

**MAKANA GOAT FARMERS CO-
OPERATIVE CRAFT VILLAGE
TRUST**

DEED OF TRUST

August 2005

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MAKANA GOAT FARMERS CO-OPERATIVE CRAFT VILLAGE TRUST

DEED OF TRUST

1. BACKGROUND

- 1.1 The beneficiaries referred to in Clause 3.1.4 have applied to the Department of Land Affairs to lease the land referred to in Clause 3.1.6 and require to establish a Trust to hold and administer the land.
- 1.2 This Trust is established for that purpose and for the purposes of the general development of the beneficiaries.

2. CREATION

- 2.1 A Trust named the **Makana Goat Farmers Co-operative Craft Village Trust** is hereby established for the purposes and upon the terms and conditions stated in this Deed of Trust.

3. DEFINITIONS

- 3.1 In this Deed, unless the context clearly indicates otherwise:-
- 3.1.1 Words referring to any one gender shall include the other and words referring to the singular shall include the plural and vice versa;
- 3.1.2 Clause 1 and the headings in this Deed are used for reference and convenience only and shall in no way be used to explain, amplify, modify or aid in the interpretation of this Deed;
- 3.1.3 **“The Founder”** shall mean Terry Myburgh an adult of full capacity;
- 3.1.4 **“The Beneficiaries”** shall, subject to the provisions of Clause 3.2 collectively mean:
1. Those persons whose names appear on the list contained in the Appendix 2. or as revised from the latest register of Beneficiaries approved by the Trustees.
 2. Those persons who are subsequently admitted as beneficiaries, and
 3. The members of the families of the persons mentioned in Clauses 3.1.4.1 and 3.1.4.2 hereof.

- 3.1.5** “**Family**” in the context of the beneficiaries, shall mean those persons considered to be members of a family in accordance with the traditions and customs practiced by the majority of the beneficiaries, and “**household**” shall have the same meaning.
- 3.1.6** “**The Land**” shall mean certain immovable property described in a surveyed diagram attached to this Deed of Trust as Annexure A.
- 3.1.7** “**The Trust Fund**” shall mean the entire assets or fund held and administered in terms of this Deed by the Trustees from time to time.
- 3.1.8** “**The Trustees**” shall mean not only the First Trustee, but also any persons assumed by them or succeeding them as Trustees or appointed in terms of the Trust Deed.
- 3.1.9** “**Discretion**” shall mean the sole and absolute discretion of the Trustees, but subject to the provisions of Clause 9 hereof.
- 3.1.10** “**Member**” shall mean either a Trustee or Beneficiary according to the latest lists with the Registrar.
- 3.2** The following provisions shall apply to beneficiaries:
- 3.2.1** All the persons referred to in Clauses 3.1.4.1; 3.1.4.2 and 3.1.4.3 shall, subject to any specific provision of this Deed to the contrary, all be equal in standing as beneficiaries of the Trust.
- 3.2.2** Persons may be admitted to be beneficiaries of the Trust from time to time in accordance with such procedures, terms and conditions as the Trustees may, in consultation with the beneficiaries, from time to time determine.
- 3.2.3** Only beneficiaries of the age of 18 years or over shall be entitled to vote in any meeting of the beneficiaries prescribed in terms of this Trust Deed.
- 3.2.4** Any beneficiary may terminate his or her membership of the Trust by giving notice to the Trustees of such termination in writing.
- 3.2.5** In the event of the head of any family giving notice to the Trustees, terminating his or her status as a beneficiary, then all the members of the family of such person shall also be deemed to have terminated such status, unless the members of such family or some of them give notice to the Trustees that they wish to remain beneficiaries, such notice to be given within three months of the date of the notice referred to in Clause 3.2.4 hereof.

3.2.6 The status as beneficiary of any minor members of any family affected by a decision of any member of such family to remain beneficiaries under circumstances contemplated in Clause 3.2.5 shall be determined according to the traditions and customs practiced by the majority of the beneficiaries which determine whether such minor child or children remain under the guardianship of the member who has terminated his/her status as a beneficiary or of the member who has indicated his/her intention to remain a beneficiary.

