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THUS DONE AND SIGNED AT HARARE on this 10th day of October 2013 first afore-written in the presence of the subscribing witness and of me, the said Notary Public:

AS WITNESS:
1. ....
2. ....

A M E Mandaza
ANNAH MANDAZA (FOUNDER)
ID No. 63-138452 B 47

1. ....
2. ....

BATSIRAI ERNEST MANDAZA
ID No. 63-139531 Z 47
(TRUSTEE)

1. ....
2. ....

PETROS PARADZAI ~~PETROS~~ MANDAZA
ID No. 63-159745 W 47
(TRUSTEE)

1. ....
2. ....

FRANK MUZANENHAMO ~~MUZANENHAMO~~ fm
ID No. 47-121322 C 47
(TRUSTEE)

1. ....
2. ....

JOSEPH MUNERIPI MUZANENHAMO
ID No. 63-1158715 F 47
(TRUSTEE)

1. ....
2. ....

MORTION CHANGU MUZANENHAMO
ID No. 58- 200512 A 47
(TRUSTEE)

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10. **PROPERTY**

a) All property of any sort which is acquired by the Trust by virtue of a provision of this Deed shall be vested in and become the property of the Trustees in Trust for the purposes and use of the Trust and the Founder member when authorized thereto by the Trustees, shall have powers to buy again and sell, transfer and exercise the powers of the Trustees in relation to such property or any portion thereof and shall generally be and become owners in Trust for the said Trust.

b) The Trust will not be sold to anyone by anybody.

11. **~~AMMENDMENTS~~ AMENDMENTS OF TRUST**

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This Deed may be amended, added, altered or varied at any time by the Founder/ Board of Trustees or by agreement or resolution supported by 60% of the Trustees present at a duly constituted meeting of which at least seven days 's notice has been given. The amendments shall be enacted by way of Deed of amendment.

12. **REMUNERATION**

The remuneration payable to the Trustees shall be determined by the Founder or after his death, by the person appointed in his will or by the President of the Law Society of Zimbabwe whose decision shall be binding upon the Trustees and beneficiaries.

12.1 Upon the termination of the Trust as provided in this Deed, the Trustees shall be entitled to a distribution fee equal to five percent (5%) of the total value of the Trust Assets distributed to the beneficiaries in terms of this Trust Deed.

13. **DISSOLUTION**

The Trust may be dissolved at any time by 60% majority vote of all members of the Board. If on dissolution there remains any surplus, it shall be handed over, in the discretion of the Beneficiaries of the Trust.

14. **ACCEPTANCE OF TRUST**

The Trustees appointed herein do hereby accept appointment subject to and in terms of provisions of this Deed. Any new Trustees shall only be appointed if they accept the provision of this Deed and the appointment itself is subject to provisions of the Deed.

THUS/9......

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NIM BEM
MRM MCM
PTM TEM
TKM JM

1..............................

2..............................

....
NYASHA INNOCENT MUZANENHAMO
ID No. 47-144933 R 47
(TRUSTEE)

1..............................

2..............................

....
TRUST KUDZAYI MUZANENHAMO
ID No. 63-1270595 P 47
(TRUSTEE)

1..............................

2..............................

....
MUNYARADZI RONALD ELVIS MUZANENHAMO
ID No. 63-224730 S 47
(TRUSTEE)

1..............................

2..............................

....
TINOZIVA ELIAS MUZANENHAMO
ID No. 58- 245473 W 47
(TRUSTEE)

1..............................

2..............................

....
PRIVILEGE TINOITA MUZANENHAMO
ID No. 1466169 V 47
(TRUSTEE)

QOUD ATTESTOR

....
(NOTARY PUBLIC)
TENDAI CLETOS MASAWI

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AND THE APPEARERS DECLARED THAT:

A. Whereas as the founder member is desirous of creating a Trust for the purpose of carrying out the objectives herein after described.

B. The trustees have at the request of the Founder Member agreed to as Trustees of the trust.

C. The Founder Member has agreed to donate certain properties to the Trust subject to the conditions set out hereunder;

D. The Trustees have agreed that if a quorum has been formed any business should be undertaken and a quorum herein shall constitute at least half of the members, any decision shall be subject to the outcome of 60% of the quorum

NOW THEREFORE this deed establishes the Trust on the following terms and conditions:

In this Trust Deed, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and vice versa and words importing person shall include bodies corporate, and the following expressions used in this trust deed shall have the meanings hereafter respectively assigned to them unless the context shall clearly otherwise require, namely:

