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DEEDS REGISTRY
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BOTSWANA

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REGISTERED IN THE DEEDS OFFICE
OF BOTSWANA
Under No. MA 57/92
This 26th October 1992

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NOTARIAL DEED OF TRUST

THE KHAMA RHINO SANCTUARY TRUST

ARMSTRONGS
Attorneys, Notaries and Conveyancers
5th Floor, Barclays House
Khama Crescent
P.O. Box 1368
GABORONE
BOTSWANA

Prepared by me

Walia

NOTARY PUBLIC

Protocol No. 144

NOTARIAL DEED OF TRUST
THE KHAMA RHINO SANCTUARY TRUST

KNOW ALL WHOM IT MAY CONCERN

THAT on this the *21st* day of *September* in the year of Our Lord One Thousand Nine Hundred and Ninety-Two (1992) before me,

LAKHVINDER SINGH WALIA

Notary Public by lawful authority duly admitted and practising in Botswana and residing at Gaborone, in the presence of the subscribing witnesses, came and appeared

JOYCE MALEPA

she being duly authorised thereto by virtue of a Power of Attorney granted to her at Serowe on the *27th* day of *August* 1992 by

RAYMOND WATSON

acting in his capacity as Chairman of the committee constituted for the establishment of THE KHAMA RHINO SANCTUARY duly authorised by Resolution of the committee passed at Serowe on the 12th day of March 1992.

AND THE APPEARER DECLARED THAT :

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WHEREAS a steering committee has been constituted for the establishment of **THE KHAMA RHINO SANCTUARY**.

AND WHEREAS it is desirable that a Trust known as **THE KHAMA RHINO SANCTUARY TRUST** be established and administered as a Trust and that its aims and objects be defined.

AND WHEREAS it is desirable that the Trust be created and that its objects be set forth and the powers and duties of the Trustees be defined.

NOW THEREFORE THESE PRESENTS WITNESS :

1. **ESTABLISHMENT :** There is hereby established a Trust known as **THE KHAMA RHINO SANCTUARY TRUST**.
2. **DEFINITIONS :** In this Deed unless otherwise specified or inconsistent with the context, words and expressions shall have the following meanings :
 - 2.1 "Board" shall mean the Board of Trustees for the time being.
 - 2.2 "Community" shall mean the communities of Serowe, Paje and Mabeleapodi Villages.
 - 2.3 "Financial year" shall mean the period of 12 months to 31st March.
 - 2.4 "Kgotla" shall mean the main Kgotla at Serowe Village.
 - 2.5 "Sanctuary" shall mean The Khama Rhino Sanctuary.
 - 2.6 "The Trustees" shall mean the Trustees holding office as such in terms of this Deed.
 - 2.7 "Trust" shall mean **THE KHAMA RHINO SANCTUARY TRUST** hereby established.
 - 2.8 Words importing :
 - 2.8.1 The singular shall include the plural and vice versa.

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- 2.8.2 The masculine shall include the feminine and vice versa.
- 2.8.3 Natural persons shall include bodies corporate and vice versa.

3. OBJECTS :

- 3.1 To establish develop and manage the Khama Rhino Sanctuary, on behalf of the community.
- 3.2 To protect the environment within the Sanctuary and without limiting the generality hereof, protect and nurture endangered species or subspecies of rhinoceros and all other fauna and flora.
- 3.3 To protect and conserve the natural resources of the Sanctuary and to promote tourism.
- 3.4 To generate revenue for the local community from tourism and other uses of the Sanctuary's renewable resources.
- 3.5 To educate the inhabitants of Botswana and, without limiting the generality hereof, the inhabitants of the Serowe area in nature conservation. *Law*
- 3.6 To facilitate and support research work relating to nature conservation in general and, without limiting the generality hereof, that of the rhinoceros in particular.
- 3.7 To facilitate the publication of relevant literature and materials and to maintain archives and libraries.
- 3.8 To collect and receive all monies and other assets, articles, objects or buildings becoming available to it as a result of any appeal for funds or otherwise donated, granted, bequeathed, inherited or in any other manner made or becoming available and which the Board may in its discretion decide to accept.
- 3.9 To take any necessary steps to raise financial aid for the Trust.
- 3.10 Generally to utilise from time to time so much of the income as the Board may determine, for the purposes of the Sanctuary.
- 3.11 For the purposes of achieving carrying out or furthering any of its objects :

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- 3.11.1 to purchase, hire, exchange, accept donations of and otherwise acquire, sell, let, exchange, mortgage, pledge, donate or otherwise dispose of, improve, maintain, develop, turn to account or otherwise deal with movable and immovable property of all kinds or any rights or interests therein or thereon or any other assets of any kind.
- 3.11.2 borrow and if deemed desirable, secure the repayment of money in such manner as the Board may think fit and guarantee or secure the acts of and payments due by others.
- 3.11.3 lend money against such security, if any, as the Board may deem fit; and to provide guarantees and suretyships of all kinds.
- 3.11.4 to cooperate or associate with or to assist any other body or person, whether associated with the Sanctuary or not, in relation to any matter calculated or intended to advance any of its objects.
- 3.11.5 to do all things desirable for the attainment and furtherance of its objects and for the benefit of the Sanctuary and those associated with it and generally to do all such other things as may be incidental, ancillary or conducive to the attainment of any of the above objects.

