



Protocol No. 013/2012

DEED OF TRUST

BE IT HEREBY MADE KNOWN:

THAT on this the 20th day of June 2012 before me,

TANIA PEARSON

Notary Public, by lawful authority duly sworn and admitted, residing and practising at Windhoek in the Republic of Namibia, in the presence of the subscribed witnesses, personally came and appeared:

CORINNA VAN WYK

acting for

CLEMENT DANIELS

(hereinafter referred to as "the FOUNDER")

and

HOSEA NICO KAIYAMO
ESI SCHIMMING-CHASE
ELIZE ANGULA
GERSON ADOLF BISEY UIRAB
TANGENI AMUPADHI
NORMAN TJOMBE
FRANZISKA ANTOINETTE HANCOX
(hereinafter referred to as "the Trustees")

duly authorised hereto by a Special Power of Attorney granted in her favour at **WINDHOEK**... on the ...**18th**... day of ...**JUNE**... 2012 which said Power of Attorney has been exhibited to me and now remains filed in my protocol.

AND THE APPEARER DECLARED THAT:

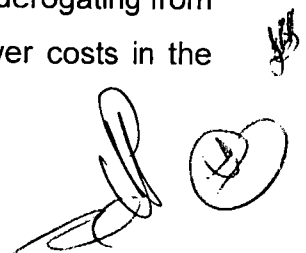
1. NAME OF THE TRUST

The founder hereby creates a trust, which is a charitable and educational trust to be known as the **LEGAL ASSISTANCE TRUST** (hereinafter called "the Trust").

2. AIMS AND OBJECTIVES OF THE TRUST

The aims and objectives of the Trust are:

- 2.1 to establish and provide financial support to a Legal Assistance Centre or Centres at or by which legal assistance will be given in the public interest and without charge to persons requiring such assistance and at or by which legal research and legal education may also be undertaken. Without derogating from the generality of the foregoing the Trust is authorised to recover costs in the

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form of disbursements, and insofar as it may be authorised thereto by the Law Society, to recover full legal costs, and further that the Centre may require prospective litigants to undertake to pay the actual disbursements paid by the Centre in relation to any litigation;

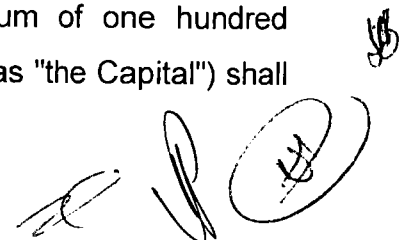
- 2.2 to employ the Director of each such Centre (who shall be a qualified legal practitioner) and other members of the staff of any such Centre including legal practitioners and to pay salaries of the said employees directly or through the Centre;
- 2.3 to provide financial assistance to persons to enable them to obtain legal advice or legal assistance if in the opinion of the Trustees the giving of such advice or assistance is likely to further the aims and objectives of the Trust;
- 2.4 to provide financial assistance to persons or bodies undertaking research into matters concerned with law and justice, if in the opinion of the Trustees, such research is likely to be of value to the community;
- 2.5 generally to support, in addition to the Legal Assistance Centre or Centres, any other similar undertaking and to engage in any other related activities which in the opinion of the Trustees are likely to further the interests of law and justice.

3. LIMITATIONS

The Trust shall not directly or through the Legal Assistance Centre or Centres conducted by it use any funds for the benefit of any other institution unless such institution is of an ecclesiastical, educational or charitable nature, of a public character, within Namibia and itself exempt from payment of income tax.

4. TRUST CAPITAL

The Founder hereby donates irrevocably to the Trust the sum of one hundred Namibian Dollars (N\$100,00) which sum (hereinafter referred to as "the Capital") shall

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comprise the trust fund together with any additions and accretions thereto from other sources. The trust fund shall be held in trust and utilised in furtherance of the aims and objectives of the Trust, subject to the conditions hereinafter set forth.

5. TRUSTEES' CONDITIONS OF APPOINTMENT

5.1 The Founder hereby appoints the Trustees as the first Trustees of the Trust. The Founder is also a Trustee.

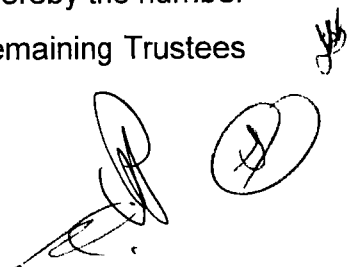
5.2 There shall at all times be no fewer than 4 (four) Trustees acting at any time under this Deed.

5.3 The office of Trustee shall be vacated –

- (i) if a Trustee resigns office by notice in writing addressed to the secretary of the Trust, or the other Trustees; or
- (ii) if a Trustee becomes of unsound mind, insolvent, or is in any other way incapable of managing his or her own affairs or is or becomes under a legal disability affecting his or her legal capacity; or
- (iii) if a resolution for the removal of a Trustee supported by not less than 60% (sixty per cent) of the Trustees then in office is passed at a meeting of the Trustees of which not less than 14 (fourteen) days' notice has been given.

