

**DEED OF TRUST : THE HELPING HANDS TRUST**

between

**RIVER CHURCH INTERNATIONAL**  
("the donor")

and

**NADINE JOHNSON**  
**KIRSTY JANE WISEMAN**  
**WINFREDAH LONDIWE NDWANDWE**  
**MARK BRUCE LONSDALE**  
("the trustees")

**1. INTRODUCTION**

- 1.1 The donor is a church in the Mtubatuba area which wishes to reach out to and assist the orphans in the area, especially those at the Monzi Uioa Primary School, and wishes to establish a trust in the interest and for the benefit of the public.
- 1.2 The trustees are prepared to assume the office of the initial trustees of such a trust.

**2. CREATION AND NAME OF TRUST**

- 2.1 A trust known as the HELPING HANDS TRUST ("the trust") is hereby established.

**3. OBJECT OF TRUST**

- 3.1 The principal object of the trust is to care for and provide a safe and nurturing environment for the orphans and vulnerable children attending the Monzi Uioa Primary School in Mtubatuba.
- 3.2 The principal objective will be achieved by, inter alia:
- 3.2.1 Setting up and running a feeding scheme for orphaned and vulnerable children, to ensure that they receive at least one balanced meal per day;

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- 3.2.2 Improving and maintaining the building in which some of the orphans are currently housed;
- 3.2.3 Building additional accommodation and safe houses for orphans;
- 3.2.4 Starting vegetable gardens to feed the children and teach them how to grow their own food;
- 3.2.5 To teach them skills so that they are an asset to our country and to teach them that all they do must be done to the glory of God; and.
- 3.2.6 Providing for such other needs of the orphaned and vulnerable children, so that they may have stable lives and attend school.
- 3.3 These objects of the trust shall be carried out in a non-profit manner, and with an altruistic or philanthropic intent.

#### 4. DONATION

- 4.1 The donor irrevocably donates R100,00 to the trust. The sum shall be paid by the donor to the trustees within a reasonable time after the signature of this deed.
- 4.2 The donor or any other persons shall be entitled from time to time to add to the capital of the trust by donation or otherwise. The trustees shall be entitled to accept any addition to the capital of the trust but shall 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 1962 as amended ("the Act"): 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 Act, which has as its sole object or purpose the carrying out of any public benefit activity as defined in the Act) may not impose conditions which could enable such donor or any connected person (as defined in the Act) in relation to such donor to derive some direct or indirect benefit from the application of such donation.
- 4.3 Contributions to the trust may be received or solicited from any source in any part of the Republic of South Africa or outside the Republic provided that any monies from any source outside the Republic of South Africa are actually received in the Republic of South Africa.

#### 5. INITIAL TRUSTEES

- 5.1 The initial trustees of the trust shall be :
- NADINE JOHNSON  
KIRSTY JANE WISEMAN  
WINFREDAH LONDIWE NDWANDWE  
MARK BRUCE LONSDALE

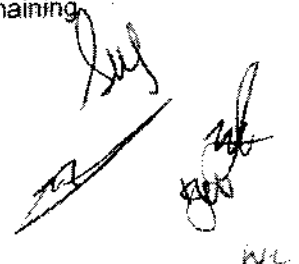
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## 6. MINIMUM NUMBER OF TRUSTEES

- 6.1 There shall at all times be not fewer than 3 trustees in office, provided that at least 3 of the trustees shall be persons who are not connected persons (as defined in the Act) in relation to each other, and further provided that, pending the appointment of any successor or successors to a trustee who has ceased to hold office as such, the trustee or trustees remaining in office shall be empowered to act in the preservation of and to attend to the formal administration of the trust and any decisions of an emergency nature shall be valid as if the stipulated minimum number of trustees were in office.
- 6.2 No single person shall directly or indirectly control the decision-making powers of the trust.

