

TRUST DEED

DBC LIFE TRUST
DEED OF TRUST

MADE AND ENTERED into by and between:

The Durbanville Baptist Church

("the Founders")

Of the one part;

And

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-
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-
-

("The Trustees")

Of the other part

WITNESSETH

WHEREAS the Founders and the Trustees wish to create a Financial Fund in order to achieve the public benefit activities as detailed in the objectives. Durbanville Baptist Church therefore establishes this Trust to regulate the work and finances as well as to effectively run it as a registered Public Benefit Organisation and a registered Non Profit Organisation. The effective date of this Trust Deed is the date of execution of this deed.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. INTERPRETATION

In this Deed unless it appears otherwise from the context:-

- 1.1. Words importing the masculine gender shall include the female gender and vice versa;
- 1.2. Words importing the singular shall include the plural and vice versa;
- 1.3. "The Founders" means Durbanville Baptist Church;
- 1.4. "Trustees" shall mean the Trustees for the time being of the Trust herewith constituted, and "Trustee" shall have a corresponding meaning, the Trustees shall collectively be known as the Board.
- 1.5. "TRUST FUND" means the assets forming the subject of this donation, any securities or investments or assets (movable or immovable) which may from time to time be acquired from the subject of this donation and any additional assets which the Founders or any other person may donate or dispose of to and invest and deliver to the Board as part of this Deed and shall include all income arising from any funds, investments, re-investments, capital appreciation held or made from time to time by the Board;
- 1.6. "The Trust" means the **TRUST** which is hereby established;
- 1.7. "Income" means the net income of the TRUST FUND after the Board have met all administration charges and liabilities payable out of revenue;
- 1.8. "The Auditors" the firm of Auditors as may from time to time be appointed by the Board;
- 1.9. "The beneficiaries" means those more fully described in clause 5.1;
- 1.10. "The Master" means the Master of the High Court of South Africa, or such other office as may replace the present office of the Master, and in particular means the Master of the Provincial or Local Division of the High Court of South Africa having jurisdiction in regard to the affairs of the Trust from time to time;

2. DONATIONS AND ACCEPTANCE

2.1 The Founders hereby irrevocably donate an initial sum of R100.00 (one hundred rand) to the Board, to be held by them IN TRUST and to be dealt with and administered by them upon the terms and conditions herein set out and such donation shall be irrevocable.

2.2 The Board hereby accept the donation aforesaid on the terms set out herein and accept the Office of Trustee and undertake to discharge their duties in terms of this Deed.

3. NAME

The name of the Trust Fund hereby created is **DBC LIFE TRUST**.

4. PURPOSE STATEMENT

Demonstrating the relevance of JESUS CHRIST in today's society.

5. OBJECTS

5.1. The principal object of the Trust is to create and administer a charitable Trust Fund for the purpose of:

5.1.1. Developing and sustaining both practical and spiritual work amongst those affected and infected by HIV/Aids, other terminal illnesses and those with other special needs.

5.1.2. Advancing sustainable development and spiritual ministry amongst the poor, unemployed and needy.

5.1.3. Development of communities through educational and health related programmes.

5.1.4. Providing humanitarian assistance and relief after a crisis.

5.2. The methods that will be employed in the objectives outlined will be varied. The following are examples of such methods: Financial assistance, developmental programmes, training, evangelism, partnerships, community projects, research, Bible based training and education, etc.

6. ACTIVITIES AND AREA OF OPERATION OF THE TRUST

6.1. The activities of the Trust shall be confined to the Republic of South Africa; the funds of the Trust shall be invested within the Republic of South Africa and the donations made by the Trust shall be confined to the Republic of South Africa.

6.2. The Trust shall not have the power to carry on any activities other than those in pursuance of its objects.

7. **TRUSTEES**

7.1. The First Trustees elected by the Durbanville Baptist Church shall be:

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7.2. The term of office of Trustees is two years but any trustee may be re-appointed for a further term or terms.

