



the **doj & cd**

Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

**MASTER OF THE HIGH COURT: JOHANNESBURG**

Private Bag X 5, Hollard Building, No 66 MARSHALL STREET, JOHANNESBURG, 2107  
JOHANNESBURG, 2107

Ref : IT000032/2018(G)

**Masters Office(MO) Box:**

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Your Ref :

ILAN MARK RABINOWITZ  
60 NORTHFIELD AVENUE  
GLENHAZEL  
2192

Meneer/ Menere/Mevrou/Mejuffrou  
Mr/Sirs/Madam

**RE: THE RAMSON CROSS TRUST**

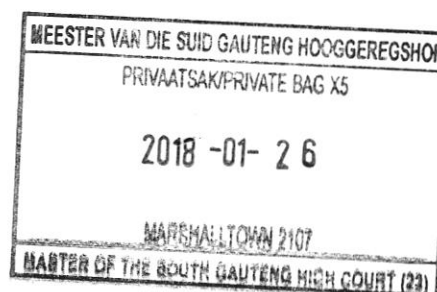
Items gemerk "X" is aangeheg.  
Items marked "X" are attached.

☒ Letters of Authority

☐ Amended Letters of Authority

Die uwe/Yours faithfully

MEESTER VAN DIE HOOGGEREGSHOF  
MASTER OF THE HIGH COURT  
JOHANNESBURG



**Access to Justice for All**

URN: 9922018TRU000032



REPUBLIC OF SOUTH AFRICA

# MAGTIGINGSBRIEF LETTERS OF AUTHORITY

Ingevolge Artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)  
In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

No: IT000032/2018(G)

Hiermee word gesertifiseer dat /  
This is to certify that

- 1) ILAN MARK RABINOWITZ - 7605175058089 (ID)
- 2) CORENE BREEDT-RAMMUTLA - 7708120249082 (ID)
- 3) RATSHIDI OBAKENG ALBANUS RAMMUTLA - 7401225416083 (ID)
- 4) COLIN JAMES KINNEAR - 8506195011083 (ID)

gemagtig word om op te tree as trustee(s) van die /  
is/are hereby authorized to act as trustee(s) of the

THE RAMSON CROSS TRUST



GEGEE onder my hand te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van  
GIVEN under my hand at \_\_\_\_\_ Johannesburg Masters Office this \_\_\_\_\_ 26<sup>th</sup> day of \_\_\_\_\_ JANUARY \_\_\_\_\_ year 2018

Signature

**ASSISTENT MEESTER  
ASSISTANT MASTER**

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

Captured by: DOJCD\ESMVANWYK

Approved by: JERRY MOTLHOIWA

2017/11/06

**DEED OF TRUST**  
**of**  
**THE RAMSON CROSS TRUST**

  
  
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## 1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless expressly stipulated to the contrary or unless the context clearly indicates a contrary intention, the following words and expressions shall bear the following meanings (and cognate words and expressions shall bear corresponding meanings) -

1.1.1 "**beneficiaries**" – for the benefit of the general public of South Africans in the Republic of South Africa, that qualify for benefits in terms of Part II of the Ninth Schedule to the Income Tax Act 1962 (as amended from time to time), relating to; Welfare and Humanitarian, Health Care, Education and Development, Conservation, Land and Housing. Whereas the trustees have reviewed and approved to benefit in accordance with the provisions of this Deed from time to time;

1.1.2 "**business day**" – any day other than a Saturday, a Sunday or an official public holiday in the RSA;

1.1.3 "**Commissioner**" – the Commissioner for the South African Revenue Service;

1.1.4 "**connected person**" – shall bear the meaning assigned to that phrase in section 1 of the Income Tax Act;

1.1.5 "**donor**" – CORENE BREEDT-RAMMUTLA;

1.1.6 "**Income Tax Act**" – the Income Tax Act 58 of 1962, as amended from time to time;

1.1.7 "**PBO**" – any public benefit organisation as defined in section 30(1) of the Income Tax Act (or any successor provision in the Income Tax Act or any other Act);

1.1.8 "**RSA**" – the Republic of South Africa;

1.1.9 "**this Deed**" – this Deed of Trust, together with all of its annexures (if any), as amended from time to time;

