

Constitution of the Sustainable Afforestation Association

1. Definitions

In this constitution the following terms shall have the meanings ascribed to them hereunder:

"the Act" means the Forest Act [Chapter 19:05] or any successor legislation to that act.

"the Association" means the association brought into being in terms of this Constitution.

"the Executive Committee" means the Executive Committee of the Association holding office from time to time, as provided in **Clause 9**

"Member" means a Member of the Association who has become a member as provided in **Clause 5**

"Member Contribution Percentage" means at any given time and in relation to any particular Member, the percentage arrived at by the following formula-
$$a/b \times 100 \text{ [} A \div B \times 100 \text{)}$$

where A is the aggregate of levies paid by the Member to date and B is the total of all levies paid by the members to date

"the Tobacco Act" means the Tobacco Industry and Marketing Act [Chapter 18:20]

2. The Association

The Association created in terms of the Constitution shall:

2.1 have the name The Sustainable Afforestation Association and

2.2 be a non-profit association, having perpetual succession and capable of suing and being sued in its own name.

3. Objects

Recognizing that-

- Deforestation is a critical national problem in Zimbabwe
- More specifically, that the curing of Virginia Tobacco has at least to a degree, contributed to rural deforestation

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- It is necessary and a matter of national interest, not only that deforestation in Zimbabwe be reversed but also that sustainable sources of timber for use in the tobacco industry be created,

The objects are:

3.1 to provide a sustainable source of timber for use in the tobacco industry in Zimbabwe

3.2 to investigate and implement strategies for the conservation and rejuvenation of existing indigenous and commercial forests and

3.3 generally to undertake such activities and projects directly or indirectly relating to the provision of sustainable sources of timber or other fuels and the conservation and rejuvenation of existing timber resources, as shall be additional or incidental to attainment of the objects referred to in **Clause 3.1 and 3.2.**

4. Powers

For purpose of pursuing the objects the Association shall have the power to:

4.1 seek and obtain such licenses or other authorities as may be required to comply with the provisions of the Act and with any other applicable legislation in Zimbabwe.

4.2 to provide extension services to tobacco growers and others relative to the establishment of sustainable woodlots in Zimbabwe.

4.3 to raise funds for the pursuit of its objects by receiving Levies.

4.4 to buy or otherwise acquire immovable property of all descriptions and to lease such property.

4.5 to buy or otherwise acquire for its use moveable property of all descriptions

4.6 to employ staff on conditions determined by the Executive Committee from time to time.

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4.7 to open and operate one or more banking accounts or building society accounts.

4.8 to borrow money, and to register mortgage bonds over any immovable property owned by it.

4.9 to take out and maintain such insurance cover as is necessary to protect the interests of the Association.

4.10 to consult and appoint and at a pleasure remove, legal practitioners accountants, other consultants or agents.

4.11. to institute and defend proceedings at law and to proceed to the final end and determination thereof.

4.12 to enter into compromises and to submit any matter, thing claim or demand to arbitration or meditation and

4.13 to do all such other acts or things which may be reasonably necessary to achieve the objects of the Association.

5. Members

5.1 Any body corporate registered and existing in terms of the laws of Zimbabwe, and which is at least a licensed buyer registered in terms of part VII of the Tobacco Act (or in terms of any equivalent provision of any successor legislation to the Tobacco Act) shall be entitled to be a Member of the Association.

5.2 The first members of the association shall be those bodies corporate who have subscribed to this Constitution.

5.3 Any body corporate which qualifies for Membership in terms of Clause 5.1 may apply for Membership of the Association in such manner, and furnishing such information, as may be prescribed by the Executive Committee and, if the Executive Committee is satisfied as to the applicant's qualification for Membership, it shall forthwith be admitted to Membership of the Association.

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5.4 Any Member may resign its Membership of the Association on giving three months written notice of such resignation.

