

NOTARIAL DEED OF TRUST
of
EDUCATION FOR AIDS ORPHANS IN DZIVARESEKWA

Byron Venturas & Partners
2nd Floor, Tanganyika House
Cnr Third Street / Union Avenue
HARARE

CERTIFICATE	
Paid \$ 500-00	(Stamp Duty and Fees)
Receipt No. 3241308	Dated 18/09/2002

REGISTERED AT HARARE ZIMBABWE
 This 19th day of SEPTEMBER
 (2002)
 1993 M.A. 6957/2002

 REGISTRAR OF DEEDS

PROTOCOL NO: 54

NOTARIAL DEED OF TRUST

KNOW THAT ALL MEN WHOM IT MAY CONCERN:

THAT on the 12th day of September in the year of our Lord Two Thousand and Two, before me,

BYRON GEORGE VENTURAS

of Harare, Zimbabwe, Legal Practitioner and Notary Public by lawful authority, duly admitted and sworn, practising and residing in Harare, Zimbabwe, and in the presence of the undersigned witnesses personally came and appeared

SEPPO AINAMO

(Born on 14th May 1940)

(hereinafter called the Founder and Trustee)

...../2 and
 Y.R.A.
 [Signatures]
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Page 2

and

OILI KAARINA WUOLLE

(hereinafter referred to as Trustee born on 27th July 1951)

and

YEDZAI RUWADZANO DUNE

(hereinafter referred to as Trustee born on 10th January 1954)

and

STEPHEN JOEL CHIFUNYISE

(hereinafter referred to as Trustee born on 29th September 1948)

and

TAKUNDA TIVAONE

(hereinafter referred to as Trustee born on 8th January 1969)

WHEREAS, the said Founder is desirous of creating a Trust for the primary purpose of providing resources for acquired immune deficiency syndrome orphans to assist in their

- i) education,
- ii) welfare, social, psychological and spiritual needs and the need for their daily upkeep

To give effect thereto it is necessary to establish a Trust in accordance with the provisions of this Trust Deed.

"Education" shall include all formal and informal teaching, at primary, secondary and tertiary educational institutions, and may include extra lessons, board and lodging, camps, overseas and local travel tours, journeys and trips, and books, stationery, computers, and any other service, asset or expense which in the opinion the Trustees can be regarded as educational.

AND NOW, these presents witnesseth.

1) **NAME OF TRUST**

The name of the Trust established by this Trust Deed is Education for Aids Orphans in Dzivaresekwa and will be known as Dzikwa Trust (hereinafter referred to as the "Trust") and the Trust shall be a non profit making organisation with a legal personality of its own separate to that of the Trustees.

2) **APPOINTMENT AND ACCEPTANCE OF TRUSTEES**

The first Trustees shall be the said Appearers, the said Seppo Ainamo, Oili Kaarina Wuolle, Yedzai Ruwadzano Dune, Stephen Joel Chifunyise and Takunda Tivaone, who declare that they have accepted their said appointment.

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3. THE EFFECTIVE DATE OF THE TRUST

The Trust shall take effect from the 12th September 2002.