1.1.10 "**trust**" – the trust constituted in terms of this Deed of Trust ;



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- 1.1.11 "trust assets" – any amounts donated to the trust from time to time, together with all other rights and assets which may from time to time accrue to or be acquired by the trust (including income and capital), whether by donation, contribution, purchase or otherwise;
- 1.1.12 "trustees" – the trustees of the trust listed in clause 5 and/or any other person duly appointed as a trustee of the trust in accordance with the provisions of this Deed;
- 1.1.13 "Trust Act" – the Trust Property Control Act 57 of 1988;
- 1.2 In this Deed -
- 1.2.1 clause headings are used for convenience only and shall be ignored in its interpretation;
- 1.2.2 unless the context clearly indicates a contrary intention, a word or an expression which denotes -
- 1.2.2.1 any gender includes the other genders;
- 1.2.2.2 a natural person includes an artificial person (whether corporate or unincorporate) and vice versa;
- 1.2.2.3 the singular includes the plural and vice versa;
- 1.2.3 unless the context clearly indicates a contrary intention, words and expressions defined in the Trust Act shall bear the meanings therein assigned to them;
- 1.2.4 any reference to any statute shall be to that statute, as amended from time to time and to any statutory substitution of that statute.
- 1.3 If any provision in clause 1 is a substantive provision conferring any right or imposing any obligation on anyone, effect shall be given to it as if it were a substantive provision in the body of this Deed.
- 1.4 The use of the word "**writing**" or "**written**" shall include any writing however produced or communicated (including a telefax or an e-mail) and appearing in any one or more forms of any kind (including print, typescript and manuscript).

  
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- 1.5 The use of the word "**including**" or "**includes**" or "**include**" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example.

## 2 OBJECTS OF THE TRUST

The sole or principal object of the trust shall be to carry on the following public benefit activities, namely –

- 2.1 the provision of Public Benefit Activities in a non-profit manner ;
- 2.2 in the Republic of South Africa
- 2.3 in the interest and well-being of the general public of South African's
- 2.4 meeting the conditions of the provision of Part II of the Ninth Schedule to the Income Tax Act 1962 (as amended from time to time)
- 2.5 falling within the categories of
  - 2.5.1 Welfare and Humanitarian Aid
  - 2.5.2 Healthcare
  - 2.5.3 Land and Housing
  - 2.5.4 Education and Development

The Trust is dedicated to supports qualifying and internally developed community initiatives that enhance the educational, vocational, healthcare and living conditions of needy persons. This objective is facilitated through the following non exclusive activities of the Trust;

- a) Educational funding
- b) Mentorships to build skills
- c) Provision of health and welfare programs
- d) Provision of housing, facilities and environmental upgrades
- e) Provision of educational training and tools

  
  
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### **3 CONSTITUTION OF TRUST**

- 3.1 The name of the Trust is The Ramson Cross Trust.
- 3.2 The donor irrevocably donated to the trustees on the conditions and subject to the terms of this trust deed the sum of R1,000 (ONE THOUSAND RAND)
- 3.3 The donation made in terms of clause 3.2 above vested in the trustees, but always subject to the terms of this Trust Deed.

### **4 FUNDING OF THE TRUST**

For purposes of fulfilling the object of the trust, until the trustees resolve to terminate the trust in terms of clause 19, any person may donate or bequeath funds to the trust on the basis set out in this Deed.

### **5 TRUSTEES**

- 5.1 The first trustees to be appointed are CORENE BREEDT-RAMMUTLA (identity number 7708120249082), RATSHIDI OBAKENG ALBANUS RAMMUTLA (identity number 7401225416083), and ILAN MARK RABINOWITZ (identity number 7605175058089) and COLIN JAMES KINNEAR (identity number 8506195011083)
- 5.2 The trustees referred to in 5.1 have confirmed their willingness to act as such and have accepted their appointments as such, and undertake to discharge their duties in terms of this Deed.

### **6 SECURITY DISPENSED WITH**

No trustee, whether appointed under this Deed or as a replacement or additional trustee in terms of clause 9.2, shall be required by the Master of the High Court or any other authority to furnish any security of any nature whatever, nor shall any security be required for the due performance of any duty under the Trust Act or under any other statutory provision of the RSA or elsewhere.