3.2.7 A beneficiary may be deprived of his/her status as a beneficiary of the Trust if in accordance with the following rules:

1. Such status may only be terminated on one or more of the following grounds:
 - (a) That the beneficiary has persistently behaved in a manner prejudicial to the good administration of the Trust and the land;
 - (b) That a beneficiary has been convicted of a criminal offence which materially affects the Trust, and other beneficiaries or the administration of the land; and
 - (c) That a beneficiary has failed or refuses to pay any sum lawfully payable by him under or in terms of any provision of this Trust.
2. In the event of the Trustees deciding to deprive a beneficiary of his or her status as a beneficiary of the Trust, they shall refer the complaint to the traditional court of the Founder for adjudication.
 - (a) On receipt of the decision of the tradition court, the
 - (b) Trustees may terminate the status of the beneficiary as such.

3.2.8 In the event of a beneficiary being deprived of his/her status as a beneficiary of the Trust, then only the member specifically concerned shall be affected by such decision and the other member of such member's family shall remain beneficiaries.

4. DONATION

4.1 The Founder and beneficiaries hereby irrevocably donate to the Trustees three months volunteer work time on the conditions and subject to the Trust set out herein.

4.2 The donation made in terms of Clause 4.1 hereof shall immediately vest in the Trustees, but always subject to the terms of this Deed.

5. OBJECTS OF THE TRUST

5.1 The primary objects of the Trust shall be:

5.1.1 To lease the land from the State, to pay any rental due in terms thereof and to administer the lease;

5.1.2 To utilize the land demarcated as the **Makana Goat Farmers Co-operative Craft Village**.

5.1.3 To cause the land to be used to best advantage for the benefit of the beneficiaries;

5.1.4 To promote the economic development of the beneficiaries so as to improve the quality of their lives;

5.1.5 To utilize part of the income of the Trust for the establishment of community facilities in all sectors of their communal life;

5.1.6 To encourage and promote the involvement and integration of beneficiaries at grassroots level in the upgrading and development of their living environment so as to improve the quality of their lives.

5.2 The further objects of the Trust shall be:

5.2.1 To raise, receive and hold funds, from any lawful source, for the purposes of the Trust and to manage, administer and disburse those funds in pursuance of the objects of the Trust and for administrative purposes;

5.2.2 To conduct and operate any financial assistance or subsidy programme or project to achieve the primary objects of the Trust and to co-operate with any other association of persons conducting such a programme or project;

5.2.3 To provide and make available funds by way of loans, grants, donations, bursaries, scholarships or gifts, upon such terms and conditions as the Trustees may in their discretion determine, to any person, including any association of persons, to develop and maintain any project or programme which, in the discretion of the Trustees, shall be consistent with the primary objects of the Trust and for the benefit of the beneficiaries, and to encourage, initiate, promote, take part in or hold shares in, or sustain any such project or programme.

5.2.4 To guarantee, upon such conditions as the Trustees may determine, the obligations of any person, including any association of persons, in respect

- of any activity such person may engage in, which the Trustees deem to be consistent with the primary objects of the Trust.
- 5.3** No income or profits of the Trust, howsoever earned, or any benefit provided by the Trust, shall be paid or made over to any Trustee, or any relative of any Trustee or to the Founder, or to any relative of the Founder, save as contemplated in Clause 13, provided, however, that the Trustees or the Founder, or their relatives, in their personal capacities, shall be entitled to receive such income, profits or benefits insofar as they may be a member of any class or group otherwise being a beneficiary of the Trust.
- 5.4** Notwithstanding anything to the contrary in this Trust Deed contained, nothing herein contained shall give any person a claim of right to any benefit arising from anything done or not done by the Trustees in terms of this Deed, and all or any benefits or beneficiaries determined in terms of this Deed shall be determined by the Trustees in their discretion, subject always to the obligation on the Trustees to fulfill the objects of the Trust.
- 5.5** The Trust shall, in its activities, be conscious of the need to:
- 5.5.1** Protect and conserve the environment, and all such activities shall be carried out in a manner which shall have due and proper regard for the environment, and
- 5.5.2** Prevent the overpopulation of the land to the detriment of its carrying capacity.
- 5.6** Subject to the provisions of the Trust Property Control Act, No 57 of 1988 and the common law duties and obligations of Trustees, the Trust shall be accountable to the beneficiaries for all its activities, and shall report regularly to the beneficiaries thereon.
- 5.7** The Trust shall not involve itself in any national or international affairs of a party political nature.
- 5.8** The Trust shall not actively or passively support any party political organisation, nor shall it become a member of affiliate or any such organisation.
- 5.9** The Trustees shall, in their administration of the Trust, apply the principle that there shall be no discrimination against any prospective or existing beneficiary, directly or indirectly, and, without derogating from the generality of this provision, on one or more of the following grounds, namely race, gender, sex, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture or language.