4) OBJECTS

The objects of the Trust shall be –

- a) the procurement of individual sponsors for the responsibility for the costs of one or more individually nominated children who they have accepted and to provide funds for such purposes as may be necessary for the benefit of one or more children
- b) Canvassing and collection of money, goods, equipment and services for the children from the general public and organisations and companies in Zimbabwe and European Governments.
- c) To invest funds of the Trust in line with the laws of Zimbabwe or donor country as determined from time to time by the Board of Trustees
- d) Consistent with the aforesaid main objectives of the Trust it is further the objective of the Trust :
 - i) To purchase and otherwise acquire assets, to manage and invest the same and to undertake activities designed to raise funds to be utilised for the purposes of the Trust.
 - ii) To receive and accept gifts, donations and bequests of assets, provided that all donations made to and accepted by the Trust shall be irrevocable and the Trust shall not accept, or be party to, any agreement or arrangement or any donation which directly or indirectly may be revocable by the Donor or other person.
 - iii) To act as a charitable institution of a public character; and
 - iv) To do all things and to engage in all activities generally which are incidental to any of the foregoing specified objectives of the Trust or which the Trustees from time to time consider will serve to promote the main or any of the further objects.
- e) The beneficiaries shall be limited to those children living in the geographical area known as the township of Dzivaresekwa in Harare and in exceptional cases shall also provide ad hoc for children originating in Dzivaresekwa who are living in some other location who have lost at least one of their parents and whose guardian is not permanently employed and who prove themselves to have the necessary aptitude for education. The beneficiaries as at the date of these presents are more full set out in the Annexure hereto marked 'A'.

5) APPOINTMENT AND ACCEPTANCE OF TRUSTEES

Subject to the provisions of Clause 7 of this Deed, the said Seppo Ainamo, Oili Kaarina Wuolle, Yedzai Ruwadzano Dune, Stephen Joel Chifunyise and Takunda Tivaone, are by the Trust Deed appointed as Trustees, for the purposes set out by law in this Deed. The aforesaid Trustees by this Trust Deed declare that they have accepted their appointment with its attendant rights, duties and obligations in terms of this Trust Deed.

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6) EFFECTIVE DATE OF TRUST

The Trust in this Trust Deed established shall take effect on the day, month and year first
aforewritten.

7) BOARD OF TRUSTEES

A Board of Trustees, consisting of a minimum of four Trustees and not exceeding eight..

All decisions and actions of the Trustees shall be taken on a majority vote. A written
resolution signed by four Trustees shall have the same legal standing as a resolution
passed at the properly constituted meeting.

Should any Trustee be unable to attend a meeting then and in such event he is hereby
empowered to nominate in writing some other person as his proxy to act as an assumed
Trustee who shall in all respects have the same powers and authority as the original
trustee whose place he has taken.

Any Trustee shall be entitled to resign as Trustee at any time, in which event the
remaining Trustees may, if such remaining Trustees should so decide, appoint a
successor Trustee.

The said Seppo Ainamo shall be appointed as Executive Administrator of this Trust whose
authority and powers shall be determined at the first meeting of the Trustees.

8) GENERAL POWERS OF TRUSTEES

- (i) The Trustees shall be vested with all the legal capacities, powers and discretion's
allowed by statute or in the common law or expressed in or necessarily implied
from this Trust Deed and shall have full and plenary authority to do all such things
and take all such steps as may appear to be necessary or desirable to the
Trustees to give effect to the objects and intentions of the Trust, or as may be
necessary or incidental to the administration and control of the Trust.
- (ii) The capital and income of the Trust Fund shall be applied in the Trustees
discretion for the promotion or attainment of the objectives of the Trust.
- (iii) Save for Trustees fees, if applicable, in terms of bona fide remuneration as
provided for in Clauses 14 and 19 of this Trust Deed, no Trustee shall receive or
be granted any benefit out of the funds or the income of the Trust, and no Trustee
shall be recognised as a beneficiary of the Trust.
- (iv) The Trustees shall have the right to distribute the whole of the Trust Fund,
and to terminate the Trust, in accordance with the provisions of this Trust Deed.

9) SPECIAL POWERS OF TRUSTEES.

Without derogating from the generality of their aforesaid general powers, the Trustees, for
the promotion and more effective attainment of the objectives of the Trust as set out
above in this Trust Deed shall have the power at all times or from time to time .