### **7 MINIMUM NUMBER OF TRUSTEES**

There shall at all times be at least three unrelated trustees in office to accept fiduciary responsibility for the valid exercise of the powers and discharge of the duties of the trustees in

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terms hereof; provided that if at any time and for any reason there are less than three trustees in office, the trustees remaining in office shall be empowered to take all and any actions which are necessary for the preservation and/or formal administration of the trust assets.

## **8 DECISIONS OF TRUSTEES AND THE PERFORMANCE OF THEIR DUTIES**

- 8.1 Any trustee may convene a meeting of trustees at any time on reasonable written notice to each of the other trustees. Each such notice of a meeting shall include the proposed agenda of such meeting; provided that any such agenda may be amended on reasonable notice to the other trustees.
- 8.2 A quorum for meetings of trustees shall be a majority of trustees.
- 8.3 If no quorum is present at any duly convened meeting of the trustees within thirty minutes after the scheduled time for commencement of that meeting, the meeting shall be adjourned to the same day seven days later at the same time and venue, or if that day is not a business day to the next succeeding business day. If at such resumed meeting a quorum is not present within thirty minutes after the scheduled time for commencement of that meeting, the trustees present thereat shall constitute a quorum. Written notice of each adjournment specifying the business to be dealt with at the resumed meeting shall be given by the trustee present at the adjourned meeting to each of the other trustees forthwith after such adjournment.
- 8.4 Trustees may participate in and act at any meeting of trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at approximately the same time.
- 8.5 Trustees shall be entitled to appoint alternate trustees or proxies to vote at any meeting of the trustees, which vote shall be deemed to be a vote of the trustee appointing such alternate trustee/proxy as the case may be.
- 8.6 At any meeting of the trustees, each trustee will have one vote, exercisable as he shall determine in his discretion.
- 8.7 Subject to clause 8.8, all decisions of the trustees regarding or arising from this Deed (including, without limitation, decisions regarding the termination of the trust) shall be taken by a simple majority vote.



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- 8.8 A resolution of the trustees signed by all the trustees shall be valid and effective as if it had been adopted by a duly convened meeting of the trustees. Unless the contrary is stated therein, any such resolution shall be deemed to have been passed on the date on which it was signed by the trustee who signed it last. Any such resolution may be signed in counterparts and the signature by a trustee of a counterpart shall be as effective as if the trustee had signed the same document as the other trustees.
- 8.9 Whenever reference is made in this Deed to the discretion of the trustees, such discretion shall be sole, absolute and unfettered.
- 8.10 The trustees shall be entitled (by written resolution) to delegate all or any of their powers or functions to committees consisting of one or more trustees from time to time.
- 8.11 At any meeting of the trustees at which a quorum is present in accordance with the provisions of clause 8.2 of this Deed, or in any resolution of the trustees contemplated in clause 8.8 of this Deed, and without prejudice to the provisions of clause 8.9 of this Deed, the trustees may pass a resolution granting any one or more of their number, or any other person, a specific authority to perform certain acts (including, without limitation, binding the trust contractually) on behalf of all of the trustees, as specified in the resolution in question, for the purposes of enabling the trust to function efficiently on a day-to-day basis in the furtherance of the objects of the trust.

## **9 VACATION OF OFFICE AS TRUSTEE**

- 9.1 A trustee shall ipso facto vacate his office as such if -
- 9.1.1 if he dies; or
- 9.1.2 if he ceases for any reason to be qualified for appointment as a director of a company; or
- 9.1.3 if he is found to be of unsound mind or is declared by a court to be incapable of managing his affairs; or
- 9.1.4 if he is removed by way of a written resolution of the remaining trustees; or
- 9.1.5 if he becomes disentitled in law to hold the office of trustee; or
- 9.1.6 if he resigns on not less than thirty days' notice to his fellow trustees,

  
  
  
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provided that, if upon such date, there would (by reason of his resignation) be no trustee in office, then such resignation or removal shall take effect only upon the appointment of a replacement trustee.

9.2 In the event of the removal, resignation, permanent incapacity or death of any trustee or the failure for any other reason of any trustee to hold office as such, the remaining trustees shall appoint his replacement.

