

MEMORANDUM OF AGREEMENT IN RESPECT OF A DONATION IN TRUST

MADE AND ENTERED INTO BY AND BETWEEN:

BRIAN GIBSON

(Hereinafter referred to as the "Donor")

and

BRIAN GIBSON

(ID NO: 4706265120087)

and

RICHARD SPOOR

(ID NO: 5907085022 086)

and

ULAYSHA SUKHU

(ID NO: 7302110082081)

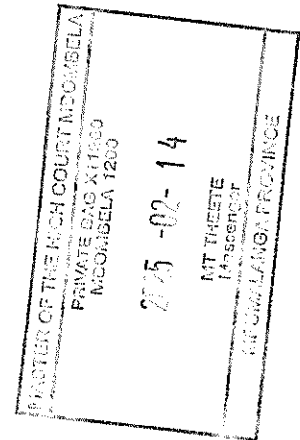
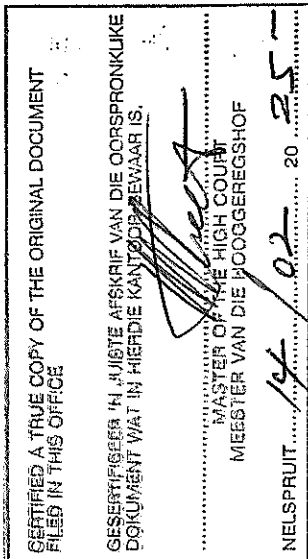
(Hereinafter referred to as the "Trustees")

for the Benefit of the persons defined in clause 2.1. of this Trust Deed (hereinafter referred to as the "**Beneficiaries**").

WHEREAS the Donor wishes to create a trust by way of a donation to the Trustees for the purpose of establishing a trust fund for the Benefit of the income and capital Beneficiaries, subject to the terms and conditions stipulated for in this Trust Deed.

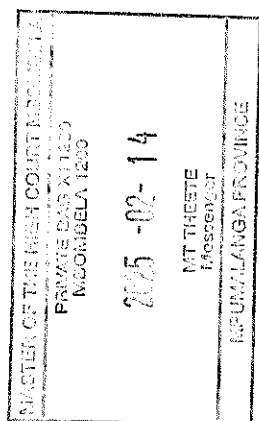
AND WHEREAS the Trustees have declared themselves prepared to accept and to hold and invest the donation on behalf of the Beneficiaries subject to the terms and conditions laid down by the Donor and stipulated in this Trust Deed ("**Deed**").

THEREFORE, THIS DEED PROVIDES AS FOLLOWS:



1. INTRODUCTION

- 1.1. Mesothelioma is a rare and invariably fatal cancer of the pleura or peritoneum associated with exposure to asbestos. Exposure to crocidolite, which is a type of asbestos, is particularly likely to cause mesothelioma.
- 1.2. The Northern Cape Province is the source of most of the crocidolite asbestos ever mined on earth. Crocidolite asbestos has been mined and processed in the Northern Cape Province since the turn of the 20th century until the 1990's. In 2002, asbestos mining was prohibited by law, because of the mineral's harmful impact on human health.
- 1.3. Over the period that asbestos was mined, thousands of persons were exposed to asbestos while employed on, or living near, the asbestos mines, mills and transport routes. The Northern Cape Province remains heavily contaminated with asbestos waste to which thousands of residents of that province are still exposed.
- 1.4. Unsurprisingly, mesothelioma rates in the Northern Cape Province are among the highest in the world. Impoverished former mine workers and their families, and people living in asbestos-contaminated areas of the province ("**affected persons**") are most at risk.
- 1.5. The contracting of mesothelioma represents a welfare and humanitarian catastrophe for affected persons. In consequence of the disease, affected persons endure considerable distress. They require medical care and support, financial assistance to meet their basic daily needs, basic health care and counselling, and palliative care services in the terminal stages of the disease. The public health and welfare system in South Africa lacks the capacity to meet the social, welfare and specialised needs of affected persons.



- 1.6. Communities in asbestos-contaminated areas require training and education as to the measures they can take to minimise exposure and their risk of contracting these diseases.

Accordingly,

- 1.7. The Meso Trust ("the Trust") is established:

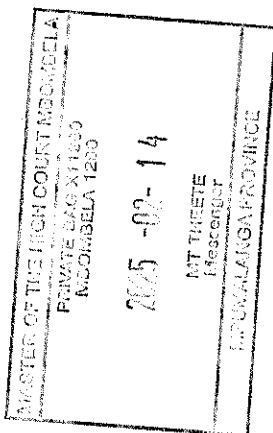
- 1.7.1. To undertake, subject to the provisions of this Deed, Public Benefit Activities as defined in clause 2.9 below, for the Benefit of the Beneficiaries during the life of the Trust, in consequence of their occupational or environmental exposure to asbestos, in the period they have lived or worked in the Northern Cape Province.

- 1.7.2. Such Public Benefit Activities include but are not limited to:

- 1.7.2.1 in respect of Beneficiaries, the rescue or care of persons in distress; the provision of poverty relief; the provision of healthcare services to poor and needy persons; and the care or counselling of terminally ill persons and the counselling of their families in this regard;

- 1.7.2.2 the provision of funds or assets or other resources by way of donation to any entity contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act, engaged in the same or similar Public Benefit Activities as those detailed in clause 1.7.2.1, but only for the purpose of carrying out such Public Benefit Activities in respect of Beneficiaries; and

- 1.7.2.3 the provision of funds or assets or other resources by way of donation to any entity contemplated in Item



10(d) of the Ninth Schedule of the Income Tax Act, engaged in the provision of healthcare education, information and advice to communities in the Northern Cape Province, regarding the means by which community members' exposure to harmful asbestos dust and fibre can be mitigated, but only for the purpose of carrying out such Public Benefit Activities in respect of Beneficiaries.