TRUSTEES

Trustees shall mean:-
Annah Mandaza (born 18/04/1928)
Batsirai Ernest Mandaza (born 04/06/1950)
Petros Paradzai Mandaza (born 12/03/1956)
Frank Muzanenhamo (born 13/10/1977)
Joseph Muneripi Muzanenhamo (born 01/07/1979)
Mortion Changu Muzanenhamo (born 16/08/1981)
Nyasha Innocent Muzanenhamo (born 15/06/1985)
Trust Kudzayi Muzanenhamo (born 08/08/1986)
Munyaradzi Ronald Elvis Muzanenhamo (born 28/03/1987)
Tinoziva Elias Muzanenhamo (born 27/10/1988)
Privilege Tinoita Muzanenhamo (born 31/03/1993)

Name/3......

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5. **DONATION AND ACCEPTANCE**

The Founder hereby donates to the trust and the trustees accept the following;

1. Farm No. 118 Chitowa, Murehwa District, which the Trustees accept.
2. Farm No. 115 Chitowa, Murehwa District, which the Trustees accept.

6. **POWERS OF THE BOARD OF TRUSTEES**

The Trustees shall have the power to do all functions pertaining, conducive or incidental to the objectives of the Trust, and without any prejudice to the generality of the foregoing; the Trustees shall have the power to:

6.1 Enter into any contracts of insurance of indemnity of every description.

6.2 Supervise all accounts at any bank, building society or a commercial bank to operate the Trust.

6.3 Establish and maintain a contributory or non contributory pension fund for the benefit of any person who is in employment of the Trust.

6.4 Delegate all or any of its powers to employ a qualified personnel such as a Legal Practitioner or An accountant or Auditor in order to service the needs of the Trust.

6.5 Enter into an agreement for co-operation joint venture, union of interest or amalgamation with any project initiative, Trust or programme whose purposes are similar or complimentary to those herein set out by the Trust.

6.6 The power to purchase, take on lease of in exchange, hire or otherwise acquire rights in or over any real and personal property. In particular any land, buildings, machinery plant and Stock in Trade in consideration for such payment out of the funds or other assets of the Trust as maybe agreed to by the Trustees.

6.7 The power to sell, improve, repair, manage, develop exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the Trust Property, assets or rights.

The/5.....

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AM NIM
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CERTIFICATE

Paid $ 50,00 US (Stamp Duty and Fees)

Receipt No 741899 WW Dated 16/10/2013

HARARE

17 October

MA0001236/2013

2013

PROTOCOL NO. 13

MUZANENHAMO ELIAS TIGERE MANDAZA FAMILY TRUST (METIMA)

NOTARIAL DEED OF TRUST

KNOW ALL MEN WHOM IT MAY CONCERN:

That on the 16 day of OCTOBER in the year of our Lord, Two Thousand and Thirteen (2013) before me;

TENDAI CLETOS MASAWI

Legal Practitioner of Harare, Notary public by lawful authority duly sworn and admitted and in the presence of the undersigned witnesses personally came and appeared:

ANNAH MANDAZA
(Born on 18/04/1928)
(Hereinafter as 'Founder' Member)

In her capacity as the founder member of the Muzanenhamo Elias Tigere Mandaza Family Trust (METIMA).

And/2……

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MCM MRM
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7. **DUTIES OF THE BOARD OF TRUSTEES**
The Board of Trustees shall have the following duties:-

7.1 Do all things necessary or desirable for the proper fulfillment of the objectives of the Trust as outlined by the Board of Trustees.

7.2 Cause accounts of the Trust to be prepared annually in respect to the period from time to time fixed by the Trustees of the Trust as the financial year of the Trust and shall cause such accounts to be audited and shall make them available to any interested party if so required.

7.3
a) Recommend the proper investment of the Trust.
b) Do all that is necessary to preserve the property of the Trust.
c) Maintain high ethical standards in all business transactions and personal dealings conducted by the Trustees.
d) Ensure that the employment and conditions of service of staff in accordance with fair labour practices and gender sensitivity in accordance with the labour laws of Zimbabwe.
e) Prepare proper minutes of all meetings of the Trustees and records of all Trust transactions keep the same and send copies of the same to Trustees on
   (i) General Meetings
   (ii) Annual General Meeting
   (iii) Extra Ordinary Meetings
   (iv) Annual Account and Remuneration of Trustees

7.4 The following meetings shall be administered

a) Annual General Meeting
   (i) It shall be held every year end to review the progress of the organization and to map up the way forward for the coming year.
   (ii) The organization's associate members shall be mandated to attend.
   (iii) Deliberations and resolutions from this meeting shall form the core business of this meeting.
   (iv) The meeting shall only be postponed by means of resolution of the Extra Ordinary Meeting.