7.3. There shall at all times be not less than five (5) and not more than ten (10) Trustees in office, which Trustees shall collectively be known as the Board.

7.4. The Durbanville Baptist Church as Founders of the trust shall be entitled from time to time to replace any of the Trustees, to appoint additional Trustees and to appoint Trustees in the replacement of any Trustee who ceases to act for any reason.

7.5. In the event of the number of Trustees falling below five (5):

- 7.5.1. The surviving Trustee or Trustees shall retain the power, and be required, to act in terms of this clause to appoint further Trustees, so as to increase the appointed Trustees to the required number within a period of sixty (60) days;
- 7.5.2. The surviving Trustees shall, pending such appointment, have power to exercise all the functions and powers of the Board under this Deed. Should they fail to timeously appoint such additional Trustees then the Durbanville Baptist Church Executive shall make such appointments on behalf of the Board.
- 7.5.3. The surviving Trustees must consult with the Durbanville Baptist Church Executive for their recommendation as to who the new Trustees will be.
- 7.5.4. All Trustees must be in regular attendance at the Durbanville Baptist Church.

7.6. The Durbanville Baptist Church Executive or the Board shall have the power, from time to time to appoint any other person to act as a Trustee alternate during a Trustees absence or inability to act as Trustee. An alternate Trustee, whilst acting in the place of the Trustee, shall exercise and discharge all the duties and functions of a Trustee as if he was present. The appointment of an alternate Trustee shall cease on the happening of any event, which, if he were a Trustee would disqualify him from acting as such on any of the grounds set out in clause 9 hereunder. If the appointed trustee ceases to be a Trustee, or gives notice to the Board, the mandate of such alternate Trustee representing such Trustee shall forthwith cease.

8. **SECURITY**

No Trustee, whether appointed under this Deed or as a successor, shall be required to furnish any security of any nature whatsoever for the performance of any of his duties to the Master of the High Court or any other authority under any Law or regulation and in particular under the Trust Property Control Act of 1988 or any other statutory provision now or which may hereafter be in force.

9. **VACATION OF OFFICE BY A TRUSTEE**

The office of a Trustee shall *ipso facto*, immediately and without intervention of the Court, be terminated and shall be vacant and the trust capital shall cease to vest in him:

- 9.1. if he becomes incompetent and/or unfit to act as trustee in terms of Section 20 of the Trust Property Control Act;
- 9.2. upon the death, of a Trustee;
- 9.3. if his estate is sequestrated, be it provisionally or finally and as insolvent he is not rehabilitated, is placed under administration, or makes any arrangement or composition with his creditors generally;
- 9.4. if he becomes mentally deranged or feeble minded;
- 9.5. if he is found lunatic or becomes unsound of mind or is declared incapable of managing his own affairs;
- 9.6. if he resigns his office by giving written notice to that effect to the Board;
- 9.7. if he is disqualified to act as a director of a company under the Companies Act in force from time to time;
- 9.8. if a Trustees appointment is terminated by the Durbanville Baptist Church Executive.
- 9.9. if a Trustees appointment is terminated by a three quarter majority vote of a duly constituted quorum of the Board.

10. **SUPPLEMENT**

The Founders may at any time hereafter donate to the Trust Fund further assets and securities. The Trust Fund may also accept gifts of securities and other assets from any other source. Such assets shall thereupon be deemed to form and become part of the Trust Fund hereby created, and shall be held by the Board subject to the conditions of this Deed. The Board is also authorised to sell such securities or assets should this be in the best interest of the Trust.

