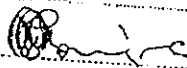


Paid: A\$50 Stamp Duty and fees  
Receipt No 90142159 Dated 3/3/17

REGISTERED AT HARARE ZIMBABWE  
On 20<sup>th</sup> of MAR 2017  
By MAH 01419 2017  
  
REGISTRAR OF DEEDS

Protocol No. ....

## NOTARIAL DEED OF TRUST

KNOWN ALL MEN WHOM IT MAY CONCERN

That on the 24<sup>th</sup> Day of FEBRUARY in the Year of our Lord Two Thousand and Seventeen (2017)

Before me,

GRACIANO CHAPUPU MANYURURUHI

of Harare, Zimbabwe, a Legal Practitioner and Notary Public by law authority duly admitted and sworn, in the presence of the undersigned witnesses, personally came and appeared, firstly;

CHIN-CHAI CHU  
(BORN ON 12 APRIL 1955)  
[Founder & Chairman]  
And

/Chao-Chin...



CHAO-CHIN LEE  
(BORN ON 16 APRIL, 1955)  
[Trustee & Vice-Chairperson]  
And

PRECIOUS DZUTU  
(BORN ON 04 APRIL, 1983)  
[Trustee & Secretary]  
And

JEAN MUTEKURE  
(BORN ON 04 FEBRUARY, 1967)  
[Trustee & Vice-Secretary]  
And

SALMA UMERJI  
(BORN ON 26 APRIL, 1984)  
[Trustee & Treasurer]

AND THE APPEARERS DECLARED THAT:

WHEREAS the Founders are desirous of establishing a Trust for the purposes of offering material support: educational and physico-social support targeting the vulnerable, hence complementing efforts both by government and civil society on alleviating poverty and hunger in various communities,

The founders desire the said Trust to be established on the terms and conditions morefully set out hereunder.

NOW THEREFORE THESE PRESENT WITNESS:

1. DEFINITION

In this Deed and unless otherwise required by the context:

- 1.1. "Trustees" shall mean the Trustees appointed as above mentioned.

The Beneficiaries...

CC  
FB  
CL  
SU  
TG  
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land or buildings from time to time forming part of the assets of the Trust Fund;

- 8.3 to receive and give transfer of any and all movable or immovable property bought or sold as aforesaid, or settled on them in term hereof;
- 8.4 to receive any shares, money, securities, investments, property or other assets which may be donated to the Trust Fund;
- 8.5 to consult and appoint and at pleasure to remove Legal Practitioners, Accountants and/or agents;
- 8.6 to institute and defend proceedings at law and to proceed to the final end and determination thereof;
- 8.7 to enter into compromises and to submit any matter, thing, claim or demand to arbitration or umpirage;
- 8.8 to open and operate upon one or more banking account or accounts;
- 8.9 to do all such things and to assign, 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;
- 8.10 to appoint alternates, subject to approval of the other Trustees, to act in their place, provided such alternate cannot act for more than six (6) consecutive months in one year;
- 8.11 to borrow money on behalf of the Trust for purposes of improving, by erecting buildings on or in any other way whatsoever, the properties of the Trust and give such securities as is required to borrow the said monies by grants, mortgages, bonds, specially hypothecating any immovable property of the Trust, or underhand documents or any other security whatsoever in the sole discretion of the Trustees. The aforesaid special and general powers are not limited to Zimbabwe, but may be exercised elsewhere in the world at the discretion of the Trustees.

(Exercise 111)

C. C.  
P. P.  
C. C.  
C. C.  
C. C.

## 11. ARBITRATION

11.1 In the event that the Trustees are unable for any reason to reach agreement between them on the exercise of their powers, then such agreement shall be referred to the summary arbitration of a person appointed by the Chairman.

11.2 The proceedings of any summary arbitration shall be as informal as is reasonably consistent with affording any party thereto the opportunity of presenting his views and arguments to the arbitrator, and the arbitrator whilst having regard to the objectives of formal Rules of Evidence and procedure shall not be bound thereby. The arbitrator shall be entitled to hear and record such evidence as he may consider necessary to resolve the disputed fact or the proper resolution of the disagreement or dispute and may in reaching its decision have regard to any matter or circumstances within his knowledge notwithstanding that no evidence has been produced.

11.3 The decision of any arbitration on any disagreement referred to him in accordance with the clause shall be final.

## 12. MINUTES AND ACCOUNTS

The Board of Trustees shall keep Minutes of all its meetings and shall 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 appointments 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 the Auditor.

## 13. MEETINGS

The Board of Trustees shall be required to hold Meetings once every two (2) months and so many Ordinary Meetings during the course of the year as may be considered to transact the business of the Trust. In particular:-

Ordinary

✓

✓

✓

SU

✓

13.1 Ordinary Meetings shall be held as often as may be considered necessary to transact the business of the Trust in accordance with the objects for which the Trust has been established. A majority of the decision of Trustees shall be final and binding on the Trustee, except in regard to the dismissal of a Trustee in accordance with clause five (5) hereof, when a two thirds majority shall be required.

13.2 In the event of the unavoidable absence of any Trustee from a meeting of the Board, he/she shall be entitled to appoint a proxy from any of the other members of the Board, and such proxy shall be entitled to vote on behalf of the absent Trustee in accordance with such Trustee's wishes.

#### 14. DURATION OF TRUST

The Trust shall have perpetual existence but may at any time be wound up or dissolved on a Resolution of two-thirds majority, at a meeting of which special notice shall be given.