- because of a temporary vacancy amongst their number, provided that no vacancy shall last for more than six months, after which the Trustees may act only to ensure the appointment of new Trustees to fill any such vacancy.
- 6.4** Trustees shall be elected from time to time by the beneficiaries in terms of Clause 7.1.2.3.
- 6.5** If at any time the beneficiaries fail to elect Trustees:
- 6.5.1** Then the Trustees then in office shall nominate a suitable person or persons to fill such vacancy or vacancies; or
- 6.5.2** If there are also no Trustees then in office, the auditors of the Trust, and, if there be no auditors then appointed, the last appointed auditor shall make the necessary nomination for appointment and take all steps necessary to arrange for such appointment to be confirmed by the Master of the High Court in terms of the provisions of the Trust Property Control Act No 57 of 1988.
- 6.6** The Trustees shall, subject to the provisions of the Trust Property Control Act, No 57 of 1988, have all powers that are required or allowed in law, and in particular, the powers that are required of assumption, substitution and co-option, but such powers shall be exercised strictly in accordance with a subject to the provisions, terms and conditions of this Trust Deed.
- 6.7** Any assumption of a Trustee or Trustees shall be effected by means of a written document under the hand of the person or persons entitled to make it.
- 6.8** The following persons shall be disqualified from acting as Trustees:
- 6.8.1** A person who would be disqualified from acting as a director of a Company in terms of Section 218(1)(C) or (D) of the Companies Act, 1973 as amended, or any corresponding statutory provision;
- 6.8.2** A person whose estate has been sequestrated, whether compulsorily or voluntarily, and has not been rehabilitated;
- 6.8.3** A person who has been found to be a lunatic or is of unsound mind as determined by medical or psychiatric evidence or has been declared incapable of managing his affairs;
- 6.8.4** A person who has been convicted of any crime involving dishonesty and is sentenced therefore to serve a term of imprisonment without the option of a fine, or a fine exceeding R1 000,00 which amount shall be adjusted

annually by a percentage equivalent to any increase in the consumer price index most recently announced by the relevant State Department of the South African Government, calculated on the anniversary of the lodging of this Trust Deed with the Master of the High Court in terms of the aforesaid Trust Property Control Act, 1988, provided that the Trustees may, in respect of any particular conviction, by a majority of 75% of the Trustees present and voting, override this Clause.

6.8.5 A person under the age of 21 years;

6.8.6 Any association of persons.

6.9 The office of a Trustee shall be vacated if he:

6.9.1 Becomes disqualified in terms of Clause 6.8;

6.9.2 Is impeached by a majority of three fourths of the beneficiaries who are 18 years of age or older at any meeting called in terms of Clause 7.1 of which not less than twenty-one (21) days notice has been given, in which notice the purpose of the meeting is stated;

6.9.3 Resigns as a Trustee by the giving of not less than sixty (60) days (or such shorter period as the remaining Trustees may agree to) written notice to the remaining Trustees;

6.9.4 Fails to attend three consecutive meetings of the Trustees duly called and constituted as provided in this Deed of Trust without the prior leave of the Trustees or without a good and valid reason.

7. ACCOUNTABILITY

7.1 Each year within three months of the close of every financial year of the Trust, the Trustees shall call a meeting of the beneficiaries to be held on or in the vicinity of the land.