General/7.....

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NAME OF THE TRUST

The Trust hereby established shall be known as the **MUZANENHAMO ELIAS TIGERE MANDAZA FAMILY TRUST (METIMA)** (Hereinafter called the Trust).

1. BOARD OF TRUSTEES

The Trust shall be administered by a Board of Trustees, duly appointed by the Founder of the Trust. The Founder shall during her life-time be a permanent member of the Board.

2. BENEFICIARIES

Beneficiaries of the Trust will be all trustees and their male descendants.

3. OBJECTIVES

(i) To venture into Farming.
(ii) To carry on income generating projects for the Trust.
(iii) To invest the Trust fund, in whole or in part, in such manner, as the Trustees in their absolute discretion shall deem fit.
(iv) To initiate, run projects, accept donations and hold functions as part of fund raising activities.
(v) To generally attend to the welfare of the beneficiaries.
(vi) To employ and appoint persons to carry out its objects.
(vii) To preserve the legacy of the late Muzanenhamo Elias Tigere Mandaza and the founder Annah Mandaza.
(viii) To do such other things which are necessary and or incidental to the attainment of the above objectives.

4. LEGAL STATUS

The Trust shall be a body corporate and shall be capable of suing and being sued in its corporate name.

Donation/4……

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6.8 The power to open and operate banking account/s and such other account/s as the Trustees may consider necessary and desirable and to make, accept, endorse, negotiate, execute and issue promissory notes, cheques, bills or exchange and other negotiable instruments by through the agency of such members of the Trust or members of the Trustees and any other person as the board may from time to time appoint to do all or any of these things.

6.9 The power to invest any monies in the Trust in such investments or securities as the Trustees may choose.

6.10 The power to employ and provide out of the Trust Fund a suitable remuneration for all such officers, employees and agents as the Trustees may deem necessary in pursuance of the purposes and objects of the Trust and to dismiss such officers, employees and agents.

6.11 The power to revoke, amend or modify any of the rules for Administration of this Trust Deed provided however that no such amendment or modification shall be in conflict with the terms of this Deed of Trust.

6.12 The power to pay out funds to any Member of the Trustees for expenses incurred with the approval of the Trustees in and about the Performance off duties imposed upon such member by the Trust.

6.13 The power to enter into all such contracts as shall serve to further the purposes and objectives of the Trust.

6.14 To establish special sub-committees that will:-

a) Scrutinize any agreements entered into on behalf of the Trust.
b) Advise the Trust on which Corporate Social Responsibilities, the Trust may implement.
c) Nominate and recommend future Trustees for consideration and/or approval by the exisisting Board of Trustees.
d) Organize or conduct elections for the Office bearers, every three years or as and when the need arises.
e) Make decisions or resolutions concerning the welfare or privileges or rights of all themale siblings of the late Muzanenhamo Elias Tigere Mandaza and Annah Mandaza.

BEM

Duties/6.....

TEM PAM
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AM MRM
FM PTM
JNM TKM
JM

b) General Meeting

(i) This meeting shall be held to transact the Ordinary business of the Trust.
(ii) The meeting shall be convened at any time by members of the Trust, as long as it is in the interest(s) of the Trust.

c) Extra Ordinary Meeting

(i) This meeting shall be called to attend to special and urgent business of the Trust, which cannot wait to be discussed at either the General Meeting or Annual General Meeting.
(ii) This meeting shall be called for, through a written notice, 21 days before the date of the meeting.

7.5 The following are some of the obligations of the Trustees;

a) The Trustees shall contribute towards the costs of registering the Trust.
b) All the Trustees will contribute annual subscriptions, which will be used towards the upkeep or developments of the Trust.
c) All the outstanding arrears on both properties will be paid for by all the Trustees.

8. **SECURITY**

8.1 The Trustees shall not be required to give security for the due and faithful administration of the Trust Deed or for the due discharge of their Trust and Master of high Court or any such corresponding or like official having jurisdiction is here by directed to dispense with such security.

8.2 The Trustees shall be charged only with assets, securities and investments as are actually paid or handed over to them, and shall be answerable or accountable only for their own account, receipt or defaults, and shall not be answerable for the defaults of any agent, broker or banker into whose hands any assets, securities or investments maybe deposited in the ordinary course of the administration of the Trust.

9. **PERSONAL LIABILITY**

The Trust shall not incur any personal liability by reason of any loss or damage sustained in or about or in any consequence of the exercise by them in good faith of any power or discretion vested in them under this Deed or law except willful and individual fraud on the part of the Trustee.