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- (1) to retain any assets belonging to or forming a portion of the Trust Fund, or any part or parts of the Trust Fund, in the actual state of investment or condition in which the same shall be received by them so long as they shall think proper, without being answerable for any loss occasioned by any such retention of assets.
- (2) to effect at any time any change in the investment or condition of the said assets of the Trust fund or any party or parts of those assets, by selling, calling in or converting into money the same, or any part or parts of those assets and to invest the net income received in such manner or in such assets as they may in their discretion deem fit.
- (3) to vary any investments at any time to the intent that they shall have the same full and absolute power of absolutely and beneficially entitled to the same.
- (4) to purchase to take on lease or in exchange or otherwise acquire the ownership or use of any land or building or lands or buildings in Zimbabwe or elsewhere.
- (5) to develop and turn to account any land acquired by the Trust or in which the Trust is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, plastering, paving, painting, decorating, maintaining, furnishing, fitting up, and improving buildings and by planting, paving, draining, farming, cultivating, letting or otherwise, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others;
- (6) to sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, grant or accept servitude's over, dispose of, turn to, account, or otherwise deal with all or any part of the assets and rights of the Trust.
- (7) to lend money, either with or without security and generally to such persons and upon such terms and conditions as the Trustees may deem fit and in particular, to any person or persons undertaking to establish, acquire, develop or expand any business or undertaking which in the opinion of the Trustees will directly or indirectly promote and assist in the objectives of the Trust.
- (8) to apply for purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, monopolies, privileges and the like conferring any exclusive or limited rights to use, or any secret or other information as to any invention which may seem capable of being used for any of the objectives of the Trust, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Trust, and to use, exercise, develop or grant licences in respect of or otherwise turn to account, the property, rights or information so acquired.
- (9) to engage in any business or transaction within the limits of the Trust's objectives in conjunction with any other company, trust, corporation, person or firm and to acquire and hold shares, stocks or bonds in any such company, trust or corporation.
- (10) to sell the business or assets or undertaking of the Trust or any part of such business assets or undertaking, including land, buildings, shares, stocks, bonds, debentures, mortgages or other obligations or securities, or any part of them.

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- (11) to borrow, raise or secure money in such manner as the Trustees deem fit, and to give such securities as are required.
- (12) to enter into partnership or into any arrangement, for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any company, trust, corporation, person or firm carrying on or engaged in, or about to carry on or engage in, any business or transaction capable of being conducted so as, directly or indirectly, to benefit the Trust.
- (13) to draw, make, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.
- (14) to undertake and execute any trusts the undertaking of which may seem desirable, and either gratuitously or otherwise.
- (15) to establish and support or aid in the establishment and support of associations, institutions, funds, companies, trusts, corporation and conveniences calculated to benefit the beneficiaries or employees or ex-employees of the Trust or its predecessors in business, or the family or dependents of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or any exhibition or for any public, general or useful object.
- (16) to make donations of cash or other assets as the Trustees may deem directly or indirectly conducive to any of the objectives of the Trust or otherwise expedient.
- (17) to give any guarantee or suretyship for the payment of money or the performance of any obligation or undertaking.
- (18) to receive and give transfer of any and all assets bought or sold as aforesaid or settled on the Trustees in terms of the Trust Deed.
- (19) to collect all income derived from or payable in respect of the Trust Fund and to give and grant valid acquitances and receipts for the same.
- (20) to consult, appoint and remove any professional person required or necessary for the due administration of the Trust.
- (21) to institute and defend proceedings at law and to proceed to the final end and determination of the same.
- (22) to enter into compromises and to submit any matter, thing, claim or demand to arbitration and umpirage.
- (23) to open and operate upon one or more banking account or accounts.
- (24) to pay to any Trustee any expense incurred by him with the approval of the other Trustees in and about the performance of any duties undertaken by him as Trustee.
- (25) to do all such things and to sign, execute and to deliver all such Deeds, documents, and papers as may be requisite in the premises or as may be necessary or incidental to the due administration and control of the Trust Fund or the due execution of the Trust Deed.