4. POWERS OF THE TRUSTEES

The general administration and management of the Trust is vested in the Board of Trustees, and shall include :

- 4.1 Generally to deal with the property and funds of the Trust for the objects and purposes of the Trust and to that end to enter into all such contracts and do all such other acts and things as may be necessary or expedient from time to time.
- 4.2 To institute, conduct, defend, compound or abandon any legal proceedings by or against the Trust or otherwise concerning the affairs of the Trust and also to compound

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and allow time for payment or satisfaction of any debts due to the Trust and of any claims or demands by or against the Trust.

- 4.3 To open, operate upon and close savings accounts and to deposit monies for fixed periods with, and to buy shares, whether subscription shares or otherwise, in any building society, bank, post office or other financial institution, to buy shares and stock in and to take debentures with any company or other body corporate; to invest in Government and Municipal stock, mortgage or notarial bonds or otherwise, and generally to invest the funds and other assets of the Trust from time to time and from time to time to vary such investments in such manner as it may in its entire discretion deem fit.
- 4.4 To collect dividends, rentals, subscriptions, interest and other income from time to time accruing to the Trust; to grant and issue valid receipts and acquittances.
- 4.5 To employ agents, and professional advisors or experts in any sphere when deemed necessary or advisable in the interest of the Trust.
- 4.6 To take out, maintain, relinquish and cede any policies of insurance.
- 4.7 To employ, engage and dismiss staff in consultation with the relevant authorities, and to determine the conditions of service.
- 4.8 To delegate and grant powers of attorney in the interests of the Trust.
- 4.9 To make grants-in-aid, to fix and pay travelling allowances and other costs and charges to any person or body in furtherance of the objects of the Trust.
- 4.10 To appoint a regulations Board or other committees to deal with any matter deemed necessary and to dissolve such Board or committees in their discretion.

5. RESPONSIBILITIES OF TRUSTEES

It shall be the duty of the Board :

- 5.1 To apply for and obtain such licences or permits as may be required for the purposes of the Trust.

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- 5.2 To open banking accounts in the name of the Trust with commercial Banks and to operate on such accounts by way of deposit and withdrawal as may be necessary for the proper conduct of the financial affairs of the Trust : all cheques, promissory notes, bills of exchange and other instruments or documents which may be required in the conduct and administration of the financial affairs of the Trust shall be signed by such persons as the Board may by resolution from time to time appoint.
- 5.3 To cause proper books of account to be kept of the Trust and to ensure that these are audited at least once in each financial year.
- 5.4 To keep a register showing the names of donors to the Trust and their addresses as supplied by them, including all such changes of address as they may from time to time advise, and the amount of money or details of the other assets donated by them.
- 5.5 To prepare at the end of each financial year a report and financial statement to be signed by the Chairman or failing him/her the Vice-Chairman, of the assets of the Trust and of the manner in which the capital and income thereof have been dealt with during the financial year in question, to be copied to the Village Development Committees of the community and other interested bodies.
- 5.6 To prepare at the end of each financial year a balance sheet and income and expenditure account to be certified by a chartered accountant.
- 5.7 The Board may appoint from among its members sub-committees consisting of two or more of the Trustees and may delegate to such sub-committees any of the powers vested in the Board by this Deed provided that nothing done by any such sub-committee shall have any binding force unless specifically sanctioned or ratified by resolution of the Board.

6. BOARD OF TRUSTEES

- 6.1 The Board shall be constituted by ten (10) Trustees, being:

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- 6.1.1 Six (6) members of the Serowe Village community elected at a Kgotla Meeting held for that purpose, at least one such member being a member of the Village Development Committee, nominated by the Village Development Committee.
- 6.1.2 One (1) member elected at a Kgotla meeting held for that purposes at the Village of Paje.
- 6.1.3 One (1) member elected at a kgotla meeting held for that purpose at Mabeleapodi Village.
- 6.1.4 Two (2) members appointed by the Paramount Chief or Regent of the Bamangwato

The abovementioned Trustees shall retire every two years but shall be eligible for re-election or re-nomination.