2. DEFINITIONS AND INTERPRETATION

In this Deed:

2.1. **"Asbestos-Related Disease"** means any disease of the lungs or pleura caused by occupational or environmental exposure to asbestos dust and fibre including, mesothelioma, asbestosis as well as lung cancer and pleural thickening associated with such exposure.

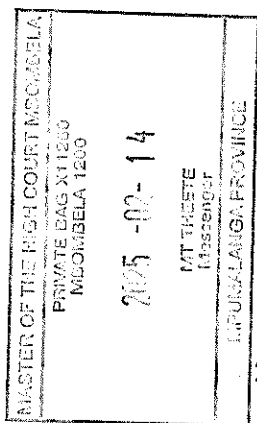
2.2. **"Beneficiary"** means

2.2.1. any living person or the estate or dependants of any person who, in the discretion of the Trustees, is eligible to receive a Benefit under the provisions of this Deed; and

2.2.2. any entity contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act, carrying out the Public Benefit Activities which, in the discretion of the trustees, is eligible to receive a benefit under the provisions of this Deed.

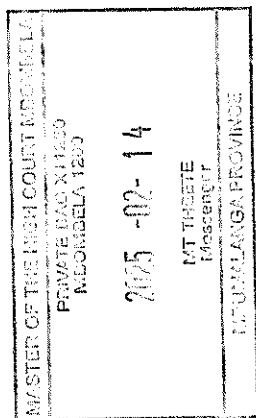
2.3. **"Benefit"** means the funds awarded, and the services provided, to any Beneficiary as contemplated in Clause 4 of this Deed.

2.4. **"Commissioner"** means the Commissioner for the South African Revenue Service.



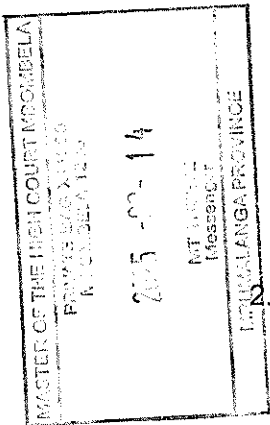
- 2.5. **"Discretion"** in relation to the exercise of powers by the Trustees, means the exercise of their sole, absolute, and unfettered discretion, provided that the Trustees are entitled to take and rely on expert advice.
- 2.6. **"Expert Advice"** means the advice of a medical or actuarial expert who is engaged in that profession, or any other professional who is qualified to give expert advice.
- 2.7. **"Income"** has a wide meaning and includes all receipts not of a capital nature.
- 2.8. **"Income Tax Act"** means the Income Tax Act 58 of 1962, as amended.
- 2.9. **"Parties"** means all the parties to this Deed, being the Donor, and the Trustees from time to time.
- 2.10. **"Person"** means any natural or juristic person and includes the estate of any person.
- 2.11. **"Public Benefit Activities"** means the Public Benefit Activities as are stipulated in Part I and Part II of the Ninth Schedule, read with Section 30, to the Income Tax Act.
- 2.12. **"Reasonable Administration Costs"** means any and all costs and/or expenses reasonably incurred by the Trustees in the performance of their functions under the provisions of this Deed, including the costs and expenses incurred in administering the Trust; receiving, processing and considering applications for benefits; procuring medical examinations in relation to any applicants; obtaining Expert Advice; recovering monies due to the Trust and/or otherwise protecting the rights and interests of the Trust; paying Trustees' fees; paying audit fees; and paying management and/or administration fees and expenses.

- 2.13. **"Signature Date"** means the date on which this Deed is last signed by the Parties.

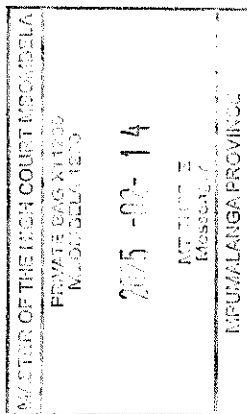


- 2.14. **"Trust"** means the Meso Trust, an *inter vivos* discretionary trust established in terms of this Deed and registered in accordance with the laws of South Africa.
- 2.15. **"Trust Auditor"** means the Chartered Accountant (SA) appointed from time to time by the Trustees as the auditor of the Trust.
- 2.16. **"Trustees"** means the Trustees appointed from time to time under the provisions of this Deed.
- 2.17. **"Trust Control Act"** means the Trust Property Control Act 57 of 1988, as amended.
- 2.18. **"Trust Deed"** means this Deed together with all annexes hereto.
- 2.19. **"Trust Doctor"** means the independent and suitably qualified medical doctor appointed from time to time by the Trustees.
- 2.20. **"Trust Funds or Trust Capital"** means the capital of the Trust, consisting of the Trust Funds and including any part of the net income which is not distributed and is accumulated to the capital, but after deducting the aggregate of the liabilities of the Trust, both actual and contingent, and the sum of all provisions and liabilities actual or contingent the amount of which cannot be determined with substantial accuracy.
- 2.21. **"Trust Property"** means the sum of all the assets, in the form of money, property, shares, loans, rights, benefits, whether corporeal or incorporeal, and whether movable or immovable, which the Trustees, in their capacity as such, may acquire or have acquired by donation, bequest, purchase, loan, transfer, exchange or otherwise from whatever source, and the increase in such assets.