11. **MEETINGS OF TRUSTEES**

The following provisions shall apply in regard to the performance by the Board of their duties in terms of this Trust Deed from time to time:

- 11.1. The trustees shall meet within seven days of registration of this deed.
- 11.2. The Trust shall hold an Annual General Meeting each year. The first Annual General Meeting shall be held within eighteen (18) months after the date of its registration. The Trust shall thereafter in each year hold an Annual General Meeting within 120 days after the end of its financial year.
- 11.3. Annual General Meetings and other General Meetings shall be held at such time and place, as the Board shall appoint.
- 11.4. An Annual General Meeting shall be called by not less than twenty-one (21) clear day's notice in writing and any other meeting of the Board shall be called by not less than seven (7) clear days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and the day for which it is given and shall specify the place, the day and the hour of the meeting and shall be given to each Trustee's last known address or in such other manner, if any, as may be unanimously prescribed by the Board: provided that a meeting of the Board shall notwithstanding the fact that it is called by shorter notice than that specified herein, be deemed to have been duly called if it is agreed to by more than three quarters of the Board ;
- 11.5. The Board shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they may deem fit;
- 11.6. The Board shall elect from their body a chairperson to hold office for such period as the Board may decide, subject to the provisions of 11.6;
- 11.7. A Trustee who is elected as Chairperson shall hold office from the date of such election until the next annual general meeting of the Trust, unless appointed for a lesser period;
- 11.8. In the event of an equality of votes arising at any meeting of the Board, the Chairperson shall have a casting vote;
- 11.9. All resolutions shall be decided on a majority of votes, save as elsewhere stipulated in this Deed;
- 11.10. No deadlock shall entitle any beneficiary or Trustee to apply for a sequestration of the Trust. Deadlock will be referred to the Durbanville Baptist Church Executive for resolution;
- 11.11. A quorum for any meeting of the Board shall be more than 50% of the Trustees appointed from time to time. If a quorum is not present at a meeting of the Board of which at least seven (7) days prior written notice has been given to all Trustees, the meeting shall stand adjourned to the same day and same time, seven (7) days after the calling of the first meeting at which a quorum was not present, and if such day be a public holiday, then it shall adjourn to the day

following such public holiday. Should a quorum then not be present at such adjourned meeting, then the meeting shall nevertheless proceed and shall be constitutionally constituted to transact all business allowed to be transacted by the Board in terms of this Deed of Trust.

- 11.12. Any trustee shall be entitled, on written notice to the other Trustees, to summon a meeting of the Board from time to time.
- 11.13. A Resolution in writing signed by all the Trustees for the time being shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted;
- 11.14. All contracts, Deeds and other documents which require to be signed on behalf of the Trust shall be signed in such a manner as the Board from time to time determine;
- 11.15. The Board must enter all resolutions regarding trust affairs in a minute book and in this regard the same procedure can be followed as companies are obliged to comply with, according to section 204 of the Companies Act 61 of 1973 (as amended).

12. MODUS OPERANDI AND POWERS

- 12.1 The Board shall utilise the Trust Fund solely for the objects for which it has been established or for investment as stated hereunder.
- 12.2 The Management and control of the Trust shall vest in the Board who shall be entitled to perform all acts whatsoever which they in their discretion deem necessary and/or beneficial for the objects of the trust and the preservation or increase of the capital of the trust and for the benefit of the beneficiaries and for this purpose may take any action in the norm of the trust, which a natural person being of full legal capacity may do regarding his own affairs.
- 12.3 Administration of the Trust Fund will be conducted in accordance with the object and purpose of the Trust as set out in this Trust Deed.
- 12.4 Without detracting from the generality of this provision, the Board shall be empowered:
 - 12.4.1 To invest available funds, provided that such funds shall be invested only:
 - 12.4.1.1 With registered Financial Institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984.
 - 12.4.1.2 In financial instruments as defined in Section 1 of the Financial Markets control Act, 1989 (Act No. 55 of 1989);