7.1 The purpose of the meeting will be:

7.1.2.1 To hear a report from the Trustees on the activities of the Trust since the last such meeting, and to discuss the report;

7.1.2.2 To enable the beneficiaries present at the meeting to decide on policies, principles and guidelines which the Trustees **must** apply in the activities of the Trust, provided that such policies, principles and guidelines do not conflict with the provisions of this Trust Deed; and

- 7.1.2.3** To nominate and elect candidates to be appointed Trustees in the place of those who will retire in the coming year as required by Clause 6.
- 7.2** If at least 25 percent of the total number of beneficiaries are of the opinion that the notice which the Trustees gave to the community in terms of Clause 7.1., as the case may be, did not adequately bring to the notice of the community the place, time and/or venue of the meeting, (herein called the original meeting), then they may, within 30 days of the original meeting, send a written petition, signed by them, to the Trustees, demanding that another meeting be held.
- 7.3** The Trustees and those beneficiaries who signed the petition referred to in Clause 7.2 shall together call a new meeting for which at least 14 days notice must be given to all beneficiaries.
- 7.4** The purpose of the new meeting will be to decide in the notice given by the Trustees to the beneficiaries calling the original meeting was in fact adequate or not.
- 7.4.1** If the new meeting decides that the notice was adequate then all the discussions and decisions of the original meeting shall stand unchanged;
- 7.4.2** If the new meeting decides that the notice was not adequate, then the new meeting shall review all the discussions and decisions taken at the original meeting and confirm, reverse or otherwise deal with the issues raised according to the agenda of the original meeting.
- 7.5** Subject to the provisions of this Deed of Trust in general and of this Clause 7 in particular, any such meeting may determine its own rules of procedure, but in the event of a decision not being possible, then the Trustees shall determine such procedures.
- 7.5.1** The Chairperson, or in his absence, the Vice-Chairperson of the Trustees, or in the absence of both, any Trustee present and elected to such post, shall chair any meeting called in terms of this Clause.
- 7.5.2** A quorum for any meeting called in terms of this Clause shall be fifty beneficiaries of the age of 18 years and older, and in the event that no quorum is present within a period of 90 minutes of the time given in the notice of meeting for the commencement of such meeting, then the meeting must be adjourned to a new date not more than 60 days later, for which meeting a new notice of at least 30 days must be given to the beneficiaries in a manner which will bring such notice to the attention of the beneficiaries, and no quorum shall be required at such adjourned meeting.

- 7.6** The Trustees may, and they shall, on receiving a written request signed by at least fifty of the beneficiaries of the age of 18 years or older, at any time call a general meeting of the community for any purpose consistent with the objects of this Trust.
- 7.6.1** The provisions of this Clause 7 relating to the calling of meetings shall apply equally to any meeting called in terms of **Clause 7.6**.
- 7.7** At every meeting called in terms of this Clause 7, every member of the community shall be afforded a reasonable opportunity to express his or her views on any matter on the agenda of such meeting, and the decision-making processes at all such meetings shall be fair and inclusive.
- 7.8** All decisions at such meetings shall be taken by a show of hands and by a simple majority of those beneficiaries present and voting, unless the provisions of the Trust Deed provide otherwise.
- 7.9** Only beneficiaries of the age of 18 years or older may vote at any meeting of the community.
- 7.10** If the beneficiaries present at any meeting of the community decide by a simple majority to make a decision by a secret ballot, then the Trustees shall, notwithstanding Clause 7.8, **proceed** accordingly.

8. PROCEEDINGS OF TRUSTEES

- 8.1** Each Trustee shall have one vote.
- 8.2** Save as may be otherwise provided in this Deed, the decision of a simple majority of Trustees shall be deemed to be the decision of them all.
- 8.3** Reasonable notice shall be given of meetings of the Trustees.
- 8.4** Subject to the provisions of Clause 8.8, the Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 8.5** The Trustees shall from time to time, from amongst their number, elect a chairperson, a vice-chairperson, a secretary and a treasurer to hold office for such period or periods as the Trustees may determine.
- 8.6** At meetings of the Trustees, a majority of the Trustees shall constitute a quorum.
- 8.7** Any Trustee may at any time summon a meeting of Trustees.