## 7. GENERAL TRUSTEE PROVISIONS

- 7.1 The following provisions shall apply with respect to the appointment of trustees, a trustee ceasing to hold office and to the trustees generally:
- 7.1.1 where the number of trustees falls below 3 as a consequence of any trustee ceasing to hold office, the remaining trustees shall be empowered to appoint successors to trustees who cease to hold office;
- 7.1.2 a trustee shall be entitled to resign as such without an order of Court by delivering written notice to that effect to his/her co-trustees;
- 7.1.3 the trustees may assume or co-opt further persons to act as trustees with them.
- 7.1.4 trustees shall be chosen from the public, shall be persons of good standing in the community, and shall be persons whose interests and/or expertise will be beneficial to the trust. Trustees shall be elected by democratic vote of the remaining trustees.
- 7.2 A trustee shall vacate his/her office as such if:
- 7.2.1 he/she resigns; or
- 7.2.2 is found to be of unsound mind or a lunatic; or
- 7.2.3 he/she becomes insolvent or (being a corporate body) is wound up or placed under judicial management whether provisional or final, voluntarily or under compulsion, or assigns his/her estate for the benefit of or compounds with his/her creditors; or
- 7.2.4 he/she becomes disqualified to act as a director of a company in terms of the laws applicable to companies of the Republic of South Africa; or
- 7.2.5 he/she fails to attend three consecutive meetings of the trustees without having been excused from attendance by the remaining trustees; or
- 7.2.6 he/she is voted out of office by resolution of two-thirds of the remaining trustees.

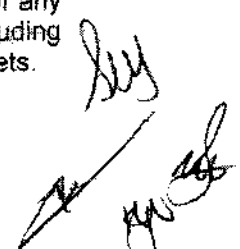


**8. NO SECURITY REQUIRED**

- 8.1 No trustee, whether appointed in terms of this trust deed or as a successor or additional trustee or alternate trustee pursuant hereto shall be required by the Master of the High Court or any other competent authority to furnish any security of any nature under any present or future statutory provision.

**9. DECISIONS OF THE TRUSTEES AND PERFORMANCE OF THEIR DUTIES**

- 9.1 Whenever reference is made in this trust deed to the discretion of the trustees, such discretion shall be sole and absolute.
- 9.2 The trustees shall elect from amongst their number a Chairperson who shall remain in office until he/she resigns as trustee or as Chairperson or if the remaining trustees remove him/her from office by resolution to that effect. If the Chairperson is absent from any meeting the remaining trustees shall elect a chairperson for the purposes of that meeting.
- 9.3 Subject to the trustees giving effect to the terms and conditions of this deed in administering the trust and its affairs generally, they shall adopt such procedures and take administrative steps as they shall from time to time deem necessary and advisable. They shall meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 9.4 Any trustee shall be entitled to summon a meeting of the trustees at any time, which meeting may be summoned by letter, telefax, electronic computer mail or orally and on notice of 3 working days.
- 9.5 A notice dispatched to the last address of a trustee as made known to the secretary of the trust when appointed shall be valid.
- 9.6 Save as otherwise specifically stipulated in this deed, questions arising at any meeting of trustees shall be decided by a majority of votes. In the event of an equality of votes, the Chairperson shall have a second or casting vote in addition to a deliberative vote, in order to resolve the deadlock. Minutes shall be kept of meetings by the trustees.
- 9.7 Save as set out in 6 three trustees shall be required to form a quorum of trustees for the purposes of meetings of the trustees;
- 9.8 A written resolution, signed by all of the trustees, shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and constituted.
- 9.9 Meetings may be held by trustees simultaneously in more than one place, provided that the persons involved are linked by telephone, video, teleconference or other facilities such as enable them to communicate and participate in the business of the meeting, as if actually present together at the same time and place.
- 9.10 The trustees shall be entitled to nominate one or more of them, or delegate their authority, to any person or persons selected by them, both for the purpose of management of the trust and the signing and execution of all documents of any nature relating to the carrying out of the purposes of the trust, including documents in connection with the investment and realisation of the trust assets.