- 2.22. Unless inconsistent with the context:



- 2.22.1. words referring to the singular include the plural and vice versa,
- 2.22.2. words referring to persons include natural persons and legal entities,
- 2.22.3. if any definition confers or imposes substantive rights or obligations on any party to this Deed, such rights and obligations shall be of force and effect notwithstanding the fact that they are contained in a definition,
- 2.22.4. where any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday, or public holiday in South Africa in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday,



- 2.22.5. the expiry or termination of this Deed shall not affect such of the provisions of this Deed as are intended to operate after such expiry or termination or as must, by necessary implication, continue to have force and effect after such expiry or termination, notwithstanding that the relevant clauses do not themselves provide for this,
- 2.22.6. each clause in this Deed is severable from every other clause, and
- 2.22.7. if any provision of this Deed is found by a competent Court to be unenforceable, the remaining provisions shall remain of full force and effect.

3. CREATION AND NAME OF THE TRUST

- 3.1. With effect from the date of this Deed, a trust is hereby constituted which shall be known as "The Meso Trust".

- 3.2. It is intended (but shall not be a requirement for the creation and registration of the Trust under the Trust Control Act) that the Trust shall be approved as a public benefit organisation under the Income Tax Act as soon as is reasonably practicable after the Signature Date.

4. OBJECTS OF THE TRUST

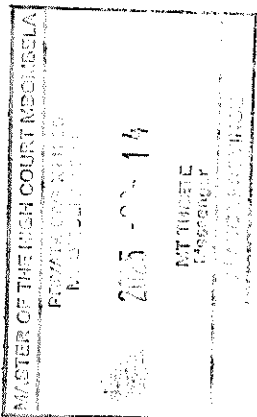
- 4.1. The sole or principal object of the Trust is to carry out the following Public Benefit Activities:

4.1.1. The alleviation of distress and the provision of poverty relief, by way of donation of funds or assets or other resources, out of the capital and income of the Trust, to natural persons who have contracted mesothelioma, in consequence of their occupational or environmental exposure to asbestos while living or working in the Northern Cape Province, or the dependants or estates of such persons who die after having applied for a Benefit.

4.1.2. The provision of free welfare and humanitarian support, care and counselling, and of health care services, including palliative care, to the persons referenced in Clause 4.1.1 above, or to their dependants.

4.1.3. The provision of funds or assets or other resources by way of donation to any entity contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act that provides free welfare and humanitarian support and/or medical services including palliative care to the persons referenced in paragraph 4.1.1 above, but only for the purpose of carrying out such Public Benefit Activities to the persons referenced in paragraph 4.1.1 above.

4.1.4. The provision of funds or assets or other resources by way of donation, out of the capital and income of the Trust, to any entity contemplated in Item 10(d) of the Ninth Schedule of the Income



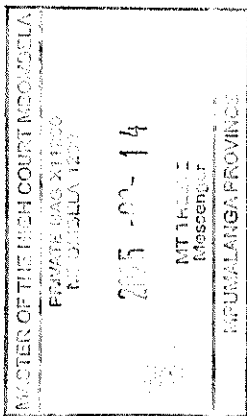
Tax Act that provides free healthcare education, information, and advice to communities in the Northern Cape Province, regarding the means by which community members' risk of exposure to harmful asbestos dust and fibre can be mitigated, but only for the purpose of carrying out such Public Benefit Activities.

4.1.5. To the extent that it is a term on which the Trust has received or accepted any donation, bequest, benefit, settlement or award, to apply such donation, bequest, benefit, settlement or award for the achievement of the objects as set out in clauses 4.1.1 to 4.1.4, but without the geographical limitation and without limiting the asbestos related disease to mesothelioma.

4.2. The provision of such Benefits to Beneficiaries will be done on an entirely voluntary basis and at the discretion of the Trustees, in accordance with the provisions of this Deed.

4.3. The provision of such Benefits shall be limited to the Trust funds held by the Trustees from time to time. The Trustees shall not undertake to provide any Benefit unless they hold Trust funds sufficient to provide such Benefit.

4.4. Benefits shall be paid out of Trust Funds expressly budgeted for and set aside by the Trustees for that purpose.



5. DONATION

5.1. The Donor hereby donates to the Trust, represented by the Trustees, as and by way of a donation, *inter vivos*, a sum of R100,00 (one hundred rand); such donation being irrevocable and may not be revoked by the Donor.

5.2. The Donor or any other person shall be entitled at any time to add to or augment the Trust Property in any manner, including by irrevocable

donation, or bequest, and all the terms and conditions of this Deed shall apply *mutatis mutandis* and attach to such additional or augmented Trust Property.

6. LEGAL CAPACITY OF THE TRUST

- 6.1. The Trust shall, have all the powers which attach to a natural person in terms of the laws of South Africa.
- 6.2. The Trust may sue or be sued in its own name.

7. TRUSTEES

7.1. Composition of the Board of Trustees

7.1.1. The first Trustees shall be:

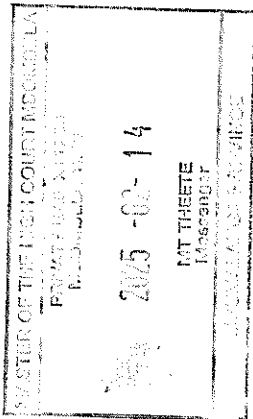
7.1.1.1. Brian Gibson;

7.1.1.2. Richard Spoor; and

7.1.1.3. Ulaysha Sukhu.

7.1.2. There shall always be a minimum of three Trustees and a maximum of five Trustees in office. The Trustees must not be connected in relation to one another.