- 8.8** A resolution in writing, signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted.
- 8.9** The Trustees shall have the power to delegate any of their powers to a committee or committees consisting of one or more Trustees and they may from time to time alter, amend or repeal such delegation.
- 8.9.1** The Trustee members of any such committee may from time to time invite any persons to be non-voting members of such committee for such period or periods as they may from time to time determine and they may from time terminate such membership.
- 8.9.2** Any delegation of powers made in terms of Clause 8.9 shall not prevent the Trustees themselves from exercising any such powers.
- 8.10** The Trustees shall keep minutes of their meetings in writing and all resolutions passed by the Trustees shall be duly minuted.
- 8.11** Every beneficiary of the age of 18 years or older shall be entitled to inspect the minutes of any meeting of the Trustees at any reasonable time.
- 8.12** Any act or omission by the Trustees not recorded in such minutes shall be invalid.
- 8.13** The chairperson, and in his absence the vice-chairperson, and in the absence of both the chairperson and the vice-chairperson, the secretary shall preside at every meeting of the Trustees and such presiding officer shall have both a deliberative and casting vote.
- 8.14** The first meeting of the Trustees shall be called by the Founder within 30 days of the date of the last signature of this Trust Deed and he shall preside at such meeting until the first chairperson of the Trust is appointed as required in terms of Clause 8.5.

8.15

TRUSTEES' POWERS

- 8.16** The Trustees shall, in addition to the provisions of Clause 6, and also in addition to all powers enjoyed by them under the common law or by statute, have the following specific powers:
- 8.16.1** To acquire and hold, by purchase, lease, donation, bequest, in exchange or in any other lawful manner whatsoever, any property, (whether movable or immovable, corporeal or incorporeal), and to sell, lease,

donate, give in exchange or in any other lawful manner, dispose of such property and to leave any such property which is so acquired by them in the form in which they receive it, for such period as they in their discretion deem fit, and in exercising any powers of sale, whether conferred in this Clause or otherwise, to cause such sale to be effected by public auction, public tender or private treaty, as they consider fit;

- 8.16.2** From time to time, to use and/or disburse the Trust Fund, or any portion thereof, in accordance with the provisions of this Trust Deed in order to achieve the objects of the Trust and in accordance with any condition (if any) which may be attached to the provision of any part thereof;
- 8.16.3** To determine the use to which the assets of the Trust are put, subject always to the objects of the Trust and the provisions of this Trust Deed;
- 8.16.4** From time to time, to invest all or any part of the Trust Fund, including the proceeds of any realisation of any property of the Trust, in or with financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, provided that no part of the Trust Fund shall be invested in shares listed on a licensed stock exchange and defined in the Stock Exchanges Control Act, 1985;
- 8.16.5** To raise, accept and acquire for the purpose of the Trust, any monies, gifts, bequests or payments from any person, firm, company or association, that may be raised, given, bequeathed or paid to them as an addition, or with the intention, to add to the funds hereby donated to them, and any additions so accepted and acquired shall be deemed to form part of the Trust Fund to be administered and dealt with subject to the terms of this Deed, including the compliance with any conditions subject to which any monies are paid to the Trust;
- 8.16.6** To borrow from time to time such sums of money on such terms and conditions as they consider fit, with power from time to time to consent to any variations or alternations of the terms of any such borrowing, and to secure such borrowing or any other obligations of the Trust by the mortgage or pledge, either generally or specially, of any assets constituting portion of the Trust Fund and, if considered fit, to borrow afresh on security or otherwise for the purpose of repaying any such mortgage or pledge;
- 8.16.7** To open and operate (either themselves or by a person or persons authorized by them) upon accounts in banking institutions, building societies and other financial institutions and to utilise such accounts for the purposes of the Trust;