5.4 Any Trustees appointed or reappointed to the office of Trustee shall hold office for a period of 3 (three) years and shall cease to be a Trustee after the expiry of such period, unless he or she is reappointed as a Trustee in terms of clause 5.5 hereof.

5.5 Immediately a vacancy in the office of Trustee occurs and if thereby the number of Trustees is reduced below the prescribed minimum, the remaining Trustees



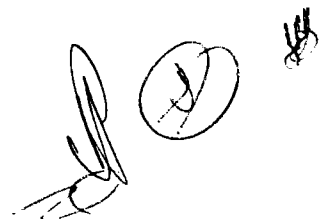
shall forthwith appoint a Trustee to fill such vacancy, which they shall be empowered to do notwithstanding the provisions of clause 5.2 hereof;

- 5.6 The Trustees may from time to time appoint one or more persons as Trustees and act as such with them.
- 5.7 With the approval of the remaining Trustees, a Trustee may appoint an alternate to represent him or her during a period of temporary absence from Namibia.

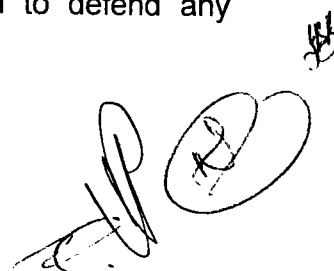
6. TRUSTEES' POWERS

The Board of Trustees shall have general control over the Trust assets and shall strive to attain the objects for which the Trust is established. The Trustees shall have all such powers as may be necessary to enable them to administer the Trust. Without limiting their general powers in any way, the Trustees shall also have the following powers:

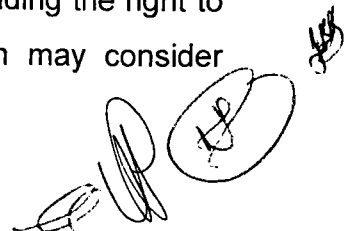
- 6.1 to nominate one or more of them, or delegate their authority to any person(s) selected by them, both for the purpose of management of the Trust and the execution of all documents of any nature relating to the carrying out of the purposes of the Trust including documents in connection with the investment and realisation of the Trust, which realisation shall be in whatever manner they may think fit and to empower such person(s) to expend funds of the Trust for that purpose;
- 6.2 to invest the capital amount and also such income from the Trust which may not be immediately required for the purposes of the Trust, in such manner as they may think fit and to realise, vary and dispose of any securities, assets, investments and property from time to time and at such times as they in their sole discretion shall determine or consider to be in the best interests of the Trust;



- 6.3 to purchase, sell, let and hire any movable and immovable property of the Trust in due and customary form;
- 6.4 to expend Trust funds on maintenance, construction, improvement, alteration, rates, taxes, insurance premiums and other charges in and pertaining to any immovable property;
- 6.5 to borrow money for the purposes of this Trust and, in order to provide security for such borrowing, to mortgage and/or pledge Trust assets and to arrange the manner of repayment of such loans as the Trustees may in their sole discretion decide;
- 6.6 to purchase or otherwise acquire and hold shares in any company provided that shares shall not be purchased or otherwise acquired in a private company in which a donor or a Trustee or a relative as defined in Clause 6.13(i) herein, of a donor or a Trustee is a shareholder;
- 6.7 to pay all expenses incurred in connection with the administration of the Trust as institutional resources permit;
- 6.8 to employ any person(s), to manage or assist in the management of any of the objects of the Trust and to remunerate such employee(s) from funds administered by the Trust, including travelling and other expenses which may necessarily be incurred by such employee(s);
- 6.9 to appoint an agent or agents to represent them for any specific purpose, including the power to employ accountants, advocates and other professional persons for any specific purpose and to remunerate such persons at the usual professional or business tariffs;
- 6.10 to take action in a court of law for the recovery of any amounts due to the Trust or to compel the fulfilment of obligations in its favour and to defend any proceedings that may be instituted against the Trust;