7.1.3. If there are fewer than three Trustees because of the resignation, disqualification or death of a Trustee, the remaining Trustees are authorised to exercise all the power of the Trustees, for the maintenance and administration of the Trust Property, until such time as a further Trustee, nominated by the remaining Trustees, has been appointed. Such appointment/s shall be made within ninety (90) days of the resignation or death of the Trustee, failing



which a nominee of the Trust Auditor, shall *ipso facto* become a Trustee.

7.1.4. The Trustees shall be nominated from among persons who are committed to the objects of the Trust and who are willing and able to render their services in a benevolent and philanthropic manner and who accept fiduciary responsibility for the Trust.

7.1.5. If there is only one Trustee in office, their powers are limited to only taking such steps as are necessary to appoint a second Trustee.

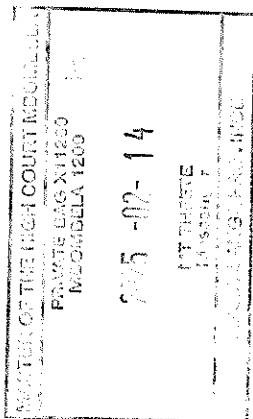
7.2. Appointment of Chairperson

7.2.1. The Trustees may appoint a chairperson from amongst themselves for any period not exceeding one year, or for a specific meeting.

7.2.2. The Trustees may determine what administrative functions and powers may be exercised by the Chairperson.

7.3. Exemption from furnishing of security

7.3.1. No Trustee, whether appointed in terms of this Deed or as a successor, permanent or temporary pursuant thereto, shall be required by the Master of the High Court or any other competent authority to furnish any security of any nature nor shall any security be required for the due performance of any duty under the Trust Property Control Act 57 of 1988 as amended or under any other statutory provision which may now be or may hereafter become of force or effect; the intent and purpose being that no Trustee hereunder shall be required to give any security in respect of or in connection with or arising out of such appointment.



7.4. Liability of Trustees

7.4.1. Provided that a claim does not arise from a Trustee's own gross negligence, fraud, or wilful default in the exercise of any powers or performance of any duties under this Deed:

7.4.1.1. no Trustee shall be personally liable for any loss suffered by the Trust and/or any Beneficiary; and

7.4.1.2. the Trustees shall be indemnified by the Trust against all, and any claims made against them or any of them arising out of or in connection with any act or omission in the course of their administration of the Trust.

7.5. Disqualification of Trustees

7.5.1. A Trustee shall cease to act as a Trustee:

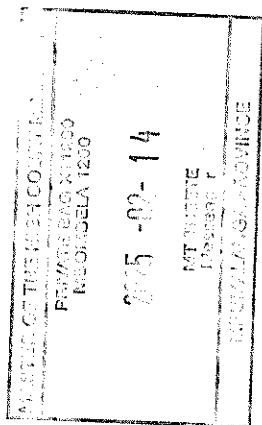
7.5.1.1. if they resign as Trustee, which the Trustee is entitled to do by providing thirty (30) days written notice to the co-Trustee(s) to this effect;

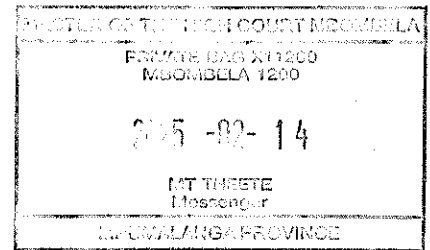
7.5.1.2. if they are certified to be mentally ill;

7.5.1.3. if, in terms of the provisions of the Companies Act 71 of 2008 in force from time to time, they are disqualified from serving as a director of a company;

7.5.1.4. if their estate is sequestrated, either provisionally or finally, or if they surrender their estate on behalf of their creditors or make a compromise with their creditors; and

7.5.1.5. if the majority of the Trustees in office resolve to discharge a Trustee.





7.6. Vacating of Office

7.6.1. A Trustee shall cease to hold office as such:

7.6.1.1. if they become disqualified from acting as a Trustee in terms of clause 7.5 above, and/or

7.6.1.2. on expiry of the notice period in the event of their resignation as a Trustee.

7.6.2. A Trustee who ceased to hold office as such in terms of this clause 7.6 shall have no claim against the Trust, the Trustees or any other person arising out of or in connection with his or her vacation of office.

7.7. Recusal of Trustees

7.7.1. A Trustee shall recuse himself from any meeting or other occasion when any matter under considered and/or decision taken where the outcome of which will or may accrue to the advantage or disadvantage of the Trustee, his or her family member, friend or business associate or any entity in which the Trustee has any direct or indirect interest.

7.8. Meetings of Trustees

7.8.1. The Trustees shall meet in Johannesburg (unless the Trustees agree otherwise):

7.8.1.1. for an annual general meeting at which the Trust's financial accounts for that financial year shall be presented for consideration and approval by the Trustees; and

7.8.1.2. at such other time as any of the Trustees may deem necessary.

7.8.2. If any of the Trustees deems it necessary for the Trustees to meet, they may convene a meeting by written notice to the other Trustees.

7.8.3. The notice shall specify the business to be dealt with at the meeting and, if possible, shall be accompanied by draft minutes of the previous meeting.

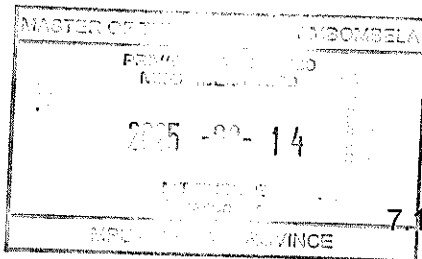
7.8.4. Save for the annual general meeting, which must be conducted in person, any other meeting of the Trustees may take place on a virtual platform.

