

CERTIFICATE
1 (Last Page and Page)
Receipt No. 410216mm Dated 26/08/2011

REGISTERED AT HARARE ZIMBABWE
This 20 day of SEPT
2011 MTD 00865/2011
No. [Signature]
REGISTRAR OF DEEDS

Protocol No.

TEN FOUNDATION TRUST

NOTARIAL DEED OF DONATION AND TRUST

KNOW ALL PERSONS WHOM IT MAY CONCERN:

THAT on the 14th day of January in the year 2011 before me, Vasco Njabanji Shamu Legal Practitioner and Notary Public practicing law in Zimbabwe by lawful authority duly sworn and admitted and in the presence of the undersigned witnesses personally came and appeared.

LEGAL PRACTITIONER
NOTARY PUBLIC
ZIMBABWE

NOTARY PUBLIC
ZIMBABWE
[Signature]
NOTARY PUBLIC

Appearers.../

Appearers:

Robi Pandora Theresa Valkhoff

Born on the 24th of August 1961

I.D. No. 1852 12 803

"hereinafter referred to as "The Founder"

AND

Vera Visser

Born on the 10th of August 1955

I.D. No. 1190 73 262

AND

Johanna Maria Theresia Swart

Born on the 13th of January 1958

I.D. No. 0881 60 555

AND

Phillip Bohwasi

Born on the 28th of February 1956

I.D. No. 58-005750 C 27

"hereinafter referred to as "The Trustees"

AND THE SAID APPEARERS DECLARED THAT

WHEREAS

- a) The Trustees are desirous of creating a non profit making trust for the purpose of carrying out the objectives hereinafter described;

The.../

- b) The Founder has agreed to irrevocably donate certain funds to the Trust subject to the conditions set out hereunder;
- c) The Trustees have agreed to accept their appointment as Trustees subject to the said conditions.

NOW THEREFORE this Deed establishes the Trust on the following terms and conditions:

1. NAME OF THE TRUST:

The trust created in terms of this Deed shall be known as TEN FOUNDATION TRUST (hereinafter referred to as 'the Trust'). The Trust shall not be affiliated to any political party.

2. PRINCIPAL OFFICE:

The principal office of the Trust shall be in Harare, Zimbabwe, or as may be necessarily situated.

3. OBJECTIVES

The aims for which the Trust has been established are generally:

- To collaborate with Stichting Ten in the Netherlands to achieve the objectives set out hereinafter
- To facilitate the set up, establishment and running of an organization and centre in the name of the Ten Foundation Trust for realizing the trust's following objectives
- To provide an opportunity for young people to secure safe and sustainable futures
- To provide physical and psychological support to vulnerable or disadvantaged children or young adults and their localities/communities
- To support young adults in their becoming independent and integrating into society
- To help to improve the quality of life of those living with, or affected by issues such as HIV/aids and to avoid the exposure of participants to further risk of issues such as abuse or HIV/aids
- To promote knowledge and values that prevent the continuation or spread of HIV/aids (or indeed domestic violence/abuse) and allow those living with, or affected by issues such as HIV/aids to live within a community independently
- To help to provide opportunities for children/young adults, but girls/young women especially, to develop life and family skills alongside their schooled education, in a way that establishes them with a means to live self sufficiently as well to live an empowered and secure life on an equal footing with all of their peers, male or female, so that they may become respected members of families, communities and society
- To establish a training centre and home for young adults – to provide a secure environment in which they can mature emotionally, socially, and professionally – so that they can be able to grow and learn to take charge of their livelihood and the shaping of their future with freedom
- To develop skills training in the following areas (among others): domestic skills; family/relationship skills; health skills; community/citizenship skills