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- 6.11 to accept further donations and bequests from the Founder and Trustees or other persons in favour of the Trust and to administer the same, subject to the terms hereof and also subject to such conditions as may be imposed by the Founder or Trustees or other persons, provided that such conditions are not inconsistent with the terms of the Trust. If a donation is made for a specific purpose which cannot be implemented, the Trustees shall be entitled, if required by the donor to do so, to refund the donation or any unexpended portion thereof to the donor;
- 6.12 to open, operate upon and control any bank accounts, investment accounts or building society accounts and to draw, accept or give promissory notes, bills of exchange and other negotiable instruments;
- 6.13 to lend money, or to leave money on deposit with any bank, building society, company or person provided that:
- (i) loans may not be made to a Trustee or donor to the Trust, or a relative (as defined in the Income Tax Act 24 of 1981 of the Republic of South Africa whether or not it is superseded or repealed) of a Trustee or a donor, or to any private company in which a donor, a trustee or any relative, as defined aforesaid, of a donor or a Trustee is a shareholder;
 - (ii) all loans shall be made at rates of interest not less than the prevailing rate of interest, provided that nothing in this sub-clause shall prohibit the making of advances against salaries to the employees of the Trust or the Legal Assistance Centres established by it, of amounts not exceeding the salary of the borrower for one month.
- 6.14 to allow any time for the payment of any debt due to the Trust as they may think fit and to compromise, compound or submit to arbitration all claims, debts or things whatsoever belonging or relating thereto;
- 6.15 to exercise or cause to be exercised such further powers, including the right to take out such insurance which they in their sole discretion may consider



necessary to carry out the objects of this Trust and in this respect the Trustees are hereby exempted from any personal liability for losses that the Trust may suffer as a result of the *bona fide* exercise of any of their other powers in terms hereof;

- 6.16 in the absolute discretion of the Trustees to make payment of or contribute towards the payment of any order for costs made against a litigant assisted by the Centre;
- 6.17 to frame rules, standing orders and regulations for the administration of the Trust in the conduct of its affairs and to alter, vary or rescind the same from time to time;
- 6.18 to indemnify the employees of the Trust against any claim which may be made against them arising out of the *bona fide* performance of their duties;
- 6.19 to take out and/or pay the premiums of insurance policies of any class which the Trustees may consider necessary for purposes of the Trust; and
- 6.20 to contribute towards any pension or medical benefit or provident fund benefits in respect of the employees of the Trust.
- 6.21 Notwithstanding anything to the contrary herein contained, the Trustees within the ambit of this Trust's business shall not carry on any profit orientated business or ordinary trading operations in the commercial sense, or engage in the letting of property on a systematic or regular basis, or undertake speculative transactions or dividend stripping activities.
- 6.22 Generally and without derogating from the powers set out above, to do and undertake all things as may be done in order to carry out the objects of the Trust.

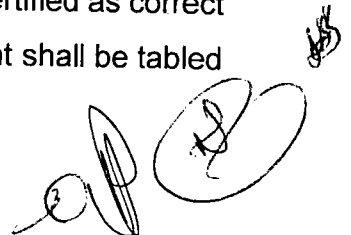
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7. **TRUSTEES' PRIVILEGES**

- 7.1 If the Trustees sue or are sued in any court of competent jurisdiction in respect of any matter arising out of the Trust in respect of which they acted in good faith, all costs incurred by the Trustees or awarded against them in or arising out of such proceedings shall be a first charge on the Trust Fund and the income thereof;
- 7.2 The Trustees shall be entitled to reimbursement out of the funds of the Trust of all charges, expenses and disbursements incurred by them in or arising out of their administration of the Trust, or their duties as Trustees.
- 7.3 Any Trustee, or partnership, company or organisation of which a Trustee is a member, may be employed to render services to the Trust and in that event the Trustee, partnership, company or organisation concerned shall be entitled to be paid a reasonable remuneration for such services out of the funds of the Trust. In such event, the Trustee concerned shall recuse him/herself from the decision-making process of the Board pertaining to this specific matter.
- 7.4 The Trustees shall not be personally liable for any loss which may be suffered or sustained by the Trust, nor shall they be responsible for the actions of any accountants, agents, legal practitioners and other professionals appointed by them unless the Trustees acted negligently in this regard.

8. **MINUTES AND ACCOUNTS**

The Board of Trustees shall keep minutes of all its meetings and shall also keep a proper set of accounts in respect of its transactions, which accounts shall be audited annually by an auditor to be appointed by the Board of Trustees. Such appointment may in the discretion of the Trustees be varied from time to time. The auditor shall at all times have access to such minutes and to all vouchers and records and to the property of the Trust. An annual balance sheet and statement of revenue and expenditure shall be prepared and certified as correct by the Trustees and auditor. Such balance sheet and statement shall be tabled



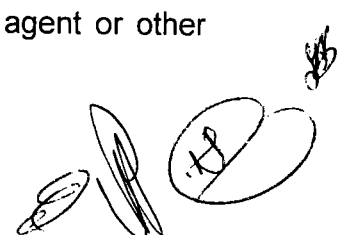
at a meeting of the Board as soon as practicable after the said documents have been released by the auditor and shall thereafter be available to any relevant stakeholder.