- 6.2 Only citizens of Botswana shall be eligible to hold the office of Trustee.
- 6.3 Bearers of the office of Trustee shall not have any financial or commercial interest in the operation or management of the Sanctuary, its tourist amenities or any of its ancillary activities.
- 6.4 Each Trustee shall have the right to nominate an alternative Trustee subject to the approval of the Board.
PROVIDED that the Kgotla shall have the Power, at a meeting held for that purpose to terminate the appointment of any such alternate.
- 6.5 The Board shall have the power to continue functioning notwithstanding any vacancy provided that the total number of Board members shall not fall below one-half of the initial compliment.
- 6.6 The Board shall elect from among its members a Chairman.
- 6.7 The Board shall elect a Vice-Chairman from among its members.
- 6.8 The Chairman and Vice-Chairman shall hold office for a period of two years from the date of election. The retiring Chairman and Vice-Chairman shall be eligible for re-election subject to their continuing to be members of the Board.

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- 6.9 The Vice-Chairman shall act as Chairman when the Chairman is absent or is for any reason temporarily unable to perform his duties as Chairman, and shall, when acting as a Chairman, have all the powers and discharge all the duties of Chairman.
- 6.10 Should any vacancy occur in the office of Chairman and Vice-Chairman, the Board shall forthwith from among its members elect a person to fill such office for the remainder of the period for which the vacating incumbent would have held office.
- 6.11 The Board shall appoint either from among its members of otherwise, and for such a period as it may from time to time determine, a secretary to the Board and a treasurer to the Board. The holder(s) of these offices shall act in an honorary capacity and shall, by right, attend all meetings of the Board although where a secretary or a treasurer is not a member of the Board, he shall have no voting rights.
- 6.12 The secretary shall be responsible, in accordance with such instructions as may be given to him by the Board, for arranging the agenda, recording and keeping minutes of the proceedings and all the decisions taken at meetings of the Board or its committees and shall undertake such other functions as the Board may direct. He shall record the names of every member present at each meeting and shall forward copies of the minutes to every member of the Board and to such other persons as the Board or committee may direct.
- 6.13 The treasurer shall be responsible, in accordance with such instructions as may be given him by the Board, for drawing up budgets and keeping accounts according to the approved budgets and to the elaboration of statements, balances and accounts, according to regulations 5.3 - 5.6 hereof.

7. EXPULSION FROM THE BOARD

Should any elected Trustee absent himself from three successive Board Meetings without satisfactory prior or post meeting explanation, he shall automatically cease to be a member of the Board.

8. RESIGNATION DISQUALIFICATION AND VACANCIES ON THE BOARD

- 8.1 Any Trustee may resign by giving to the Chairman for the time being, thirty days written notification of his intention to so resign.

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- 8.2 A Trustee shall be disqualified and his position as Trustee automatically terminated by :
- 8.2.1 The death of the Trustee; or
 - 8.2.2 Declaration by a Court of competent jurisdiction that the Trustee is insolvent.
 - 8.2.3 The Trustee being convicted of any offence in Botswana or elsewhere and being sentenced therefor to any term of imprisonment without the option of a fine; or
 - 9.2.4 A finding approved by a two-third majority at a duly convened meeting of the Board that there is serious impropriety in the conduct of the Trustee, which conduct would include, but not be limited to non disclosure of interest, mismanagement of Trust assets, or conduct detrimental to the interest or purposes of the Trust.
 - 8.2.5 A two thirds majority decision of the community electing him, made at a Kgotla meeting of that community held for that purpose. For the two Trustees nominated by the Paramount Chief of the Bamangwato, such a decision will be made at a Kgotla meeting of the Serowe Village community held for that purpose.

9 COMMITTEES

- 9.1 The Board may establish such standing and ad hoc committees as it considers necessary or desirable for the discharge of its functions.
- 9.1.1 A Committee shall consist of such persons, whether members of the Board or not, as the Board may appoint thereto, and the Board shall appoint one of the members of the committee to be the Chairman thereof.
 - 9.1.2 The members of a committee shall hold office for such time as the Board may direct.
 - 9.1.3 The Board shall determine the functions of the Committee and may delegate to such committee, either absolutely or conditionally, the power to discharge any function of the Board on its behalf.

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9.2 Without detracting from its powers to establish committees as aforesaid, the Board shall, in all matters and decisions relating to conservation, ecology and physical development of the sanctuary and the financial affairs of the Trust, be guided by the advice and recommendations of the standing Technical Advisory Committee comprising:

- 9.2.1 The Central District Administration District Officer (Lands) or his nominee.
- 9.2.2 The Central District Administration District Officer (Development) or his nominee.
- 9.2.3 A nominee of the Director of Department of Wildlife and National Parks.
- 9.2.4 A nominee of the Kalahari Conservation Society.
- 9.2.5 A nominee of the Chobe Wildlife Trust.
- 9.2.6 A nominee of the Rhino and Elephant Foundation.