...../7 (1) APPOINTMENT

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10) APPOINTMENT AND REMOVAL OF TRUSTEES AND ALTERNATIVES

- (1) There shall initially be four (4) Trustees. A body corporate may not be a Trustee of the Trust.
- (2) A Trustee shall accept his/her appointment in writing and shall undertake to further the objectives of the Trust in accordance with the provisions of this Trust Deed.
- (3) Any one of the Trustees shall ipso facto vacate the office if :
 - (i) He is adjudged insolvent or compounds with his creditors.
 - (ii) He is convicted anywhere of theft, fraud, forgery or uttering a forged document, or perjury, and is sentenced upon such conviction
 - (iii) He is incapable of managing his affairs which become subject to the control of a curator bonis or person of similar capacity.
 - (iv) He resigns his office by notice in writing to the other Trustees.
 - (v) He has been in the office of a Trustee for a period of three (3) years from the date of his appointment.
 - (vi) An order is made under any Act disqualifying him from acting as a Trustee.
 - (vii) He fails to attend three (3) consecutive meetings of Trustees without leave of absence or without reasonable excuse.
 - (viii) He can no longer whole-heartedly subscribe and adhere to, and support the objectives of the Trust, or
 - (ix) A unanimous vote of "no confidence" is passed against the Trustee by all the other Trustees of the Trust at that time.
- (4) In the event of any one of the trustees having vacated his office for any of the reasons referred to in the Clause 10(4) above, or on the death of any of the Trustees while still holding office as trustee, then and in that event the surviving Trustee or Trustees shall have the right at a special meeting called for that purpose if necessary to appoint another Trustee to take the place of the Trustee who has vacated the office.
- (5) The Trustees shall have the power to appoint further or additional Trustees at their discretion.
- (6) The Trustee shall have the right to appoint alternate Trustees to act in their stead provided such appointment is approved by the other Trustees. The appointment of any such alternate Trustee shall be in writing, and shall only be for a specified period not being longer than four (4) months. An alternate Trustee shall during the period of appointment, have the same powers and duties as the Trustee for whom he is acting as alternate.

11) PROCEEDINGS OF TRUSTEES

- (1) Subject to the following provisions the Trustees shall regulate the times and places of their meetings and the conduct of the same as they may from time to time determine, provided that the Trustees shall in each year hold a general meeting as their Annual General Meeting; and provided further that, in respect of the Annual General Meeting and any special meeting as provided for in this Trust Deed, the following special provisions shall apply :

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- (i) not more than fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next. The financial year shall be the end of the calendar year;
 - (ii) an Annual General Meeting and a special meeting shall be called by the Chairman by giving twenty-one (21) days notice in writing to all Trustees;
 - (iii) the accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any Trustee shall not invalidate the proceedings at the meeting.
 - (iv) business to be conducted at an Annual General Meeting shall be the consideration of the accounts, balance sheets and reports of the Trustees and Auditors; and
 - (v) meetings of the Trustees will be held at a convenient venue.
- (2) A meeting of the Trustees shall be held when convened by the Chairman or Vice-Chairman, or when requisitioned by any two (2) Trustees.
- (3) Save for those cases where a longer period of notice is prescribed under this Trust Deed, and in cases of urgency where all the Trustees agree to meet on shorter notice, seven (7) days prior notice of the date, time and place for any meeting and of the business proposed to be dealt with shall be given to all the Trustees.
- (4) all decisions to be taken at any meeting of Trustees shall be by unanimous consent of the Trustees present and voting at the meeting and in the event of there being an equal vote the Chairperson of that meeting shall have an extra casting vote.
- (5) The Trustees shall have the power
- (i) To make such bye-laws as may be necessary governing the management and control of its businesses and assets; and
 - (ii) To appoint a committee of their number and to co-opt other persons to serve on such committee, to determine the powers and functions of any such committee and to discharge any such committee which has fulfilled its purpose or is no longer functioning.
- (6) The election and tenure of office of the Chairman and Vice-Chairman shall be as follows :
- (i) The Trustees from their number shall elect a Chairman and may elect a Vice-Chairman. If both the Chairman and Vice-Chairman (if a Vice-Chairman has been elected) are absent from the meeting, have resigned or have been removed as Trustees, those present shall elect an ad hoc Chairman to act at such meeting, and