- 12.4.1.3 In other commercial paper, issued or secured by issuers classified from time to time by the Treasury as defined in the Public Finance Management Act (Act No 1 of 1999) if the Commissioner has approved of the category in which the issue falls pursuant to such classification, and such category is stated in such memorandum, articles of association, constitution or deed of trust.
- 12.4.1.4 Investments may be made by the Board from time to time in terms of the provisions of this deed, provided only that such investments are within the powers of the Board.
- 12.4.2 To accept and acquire for the purpose of the Trust Fund any gifts, bequests or payments from any person, firm, company or association that may be given, bequeathed or paid to them as an addition or with the intention to add to the funds hereby donated to them, and any addition so accepted and acquired shall be deemed to form part of such Trust Fund and shall be administered and dealt with subject to the terms of this deed, subject to the condition that any such addition so accepted and acquired shall be irrevocable.
- 12.4.3 To borrow money in such amounts and upon such terms as they may determine for the purposes of acquiring any assets for investment purposes or for effecting any improvements to any asset or property so acquired or for the purpose of administering the Trust Fund, and to secure such borrowing by the mortgage or pledge of any such assets which are held by them from time to time.
- 12.5 The Board may not borrow money in excess of seventy five percent of the value of the trust assets.
- 12.6 The Trustees is entitled (from time to time) to open a bank account in the name of the trust; to draw cheques and deposit moneys on the account; have bills of exchange and securities issued against the account and hand over bills of exchange in favour of the trust for collection.
 - 12.6.1 For the purposes of this sub paragraph the signature of any two of the Trustees is sufficient for any action regarding the bank account, provided the authority granted is supported by a proper resolution of the Board. "Bank account" includes accounts, and credit arrangements with banks and other financial institutions.
- 12.7 To employ agents and other people to carry out the objects of the Trust Fund and to pay them out of the Trust Fund and to confer upon any agents so appointed the right to exercise any specified discretion which may be vested in the Board.
- 12.8 The Board shall have full power and authority to take steps in any court of Law for the recovery of any monies owing to The Trust or for the enforcement of protection of any legal rights, to institute and/or defend any action, to withdraw, settle or

compromise any claim whether made by or against them, to refer any matter to arbitration and to carry out and perform any reward made there under.

- 12.9 To sign and execute transfers and cessions of property (whether movable or immovable, corporeal or incorporeal), bonds, consents to cancellation of bonds, leases, servitudes, and other deeds, and powers of attorney relating thereto, and generally all documents of any nature whatsoever provided any of the documents referred to in this paragraph are used for the purpose of investment by the Trust or for the realisation or disposal of assets of or for the Trust or for the carrying out of any other object or term of this Deed; subject to clause 12.6.1 above.
- 12.10 The Board may invest in immovable property either by the purchase direct of such immovable property or by way of sectional title developments, the so-called "share block" system, or by the participation in the shareholding and/or capital in any property company or in any property development scheme in their discretion and may enter into leasing contract or any contract involving the alienation of time-sharing interests pursuant to property time-sharing schemes and in respect of any fixed property howsoever and by whomsoever owned, on such terms and conditions as shall be at their sole discretion.
- 12.11 In regard to any immovable property owned by the Trust, the Board shall have the power to manage and superintend the management thereof, with full power to expend from time to time such portion of the capital or income of the Trust as they may deem necessary to preserve, repair, maintain, improve, alter, erect, demolish and reconstruct such immovable property, or any structures thereon, to exploit or deal with any mineral rights, to improve, sub-divide, consolidate, develop or lease all or any portion thereof, to eject any tenant and generally deal with or dispose of such property as if beneficially entitled thereto.
- 12.12 The Board may enter into any contracts regarding the cession (either as cedent or cessionary), the purchase, sale, lease (either as lessor or lessee) or the granting of any mineral rights or any share therein (with or without the service rights in respect of any fixed property), prospecting or any mining agreement/rights or any options in respect thereof and may join as a party to any existing project, or exercise existing rights or options.
- 12.13 Without in any way derogating from the powers and authority hereinbefore vested, to deal with the assets and/or investments held in Trust by them in such manner as they shall from time to time deem advisable in the interests of the Trust Fund provided that this is in accordance with the objects and constraints contained in this Trust Deed, and to this end the Board shall be vested with all such additional powers and authority as shall be necessary and requisite to enable them to do so for the due and proper administration of the Trust Fund;
- 12.14 To take legal opinion or the advice of bankers, brokers, accountants, auctioneers, or other agents, or any other professional advice and/or assistance, and to act upon the same, in regard to any matter whether in relation to the interpretation of this Deed, or any other documents or statute, or as to the administration of the Trust Fund in which they desire opinion or advice, and to be free from all personal