## 10. TRUSTEES' POWERS, PRIVILEGES AND DISCRETIONS

- 10.1 The trustees in their discretion shall invest and deal with the assets of the trust solely for the purpose of the trust and possess and enjoy all powers necessary for such purpose and they shall, inter alia, and without limitation of the general powers and/or discretions hereby conferred, have the following rights and powers namely to:
- 10.1.1 open and operate any banking account and/or building society account and to draw and issue cheques and to receive cheques, and promissory notes and to endorse any or the same for the collection. The trustees shall determine the manner of operating the bank account and any other account of the trust.
- 10.1.2 buy or sell and transfer movable and immovable property of whatever nature and sign and execute any agreement or documents in relation, thereto, and carry on business including inter alia ordinary trading operations in the commercial sense in such manner as may be permitted under the Act, as amended from time to time;
- 10.1.3 buy, sell and/or exchange shares, stocks, debentures, debenture stock, units, promissory notes, bills of exchange and other kinds of negotiable instruments and documents, and to do all things requisite and sign all documents requisite to acquire or, as the case may be to give transfer and title thereto.
- 10.1.4 lend money on such terms and conditions and at such rates of interest (which shall not be less than prevailing commercial rates of interest, from time to time) to such beneficiary/ies as the trustees may in their discretion determine, and either without security or upon such security and/or guarantees as the trustees may determine provided, however, that the trustees shall be entitled in their discretion to make interest free loans to any beneficiary/ies of the trust. No loans may be made to a trustee, a donor and/or any of their relatives or to a private company or close corporation in which the above mentioned persons are shareholders or directors or members.
- 10.1.5 borrow money on such terms and conditions and at such interest and from such person as the trustees may in their discretion determine and either without security or upon such security of any property of the trust as the trustees may in their discretion determine and sign and execute all requisite documents in regard thereto.
- 10.1.6 mortgage, pledge and/or hypothecate any property forming part of the assets of the trust and sign all documents in regard thereto provided that these powers may only be exercised in accordance with the objects of the trust;
- 10.1.7 let, improve, alter or maintain any immovable property belonging to the trust provided that no buildings owned by the trust may be occupied free of charge by any person except the beneficiaries;
- 10.1.8 employ agents and other people to carry out the objects of the trust and pay their fees, remuneration, commissions and other charges out of trust funds and provided that the trust will not pay any remuneration, as defined in the Fourth Schedule of the Act, to any employee, trustee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered,

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- and will not economically benefit any person in a manner which is not consistent with its objects;
- 10.1.9 institute or defend any action in any court of law in the name of the trust and all costs or awards incurred by them shall be a first charge of the trust Fund;
- 10.1.10 exercise the voting power attached to any share, stock or debenture, in such a manner as they deem fit, exercise and take up or realise any rights of conversion or subscription appertaining to any share or debenture forming part of the assets of the trust;
- 10.1.11 cause in the case of any company which is precluded by its Memorandum and Articles of Association or trust deed or which refuses to register any shares or debentures into the name of the trust as such, the transfer of the said shares or debentures into their own names or into the names of any one or more of them;
- 10.1.12 guarantee the obligations of any person whatsoever and bind the trust as surety for and co-principal debtor, in solidum, with any person whomsoever;
- 10.1.13 give receipts, releases or other effectual discharges for any sums of money of things received;
- 10.1.14 pay out of the funds of the trust all debts and expenses incurred on behalf of the trust;
- 10.1.15 accept on behalf of the trust donations from any person whomsoever provided that all donations must comply with clause 4.2. The trust shall be administered in such a manner as to preclude any donor or any connected person in relation to such donor from deriving any monetary advantage or any direct or indirect benefit from any donations to the trust, or from monies paid into or out of the special fund referred to hereafter;
- 10.1.16 engage in fund-raising activities;
- 10.1.17 determine whether any surplus on the sale of any assets of whatever description of the trust and the receipt of any bonus shares by the trust be regarded as income or capital of the trust and revise any such decision taken by them;
- 10.1.18 do all or any of the foregoing things and exercise all or any of the foregoing rights and powers in any part of the world;
- 10.1.19 cause this trust deed to be lodged with the Master of the High Court in terms of the Trust Property Control Act and to do all such things as may be necessary for such purposes or for the purpose of obtaining income tax exemption, and registration with the NonProfit Organisations Board, and to achieve such objects to amend the terms of this trust;
- 10.1.20 indemnify any programme and/or the director and employees thereof against any claim which may be made against them arising out of the bona fide performance of their duties;

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- 10.1.21 take out and/or pay the premiums on insurance policies of any class which the trustees may consider necessary or desirable for the purpose of insuring any programme and/or the manager and employees thereof;
- 10.1.22 contribute towards any pension or medical benefit or provident benefits to the manager and employees of any programme and to engage in incentive programmes for its employees.