10. PROCEEDINGS OF THE BOARD

- 10.1 The Board shall meet as often as it may deem necessary, but not less than 3 times in each calendar year.
- 10.2 Meetings of the Board shall be convened at the direction of the Chairman or on a written request from at least four (4) members of the Board.
- 10.3 Written notice of the holding of a Board meeting shall be served by the secretary on every member of the Board.
- 10.4 Special meetings of the Board may be called on 3 day notice, if in the opinion of the Chairman and the Secretary, the business to be transacted is sufficiently urgent. Only matters of which notice has been given may be dealt with at a special meeting.
- 10.5 Meetings of a committee shall be held as and when necessary and shall be convened in accordance with the directions of the Chairman of the Committee.
- 10.6 At a meeting of the Board, 4 members shall form a quorum and at a meeting of a Committee a quorum shall be formed if at least half of the members of the Committee are present.

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10.7 There shall preside -

10.7.1 At a meeting of the Board, the Chairman, or in his absence the Vice-Chairman, or in the absence of the Chairman and Vice-Chairman such member of the Board as the Board may elect to preside over the meeting.

10.7.2 At a meeting of a committee, the Chairman of the Committee, or in his absence, such member of the Committee as the Committee may elect for the meeting.

10.8 A motion proposed for decision by the Board or by a Committee at a meeting at which a quorum is present shall be determined by a majority of votes of the members thereof present and voting.

10.9 At all meetings of the Board or a Committee each member present, including the Chairman, shall have one vote on a question proposed for decision by the Board or Committee and in the event of a tie, the person presiding the meeting shall have, in addition to an original vote, a casting vote.

10.10 On request therefor in writing the Village Development Committee of any village in the community shall be entitled to receive from the Board, minutes of any meeting of the Board.

11. EXEMPTION FROM FURNISHING OF SECURITY

Neither the Board nor any individual Trustee shall be required to furnish security for the due and proper administration of the Trust under any existing statutory provision.

12. TRUSTEES TO RECEIVE NO REMUNERATION

The Trustees shall receive no remuneration or fee for their services, but the Board shall have the right out of funds of the Trust to pay Trustees the reasonable expenses incurred by them in attending meetings of the board and their reasonable expenses in travelling on the business of the Board

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13. INDEMNITY

No Trustee shall be in any way liable for any loss or damage that may be suffered by the Trust as the result of any investments of any of the funds or other assets of the Trust or through any act or omission of himself or of any other Trustee in the execution of the functions, powers and duties of the Board or of a Trustee under this Deed or in relation thereto, unless the same happens through his own fraud or dishonesty.

14. PATRONS AND HONORARY MEMBERS

The Trustees may appoint from time to time a patron or patrons of the Trust and may elect as honorary members persons who have in the opinion of the Board, rendered distinguished service to the people of Botswana.

15. AMENDMENT

The provisions of this Deed may be amended, varied or altered at a properly constituted meeting of the Board provided that the quorum required for this purpose shall be six (6) Trustees and provided further that the notice calling the meeting for this purpose shall clearly set out the amendment, variation or alteration. The final amendment shall be registered at the Deeds Registry for Botswana.

16. BOTSWANA LAW

This Trust Deed and its interpretation and effect shall be deemed to be a Deed of Trust based on the laws of the Republic of Botswana and the terms and provisions hereof shall operate in accordance with such laws and the High Court of Botswana shall have the exclusive jurisdiction to determine all questions and matters relative to this Deed.

17. DISSOLUTION

Should the Board by unanimous resolution of all its members decide at any time that good and sufficient reason exists for the closing of the Sanctuary under its control, then and in that event the Trust shall by a two-third (2/3) majority decision of a kgotla meeting called for that purpose be dissolved and the beneficial interest of the Trust shall determine:

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Provided that after the liquidation of liabilities the assets and funds of the Trust shall be paid, made over and distributed among such organisations, agencies or bodies as the Trustees may in their discretion deem suitable provided such body is carrying out conservation, welfare or educational activities for the benefit of the inhabitants of the Republic of Botswana.

18. EFFECTIVE DATE

The Trust shall come into being upon the date of registration of this Deed at the Deeds Registry of Botswana.

THUS DONE AND EXECUTED on the day month and year first aforewritten in the presence of the subscribing witnesses, and of me, the said Notary.

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WITNESSES :

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

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NOTARY PUBLIC