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- (ii) the Chairman and Vice-Chairman shall hold office for such period as may be determined by the Trustees at the time of their election, which period shall not exceed one (1) year, provided that the retiring office-holder shall be eligible for re-election.
- (7) The particularity of the provision set out in clauses 11(1) and 11 (6) above shall not interfere with, limit or restrict the discretion of the Trustees to fulfil their general duty to do all things necessary for the proper performance and execution of the objectives of the Trust.

12) MINUTES AND ACCOUNTS

- (1) Proper minutes of all meetings of the Trustees and records of all the Trust's transactions shall be kept and copies of such minutes shall be sent promptly to all the Trustees.
- (2) The Trustees shall be required to frame or cause to be framed an account of their administration of the Trust at such date as the Trustees may find it convenient to adopt as the end of the Trust's financial year. The said account shall disclose the capital of the Trust Fund with all the additions to the same and all receipts and payments made by the Trustees during such year in accordance with generally accepted accounting practices and principles applicable to Trust moneys.
- (3) Annual Financial statements will be submitted for perusal by the Commissioner of Taxes unless exempted thereto.

13) CUSTODY OF TITLE DEEDS AND OTHER DOCUMENTS METHOD OF REGISTERING INVESTMENTS

- (1) The Trustees may in their discretion appoint any firm, bank, company or other institution to hold the securities, title deeds and documents belonging or relating to the Trust or may themselves hold such securities, title deeds and other documents, or any of them.
- (2) It shall not be necessary for any asset of the Trust to be registered in the name of the Trustees or any of them, but the same may in the Trustee's discretion be registered in the name of any nominee or nominees of the Trustees or in the name of the Trust without specifically naming the Trustees or in the name of a nominee's Company or in such manner as the Trustees may deem expedient from time to time.

14) EXPENSES OF THE TRUST

The customary expenses in connection with the administration of the Trust and the carrying out of the provisions of this Trust Deed, including the costs and charges of any professional person or employee engaged from time to time on behalf of the Trust, out-of-pocket expenses of Trustees, the investment or re-investment of the Trust Fund or any portions of the Trust Fund, and the collection of income shall be a charge against the Trust charged against income and / or capital as the Trustees, in their absolute discretion, may deem appropriate. The Trustees may not appropriate more than 20% of the net income of the Trust for administrative purposes and the remaining 80% shall be distributed as capital of the Trust as the Trustees in their discretion consider fit.

.../10 (15) TRUSTEES

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15) TRUSTEES ENTITLED TO UNDERTAKE PROFESSIONAL WORK AND TO CONTRACT

- (1) Insofar as the Trustees may find it necessary to engage the services of any professional person at any time, the fact that one /or more of the Trustees may be so qualified and practising shall not debar him from acting in that capacity and shall not
- (2) debar the Trustees from instructing him or any firm or Company with which such Trustee may be associated, and shall not, debar him or such firm or Company from making the usual and customary charges against the Trust for any work to be performed in any of the said professional capacities.
- (3) A Trustee who is in any way, whether directly or indirectly materially interested in a contract or proposed contract which is of significance in relation to the Trust's affairs and which has been or is to be entered into pursuant to a Resolution of the Trustees or by a Trustee or employee or agent of the Trust authorised to enter into any such contract by Resolution of the Trustees, or who so becomes interested in any such contract after it has been entered into, shall declare his interest in any such contract and give full particulars of such interest to the Trustees before the question of entering into such contract is first taken into consideration by the Trustees, or as soon as that Trustee so becomes interested in such contract after it has been entered into as the case may be.
- (4) For the purpose of clause 15 (2) above, a general notice in writing given to the Trustees by a Trustee to the effect that he is a member or Director of a specified Company or firm and is to be regarded as interested in any contract which may, after the date of that notice, be proposed or made by the Trust with that Company or firm shall be deemed to be a sufficient declaration of interest in relation to any contract or proposed contact so made or to be made.
- (5) A Trustee who has declared his interest in any contract or proposed contract in accordance with the foregoing provisions, and who is so interested, shall be entitled to be counted for the purposes of any quorum and shall be entitled to exercise any vote.
- (6) A Trustee may in conjunction with his trusteeship be engaged by the Trust as an executive employee upon such terms as to remuneration, tenure of office or otherwise as may be determined by the Trustees from time to time.
- (7) The provisions of clauses 15 (1) to 15 (5) above shall apply mutatis mutandis to any alternate Trustee appointed in terms of Clause 10.7 above.