- 8.16.8** To reimburse themselves from the Trust Fund for all expenses which may be incurred by them in or about the execution of the trusts and powers conferred upon them;
- 8.16.9** To employ staff, agents and other people (either casually, temporarily or permanently) to carry out the objects of the Trust upon such terms and conditions as they may from time to time consider desirable, to terminate such employment or agency, and to pay their salaries, fees, commissions, remuneration and other charges out of the Trust Fund and to confer upon any staff or agents so appointed the right to exercise any discretion which may be vested in the Trustees;
- 8.16.10** The Trust may employ Trustees or beneficiaries as staff or agents of the Trust, provided that the conditions of such employment and the remuneration paid to such Trustees or beneficiaries shall be approved by the auditors of the Trust who shall satisfy themselves that such employment, the conditions of employment and the remuneration paid are reasonable in the circumstances;
- 8.16.11** To incorporate companies to carry on any business or other activity approved by the Trustees, to hold shares in such companies, and to appoint directors to such companies, and to do all things as shareholders for the Trust as they could personally do as shareholders of a company in their personal capacities;
- 8.16.12** To insure any assets of the Trust against any loss from whatever cause they consider advisable and to pay the premiums of such insurance out of the income of the Trust;
- 8.16.13** To guarantee debts owing by any party on such terms as they consider fit, including the renunciation of the benefits of execution and division, provided that such party is a beneficiary or a corporation or undertaking in which the Trust and/or one or more beneficiaries have a direct or indirect interest which in the opinion of the Trustees is material;
- 8.16.14** To make secured or unsecured loans of any asset of the Trust, including liquid funds, upon such conditions as the Trustees may consider appropriate, to any beneficiary or company contemplated in Clause 8.16.11;
- 8.16.15** To call in, recover, collect and sue for all monies owing to the Trust, to institute or defend legal proceedings and to sign all deeds, powers of attorney and other documents that may be necessary for any purposes;
- 8.16.16** .6To sign and execute transfers and cessions of property, bonds, consents to cancellations of bonds, leases, servitudes and other deeds and powers of attorney relating thereto, and generally all documents of any nature

whatsoever as may be necessary from time to time in connection with the acquisition, realization, disposal or encumbrance of assets of or for the Trust and the carrying out of the terms of this Deed;

8.16.17 To allow time for the payment of any debts due to them and to grant credit in respect of the whole or any part of the purchase price arising on the sale of any assets constituting portion of the Trust Fund in either case with or without security and with or without interest, as they may think fit;

8.16.18 To enter into contracts on behalf of the Trust and to adopt and to accept benefits under contracts entered into for the benefit of the Trust, whether before or after the creation of the Trust;

8.16.19 To appoint auditors to the Trust and to fix their remuneration;

8.16.20 To do all things reasonably ancillary to the a foregoing powers in order efficient and effectively to achieve the objects of the Trust.

8.17 The powers referred to in Clauses **8.16.1 – 8.16.20 shall only be exercised by the Trustees.**

8.18 In the exercise of their powers in terms of this Clause 8, the Trustees shall act in accordance with the following provisions the Trustees shall manage all property owned, controlled or held by it for the benefit of the beneficiaries in a participatory and non-discriminatory manner.

9. FINANCIAL PROVISIONS

9.1 Proper books of account of the Trust shall be kept by the Treasurer of the Trustees and such books, together with all other papers and documents connected with or relating to the Trust, shall be kept at such place as may be determined by the Trustees and they shall at all times be accessible to each of the Trustees.

9.2 The Trustees may engage such secretarial or accounting assistance as may be required for the purposes of the Trust.

9.3 The Trustees shall, immediately upon the coming into operation of this Trust Deed, appoint an auditor or auditors every 2 years and accountants to manage the regular books annually who shall hold office for such time and subject to such conditions as may be determined by the Trustees and who may from time to time be replaced by the Trustees, it being the intention, however, that there shall at all times be an auditor of the Trust. Every auditor of the Trust shall have free and unhindered access to all the books of account, vouchers and records of

the Trust, and shall be entitled to require from the Trustees, any employees and agents of the Trust, such information and explanations as may be necessary for the performance of the duties of the auditors.

- 9.4** The books of the Trust shall be audited and the auditors shall prepare a set of financial statements of the Trust in respect of each financial year, which statements shall be reported on by the Trustees and the auditors to the meeting of the community referred to in Clause 7.
- 9.5** All monies received by or on behalf of the Trust shall forthwith, on receipt thereof, be deposited in one or more banking or building society accounts to be maintained by the Trust with such branch or branches of such bank or banks or building society or societies or financial institution or institutions as defined in the Banks Act, 1958, as they may deem fit, and all payments to be made on behalf of the Trust shall be made by cheque drawn on such banking account or on one of such banking accounts or by cheque issued by the building society or financial institution with which a particular account is operated.
- 9.6** Deposits to any account of the Trust may be made on the signature of one Trustee or an authorised employee of the Trust.
- 9.7** All operations upon any account or accounts of the Trust shall be made only upon the signatures of not less than two Trustees.
- 9.8** Notwithstanding the provisions of Clause 10.5, the Trustees may from time to time maintain and keep a cash float not exceeding R2 000,00 and may from such float make such payments not exceeding the said sum of R2 000,00 as they deem desirable.
- 9.9** The financial year of the Trust shall not exceed twelve (12) calendar months and shall terminate on the last day of June in each year, and financial accounts shall be prepared as at the end of each financial year.
- 9.10** The Trustees shall keep and maintain a written inventory of all the assets of the Trust exceeding Five Hundred Rands (R500,00) in value. Such inventory shall indicate the nature of the assets, the improvements made thereon and/or thereto, the issue to which such assets are put, the whereabouts of such assets, the name of the person or sub-committee in charge thereof and what insurance has been affected in respect thereof.

