth in the benchmark index for the year up to 31 August 2009[2]	5%
Benchmark index – as at 28 February 2010	109.2
Growth in the benchmark index from 31 August 2009 up to 28 February 2010[2]	4%
Total growth in the benchmark return for the year ended 28 February 2010	9.2%

Notes:

1 The rights offer shares are issued at a 55% discount to the NAV per share as at 31 August 2009, thus the performance of assets acquired from the rights offer must be evaluated separately, as the dilutive effect will negatively impact the NAV per share performance of the portfolio prior to the rights offer.

2 NAV per share grew by 10% up to the rights offer issue date whilst the benchmark index grew 5%. After the rights issue the NAV per share grew by 5% for the remainder of the year, whilst the benchmark index grew by only 4%, thus the benchmark prior and post the rights offer was exceeded.

APPLICATION OF VARIABLES

SYMBOL	**DESCRIPTION**	
	Total return (346.5c – 300c)	46.5c
	Benchmark return ((109.2 – 100)/100)	9.2%
	Total expected return (300c x 9.2%)	27.6c
A	Excess return (46.5c – 27.6c)	18.9c
C	Weighted average number of shares outstanding for the year, excluding the rights offer shares (million)	600
B	10% per annum	
	Total rights offer return (157.5c – 150c)	7.5c
	Rights offer benchmark return	4%
	Total expected rights offer return (150c x 4%)	6c
D	Rights offer excess return (7.5c – 6c)	1.5c
E	Number of rights offer shares outstanding for the period (million)	300
F	The performance fee for the applicable year	

Performance fee formula: ***F = ((A x B) x C) + ((D x B) x E)***

Application of formula: ***F = ((18.9c x 10%) x 600m) + ((1.5c x 10%) x 300m)***
F = R11.34m + R0.45m
F = R11.79m

As shown in the example above the Company's effective growth in NAV per share for the year, being 15.5%, outperformed the growth in the benchmark return, being 9.2%. In this regard the Board is of the opinion that the amendments to the management agreement, as per example set out above, provide a reasonable and fair basis in measuring performance.

(previously Friedshelf 766 Limited)
(Incorporated in the Republic of South Africa)
(Registration number 2006/019240/06)
Share code: ZED
ISIN: ZAE000088431
("Zeder" or "the Company")

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of shareholders of Zeder will be held at 09:00 on Wednesday, 15 April 2009, at 1st Floor, Ou Kollege, 35 Kerk Street, Stellenbosch, for the purpose of considering and, if deemed fit, passing, with or without modification, the following ordinary resolutions:

ORDINARY RESOLUTION NUMBER 1

"**RESOLVED THAT** in terms of Section 221(3) of the Companies Act (61 of 1973) (as amended) ("**the Act**") the general authority granted to the board of directors of the Company at the annual general meeting held on Friday, 20 June 2008 to issue unissued shares in the authorised share capital of the Company, be and is hereby varied to the effect that the unissued authorised share capital of the Company be placed under the control of the directors until the next annual general meeting of the Company who will be entitled to issue and allot such shares in their discretion, provided that share issues, other than any rights offer undertaken by the Company in the period preceding the Company's next annual general meeting, shall in aggregate not exceed 5% of the issued ordinary share capital in issue at 29 February 2008."

The ordinary resolution is subject to the Act, the articles of association of the Company, and the provisions of the Listings Requirements of the JSE Limited.

ORDINARY RESOLUTION NUMBER 2

"**RESOLVED THAT** the management fee schedule reflected as Appendix 1 to the management agreement concluded between PSG Group Limited (or its duly authorised nominee) ("**PSG Manco**") on 29 September 2006 be and is hereby amended by way of the replacement of the aforementioned Appendix 1 in its entirety by Annexure 1 as set out in the circular to Zeder shareholders of Friday, 27 March 2009 of which this notice of general meeting forms a part. "

Zeder shareholders who are related parties (and their associates) in terms of the Listings Requirements, as set out in paragraph 2.1 of the circular of which this notice forms a part, will be taken into account for the purposes of determining whether a quorum is present, but will be excluded from voting on Ordinary Resolution Number 2. Accordingly, the validity of Ordinary Resolution Number 2 is subject to a simple majority of votes of Zeder shareholders other than those Zeder shareholders who are related parties (and their associates).

ORDINARY RESOLUTION NUMBER 3

"**RESOLVED THAT** the waiver of the mandatory offer to shareholders by PSG Financial Services Limited ("**PSG Financial Services**") and/or PSG Group Limited (to the extent necessary) as required in terms of Rule 8.7 of the Securities Regulation Panel's ("**SRP's**") Code on Takeovers and Mergers in terms of Section 440C of the Companies Act (61 of 1973) ("**Code**") as amended, in such circumstances where PSG Financial Services by virtue of it following its rights in a rights offer to be made by the Company as contemplated in the circular to Zeder shareholders of Friday, 27 March 2009 of which this notice of general meeting forms a part, will trigger such a mandatory offer in terms of the Code, be and is hereby approved."

ORDINARY RESOLUTION NUMBER 4

"**RESOLVED THAT** the board of directors of Zeder be and are hereby authorised, instructed and empowered to do all such things and sign all such documents as may be necessary or incidental in order to give effect to Ordinary Resolution Number 1 and/or Ordinary Resolution Number 2 and/or Ordinary Resolution Number 3 to the extent that either or both of the aforementioned resolutions are approved by the requisite majority of Zeder shareholders entitled to vote thereon."

VOTING AND PROXIES

Shareholders entitled to attend and vote at the general meeting may appoint one or more proxies to attend, speak and vote thereat in their stead. A proxy need not be a member of the Company. A form of proxy, in which are set out the relevant instructions for its completion, is enclosed for the use of a certificated shareholder or own-name registered dematerialised shareholder who wishes to be represented at the general meeting. Completion of a form of proxy (*pink*) will not preclude such shareholder from attending and voting (in preference to that shareholder's proxy) at the general meeting.

The instrument appointing a proxy and the authority (if any) under which it is signed must reach the transfer secretary of the Company at the address given below by not later than 09:00 on Tuesday, 14 April 2009.

Dematerialised shareholders, other than own-name registered dematerialised shareholders, who wish to attend the general meeting in person, will need to request their CSDP or broker to provide them with the necessary authority in terms of the custody agreement entered into between such shareholders and the CSDP or broker.

On a poll, ordinary shareholders will have one vote in respect of each share held. Dematerialised shareholders, other than own-name registered dematerialised shareholders, who are unable to attend the general meeting and who wish to be represented thereat, must provide their CSDP or broker with their voting instructions in terms of the custody agreement entered into between themselves and the CSDP or broker in the manner and time stipulated therein.

By order of the Board

PSG Corporate Services (Proprietary Limited)
Company secretary

Stellenbosch
27 March 2009