liability and not chargeable with negligence, should it appear that the trust hereof, or any of the beneficiaries thereby suffer any loss as a consequence of such of their acts; to pay for all such professional services out of the funds of the Trust Fund.

- 12.15 The Board shall have the power to borrow money for the purposes of discharging any liability of the Trust and/or for the purpose of paying Income Tax and/or for the purpose of making payment of capital to any Beneficiary and/or for the purpose of making a loan to any Beneficiary and/or for the purpose of making an investment and/or for the purpose of preserving any asset or investment of the Trust and/or for any other purpose deemed necessary or desirable by the Board. As security for any monies so borrowed, the Board shall be entitled to pledge, mortgage or otherwise encumber all or any assets of the Trust in such a manner and subject to such terms and conditions as they shall think fit. Subject further to the provisions of clause 12.9 above.
- 12.16 The Trustees is entitled to execute any document or deed regarding alienation, distributions, barter, transfer, mortgaging, hypothecation or otherwise at any deed office, mining title office or other public office which deals with servitudes, usufructs, limited interests or otherwise, and to make any application, grant permission and agree to any amendment, alteration, annulment, cession, exemption, reduction, substitution or anything else that relates in general to any deed, mortgages or documents, and to obtain copies of deed, mortgages or documents, for any purposes, and in general to take or have any action whatsoever taken at any such office. Subject further to the provisions of clause 12.5 and 12.6.1 above.
- 12.17 The Board is entitled to insure any asset of the trust and to pay all premiums and amounts on such.
- 12.18 The Board is entitled to exercise in general the powers and competencies of a company board of directors and, more particularly, *mutatis mutandis* to exercise the competencies granted in schedule 2 of the Companies Act no 61 of 1973. Subject to the provisions of clause 12.5 and 12.6.1 above.
- 12.19 The Board may:
- 12.19.1 Treat any periodic receipts as income (although received from wasting assets), without being required to make provision for amortisation of wasting assets;
 - 12.19.2 Determine whether any amount received by them represents, for the purpose of this Deed, capital or income. Any determination made by the Board as aforesaid shall be final and binding and not open to challenge by anyone;
 - 12.19.3 In order to give effect to the terms and conditions of this Deed and the administration of the Trust Fund, adopt such procedure and take such administrative steps as they shall from time to time deem necessary and advisable.

- 12.19.4 Determine the manner from time to time by which all contracts, deeds and other documents which require to be signed on behalf of the Trust Fund shall be signed and executed.
- 12.19.5 Meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Trustees shall at any time be entitled to summon a meeting of the Board.

12.20 The Board shall:

- 12.20.1 Be prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilise its funds solely for the object for which it has been established, or to invest such funds—
 - 12.20.1.1 With a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990)
 - 12.20.1.2 In such other prudent investments in financial instruments and assets as the Commissioner for the South African Revenue Service may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations - Provided that the provisions of this subparagraph shall not prohibit the trust from retaining any investment (other than any investment in the form of a business undertaking or asset which is used in such business undertaking) in the form that it was acquired by way of donation, bequest or inheritance;
- 12.20.2 Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act, No. 58 of 1962: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution board or body which is exempt from tax in terms of section 10 (1) (cA) (i) of the Income Tax Act, No. 58 of 1962, which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation;
- 12.20.3 Cause to be maintained proper accounting and other records of all transactions concluded by them in their capacities as such;
- 12.20.4 Cause to be framed as at the last day of February (or as at such other date as the Board shall from time to time determine) an account of the administration of the Trust disclosing the Trust Fund, all receipts and payments made by or to the Trust, and the manner in which the Trust Fund is held or invested.