16) TRUSTEES NEED NOT GIVE SECURITY FOR DUE ADMINISTRATION OF TRUST.

The Trustees shall not be required to give security for the due and faithful administration of the Trust Fund, or for the due discharge of their duties under this Trust Deed, and any Master or Masters of the High Court of Zimbabwe, or any corresponding or like official or officials having jurisdiction, are by this Trust Deed directed to dispense with such security.

17) TRUSTEES NOT ANSWERABLE FOR DEFAULTS OF OTHERS

The Trustees shall be chargeable only with such assets as are actually paid or handed over to them, and shall be answerable or accountable only for their own account, receipts or defaults, and shall not be answerable for the defaults of any Agent, Broker, Banker or Investment Manager into whose hands any assets may from time to time be deposited in the ordinary course of the administration of the Trust.

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18) TRUSTEES NOT TO INCUR PERSONAL LIABILITY

The Trustees shall not incur any personal liability by reason of any loss or damage sustained in or about or in any consequence of :

- (i) the failure, depreciation or loss of any investment made or asset retained, or investment or asset administered or realised by them in good faith,
- (ii) any mistake or omission made in good faith, or
- (iii) the exercise (whether negligently or otherwise) by them in good faith of any of the powers or discretions vested in them under this Trust Deed or by law except wilful and individual fraud or wrongdoing on the part of the Trustee who is sought to be held liable.

19) REMUNERATION OF TRUSTEES

Any Trustee shall be entitled to be paid a fee for his/her services, at the discretion of the Trustees. Such fees shall be charged against the Trust Fund. It shall be competent for Trustees to determine special or ad hoc fees or remuneration to be paid to Trustees who may from time to time give special or extraordinary time and attention to the affairs of the Trust. A Trustee may also be entitled to receive re-imbusement for expenses incurred in connection with the services he provides to the Trust.

20) CASUS OMISSUS

In the event of any casus omissus being found in this Trust Deed or in the event of any doubt arising as to the meaning of any particular part of this Trust Deed, the Trustees shall act as they deem proper, consulting, if they think fit, Legal Practitioners and Accountants.

21) MEDIATION

If any difference or dispute shall at any time arise in regard to the provisions of this Trust Deed, then and in such event the matter in dispute shall be referred to mediation in accordance with the following provisions :

- (1) the mediation proceedings shall be dealt with in respect for all parties concerned.
- (2) the mediation proceedings shall be held on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.
- (3) each party to the dispute shall be entitled to be represented at such mediation proceedings by any expert professional or specialist retained by him.
- (4) the Mediator shall be a person having an appropriate knowledge as may be agreed upon by the parties, and failing agreement, as may be nominated by the President of the Law Society of Zimbabwe, and shall be appointed for the purpose of reconciliation; and
- (5) the Mediator shall assist the Trustees in reaching agreement concerning the said difference or dispute.