9. MEETINGS

- 9.1 The Board of Trustees shall, as they may determine from time to time, but at least at a minimum of twice per year, meet to consider and administer the affairs of the trust.
- 9.2 The Trustees shall appoint from amongst their number a person to act as a chairperson of the Trust. The chairperson of the Trust may call a meeting at any time if he or she considers it appropriate to do so and shall call a meeting if required to do so by a requisition signed by not less than 3 (three) Trustees. If a meeting is called by the chairperson either on his or her own initiative or as a result of a requisition, she or she shall fix the time and the place at which such meeting shall take place.
- 9.3 The quorum of any meeting of Trustees shall not be less than one half of the total number of Trustees at the time that the meeting takes place.
- 9.4 Should any difference arise among the Trustees in regard to the affairs of the Trust, the Trustees shall seek consensus in the best interest of the Trust, however the same shall be determined by majority vote of the Trustees taken at such meeting, with the Chairperson having the casting vote in the event of an equality of votes.

10. INDEMNITY AND EXEMPTION FROM FURNISHING SECURITY

- 10.1 In the proposed administration of the Trust no Trustee shall be liable for any loss to the Trust which may occur as a result of any improper investment made in good faith, or as a result of the negligence or fraud of any agent or other



person employed by the Trustees, or occasioned by any mistake or omission made in good faith by the Trustee, or arising from any other cause, except the wilful and individual fraud and dishonesty of such Trustee. No Trustee shall be liable for any loss occasioned by the fraud, dishonesty or wrongdoing of the other Trustee(s) unless he or she was a party to such fraud, dishonesty or wrongdoing.

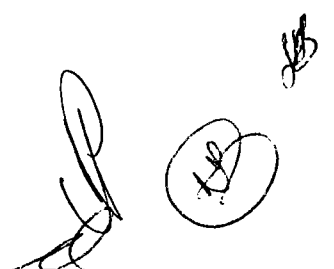
10.2 The Trustees shall not be personally liable for any debts and obligations incurred in good faith on behalf of the Trust, and they will be reimbursed for reasonable expenses incurred on behalf of the Trust. The Trustees shall, furthermore, be exempted from furnishing security for the performance of their duties in terms of this Deed of Trust.

11. DURATION OF THE TRUST

The Trust shall endure for an indeterminate period, and shall be terminated upon a decision supported by 75% (seventy five per cent) of the Trustees then in office, in which event the surplus assets of the Trust remaining after all obligations have been met, shall be donated to institution of an ecclesiastical, charitable or educational nature as determined by a decision of the majority of the Trustees and which institutions are (i) of a public character (ii) within the territory of Namibia and (iii) themselves exempt from income tax.

12. AMENDMENT OF DEED OF TRUST

The Trustees shall have powers to revoke or amend any of the provisions of the Trust and any new provisions may be introduced, by resolution of at least two-thirds (2/3) of the Trustees then in office, if the Trustees are of the opinion that such revocation, amendment or addition will benefit the Trust, or is necessary to enable them to achieve any object consistent with the purposes of the Trust as set out herein.

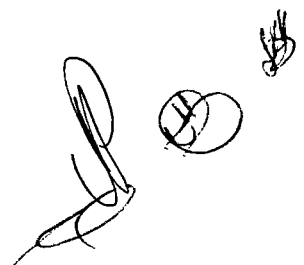
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13. FINAL PROVISIONS

- 13.1 The Trustees shall be entitled to solicit and accept donations within Namibia and elsewhere provided that such donations shall be paid to and received by the Trust within Namibia.
- 13.2 The business and affairs of the Trust shall be conducted within the territory of Namibia.
- 13.3 No donor, Trustee or relative (as defined in Clause 6.13(i) herein) of a donor or Trustee shall receive any benefit from the funds or the income of the Trust, provided that nothing herein contained shall preclude the employment of a donor or a Trustee or a relative (as defined) of a donor or a Trustee or any partnership or company of which a donor, Trustee or such relative is a member, from rendering services to or being employed by the Trust or a Legal Assistance Centre conducted by it and being paid a reasonable remuneration for such services.

IN WITNESS WHEREOF the Appearer has hereunto set her hand at WINDHOEK on the day, month and year set out herein, in the presence of the undersigned witnesses and of me, the said Notary.

AND the said Trustees acknowledge having accepted the foregoing donation for the purpose of the formation of the above Trust, subject to the conditions herein recorded.

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SIGNED at Windhoek on this 20th day of June 2012 in the presence of the undersigned witnesses:

Witnesses:

1) [Signature]

[Signature]

CLEMENT DANIELS

2) [Signature]

[Signature]

HOSEA NICO KAIYAMO

[Signature]

ESI SCHIMMING-CHASE

[Signature]

ELIZE ANGULA

[Signature]

GERSON ADOLF BISEY UIRAB

[Signature]

TANGENI AMUPADHI

[Signature]

NORMAN TJOMBE

[Signature]

FRANZISKA ANTOINETTE HANCOX

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NOTARY PUBLIC