- 12.20.5 Procure that the books and records of the Trust, and the account referred to in 12.20.3 above, be audited annually by Auditors;
- 12.20.6 From time to time furnish the Master with such information regarding the affairs of the Trust as he may legally require.
- 12.20.7 Instruct the Auditors of the Trust from time to time to disclose such information regarding the affairs of the Trust to the Master as he may legally require;
- 12.20.8 Maintain proper minutes of all meetings of the Board and all decisions from time to time taken by the Board;
- 12.20.9 Have the power to delegate any of their powers to committees consisting of two or more Trustees, or to any one or more employees of the Trust.

13. **TRUSTEES' DECISIONS AND CONTRACTS**

- 13.1 Any decision reached by the Board in the exercise of any power or discretion conferred upon them in terms of this Trust Deed shall –
 - 13.1.1 be final; and
 - 13.1.2 Not be challenged under any circumstances whatever, by any of the beneficiaries or any other person who may have an interest in the Trust.
- 13.2 A Trustee or any firm of which he is a member or partner may be employed to act in any matter relating to the Trust, and the administration thereof, and shall be entitled to charge and be paid for any services rendered by him or his firm in any professional capacity including acts, which any Trustee could have done personally, subject to the provisions of clause 13.4 below.
- 13.3 Any reasonable expenses incurred by a Trustee in the execution of his duties on behalf of the trust may be reimbursed to him by the Trust on approval of the Board.
- 13.4 No Trustee shall be disqualified by his office as Trustee from contracting with the Trust, nor shall any contract entered into by or on behalf of the Trust in which any Trustee is interested, whether directly or indirectly, be declared null and void, nor shall any Trustee so interested be liable to account to the Trust for any benefit received or profit realised by or arising from such contract, whether directly or indirectly, by reason only of such Trustee holding office as such, provided that he shall have disclosed the nature of his interest to his co-Trustees on or before the making of such contract or provided that such interest shall already be known to his co-Trustees; and provided that his co-Trustees may, but shall not be obliged to require that the trustee so interested shall recuse himself from any meeting of the Board or part thereof at which any such contract is to be discussed and he shall not vote in respect of any resolution pertaining to any such contract. In that event, the decision of the remaining Board shall be

deemed to be the decision of the Board notwithstanding the fact that the number of Trustees voting would not otherwise constitute a quorum.

13.5 Neither a Trustee nor any of his relatives may receive any benefit from the funds or the income of the Trust, unless they fall within the ambit of the objects of the trust as set out in clause 5 of this document. For such Trustee or relative to receive benefit from the Trust, such benefit must be disclosed to the Board before such Trustee or relative receives such benefit, or provided that such benefit shall already be known to his co-Trustees; and provided that the co-Trustees may, but shall not be obliged to require that the trustee so benefited recuse himself from any meeting of the Board or part thereof at which any such benefit is to be discussed and he shall not vote in respect of any resolution pertaining to any such benefit. In that event, the decision of the remaining Trustees shall be deemed to be the decision of the Board notwithstanding the fact that the number of Trustees voting would not otherwise constitute a quorum.

13.6 If the Trustees bona fide make any payment to any person whom they assume to be entitled thereto under the terms of this Deed, and it is subsequently found that some other person or persons is or are entitled thereto hereunder, the Trustees shall nevertheless not be responsible, for the moneys so paid.

14. **REMUNERATION AND PROFESSIONAL FEES OF TRUSTEES**

14.1 The Trustees shall not be entitled to any remuneration for the performance of their duties as such;

14.2 All bona fide costs and expenses incurred by the Board in the administration of the Trust or the exercise of the powers conferred upon them shall be paid by the Board out of the Trust income and/or Trust Fund, as may be decided by the Board.

