

CERTIFICATE
Paid \$50 Stamp Duty and Fees
Receipt No. 90048792 Dated 4/2/16

Paid (duty and fees):
Receipt No.:
Date:

AD/204
2016

REGISTERED AT HARARE ZIMBABWE
This 5 day of FEB
2016 N/A 204/2016
Registrar of Deeds

MawereSibanda Commercial Lawyers
Attorneys, Notaries and Conveyancers
Harare

Prepared by me:
Notary Public

NOTARIAL DEED OF TRUST

KNOW ALL MEN WHOM IT MAY CONCERN;
THAT on the date subscribed hereunder, before me

REGIS CHAWATAMA

NOTARY PUBLIC, by lawful authority duly admitted and sworn and residing and practising in Harare, Zimbabwe, and in the presence of all the subscribed witnesses personally came and appeared

VUCHIRAI GAPPAH

(born 03rd October 1983)

(ID Number: 63 - 1180682 H27)

(On behalf of Nurture Finance (Private) Limited, he being duly authorised to do so by a Board

Resolution dated 13th January 2016)

(hereinafter referred to as "the Settlor")

Also appeared before me were;

VUCHIRAI GAPPAH
(born 03rd October 1983)
(ID Number: 63 - 1180682 H27)

and

LUIGI MARIO BEFFA
(born 16th March 1962)
(ID Number: 08 - 017165 J00)

and

MARK ROBERT HAYTER
(born 15th July 1970)
(ID Number: 63 - 730879 T00)

and

TATENDA MAWERE
(born 14th June 1971)
(ID Number 66 - 035987 W66)

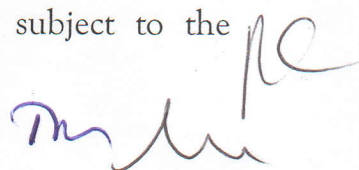
(hereinafter referred to as the Trustees)

AND THE APPEARERS DECLARED THAT

WHEREAS the *Settlor* is desirous of constituting a Trust for and on behalf of the individuals described as beneficiaries in Clause 2.3 hereof upon the terms and conditions more fully detailed hereunder;

1. OPERATIVE CLAUSE

Now therefore the said **NURTURE FINANCE (PRIVATE) LIMITED** does hereby settle upon the trustees the sum of US\$100.00 to have, hold and receive the same and the benefits, receipts, advantages, profits and interest accruing thereon upon trust, for the objects hereinafter described subject to the following terms and conditions.



2. DEFINITIONS

In this deed, unless the contrary appears from the context, the following expressions shall have the following meanings:

- 2.1 Words importing the singular case shall include the plural case and *vice versa* and words relating to any gender shall include the other gender and *vice versa*;
- 2.2 "the assets", "the trust assets", "the trust", "the capital" and "NURTURE EDUCATION PROGRAM TRUST" shall be interchangeable and shall mean and include
- i. all the assets and investments at any time or times hereafter ceded or transferred to and accepted by the trustees by way of addition or accretion to the assets hereby settled, whether by the settlor or by any other person and either *inter vivos* or by last will and testament; and
 - ii. the assets and investments from time to time representing the aforesaid assets and investments or any of them or any part thereof as may be occasioned by the application of any of the provisions of this deed.
- 2.3 "beneficiaries" shall mean all farmers across Zimbabwe who practise livestock farming, in particular, cattle farming as handpicked by the Trustees, and any other person or persons that the Trustees may from time to time and in their absolute discretion, add to the class of beneficiaries.
- 2.4 "the founding trustees" shall mean:

VUCHIRAI GAPPAH
(born 03rd October 1983)

and

LUIGI MARIO BEFFA
(born 16th March 1962)



and

MARK ROBERT HAYTER

(born 15th July 1970)

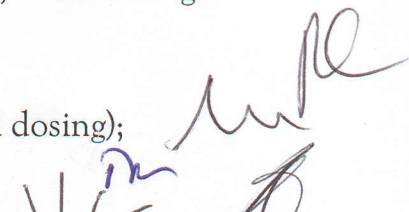
and

TATENDA MAWERE

(born 14th June 1971)

- 2.5 “appointed trustees” shall mean those trustees appointed from time to time by the founding trustees and the stakeholder trustees.
- 2.6 “trustee” shall mean either a founding or appointed trustee while “trustees” shall mean the founding trustees and the appointed trustees collectively.
- 2.7 The headings used in this document are used merely for the sake of convenience and shall be disregarded when this document is interpreted.

3. NAME AND OBJECTS OF TRUST

- 3.1 The trust created in terms of this deed shall be known as **NURTURE EDUCATION PROGRAM TRUST** (hereinafter referred to as “the trust”).
- 3.2 The objectives of the Trust are the following:
- i. The impartation of technical and practical knowledge to beneficiaries across Zimbabwe by running workshops that seek to educate and train the beneficiaries on the following subjects:
 - a. animal nutrition;
 - b. cattle handling (including branding, dehorning and castration);
 - c. animal health (vaccination, treatment and dosing);
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- d. animal breeding and genetics; and
- e. finance
- ii. The provision of assistance in, or promotion of activities aimed at educating the beneficiaries on animal nutrition, animal handling, animal health, animal breeding and finance;
- iii. The promotion of vocational training, further education and skills transfer amongst the beneficiaries.
- iv. Seeking funding to fulfil the above objects.

4. VESTING OF TRUST ASSETS

- 4.1 The trust assets vest in the trustees in their official capacities as trustees in order that they may deal with the capital and income of the trust on behalf of the beneficiaries and not to the personal benefit of the trustees *qua* trustees. At no time shall they vest to the personal benefit of the trustees *qua* trustees. At no time shall the trustees be deemed to acquire for themselves or their personal account any vested right to the trust assets.
- 4.2 Upon the settlor ceding or transferring any assets, investments or other property to the trustees, they shall be excluded from any right, title and interest therein and the control thereof and all right, title and interest therein shall vest in the trustees in their fiduciary capacities and also every right of negotiation, subject to the undermentioned terms, provisions, conditions and trust instructions.

5. TRUSTEES

- 5.1 The trustees named at the commencement of this deed are the founding trustees.

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