**11. CONTRACTS WITH TRUSTEES, BOOKS OF ACCOUNT, REMUNERATION AND EXPENSES**

- 11.1 A trustee shall be entitled to contract with the trust and/or with any other company, close corporation, business or professional practice in which the trustees or any beneficiary under this deed may be interested provided that he/she may not vote on such contract or on any other matter in which he/she is interested, directly or indirectly. Nothing herein contained shall limit the right of a trustee himself/herself to participate in any training programme or other service provided by the trust.
- 11.2 The trustees shall ensure that proper records and books of account of their administration of the trust are kept in such manner and form as is necessary in order that at all times, the records and books shall fairly reflect the position of the trust and may engage and pay for such services as may be required for such purposes and provided that the records and books of account are preserved for a period of 5 years from the date of last entry or the date of completion of the transactions to which they relate, whichever is the earlier.
- 11.3 The Trust shall comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Service from time to time under section 30(3)(e) of the Act.
- 11.4 From time to time, the trustees shall be entitled to employ accountants, attorneys, agents, brokers, administrators consultants or managers or other professional advisors, to transact all or any activity or business of whatever nature required to be done pursuant to this deed and shall be entitled to pay all such charges and expenses so incurred as a first charge, provided that all such remuneration shall be commensurate with the services actually rendered, and shall not be responsible for the default of any such persons or for any loss occasioned by such employment.
- 11.5 The trustees shall be entitled to be reimbursed out of the income of the trust for all expenses incurred in and about the execution of the trust and the carrying out of the powers conferred upon them in terms of this deed.
- 11.6 A trustee shall be entitled to act in his/her professional capacity on behalf of the trust and perform professional services for the trust and to charge a reasonable fee therefor.
- 11.7 None of the trustees shall be answerable for or liable to make good any loss occasioned to or sustained by the trust from any cause whatsoever, save for any loss as shall arise from the wilful act of dishonesty of the trustee involved, or from the failure of the trustee to show the care, diligence and skill which can reasonably be expected of a person who manages the affairs of another. No trustee shall be liable for any act or dishonesty committed by any other trustee, unless he/she was party thereto.

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- 11.8 At all times the trustees shall be deemed to have been indemnified out of the assets of the trust against all claims and demands of whatever nature arising out of bona fide exercise or purported exercise by them of any powers conferred upon them under this deed.

## 12. INCOME OF THE TRUST

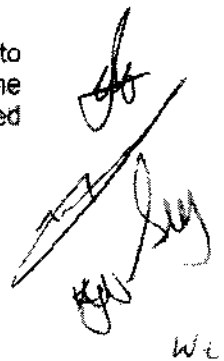
- 12.1 The income and property of the trust, whencesoever derived, shall be applied solely towards the promotion of its main objects, no funds will be distributed to any person other than in the course of undertaking any 'public benefit activity' (as defined in the Act), and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever, to the trustees or employees, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant or employee of the trust return for services actually rendered to the trust and provided further that a trustee remunerated for his/her services shall during the period of remuneration, not be entitled to vote in respect of any contract which concerns them personally or any matter concerning such remuneration. No activity of the Trust will directly or indirectly promote the economic self-interest of any trustee or employee, otherwise than by way of reasonable remuneration.
- 12.2 The financial year of the trust shall terminate on the final day of February of each year.
- 12.3 The trustees shall be entitled to treat as income any periodic receipts although received from wasting assets and shall not be required to make provision of the amortisation of the same.
- 12.4 All taxes which may be lawfully levied by any governmental or other competent authority on the trustees in their capacities as such or on the assets of the trust shall be paid out of the trust assets or the income therefrom.
- 12.5 The trust shall be prohibited from using its resources directly or indirectly to support, advance or oppose any political party.

## 13. NONPROFIT ORGANISATIONS ACT

- 13.1 The trust shall apply to be registered under and shall comply with all of the requirements imposed by the NonProfit Organisations Act, 1997.