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22) AMENDMENTS

The Trustees may at any meeting of the Trustees, agree to vary the Trust created by these presents for the better attainment of the objectives of the Trust or for the more efficient and beneficial administration or conduct of the Trust or its operations provided that :

- (1) each amendment shall be by way of a Notarial Deed of Amendment.
- (2) no such amendment or variation shall directly or indirectly or consequentially derogate from or conflict with the letter of spirit of the objectives of the Trust.
- (3) in any amendment or variation, the Trust shall remain an institution of public character, and
- (4) (i) The Notarial Deed of Amendment need only be signed by the Chairman of the Trust for the time being who shall be authorised to appear and sign all documents including the Notarial Deed to give effect to the registration thereof.
(ii) A certified extract of the minutes of the meeting of the Trustees signed by the Chairman and one other Trustee shall be sufficient proof of the amendment agreed upon and the resolution pertaining to it, for the said implementation and registration of the Deed of Amendment.
- (5) That the Commissioner of Taxes be advised and approve of any additions/alterations that are made to the Trust Deed.

23) DISSOLUTION

The Trust may be wound up and dissolved, provided that :

- (1) not less than thirty (30) days prior written notice shall be given to all the Trustees which notice shall expressly give notice of the fact that a Resolution for the dissolution of the Trust is to be proposed, and of the name or names of the Trustee or Trustees who intend to propose such motion.
- (2) a Resolution to dissolve the Trust may only be proposed at a meeting of the Trustees duly convened and held in accordance with the foregoing provisions and may not be taken by round robin in terms of paragraph 11 (4) (ii) above.
- (3) no Resolution to dissolve the Trust shall be valid or effectual unless and until it is unanimously agreed to at a meeting duly convened and held in accordance with the foregoing provisions and attended by all the Trustees then holding office.
- (4) Such Resolution also includes due provision for administration of the dissolution and winding-up and the disposal of the remaining assets of the Trust; and
- (5) Upon dissolution of the Trust, the remaining assets after the discharge of all its lawful debts and obligations shall be made over and transferred to such other Trust or institution or incorporated association not for gain having objectives similar to the Trust as set out in this Trust Deed as the Trustees shall decide.
- (6) That the Commissioner of Taxes be advised and approve of the manner of distribution of income or assets remaining on dissolution of the Trust.

...../13 (24) INTERPRETION

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24) INTERPRETATION AND HEADNOTES

- (1) In this Deed the masculine shall include the feminine and impersonal, and the singular shall include the plural and vice versa as the context may require.
- (2) The headnotes appearing in these presents shall not be read as part of this Trust Deed, having been inserted merely for the convenience of reference.

25) REGISTRATION AS A WELFARE ORGANISATION

The "Dzikwa Trust" reserves the right to have the Trust registered as a Welfare Organisation.

26) COSTS

The costs of preparation and execution of this document shall be paid by

THUS DONE and EXECUTED on the day, month and year first written above in the presence of the undersigned witnesses and of me the Notary.

AS WITNESSES :

1. DC Blake

2. [Signature]

[Signature]
SEPPO AINAMO

[Signature]
OILI KAARINA WUOLLE

[Signature]
YEDZAI RUWADZANO DUNE

[Signature]
STEPHEN JOEL CHIFUNYISE

[Signature]
TAKUNDA TIVAONE

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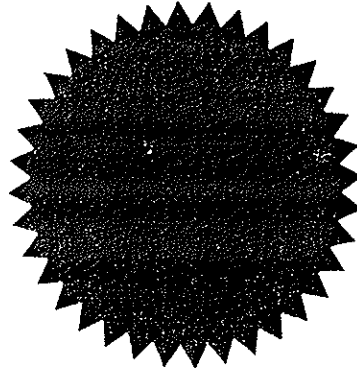
THUS DONE and SIGNED on the day, month and year first aforewritten in the presence of the undersigned witnesses and of me, the Notary.

AS WITNESSES :

1. *D. R. Lake*
2. *Blal*

[Handwritten Signature]

QUOD ATTESTOR
NOTARY PUBLIC



[Handwritten notes and signatures]