To.../

- To develop professional skills training, to be started at the residential centre but expanded and shared
- a) To set up income generating projects that will generate income to contribute to the self-sustainability of the project, and that will serve an educational purpose for participants and local communities if possible
- b) To train trainers so that training may be continued and expanded locally and independently
- c) To empower participants, as new trainers, to: understand, practice and teach thoroughly the skill; transfer this knowledge (by being trained in training practices); and to increase the self-confidence of themselves and other vulnerable individuals (enabling them to become part of a practical solution to the some of the problems affecting their community)
- To encourage, support and empower participants and local community members
- To identify and build strategic partnerships with other networks, individuals and organizations.
- To take all other measures aimed at facilitating the achievement of the objectives of the organization,

4. ASSETS OF THE TRUST:

The assets of the Trust shall consist of:

- a) A donation of USD150.00 being the initial contribution collected by the Founder on behalf of the Trust
- b) Such further donations and bequests to and in favour of the Trust as may be made from time to time.
- c) Such further assets or investments that the Trust acquire including any income not immediately required for the purpose of the Trust and which may be capitalised in terms hereof
- d) There will be established a Trust Fund into which monies from the founders and the Trustees will be deposited including accretions thereto as hereinafter provided forming the Trust Fund. The Trust Fund is to be held in Trust and utilised in furtherance of the objects of the Trust subject to the conditions hereinafter set
- e) Any monies donated or bequeathed to the Trust shall be deemed to be capital and shall augment the existing capital of the Trust Fund and such increase shall be and form part of the Trust Fund

DONATIONS

The Trustees hereby accept ownership of and all right, title and interest in the assets which shall be deemed to have vested in the trust with effect from the date of execution hereof hereinafter referred to as the effective date.

FUTURE DONATIONS

The Trustees reserve the right to make further donations of other assets to the trust at any time after the effective date and specifically reserves the right to donate or settle upon the trustees such further monies, securities, investments.

Trustees.../

5. TRUSTEES:

There shall be a Board of Trustees who shall not be less than three, the first of whom shall be the Trustees who are parties to this Deed, and any additional Trustee or Trustees who may be appointed as such from time to time by the Trustees in office, subject to the agreement of a simple majority of the existing Trustees to the appointment of any further Trustee or Trustees, and further subject to consultation between the existing Trustees and the Management Committee hereinafter referred to.

6. CONDITIONS OF APPOINTMENT:

The Trustees are hereby appointed subject to the following terms and conditions;

- a) No remuneration whatsoever, other than the necessary out of pocket expenses duly authorised in writing by the Board of Trustees shall be payable to the Trustees for their services in terms hereof, which services shall be regarded as charitable services on the part of the Trustees, provided however that the Trustees shall not hereby be precluded from remunerative employment as employees of the Trust in the furthering and promotion of its objects and activities.
- b) In the event of the serious illness, death or resignation of any Trustees, the remaining Trustees shall be responsible for the nomination and appointment of a suitable replacement in its discretion and subject to a simple majority of the Board.
- c) The Board of Trustees shall, in its discretion and subject to a simple majority of the Board, be entitled to dismiss any Trustee for such reason as it may deem valid under the circumstances, in which event such Trustee shall no longer be regarded as a member of the Board. No appeal shall lie from the decision of the Board in this regard.
- d) The Trustees shall be appointed for an indefinite period, but any Trustee may resign from office on written notice to the Board of Trustees.
- e) The Trustees shall meet at least every quarter.

7. TRUSTEES' POWER:

The Board of Trustees shall have general control of the Trust assets and shall strive to attain the objects for which the Trust is established.

The Trustees shall have all such powers to enable them to administer the Trust, and without limiting their general powers in any way, they shall also have the following specific powers:

- a) To elect from the Trustees a Management Committee for the management, administration and implementation of the objects and aims of the Trust.
- b) To form, promote, subsidise, subscribe to, assist, or amalgamate with any other trust, corporation, company, partnership or other body nationally or internationally having the same general objects of the Trust, and which, in the opinion of the Trustees, will or may assist the Trust in the attainment of its objectives.
- c) To delegate to the Management Committee all or part of the powers of the Trustees referred to in this clause including any and all the aforesaid functions
- d) The Management Committee must seek approval for any significant decisions from the Board of Trustees.