9.3 Any replacement or additional trustee appointed in terms of clause 9.2 shall, upon his written acceptance of such appointment, but subject to the provisions of the Trust Act, be deemed to be vested with and bound by all the powers and duties of a trustee appointed in terms hereof.

9.4 Any trustee shall be entitled to resign as such, without an order of court to that effect, by giving written notice to that effect as referred to in clause 9.1.6.

## 10 POWERS OF TRUSTEES

10.1 Without in any way diminishing the generality of any of the provisions of this Deed, the trustees shall have the following rights and powers which they may, subject to the provisions of the Deed, exercise in their absolute and unfettered discretion -

10.1.1 to open and operate any banking account and to draw and issue cheques and to receive cheques, promissory notes and/or bills of exchange, and to endorse any of the same for collection by the bank at which the said account was opened, and to make and receive payments electronically. For the purpose of this clause, the signature of at least one trustee shall be required for the validity of the signature of any cheque issued by the trustees and for the endorsement of any negotiable instruments for collection by the said bank, and at least one trustee shall be required to release payments made electronically;

10.1.2 to buy or sell movable, immovable or incorporeal property of whatsoever nature, and to sign and execute any agreement or Deed of sale in relation thereto, and to sign and execute all requisite documents and to do all things necessary for the purpose of effecting and registering, if needs be, transfer according to law of any such property, whether movable, immovable or incorporeal, bought or sold by the trustees;

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- 10.1.3 to buy, sell, exchange and/or exercise any option to acquire any shares, stocks, debentures, debenture stock, units, promissory notes, bills of exchange and other negotiable instruments and documents of any kind, 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 to lend money on such terms and conditions and at such interest (or without interest) and to such persons including, but not by way of limitation, any beneficiary of the trust, as the trustees may (in their discretion) determine, and either with or without security or upon such security of movable or immovable property or such personal suretyships and/or guarantees, as the trustees may (in their discretion) determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any such security;
- 10.1.5 to vary any investment made in terms hereof by realising the same and/or by substituting therefor any other investment which the trustees are empowered in terms hereto to make;
- 10.1.6 to borrow money on such terms and conditions and at such interest and from such persons as the trustees may (in their discretion) determine, and either without security or upon such security of movable or immovable property or such personal suretyship and/or guarantees as the trustees may (in their discretion) determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any requisite instrument of debt and of any such security;
- 10.1.7 to mortgage, pledge and/or hypothecate and movable, immovable or incorporeal property forming part of the trust assets, and for the purpose of any such mortgage, pledge or hypothecation to sign and execute all requisite documents and do all things necessary for effecting and registering the same;
- 10.1.8 to let, either by written agreement of lease or otherwise, improve, alter or maintain any immovable property belonging to the trust or any improvements thereon;
- 10.1.9 to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy or the cancellation thereof;

  
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- 10.1.10 to sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever, which may become due, owing, payable or belonging to the trust and to bring sequestration, liquidation and business rescue proceedings against any party;
- 10.1.11 to defend, oppose, adjust, settle, compromise or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the trust and any person, persons, company, corporation or body whatsoever, and for the purposes aforesaid to do and execute all necessary acts and documents;
- 10.1.12 to attend all meetings of creditors of any person or persons, company, corporation or body whatsoever indebted to the trust whether in insolvency, liquidation, under business rescue proceedings or otherwise, and to vote for the election of a trustee or trustees and/or business rescue practitioner and also to vote on all questions submitted to any such meeting of creditors and generally to exercise all rights accruing to a creditor;
- 10.1.13 to exercise the voting power attached to any shares, stocks, debentures or units, in such manner as they may deem fit, and to take such steps or enter into such agreements with other persons as they may deem fit, for the purpose of amalgamation, merger of, or compromise in, or of any company in which the shares, stocks, debentures or units are held;
- 10.1.14 to exercise and take up or to sell and realise any rights of conversion or subscription attaching, accruing or appertaining to any shares, debentures or units forming part of the trust assets;
- 10.1.15 to guarantee the obligations of any person whatsoever and to bind the trust as surety for and co-principal debtor in solidum with any person whatsoever and as collateral security for any obligation undertaken by the trust in terms hereof, to mortgage, pledge or hypothecate, as hereinbefore provided, any asset forming part of the trust assets;
- 10.1.16 to give receipts, releases or other effectual discharges for any sum of money or thing recovered;
- 10.1.17 to engage the services of professional practitioners of whatsoever nature and tradesmen of whatsoever nature for the performance of work and rendering of services necessary or incidental to the affairs of the trust;