15. **LIABILITY OF THE TRUSTEES**

15.1 No Trustee shall be answerable for or be liable to make good to the Trust or any beneficiary or any other interested party any loss occasioned or sustained by any cause however arising, save and except such loss as shall arise from or be occasioned by his own personal and wilful dishonesty or other wilful misconduct.

15.2 No Trustee shall be liable for any act of dishonesty or other misconduct committed by another Trustee unless he knowingly allowed it or was an accessory thereto;"

15.3 The Trustees are indemnified out of and by the Trust Fund against all claims and demands of whatsoever nature that may be made upon them arising out of

the bona fide exercise or purported exercise of any of the powers conferred upon them in terms of this Trust Deed.

- 15.4 No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

16. **AMENDMENTS TO THE TRUST DEED**

The terms of this Trust document may be amended by written agreement between the Trustees provided that at least three quarters of the Trustees, have voted in favour of that resolution; provided however, that no such amendments shall alter the purpose for which this deed is established and the Trust Fund shall be devoted to the purposes as stated herein and provided further that a copy of all amendments to the Trust Deed shall be submitted to the Commissioner for Inland Revenue and Director of Non-profit organisations. Such amendments by the board shall only be of effect should the Founders approve the changes.

17. **COST AND REGISTRATION OF TRUST**

The costs incurred in the formation and registration of this Trust shall be borne by the Founders.

18. **APPLICATION OF INCOME**

The income and property of the Trust shall be applied solely towards the promotion of its main objects as described in clause 5 above. No portion thereof may be paid or transferred directly or indirectly, by way of distributions, bonus or otherwise to the Trustees; provided that nothing herein contained shall prevent the payment in good faith of reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees.

19. **INVESTMENT OF ASSETS**

Wherever possible all assets of the Trust Fund shall be invested in its name. However, if it be necessary for any stocks, shares, securities and/or investments of the Trust Fund to be registered under the name of the Trustees, the same may, in the discretion of the Trustees be registered in the name or names or any nominee or nominees of the Trustees who shall hold such shares or other securities for and on behalf of the Trust and execute the customary Declaration of Trust in respect thereof. All rights attaching to any shares or other securities owned by the Trust shall be exercised on behalf of the Trust by such person (including the Trustees) and in such manner as the Board shall from time to time determine, and to this end the Board shall be entitled to execute and grant such powers of attorney, proxies and other documents as shall be necessary.

20. **DISSOLUTION**

- 20.1 The Trust may be dissolved upon the resolution to that effect of 75% of the Trustees, at a meeting of Trustees convened for the purpose of considering such matter and of which meeting not less than 21 (twenty-one) days notice has been given. The notice convening the meeting shall clearly state that the question of the termination of the Trust and disposal of its assets will be considered. If there is no quorum at such meeting, the meeting shall stand adjourned for not less than one week and the members attending such meeting shall constitute a quorum. Such decision by the Board shall only be of effect should the Founders approve of the dissolution of the Trust.
- 20.2 If upon the termination of this Trust there remain any assets whatsoever after the satisfaction of all its debts and liabilities, all such assets thus remaining shall be transferred to any similar public benefit organisation which has been approved in terms of this section 30 of the Income Tax Act, No. 58 of 1962.
- 20.3 The choice of the institutions to which the capital and income shall be disposed of as aforesaid shall be decided by a majority vote of the Trustees at the meeting at which it was decided to terminate the Trust, or in default of such decision as may be decided by the Founders.
- 20.4 When all the capital and income has been paid and transferred in terms of paragraph 20.2 and 20.3 hereof, the Trust shall terminate.

21. **REGISTRATION**

This Deed shall be lodged with the Master of the High Court of South Africa (Western Cape Local Division) and with the Commissioner for Inland Revenue.

22. **ADMINISTRATION**

The trustees nominate CAP Chartered Accountants to be the initial Auditor of the Trust.

SIGNED BY THE PARTIES AT _____ THIS _____ DAY OF _____ 2007.