The.../

8. THE MANAGEMENT COMMITTEE:

The Management Committee shall be elected from the Trustees and shall consist of at least the Chairperson, Treasurer, and a Secretary (plus two Committee members if possible). No business of the Management Committee shall be conducted without a quorum. A quorum of the Management Committee shall consist of three members, save that when the Chairperson fails to attend a meeting of the Management Committee of which she/he has been given written notice, the said meeting shall be adjourned to the same time and place, one week later and if the Chairperson is not then present, three members (excluding the Chairperson) shall be a quorum.

9. DUTIES OF THE MANAGEMENT COMMITTEE:

- a) To appoint an agent or agents to represent them for any specific purpose, including the power to employ accountants, attorneys, advocates and other professional persons for any specific purpose and to remunerate such persons at the usual professional or business rates;
- b) To take action in a court of law for the recovery of any amounts due to the Trust or to compel the fulfilment of any obligations in its favour and to defend any proceedings that may be instituted against the Trust
- c) To allow time for payment of debts due to the Trust and to compromise claims by the Trust in their discretion
- d) To purchase moveable equipment or machinery that may be necessary for the promotion of the objects of the Trust
- e) To open and control any bank accounts or building society accounts
- f) To exercise or cause to be exercised such further powers, including the right to take out such insurance as they in their sole discretion may consider to carry out the objects of this respect the Trustees are hereby exempted from any personal liability for losses that the Trust may suffer as a result of the bona fide exercise of any of their powers in terms hereof
- g) To purchase, sell, obtain a mortgage, let and hire any movable or immovable property in due and customary form for such purposes and in such a manner as the Trustees consider to be in the best interests of the Trust
- h) To expend Trust funds on maintenance, construction, improvement, alteration, rates, insurance premiums and other charges in and pertaining to immovable property
- i) Appoint suitable and permanent staff for the management, administration, and implementation of the objects and aims of the Trust
- j) Manage and administer the finances for the implementation of the objects of the Trust
- k) Invest any capital amounts received as well as the income thereon which may not be immediately required for the purposes of the Trust in such a manner as they may think fit to realise, vary and transpose any securities, assets, investments and property from time to time and at such times as they in their sole discretion shall determine or consider to be in the best interests of the Trust

Minutes.../

10. MINUTES AND ACCOUNTS:

The Management Committee shall keep Minutes of all its meetings and shall also keep a proper set of accounts in respect of its transactions, which accounts shall be prepared annually by a recognized firm of accountants to be appointed by the Management Committee. Such appointment may, in the discretion of the Management Committee, be varied from time to time. The accountants shall at all times have access to such Minutes and all vouchers relating to the property of the Trust. An annual balance sheet and statement of revenue and expenditure shall be prepared and certified as correct by the Trustees and the accountant. Such balance sheet and statement shall be available at all times for scrutiny by the Trustees.

11. MEETINGS:

The Management Committee shall be required to call for Trustee meetings at least every quarter or as may be considered necessary to transact business of the Trust at which members of the Board of Trustees shall attend. The Management Committee shall furnish the Trustees with copies of Minutes of meetings held and shall keep the Trustees apprised whenever so requested with the work and progress of the Trust.

The individual members and the institutional members shall each have one (1) vote at General Meeting of the members. All business of the Trust shall be conducted by way of a resolution passed by a simple majority save where this Trust Deed requires the unanimous approval of all the Trustees and in the event of a tie in votes cast the Chairman of the meeting shall have a second or casting vote. Notwithstanding the foregoing the Trustees may conduct the business of the Trust by passing a resolution signed by all of them without being present at a meeting.