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- 10.1.18 to pay out of the funds of the trust all debts incurred on behalf of the trust by the trustees in the exercise of their powers in terms hereof;
- 10.1.19 to take out insurance against risks of loss of any type;
- 10.1.20 to make donations for charitable or other purposes either from the income or capital of the trust assets;
- 10.1.21 to accept on behalf of the trust all or any donations from the donors or from any other person whatsoever subject to all the terms and conditions of this Deed;
- 10.1.22 to enter into any partnership, joint venture or other association, with any other person, firm or company for the doing or performance of any transaction or series of transactions within the powers of the trustees in terms hereof;
- 10.1.23 to determine whether any surplus on the sale of any asset of whatsoever description and whether movable or immovable and/or the receipt of any capitalisation shares by the trust be regarded as income or capital of the trust and to revise any such decisions taken by them.

## **11 REMUNERATION OF TRUSTEES AND CONTRACTS WITH THE TRUST**

- 11.1 Each trustee shall, for the services rendered by him in terms of this Deed, be entitled to be paid out of the income of the trust such reasonable remuneration, if any, as may have been determined by a resolution of the trustees. If no amount of remuneration is so determined and approved in respect of a trustee, then that trustee shall not have any right to be paid for the services rendered by him in terms of this Deed.
- 11.2 Notwithstanding clause 11.1, any trustee or any company or firm of which a trustee is a director or partner may be employed to act in a professional capacity in any matter relating to the trust and shall be entitled to charge and be paid such reasonable fees as may be agreed to in writing by such trustee (or such company or firm) and the other trustees for any professional services rendered to the trust (in addition to any remuneration payable to such trustee in terms of clause 11.1).
- 11.3 If a trustee has given notice of his interest in any proposed contract with the trust to the other trustees prior to its conclusion and abstained from any vote by the trustees as to

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whether such contract should be concluded by the trust, such contract may be entered into by the trust without -

11.3.1 that trustee being disqualified from acting as trustee or being liable to account to the trust for any profit realised from such contract; or

11.3.2 the contract being rendered unenforceable or voidable in any way,

merely by virtue of such interest.

## 12 INDEMNITY AND LEGAL PROCEEDINGS

12.1 Subject to the provisions of the Trust Act -

12.1.1 no trustee shall be responsible for any loss caused by any act or omission of that trustee in reliance on any document, unless the trustee knew that such document was not in fact what it purported to be;

12.1.2 each trustee shall be entitled, notwithstanding anything to the contrary herein contained, to use his discretion as to the manner and time in which he should exercise or perform any of the powers or obligations conferred or imposed on him in terms of this Deed and shall not be responsible for any loss caused as a result thereof, unless the trustee has been negligent or wilfully dishonest;

12.1.3 each trustee shall be indemnified out of the trust's assets against any loss, liability, damage or expense suffered or incurred by him in his capacity as trustee.

12.2 Neither the trustees nor the trust shall be answerable for or liable to make good any loss occasioned to or sustained by the trust and/or a beneficiary from any cause whatever save for any loss which arises from the wilful dishonesty of the trustee involved. No trustee shall be liable for any act of dishonesty committed by another trustee unless he was a party thereto. The trust indemnifies the trustees out of the trust assets against all claims and demands of any nature arising out of the lawful exercise or purported lawful exercise by them of any of the powers conferred under this deed save in the event of any such powers having been exercised in a dishonest manner.

12.3 Legal proceedings instituted by or against the trust may be instituted or defended in its name.

### **13 DISTRIBUTION OF TRUST ASSETS**

The trustees shall, on terms determined by the trustees in their discretion, from time to time apply or distribute the income and capital of the trust assets to or for the benefit of the beneficiaries for the purposes of undertaking the public benefit activities set out in clause 2.