7.9. Quorum at Meetings of Trustees

7.9.1. The quorum at any meeting of the Trustees shall be at least two Trustees present.

7.10. Voting at Meetings of Trustees

7.10.1. Decisions of the Trustees shall be taken by the majority vote of the Trustees present at a meeting of the Trustees, except resolutions in respect of amendments to this Deed and the termination of the Trust, where agreement must be unanimous.



7.10.2. If there are only two Trustees, decisions shall be made by consensus.

7.11. Round Robin Resolutions

7.11.1. A written resolution unanimously supported and signed by all the Trustees in counterpart shall be of the same force and effect as a decision taken at a meeting of the Trustees.

7.12. Minutes and Resolutions

7.12.1. Each Trustee shall sign the attendance register maintained in relation to the Trust in respect of every meeting of the Trustees which he or she attends.

7.12.2. The Trustees shall keep a minute of every meeting of the Trustees. A draft minute shall be prepared and presented to the next meeting of the Trustees for approval. A copy of any minute, signed by the Chairperson, or by any Trustee present at such meeting, shall, until the contrary is proved, constitute evidence of the content of the minute.

7.12.3. Copies of all resolutions taken by the Trustees shall be kept in a register established for that purpose.

7.12.4. A resolution of the Trustees certified by the Chairperson, or any two Trustees of the Trust shall be deemed a deemed to be a valid resolution of the Trust until the contrary is proven.

7.13. Payment of Expenses

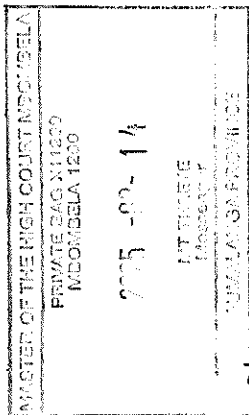
7.13.1. The Trust shall be responsible for the payment of all its own expenses including its Reasonable Administration Costs.

7.13.2. Such expenses shall be paid out of Trust Funds expressly budgeted for and set aside by the Trustees for this purpose.

7.14. Accounts and Reports

7.14.1. The Trustees shall keep a proper set of books recording the affairs of the Trust.

7.14.2. The Trust's financial year will close on the last day of February every year unless otherwise elected.



7.14.3. The Trustees shall, within nine months after the end of the financial year, prepare annual financial statements in accordance with International Financial Reporting Standard for Small and Medium-Sized Entities (IFRS for SMEs) as amended from time-to-time. The financial statements shall be reviewed or audited in the discretion of the Trustees. The Trustees shall appoint the Trust Auditor for this purpose.

7.14.4. The Trustees shall, maintain a register of all applications for a Benefit which have been considered by the Trust, and the number and value of Benefits that have been paid by the Trust, including the full particulars of the Beneficiaries.

8. POWERS OF TRUSTEES

8.1. Subject to the provisions of this Deed, the Trustees shall have all powers consistent with the laws of South Africa necessary for and/or reasonably ancillary to the achievement of the objects of the Trust.

8.2. In particular, the Trustees shall have the following powers in their discretion:

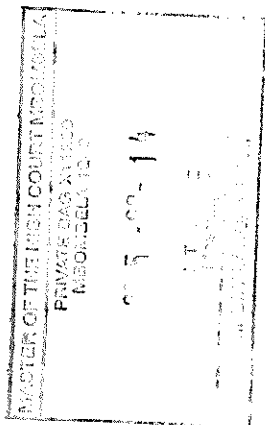
8.2.1. to apply for registration of the Trust as a Public Benefit Organisation, as contemplated in Section 30 of the Income Tax Act,

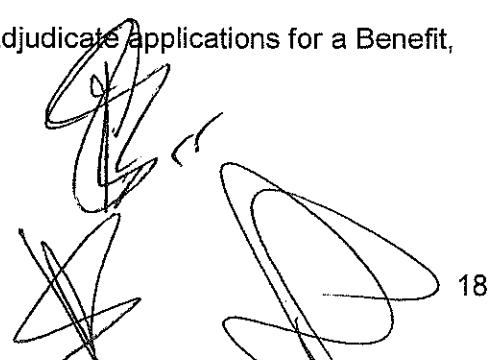
8.2.2. to apply for registration as a Non-profit Organisation, as defined in section 1 of the Nonprofit Organisations Act 71 of 1997,

8.2.3. to advertise the existence of the Trust and to invite applications,

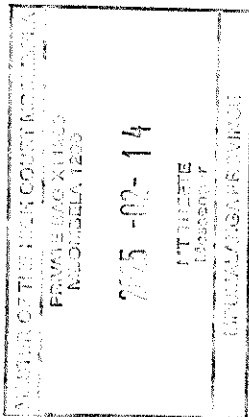
8.2.4. to receive, consider and adjudicate applications for a Benefit,

8.2.5. to award Benefits,





- 8.2.6. to determine the amount of any Benefit awarded, as well as the rules or criteria whereby the amount of any Benefit will be determined, adjusted or modified, and the terms on which any Benefit is awarded,
- 8.2.7. at the discretion of the Trustees, or by agreement with any person having the same or similar objects, to apportion or pro-rate any Benefit, in circumstances where the Beneficiary has received, or is entitled to receive, any other Benefit, in respect of their having contracted any Asbestos-Related Disease, including mesothelioma,
- 8.2.8. to contract with third parties for the provision of goods and services reasonably required for the achievement of the Trust's objects,
- 8.2.9. to determine what, if any, fees, and costs shall be paid or reimbursed to third parties who provide legal or other assistance to applicants to prepare and lodge their applications,
- 8.2.10. to receive and accept irrevocable donations, bequests, benefits, settlements and/or awards on such terms and conditions as may be agreed or determined by them,
- 8.2.11. to obtain such expert advice as is reasonably required by the Trustees to assist them in the exercise of their powers and/or in the discharge of their duties,
- 8.2.12. to appoint the Trust Doctor,
- 8.2.13. to nominate, appoint and/or contract with any other person for the rendering of management and/or administrative services to the Trust,