12. LEGAL STATUS OF THE TRUST:

The Trust is a corporate body and as such its rights and obligations shall vest in it dependently of the Trustees. It shall be entitled to sue and be sued in any court having competent jurisdiction in respect of any matter arising out of the Trust created herein, and all costs incurred by the Trustees as well as other charges and disbursements incurred by them in or arising out of their administration of the Trust and shall be a first charge on the Trust and the income thereof. The Trust shall have perpetual existence but may at any time be wound up and dissolved on a resolution of 75% of the Trustees then in office; in the event of such liquidation and winding up, the distribution of the assets, if any, of the Trust shall be determined by the founder, provided that the body or bodies to which the surplus assets are directed would further the interest of the Trust and are: Exempted from tax; and Approved by the Commissioner of Taxes

Alteration.../

13. ALTERATION OF THE TRUST:

Any of the provisions of the Deed of Trust may be revoked or amended and any new provisions may be introduced by a resolution supported by 75% of the Trustees then in office. Any such amendment shall be subject to the condition that:

The Trustees are of the opinion that such revocation, amendment or addition will benefit the Trust, or is necessary to enable them to achieve any object consistent with the purposes of the Trust as set out above; and
The approval of the Commissioner of Taxes is obtained for amendments relating to the tax free status or the assets or financial affairs of the Trust.

14. SECURITY:

None of the Trustees originally appointed or members of the Management Committee nor Trustees subsequently appointed in terms of the provisions hereinbefore set out, shall be required to furnish any security in terms of any legislation which may not be or which may hereinafter become of force or effect, the intent and purpose being that no person who shall at any time be a Trustee or member of the Management Committee under this Deed shall be required to give any security whatsoever in connection with or arising out of her or his appointments as such.

15. INDEMNITY:

In the proposed administration of the Trust no Trustee or member of the Management Committee shall be liable for any loss to the Trust which may occur as a result of any improper investment made in good faith, or as a result of negligence or fraud of any agent or other person employed by the Trustee or Management Committee or occasioned by any mistake or omission made in good faith by a Trustee or any member of the Management Committee or arising from any other cause, except the wilful and individual fraud and dishonesty of such Trustee or member of the Management Committee. No Trustee or member of the Management Committee shall be liable for any loss occasioned by the fraud, dishonesty or wrongdoing of any other Trustee or Management Committee member unless she or he was a party to such fraud, dishonesty or wrongdoing.

16. DISCIPLINE AND CODE OF CONDUCT:

The Board of Trustees will ensure that professional discipline and a proper code of conduct and the terms and conditions of this Trust Deed are maintained and properly adhered to at all times. To this end the Trustees will be responsible for the taking of any disciplinary measures, as they may deem necessary in order to ensure that the aims and objectives of the Trust are upheld, including such disciplinary measures as may be required to dismiss any employees of the Trust and in accordance with the laws of Zimbabwe.

17. ACCEPTANCE OF CLAUSE:

And.../

And the Appearers respectively declared that the Trustees hereby accept their appointment as Trustees on the terms and conditions set out in this Deed.

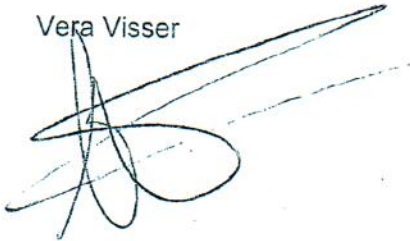
18. ATTESTATION CLAUSE:

THUS DONE and EXECUTED by the Founder and the Trustees on the date aforementioned at ~~HAARLEM~~ before the Notary Public and in the presence of the undersigned witnesses.

Robi Pandora Theresa Valkhoff



Vera Visser



Johanna Maria Theresia Swart



Before me: ...

AS WITNESS:

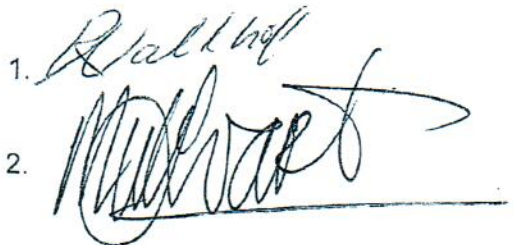
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1.

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Vasco Njabanji Shamu
(Legal Practitioner and Notary Public)

Phillip Bohwasi

Rehms

1

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2.



Before me: ...

Имя

Vasco Njabanji Shamu
(Legal Practitioner and Notary Public)

RECEIVED
JAN 10 1961
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

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