#### 15. ACCOUNT OF TRUSTEESHIP

The Trustees shall keep accurate accounts of their Trustship, and shall furnish all information and details of their operations together with copies of accounts or documents relating to the Trust or settlement to the Founders. The Trustees shall further render to the Founders yearly accounts showing in detail all the transactions of the Trust or settlement supported, if required, by proper vouchers in due form according to law. The Trustees may, in their discretion, open banking accounts with such bank as they may see fit from time to time and pass Trust moneys and income and all Trust funds through such banking accounts.

#### 16. TRUSTEES NOT TO INCUR PERSONAL LIABILITY

Subject to the provisions of the Trust Property Control Act:

16.1.1 Each Trustee is absolved from all responsibility in the event of the bona fide exercise of his powers resulting in any loss of Trust property or capital from time to time under administration;

16.1.2 no Trustees shall be answerable for any act, omission, negligence, fraud or improper investment of any Trustee or of any attorney, accountant, independent contractor or agent employed by the Trustees, except for his/her own personal or willful fraud or dishonesty;

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16.1.3 if the Trustees should bona fide make any payment to any person assumed by them to be thereto entitled hereunder, and it is subsequently found that some other person or persons is or are entitled thereto under this Deed, the Trustees shall nevertheless not be responsible for the monies so paid;

16.1.4 a Trustees shall not be liable for any act of dishonesty committed by another Trustee unless he was privy thereto and a Trustee shall not be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by such co-Trustee; and

16.1.5 the Trustees shall be indemnified out of and by the Trust against all claims and demands that may be made upon them arising out of the bona fide exercise of any of the powers conferred under this deed, subject, however, to the provisions of section 9 of the Trust Property Control Act 57 of 1988.

#### 17. REIMBURSEMENT OF EXPENSES

All bona fide costs and expenses incurred by the Trustees in the administration of the trust or the exercise of the powers conferred upon them shall be paid by the Trustee out of the Trust Income and/or Trust property as decided by the Trustees.

#### 18. ACCEPTANCE

AND the Appearers declared that:-

18.1 The Founders shall be irrevocably bound by the terms and conditions set out in this Deed.

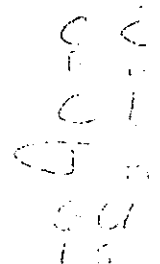
18.2 The said Trustees declared that they accepted their appointment as Trustees in the premises with all the relevant rights, duties and obligations conferred upon them in terms hereof, hereby, moreover so far as might be relevant, necessary or desirable, expressly accepting the several benefits conferred upon them as Trustees.

#### 19. HEADNOTES

The headnotes appearing in these present shall not be read as part thereof; having been merely for convenience of reference.

THUS DONE AND SIGNED AT HARARE THIS 27<sup>th</sup> DAY OF FEBRUARY 2017 in the presence of the subscribing witnesses and of me the said Notary Public.

As witnesses



INVOICE

INVOICE of RICE

Date: AUG. 21, 2020

For account and risk of Messrs. TZUCHI FOUNDATION TRUST  
28 CRANLEIGH ROAD HATEFIELD, Herts.

28 CRANLEIGH ROAD HATFIELD HARARE ZIMBABWE ATTN: CHIN- CHAI CHU +263772908608

Shipped by BUDDHIST COMPASSION RELIEF TZU CHI FOUNDATION-TAIWAN per HADDOCK V.035W sailing on or about

sailing on or about

From KEELUNG, TAIWAN

to HARARE, ZIMBABWE V  
DURBAN

L/C No.

Contract No.

Contract No.		DURBAN		
Marks & Nos.	Description of Goods	Quantity	Unit Price	Amount
	<u>RICE FOR HUMANITARIAN AID RELIEF PURPOSE ( NO COMMERCIAL VALUE )</u>		<u>C&amp;F HARARE, ZIMBABWE</u>	
	RICE FOR HUMANITARIAN AID RELIEF PURPOSE ( NO COMMERCIAL VALUE )	20,000.00KGS	USD0.50	USD60,000
		20,000.00KGS VVVVVVVVVVVVVV		USD60,000 VVVVVVVVVV
	SAY TOTAL U.S. DOLLARS SIXTY THOUSAND ONLY.			
	<u>MARKS &amp; NOS.:</u>			
	DONATED BY BUDDHIST COMPASSION RELIEF TZU CHI FOUNDATION TAIWAN LOVE FROM TAIWAN B/NO. 1-4000			
	BUDDHIST COMPASSION RELIEF TZU CHI FOUNDATION TAIWAN			

TLLU2269042 ML-TW2745979 20 DRY 8'6 667 BAGS 20030.000 KGS 25.0000 CBM  
 SUDU7748360 ML-TW2745927 20 DRY 8'6 666 BAGS 20010.000 KGS 25.0000 CBM  
 SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

FREIGHT PREPAID

CY/CY

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		
Terminal Handling Service - Destination	Prepaid	TRANS POWER INTL LOGISTIC	407521345	Safmarine Taiwan (Taipei)		
Export Service	Prepaid	TRANS POWER INTL LOGISTIC	407521345	Safmarine Taiwan (Taipei)		
Import Service	Prepaid	TRANS POWER INTL LOGISTIC	407521345	Safmarine Taiwan (Taipei)		
Documentation Fee - Origin	Prepaid	TRANS POWER INTL LOGISTIC	407521345	Safmarine Taiwan (Taipei)		
Terminal Handling Service - Origin	Prepaid	TRANS POWER INTL LOGISTIC	407521345	Safmarine Taiwan (Taipei)		