### **14 DOCUMENTS, ACCOUNTS AND AUDITORS / ACCOUNTANTS**

- 14.1 The trustees shall be obliged to deposit all of the moneys of the trust received by them in one or more accounts established for the trust with any bank or similar institution.
- 14.2 The financial year-end of the trust shall be the last day of February of each year.
- 14.3 Financial transactions of the trust shall be conducted by means of a banking account.
- 14.4 The trustees shall keep or cause to be kept true and correct records and books of account of their administration of the trust in such manner and form as is necessary in order that the records and books shall at all times fairly reflect the position of the trust. There shall be recorded in such books and records, inter alia, any change of the trust assets from time to time, the income of the trust and all administration and other expenses incurred by the trust.
- 14.5 Any books of account, records or other documents relating to the trust shall -
- 14.5.1 where kept in book form, be retained and carefully preserved by the trustees for a period of four years after the date of the last entry in any book; or
- 14.5.2 where not kept in book form (including where kept in electronic form), be retained and carefully preserved by the trustees for a period of four years after completion of the transactions, acts or operations to which they relate.
- 14.6 The trustees shall prepare or cause to be prepared financial statements (consisting at least of an income statement and balance sheet) reflecting the affairs of the trust during and as at the end of each financial year of the trust. Such financial statements shall be certified by a resolution of the trustees.
- 14.7 The trustees shall cause the books of account and the financial statements certified by them to be audited or reviewed by accountants or auditors who shall report on the financial statements. The trustees shall appoint accountants / auditors for this purpose

and shall have the right to terminate any such appointment and to appoint any other auditors.

- 14.8 The trustees shall ensure that the trust assets are utilised for the objects of the trust referred to in clause 2.

## 15 PUBLIC BENEFIT ORGANISATION REGISTRATION

The trustees shall, as soon as possible after signature of this Deed, apply to the Commissioner for approval of the trust as a PBO in terms of section 30(3) of the Income Tax Act. Once the Commissioner has given the approval referred to in section 30(3) of the Income Tax Act to the trust, the trustees shall use their reasonable endeavours to maintain the status of the trust as a PBO duly approved by the Commissioner in terms of section 30(3) of the Income Tax Act.

## 16 COMPLIANCE PROVISIONS

- 16.1 The trustees shall at all times during the continuation of the trust ensure that the trust complies with the following provisions, namely -

16.1.1 the trust shall at all times have at least 3 (three) persons, who are not connected persons in relation to each other as defined in the Income Tax Act, to accept the fiduciary responsibility of the trust, and no single person may directly or indirectly control the decision-making powers relating to the trust;

16.1.2 the trust is prohibited from directly or indirectly distributing any of its funds to any person otherwise than in furtherance of the object of the trust as set out in clause 2;

16.1.3 where any funds or assets are provided in the furtherance of the objects of the trust, reasonable steps will be taken to ensure that the funds are utilised for the purpose for which they have been provided;

16.1.4 where the trust has been approved in terms of section 18A(1)(b) of the Act and except to the extent to which the Commissioner otherwise permits -

16.1.4.1 the trust shall apply or distribute or incur the obligation to apply or distribute at least 50% of all funds received by way of donation during that year, in the manner and as contemplated therein and in section 18A(2A)(b)(1) of the Act; and

- 16.1.4.2 in respect of any amounts not dealt with in 16.1.4.1, the trust shall apply or distribute or incur the obligation to apply or distribute all amounts as contemplated, and in the manner set out, in section 18A(2D) of the Act;
- 16.1.5 on dissolution, the trust shall transfer its assets to any similar public benefit organisation or other body as contemplated in section 30(3)(b)(iii) of the Act;
- 16.1.6 save to the extent contemplated in section 30(3)(b)(v) of the Income Tax Act, the trust shall not accept any donation which is revocable at the instance of the donor;
- 16.1.7 the trustees shall submit to the Commissioner a copy of any amendment to this trust Deed as soon as practicable after such amendment shall have been effected, as well as required returns for income tax purposes together with supporting documentation;
- 16.1.8 the trust shall not pay any remuneration (as defined in the Fourth Schedule to the Income Tax Act) to any employee, office bearer, member or other person which is excessive, having regard to what is generally considered reasonable in the sector in which the trust operates and in relation to the services rendered and the trust shall not economically benefit any person in a manner which is not consistent with its objects;
- 16.1.9 the trust shall comply with such reporting requirements as may be determined from time to time by the Commissioner;
- 16.1.10 the trust shall comply with such further conditions as may be prescribed from time to time in terms of section 30(3)(a) of the Income Tax Act; and
- 16.1.11 the trust shall not use its resources directly or indirectly to support, advance or oppose any political party.
- 16.2 To the extent that the provisions of any other clause in this Deed conflict with the provisions of this clause 16, the provisions of this clause 16 shall prevail over any such conflicting clause.