## 14. VARIATIONS OF THE TRUST

- 14.1 The provisions of this deed may be revoked or amended or new provisions introduced at any time; provided that any such amendment, revocation or new provision:
- 14.1.1 shall be in writing by two thirds of the trustees in office for the time being and the Chairperson shall not have a casting vote in respect thereof;
- 14.1.2 shall, if the trust is exempted from payment of normal tax or authorised to issue receipts under s18A of the Act, be sent for their records to the Commissioner for the South African Revenue Services or his authorised representative;

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- 14.1.3 shall, if the trust is registered as a non-profit organisation, be sent to the Directorate of Non-Profit Organisations.

## 15. MASTER OF THE HIGH COURT AND GUARDIAN'S FUND

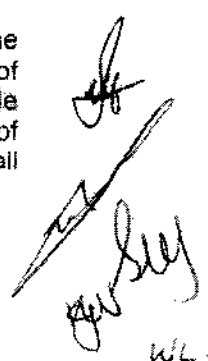
- 15.1 Neither the Master of the High Court of South Africa nor any other competent authority shall have control over the capital of the trust or any income of the trust and no portion of the such capital or income shall be paid into the Guardian's Fund.

## 16. TERMINATION OF THE TRUST

- 16.1 The trust shall terminate on such date as is determined by resolution of the trustees, which resolution shall be passed by at least 75% of the trustees for the time being in office.
- 16.2 A resolution of the trustees for the termination of the trust shall provide that after payment is made of the liabilities of the trust, the whole of the remaining capital shall be paid to an institution or institutions nominated by the trustees in the Republic of Southern Africa which are:
- 16.2.1 non-profit;
- 16.2.2 which have as their principal object an object similar to that of the trust;
- 16.2.3 which, if the trust is exempt from income tax, donations tax and estate duty, under the relevant laws of the country is/are:
- 16.2.3.1 any similar public benefit organisation, which has been approved in terms of section 30 of the Act;
- 16.2.3.2 any institution, board or body which is exempt from income tax in terms of section 10(1)(cA)(i) of the Act, which has its sole or principal object the carrying on of any public benefit activity; or
- 16.2.3.3 any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the Act; and
- 16.2.4 if the trust is registered as a NonProfit Organisation, which are themselves registered as NonProfit Organisations.

## 17. INTERPRETATION

- 17.1 Clause headings in this deed are for reference purposes only and shall not be used in its interpretation.
- 17.2 Should any question arise as to the interpretation of this deed or any of the provisions hereof or as to the true construction thereof or as the administration of the trust or otherwise howsoever, the trustees shall have the power to decide such question either acting on their own judgement or upon the advice of attorneys and/or counsel and any such decision shall be final and binding on all parties affected thereby and shall be carried into effect by them.



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17.3 Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

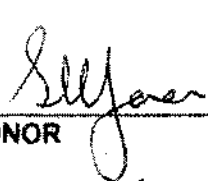
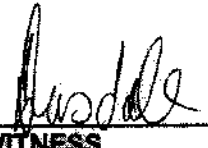
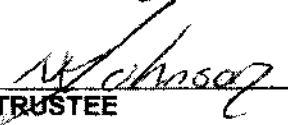



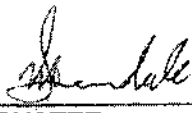
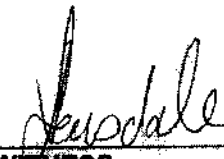
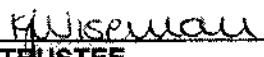
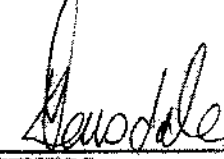
**18. ACCEPTANCE**

18.1 The trustees, by their signatures hereto :

18.1.1 accept the donation referred to in 4.1;

18.1.2 accept office as such; and

18.1.3 undertake to discharge their duties in terms of this deed and to carry out the terms and conditions stipulated herein.

<u></u> DONOR	<u></u> WITNESS	<u>07/10/10</u> DATE
<u></u> TRUSTEE	<u></u> WITNESS	<u>07/10/10</u> DATE
<u></u> TRUSTEE	<u></u> WITNESS	<u>07/10/10</u> DATE
<u></u> TRUSTEE	<u></u> WITNESS	<u>07/10/10</u> DATE
<u></u> TRUSTEE	<u></u> WITNESS	<u>07/10/10</u> DATE

  
WL