5.5 In the event that any member shall fail to pay the Association, or procure that there shall not be paid to the Association, any Levy on due date, and fail to rectify such breach within 10 working days of having received written notice from the Executive Committee so to do, then the Executive Committee shall be entitled summarily to terminate the Membership of such Member.

5.6 Notwithstanding any other provision of this Constitution, in the event that the records of the Tobacco Industry Marketing Board shall reflect that any Member shall not have traded as a licensed buyer for the entirety of any completed tobacco buying season, then the membership of such Member shall ipso facto lapse, and it may only be reinstated to membership upon having made a fresh application for membership in terms of Clause 5.3

6. Levies

6.1 Every member shall, whilst it remains a Member, pay to the Association Levies calculated in terms of Clause 6.2 and 6.3

6.2 With effect from the 2014-15 tobacco season, levies will be payable at a maximum effective percentage rate of 1.5% calculated on the volume of green tobacco procured by the Member (from both contract and auction purchases), multiplied by the national average price of tobacco purchased. The effective percentage rate will be set by the Committee in accordance with the agreed budget for the forthcoming planting season.

6.3 The rate at which Levies are payable may be amended from time to time by resolution of the Executive Committee, which may resolve that Levies at a rate of less than 1.5% will be sufficient to attain the objects of the Association

7. Annual General meeting

7.1 The annual general meeting of the Association shall be convened within six months of the end of each financial year of the Association by the executive

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Committee giving not less than 30 days written notice to each member and at the annual general meeting.

7.1.1 four Members shall constitute a quorum:

7.1.2 the accounts of the Association for the previous financial year shall be presented by the Executive Committee for approval:

7.1.3 the report of the Executive Committee in respect of the previous financial year shall be presented:

7.1.4 the Executive Committee to hold office until the following annual general meeting shall be elected:

7.1.5 the auditor of the Association shall be appointed:

7.1.6 such other business shall be conducted as may be specified by the Executive Committee or specified in written notice given by not less than two Members to the Executive Committee not less than 14 days advance of the annual general meeting:

7.2 At the Annual General Meeting each Member shall have one vote, subject to the two following provisos: first, that no vote may be exercised by a Member whose Levies due to the Association are overdue, in whole or in part; and secondly, that any Member who in the immediately preceding completed tobacco buying season has contributed a greater proportion than 8% of the total levies received by the Association shall be entitled to one additional vote. The meeting shall be chaired by the Chairman of the outgoing Executive Committee, or, in his absence, by a Chairman elected by Members present and, save as specified hereunder, decisions shall be taken by majority vote.

7.3 Representation of each Member at the Annual General Meeting shall be by one individual duly appointed by such Member in a manner acceptable to the Executive Committee.

8. Extraordinary General Meeting

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8.1 An extraordinary general meeting of the Association may be called by the Executive Committee upon not less than 30 days written notice to all members in order to deal with such business as the Executive Committee shall deem appropriate.

8.2 At any extraordinary general meeting the provisions of Clauses 7.2 and 7.3 shall apply *mutatis mutandis*.

9. Executive Committee

9.1 The day to day management of the affairs of the Association shall be vested in its Executive Committee who shall appoint a Chief Executive of the Association on such terms and with such responsibilities as the Executive Committee shall determine.

9.2 The Executive Committee shall consist of not less than 5 and not more than 7 one of whom shall be elected as its Chairman and who shall have a casting as well as a deliberative vote. The Chief Executive of the Association shall de facto sit on the Executive Committee.

9.3 The Executive Committee shall meet as often as it deems necessary for the discharge of the responsibilities but not less than once every three months.

9.4 Meetings of the Association shall be held at Harare or at such other place in Zimbabwe as may be determined by the Executive Committee, and shall be convened by the Chairman or by any two Members of the Executive committee on not less than 7 days written notice to all Members of the Executive Committee.

9.5 The Executive Committee may delegate such of its functions that it may determine to any one or more employees of the Association.

9.6 All members of the Executive Committee shall retire at each annual general meeting, but may offer themselves for re-election.