## 17 DOMICILIUM AND NOTICES

17.1 Each trustee chooses domicilium citandi et executandi ("**domicilium**") for all purposes relating to this Deed, including the giving of any notice, the payment of any sum, the serving of any process, as follows -

- |        |                                   |                                                                                                                            |
|--------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 17.1.1 | CORENE BREEDT-RAMMUTLA            | 9 Tamatine Terrace<br>Bernard Road East<br>Morninghill<br>2007<br><br>email corenebreedt@gmail.com                         |
| 17.1.2 | RATSHIDI OBAKENG ALBANUS RAMMUTLA | 9 Tamarine Terrace<br>Bernard Road East<br>Morninghill<br>2007<br><br>email ika@mweb.co.za                                 |
| 17.1.3 | ILAN MARK RABINOWITZ              | 60 Northfield Ave<br>Glenhazel<br>2192<br><br>email <a href="mailto:ilan.rabinowiz@gmail.com">ilan.rabinowiz@gmail.com</a> |
| 17.1.4 | COLIN JAMES KINNEAR               | 15 Baltimore Rd<br>Centurion<br>Pierre Van Ryneveld X21<br><br>Email colin.kinnear@gmail.com                               |

17.2 The trustees shall be entitled from time to time, by giving written notice to all of the other trustees to vary their physical domicilium to any other physical address (not being a post office box or poste restante) within the Republic of South Africa, to vary their postal domicilium to any other postal address within the Republic of South Africa and to vary their facsimile domicilium to any other facsimile number.

17.3 Any notice or process given to or served on a trustee ("**addressee**") which is -

17.3.1 delivered by hand between the hours of 09:00 and 17:00 on any business day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery;

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17.3.2 posted by prepaid registered post to the addressee's postal domicile for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the fourteenth day after the date of posting.

17.4 Any notice given to a trustee which is successfully transmitted by facsimile to the addressee's facsimile domicile for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

17.5 This clause 17 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 17.

17.6 Any notice in terms of or in connection with this Deed shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

## 18 COSTS

All costs, charges and expenses lawfully incurred by the trustees in connection with the administration of the trust (including, if for any reason they were at any time required to furnish security, the costs from time to time of furnishing security, their remuneration and any income tax that may become payable by them in their representative capacity in respect of the income of the trust) shall be paid out of the income derived from the trust from time to time, and if insufficient, out of the capital of the trust.

## 19 TERMINATION OF THE TRUST

The trust shall endure until terminated by resolution of the trustees passed in accordance with the provisions of clause 8.

## 20 AMENDMENT

20.1 Subject to clause 20.2 this Deed may be varied by means of a written agreement between the trustees.

20.2 The trustees shall submit to the Commissioner a copy of any amendment to this Deed as soon as practicable after such amendment has been effected.

  
  
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## 21 GENERAL

21.1 This Deed constitutes the sole record of the terms of the trust.

21.2 All provisions of this Deed are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Deed which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this Deed shall remain of full force and effect. The trustees declare that it is their intention that this Deed would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

Signed at

JMB

on

6/11

2017

CORENE BREEDT-RAMMUTLA (trustee)

Signed at

JMB

on

6/11

2017

RATSHIDI OBAKENG ALBANUS  
RAMMUTLA (trustee)

Signed at

JMB

on

6/11

2017

ILAN MARK RABINOWITZ (trustee)

Signed at

JMB

on

6/11

2017

COLIN JAMES KINNEAR (trustee)