8.2.14. to invest assets of the Trust from time to time, including acquiring movable and immovable property, acquiring corporeal and incorporeal things, holding shares in a private or public company, investing in Government bonds or other securities, depositing funds in a bank or other financial institution, and to convert, vary, realise and/or reinvest any such assets,

8.2.15. jointly to exercise any voting or similar rights attaching to any securities held by the Trust from time to time,

8.2.16. to mortgage, pledge and/or cede the Trust Property as security,

8.2.17. to arrange for the issue of bank guarantees, and

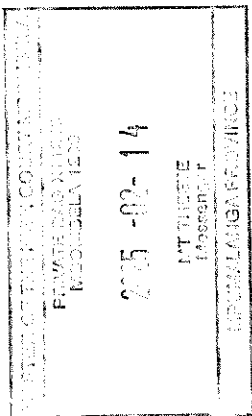
8.2.18. to determine and to be paid their reasonable fees and to be reimbursed their reasonable expenses in respect of their acting as Trustees.

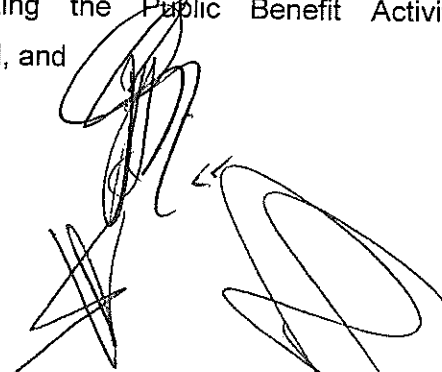
8.3. Notwithstanding the powers afforded the Trustees as set out above, for the avoidance of doubt, it is specifically recorded that:

8.3.1. the Trust Funds must be used solely for the objects for which the Trust was established,

8.3.2. no activity of the Trust may directly or indirectly promote the economic self-interest of any Trustee or employee of the Trust other than by way of their reasonable remuneration and expenses incurred in the performance of their duties,

8.3.3. no funds will be distributed to any person other than in the course of the Trust undertaking the Public Benefit Activities contemplated in this Deed, and

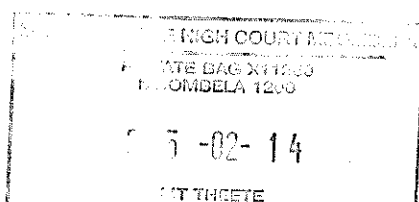



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- 8.3.4. The activities of the Trust are to be carried on in a not-for-profit basis and with an altruistic or philanthropic intent and for the benefit of the Beneficiaries.
- 8.4. The Trust and/or the Trustees will not be a party to, or will not knowingly permit them to be used as a part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Services.
- 8.5. No resources will be used, directly or indirectly, to support or oppose any political party.

9. POSSESSION AND OWNERSHIP OF THE TRUST PROPERTY

- 9.1. All assets acquired and all liabilities incurred by the Trustees in their capacity as such shall vest in the Trustees in such capacity and shall be administered by them separately from their own affairs as part of the Trust Property.
- 9.2. The Trust Property shall be registered and held in the name of the Trustees for the time being of the Trust, or a duly authorised nominee of the Trust.
- 9.3. The Trustees shall take into their possession and retain in their care and custody or that of their agents all and any instruments of title and other documents relating to or in respect of the Trust and its activities.
- 9.4. Save in respect of the payment of Benefits, the Beneficiaries shall have no rights or in, to and/or against any assets and/or income of the Trust.



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10. BUDGETING

10.1. The Trustees shall annually prepare and approve a budget stipulating the funds to be made available in the next financial year;

10.1.1. for payment of the Trust's Reasonable Administration Costs,

10.1.2. for the provision of Benefits to Beneficiaries who are natural persons, or to their dependants or estate,

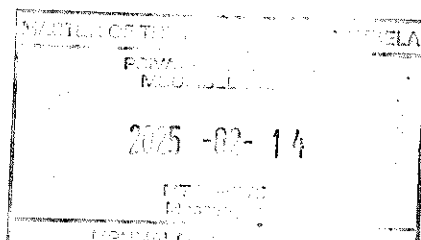
10.1.3. for the provision of Benefits to any entity contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act for the provision of welfare and humanitarian support and/or medical services including palliative care to persons who have contracted mesothelioma or to the dependants of persons who have died of mesothelioma,

10.1.4. for the provision of funds or assets or other resources to any entity contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act which provides free education, information, and advice to communities in the Northern Cape Province, regarding the means by which community members' risk of exposure to harmful asbestos dust and fibre can be mitigated,

10.1.5. to meet any obligations, consistent with the objects of the trust, that are stipulated as a term or condition on which the Trust has received or accepted any donation, bequest, benefit, settlement or award.