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10. Trustees

10.1 All immovable property of the Association shall vest in Trustees

10.2 There shall be 2 Trustees nominated from time to time by the Executive Committee, and whose appointment is ratified at each Annual General Meeting. A Trustee will hold office until such time as his resignation from office is received by the Executive Committee, or until he becomes incapacitated for whatever reason and incapable of performing his duties, or he is removed from office in terms of Clause 10.4

10.3 The duties and responsibilities of the trustees shall be to protect all the immovable assets registered in the name of the Association

10.4 Any one or more of the Trustees may be removed from office by resolution of any general meeting of the Association of which not less than 30 days written notice has been given, and his replacement shall be appointed by resolution of Members of the same general meeting and any casual vacancy in the office of Trustee shall be filled by resolution of Members of the next general meeting of the Association.

11. Financial Year

The financial year of the Association shall be from 1 April to 31 March in each year.

12. Accounts

12.1 The Executive Committee shall cause to be prepared full and proper accounts reflecting the operations of the Association in each financial year and such accounts shall be audited by an auditor appointed at each Annual General Meeting

13 Wood Produced

13.1 Annually all and any timber grown by the Association and harvested or harvested by the Association from woodlots owned or operated by it shall be offered by the Executive Committee for sale to Members in proportion to their

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respective Member Contribution Percentages provided that if any member shall decline the purchase timber offered to it, or fail to accept such offer within. Any time limit fixed by the Executive Committee then the timber available to be purchased by other Members shall be increased proportionately.

13.2 The purchase price of timber offered for sale in terms of Clause 13.1 shall be at rates for the type and grade of timber in question fixed by the Executive Committee in its discretion, but having regard to the cost of production of the timber being harvested.

13.3 Any timber not purchased by Members in terms of the preceding sub-clauses may be sold by the Executive Committee on behalf of the Association on the open market.

13.4 For the avoidance of doubt it is recorded that any Member ceasing for whatever reason to be a member shall simultaneously cease to have any right to be offered timber in terms of Clause 13.1

14. Amendment of Constitution

The provisions of this Constitution may be amended at any general meeting of Members by a resolution passed by not less than two thirds of votes cast by members present and entitled to vote at the General Meeting to which the resolution is put provided that, in the event that the Association shall have been granted tax exempt status by the Commissioner General of the Zimbabwe General Authority, or any successor official to the Commissioner General, then no such resolution involving an amendment to Clause 2,3, 15 or to this Clause shall take effect without the written approval of the Commissioner General.

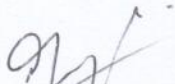
15. Dissolution

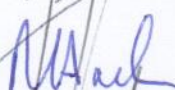
15.1 The Association may be dissolved by a resolution passed at a general meeting of members of which not less than three fourths of the total Membership of the Association are in favour.

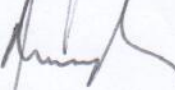
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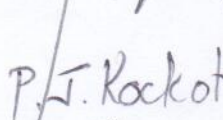
15.2 Upon dissolution, the affairs of the Association shall be wound up, its assets sold and after payment of all its debts any monies remaining shall be distributed as determined by the resolution of Members provided that in the event that the Association shall have been granted tax exempt status by the Commissioner General of the Zimbabwe Revenue Authority then no such distribution shall take place other than to a recipient approved in advance by the Commissioner General.

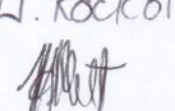
SIGNED in Harare on behalf of Members by the Committee.

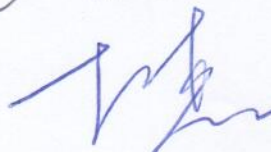
 GRAINGER 1/10/2017.

 R. HACKER 3/10/2017

 K. LANKEY 3/10/2017.

 P. J. KOCKOTT 4/10/2017

 H. L. MORDT 04/10/2017

 WENJIE LI 17/10/17