10. EXEMPTIONS

- 10.1** The Trustees (including any person assumed or appointed in the place of any Trustee) shall be exempted from any obligation to furnish security

in connection with their appointment and/or for the due administration of the Trust to the master of the High Court or any other person, body or Authority, as provided for in any law now in force or to come into force relating to trusts and the protection of the trust monies, and the Master and any such other person, body or authority are hereby directed to dispense with such security.

10.2 A Trustee shall not enter into a contract with the Trust in which he/she or his/her business shall an interest, and shall not in the course of his/her duties in the administration of the Trust, act in such a manner as to promote merely the interests of such Trustee or an employer of such Trustee, or any business in which he/she has an interest.

10.3 No Trustee shall be liable to make good to the Trust or any beneficiary any loss occasioned or sustained by any cause, howsoever arising, except such loss as may arise from or be occasioned by a failure to show the degree of care, diligence and skill contemplated in Section 9 of the Trust Property Control Act, No 57 of 1988, or his own personal dishonesty or other willful misconduct or gross negligence.

10.4

Subject to the provisions of Section 9 of the Trust Property Control Act, No 57 of 1988:

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

10.4.2 The Trustees shall be indemnified out of the Trust Fund against all claims and demand of whatsoever nature that may be made upon them arising out of the exercise or purported exercise of any of the powers hereby conferred upon them;

10.4.3 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 be subsequently found that some other person or persons is entitled thereto hereunder, the Trustees shall nevertheless not be responsible for the monies so paid.

11. PAYMENT OF COSTS AND TRUSTEES' REMUNERATION

11.1 All costs an expenses lawfully and actually incurred by the Trustees in connection with the administration of the Trust Fund (including any income tax that may become payable by them in their representative capacity in respect of the income of the Trust) shall be paid by the Trustees out of the Trust Fund.

11.2 The Trustees may be remunerated at a reasonable rate, determined in consultation with the auditors of the Trust for their services to the Trust, provided that:

11.2.1 The Trust shall have the funds required to pay such remuneration; and

11.2.2 The amount of such remuneration shall be calculated in relation to salaries and wages paid in the area.

12. REGISTRATION OF PROPERTY AND LEGAL PROCEEDINGS

12.1 Immovable property acquired by the Trust or forming part of the Trust Fund shall be registered in the name of the Trustees for the time being of the Trust.

12.2 Legal proceedings instituted by or against the Trust may be instituted in the name of the Trust.

13. AMENDMENT OF THE TRUST

13.1 The provisions of this Trust Deed may be varied in writing by the Trustees with the concurrence of the beneficiaries at a meeting called in terms of Clause 7.

13.2 Any decision to amend this Trust Deed shall be approved by a majority of 75% of Trustees and 75% of the beneficiaries.

13.3 In the event of any decision taken in terms of Clause 13.1, having the effect of terminating the existence of this Trust, then, if there remain any assets whatsoever after satisfaction of all the debts and liabilities of the Trust, such assets shall not be paid or distributed to the Trustees, or any relative of any Trustee, but shall be donated to such other body or organisation having similar objects as this Trust has, as may be determined by the Trustees in collaboration with the community, or as ordered by any division of the High Court of South Africa on application by any interested party.

14. ACCEPTANCE OF TRUST

14.1 The First Trustees hereby accept the donation referred to in Clause 4.1 hereof and undertake (jointly and severally) to carry out the terms and conditions and stipulations contained in this Deed.