10.2. Such budget shall be informed *inter alia* by the following:

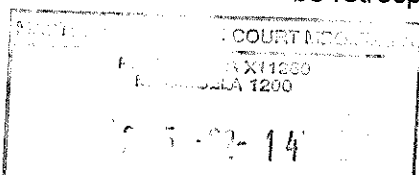
10.2.1. the financial means of the Trust, having regard to its assets, income and operating expenses,



- 10.2.2. the contractual obligations of the of the Trust owed to any person,
- 10.2.3. the Trust's existing obligations to beneficiaries,
- 10.2.4. the reasonably anticipated number of claims to be received by the Trust in the next financial year, and over the anticipated life of the Trust,
- 10.2.5. any determination made by the Trustees in terms of clause 11 below,
- 10.2.6. where considered necessary by the Trustees, expert actuarial advice, and
- 10.2.7. any decision taken by the Trustees regarding the life of the Trust.
- 10.3. In preparing their budget, the Trustees shall prioritise the award of Benefits to the Beneficiaries contemplated in clause 4.1.1. of this Deed.
- 10.4. No amount shall be budgeted for the provision of Benefits to Beneficiaries, except if the Trustees are satisfied that the Trust can pay all Benefits awarded but not yet paid, as well as all Benefits that the Trustees reasonably anticipate will be awarded in that financial year.

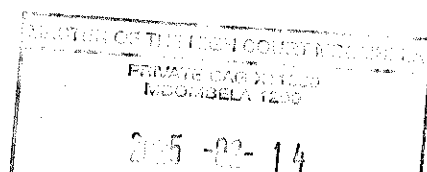
11. DETERMINATION OF BENEFITS

- 11.1. The Trustees may determine the amount of any benefit/s that will be awarded, as well as rules or criteria whereby the amount/s will be determined, adjusted or modified.
- 11.2. The amount of any benefit/s, as well as the rules or criteria whereby they will be determined fixed, adjusted or modified, may be amended by the Trustees from time to time, provided that any such amendment shall not be retrospective in effect.



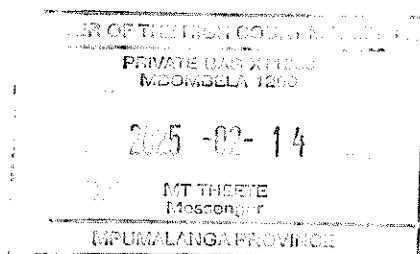
12. APPLICATIONS FOR A BENEFIT BY A NATURAL PERSON

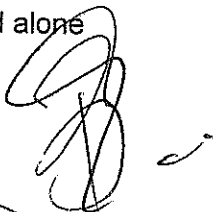

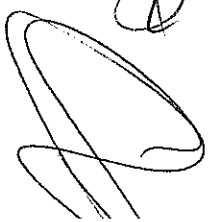
- 12.1. Any person as contemplated in Clause 4.1.1 or 4.1.2 of this Deed may apply for a Benefit.
- 12.2. An application for a Benefit shall be made in writing, in such form as the Trustees may stipulate.
- 12.3. An application for a Benefit by a person shall be accompanied by such documents, records, and any other evidence, as the applicant may rely on to show that they have contracted mesothelioma, and that such condition can reasonably be attributed to their occupational or environmental exposure to asbestos in the Northern Cape Province.
- 12.4. The Trustees are not obliged to consider any application that is not submitted in the form and manner stipulated by them, provided that they shall be obliged to communicate that information to any applicant.
- 12.5. The Trustees may require an applicant to submit such further information as they in their discretion reasonably require, to make a proper decision.
- 12.6. The Trustees may take Expert Advice from the Trust Doctor before confirming, or not, that the applicant has contracted mesothelioma.
- 12.7. In circumstances where in the opinion of the Trust Doctor the information provided by the applicant is not sufficient to confirm a diagnosis of mesothelioma, and that further medical investigations or examinations are required to make a diagnosis, the Trustees may, in their discretion, and at the cost of the Trust, request the applicant to undergo such further medical investigations or examinations, as they require to confirm a diagnosis of mesothelioma or to exclude it.
- 12.8. An applicant may be required by the Trustees to furnish a medical consent authorising the disclosure to them and/or to the Trust Doctor, of



medical information, pertaining to the applicant's diagnosis or treatment, from any relevant medical practitioner, medical facility, or institution.

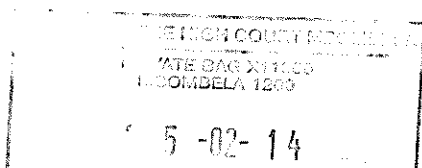
- 12.9. The Trust Doctor's opinion on any medical matter shall be determinative of that matter.
- 12.10. The Trustees shall consider and determine applications timeously.
- 12.11. The Trustees shall have the sole discretion to decide whether an application is successful or not.
- 12.12. The decision of the Trustees shall be communicated to the applicant with or without reasons as they, in their discretion, deem appropriate.
- 12.13. The Trustees may, at their discretion, review any decision taken by them, to award or not to award a Benefit, in the light of new information received.
- 12.14. In awarding a benefit, the Trustees may have regard to any benefit or compensation received by the applicant, by virtue of their having contracted mesothelioma or any other asbestos related disease.
- 12.15. Nothing in this clause 12 shall preclude the Trustees from *mero moto* providing the services contemplated in clause 4.1.2 to any Beneficiary contemplated in clause 4.1.1.
- 12.16. A Benefit vests in a Beneficiary on the date that the last conditions attaching to the award of any Benefit have been met.
- 12.17. The Trustees shall not award any Benefits that are not budgeted for and may decline any application for a Benefit on that ground alone



13. APPLICATIONS FOR A BENEFIT BY PERSONS OTHER THAN NATURAL PERSONS

- 13.1. The entities that are eligible to apply for a Benefit for the purposes of carrying out one or more of the Public Benefit Activities contemplated in Clauses 4.1.3. and 4.1.4 of this Deed are the entities contemplated in Item 10(d) of the Ninth Schedule of the Income Tax Act.
- 13.2. An application for a Benefit shall be made in writing, in such form as the Trustees may stipulate.
- 13.3. An application for a Benefit by such an entity shall be accompanied by a copy of its founding statutes and such documents, records, and any other evidence, as the applicant may rely on to establish their eligibility to be awarded a Benefit.
- 13.4. The Trustees are not obliged to consider any application that is not submitted in the form and manner stipulated by them, provided that they shall be obliged to communicate that information to any applicant.
- 13.5. The Trustees may require an applicant to submit such further information as they in their discretion reasonably require, to make a proper decision.
- 13.6. The Trustees may stipulate such conditions as they deem requisite to ensure that the Benefit is applied for the specified Public Benefit Activities to be carried out, such stipulations shall be reduced to writing and recorded in a formal agreement.
- 13.7. A Benefit vests in a Beneficiary on the date that the last conditions attaching to the award of any Benefit have been met.
- 13.8. The Trustees shall not award any Benefits that are not budgeted for and may decline any application for a Benefit on that ground alone.



14. AMENDMENT OF DEED

- 14.1. This Deed may be amended by unanimous decision of all the Trustees.
- 14.2. To the extent that the Trust has secured Public Benefit Organisation status in terms of Section 30 of the Income Tax Act, any amendment to the Deed shall require the prior approval of the Commissioner.

15. EXECUTION IN COUNTERPARTS

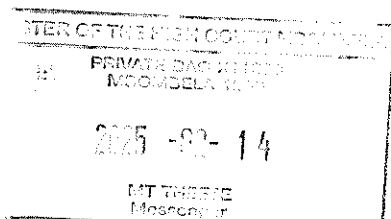
- 15.1. This Deed may be executed in counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

16. LEGAL STANDING

- 16.1. Any Trustee shall enjoy the *locus standi* to bring legal proceedings against the Trust and the Trustees or any one of them to compel the due and proper performance by them of their responsibilities in terms of this Deed and, provided that they exercise this power in good faith, no order of costs, arising from such proceedings, shall be sought or be enforced against them by the Trust or any Trustee acting in their capacity as such.

17. TERMINATION OF THE TRUST

- 17.1. The Trustees may resolve to terminate and to wind up the Trust in circumstances where they are satisfied that the Trust is no longer financially able to pay meaningful Benefits to Beneficiaries.
- 17.2. If the Trustees resolve to terminate and to wind up the Trust, the Trust shall stop receiving applications for Benefits and shall apply its remaining assets to determine and pay all applications for Benefits received before the date on which such resolution was taken and settle all the Trust's liabilities.



17.3. Prior to termination, the Trust must seek the approval of the South African Revenue Services.

17.4. The residue of the estate of the Trust shall be donated to

17.4.1. any Public Benefit Organisation approved in terms of Section 30 of the Income Tax Act that has the same or similar objects to the Trust, or

17.4.2. any organisation established under law that is exempt from tax in terms of Section 10(1)(cA)(i) of the Income Tax Act and whose sole or principal object is the carrying on any approved Public Benefit Activity, or

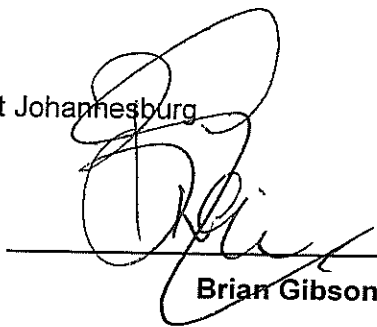
17.4.3. a department of state of administration in the national, provincial or local sphere of the Government of the Republic contemplated in section 10(1)(a) or (b) of the Income Tax Act.

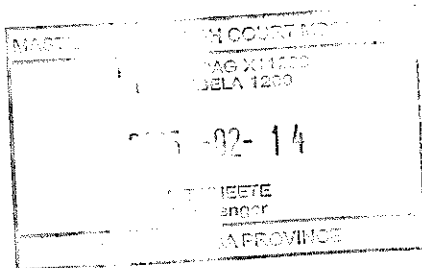
18. APPLICABLE LAW

18.1. This Deed shall be governed by and construed in accordance with the laws of South Africa.

19. SIGNATURES

Signed and dated on this the 12th day of August 2024 at Johannesburg

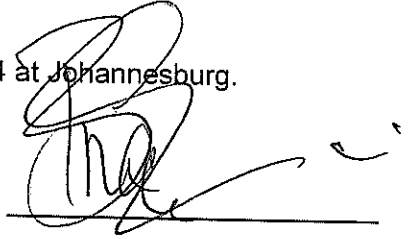

Brian Gibson
Donor





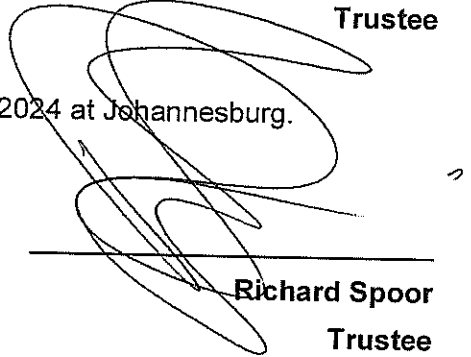


Signed and dated on this the 12 day of August 2024 at Johannesburg.



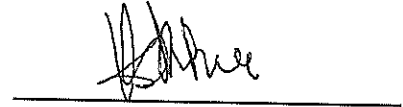
Brian Gibson
Trustee

Signed and dated on this the 14 day of August 2024 at Johannesburg.



Richard Spoor
Trustee

Signed and dated on this the 15 day of August 2024 at Johannesburg.



Ulaysha Sukhu
Trustee