15. LIABILITY FOR LOSS OR DAMAGE

A Trustee shall:

15.1 not be liable to make good to the Trust or any Beneficiary any loss occasioned or sustained from any cause, howsoever arising, except such as may arise from or be occasioned by his own personal dishonesty or other willful misconduct;

15.2 not be liable for any act of dishonesty or other misconduct committed by any other Trustee unless he knowingly allowed or was an accessory thereto;

15.3 be indemnified out of the Trust assets against all claims and demands of whatsoever nature that may be made upon them arising out of the exercise or purported exercise of any of the powers hereby conferred upon them.

16 RESIGNATION OF TRUSTEES

Any Trustee shall be free at any time to resign and retire from office by one calendar months notice in writing to that effect given to the other Trustees, or, failing any other trustees, to the Master of the High Court.

17 SECURITY BY TRUSTEES

None of the Trustees from time to time holding office shall be required to furnish either individually or collectively to the Master of the High Court or to any other Authority, security for the administration of the trust hereby created, and the need for furnishing any such security is hereby dispensed with whether otherwise required by the Trust Monies Protection Act or any other Law for the time being in force.

18 OBJECTS OF TRUST (ADDITIONAL TO CLAUSE 5)

18.1 Investments

Supplementary to Clause 5.1.4, the object of the Trust is to acquire and hold funding for the benefit of the beneficiaries. The income generation component of the Trust shall run on standard and acceptable business practice.

18.2 Acquisition of Interest and Participation in income

Subject to payment by a beneficiary of a consideration the amount of which shall be determined by the Auditors of the Trust from time to time, a beneficiary may acquire the right to participate in the distribution of income of the Trust from time to time provided that such distribution is always in the unfettered discretion of the Trustees.

18.3 The net income of the Trust in each financial year ("the Nett Income") shall be apportioned among the Beneficiaries, in proportion to their interest at the relevant time.

18.4 Retentions

Notwithstanding the foregoing, the Trustees shall be entitled to set aside, as they may from time to time in their sole and absolute discretion decide, a portion of the income for the purpose of repaying borrowed monies, for meeting contingencies, for effecting repairs, for creating reserves and generally for such purposes as the Trustees shall deem advantageous to the Trust. Any amounts held in reserve shall be credited to the accounts of the Beneficiaries in the proportion of their respective interests, but shall not be claimable by them until the Trustee shall decide to pay out such amounts, or the Trust shall terminate.

19.. NATURE OF PAYMENT

19.1 In making any payment at any time out of any portion of the Trust Fund in terms of this Deed, the Trustees shall be entitled in their discretion to make any such payment either in cash or in securities or partly in cash and partly in securities. For the purposes of this paragraph the expression "securities" shall include any asset at that time held as portion of the Trust Fund shares and any other Asset which is in a form other than cash money. Furthermore, **in** distributing any portion of the Trust Fund, even if such portion may already have vested in a Beneficiary, the Trustees shall be entitled to realize or otherwise deal with such portion in terms of the rights and powers granted to them hereunder, and thereafter to distribute cash (or a combination of cash and securities) equal in value to the portion to be so distributed.

20. VARIATION

20.1 The provisions of this Trust Deed may be varied, altered and/or added to by agreement in writing between the Trustees, provided that such variation, alteration and/or addition has been sanctioned in writing by such Beneficiaries as hold in aggregate a simple majority of interests in the Trust.

20.2 Any and all such variations, alterations and/or additions shall be fully binding on any person appointed or who may at any time thereafter be appointed as a Beneficiary under this Trust.

21. INTERPRETATION

Should any question arise as to the interpretation of this Trust Deed or any of the provisions hereof or as to the construction thereof or as to the administration of the Trust Fund hereunder or otherwise howsoever, the Trustees shall have power to decide such question either acting on their own judgement or upon the advice of Senior Counsel, and any such decision shall be final and binding on all parties.

22. EXCLUSION OF RIGHTS

Until any benefit or award is actually paid over to a Beneficiary nothing herein contained nor any resolution, deed or act of the trustees shall create or confer upon any person any right or claim enforceable at law to any benefit or award hereunder.

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

i
Founder
Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2005 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

Trustee

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2000 in the presence of the undersigned
witnesses.

1. _____

2. _____

**Chief Pikisa
Nyumanga**

THUS DONE and SIGNED at _____ on this the _____
Day of _____ 2000 in the presence of the undersigned
witnesses.

AS WITNESSES:

1. _____

2. _____

**Headman Xola
Nkonki**