18/7/2023

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

BEFORE THE HONOURABLE JUSTICE WEIDEMAN AJ ON 18 JULY 2023

CASE NUMBER: 4279/2021

In the matter between:

SITHOLE: AARON SIPHO PLAINTIFF

And

ROAD ACCIDENT FUND DEFENDANT

[CLAIM NO: 502/12852141/1118/5 - LINK NO: 4984629]

This Order is made an Order of Court by the Judge whose name is reflected herein, duly stamped by the Registrar of the Court and is submitted electronically to the Parties / their legal representatives by email. This Order is further uploaded to the electronic file of this matter on CaseLines by the Judge or his/her Secretary. The date of this Order is deemed to be 18 July 2023.

Stamped by Registrar

ORDER OF COURT

AFTER HAVING HEARD COUNSEL FOR THE PARTIES AND AFTER CONSIDERATION OF THE EVIDENCE IN THIS MATTER, IT IS ORDERED THAT:

1. By Agreement: The Defendant is liable to compensate the Plaintiff for **100%** ***(One Hundred Percent)*** of the proven delictual damages suffered as a result of the motor vehicle collision which occurred on 9 June 2019.

2. The Defendant shall pay the capital amount of **R5 925 987-25** ***(Five Million, Nine Hundred and Twenty Five Thousand, Nine Hundred and Eighty Seven Rand and Twenty Five Cents)*** in full and final payment of Plaintiffs' claim, which is calculated as follows:

2.1	Past Medical and Hospital Expenses	R 678 542-25
2.2	Past Loss of Earnings:	R 182 890-00
2.3	Future Loss of Earnings:	R3 264 555-00
2.4	General Damages:	R1 800 000-00
2.5	Total:	R5 925 987-25

3. The capital amount is payable by means of direct fund transfer by no later than 180 *(one hundred and eighty)* days from the date hereof into the trust bank account of the Plaintiffs' attorneys; Mills & Groenewald Trust Cheque Account, Absa Bank, Vereeniging, Account no: 4042179809, Branch code: 630 137, reference: **A VAN ZYL / DK / S5010.**

TC

4. Interest calculated on the capital amount referred to in paragraph 2 *supra*, will be payable at the rate of 10.5% after a period of 14 *(fourteen)* days from the date hereof.

5. The Plaintiff's attorneys, **MILLS & GROENEWALD** shall:

5.1. Be entitled to deduct their agreed attorney and own client fees and disbursements for professional services from the capital amount upon receipt of payment.

5.2. Be entitled to deduct from the capital amount the costs of the legal costs consultant whom the attorney may elect to appoint for the drafting of the party and party bill of costs and for attendance pertaining to the settlement or taxation of such costs, whereafter the balance thereof shall be paid into the aforesaid trust account, or into such other accounts as the Trustee may direct, for the sole benefit of the Plaintiff.

5.3. Cause a Trust to be established in favour of the Plaintiff in accordance with Annexure "A", being the Deed of Trust, read with the provisions of the Trust Property Control Act, No. 57 of 1988 in terms whereof **HENDRIK JOHANNES STEPHANUS BEKKER, Identity number 730430 5067 083** in his capacity as nominee of Veritas Board of Executors SA (Pty) Ltd or any

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representative from time to time shall act as Trustee for the **AARON SIPHO SITHOLE TRUST.**

5.4. The Trustee shall be entitled to call for an appropriate taxation of the attorney and client costs and disbursements of Mills & Groenewald Attorneys, if deemed necessary.

6. The Defendant shall furnish the Plaintiff with an unlimited Undertaking in terms of Section 17(4)(a) of the Road Accident Fund Act, 56 of 1996 for the costs of the future accommodation of the Plaintiff in a hospital and nursing home and treatment of and rendering of a service to the Plaintiff and the supplying of goods to the Plaintiff arising out of the injuries sustained by the Plaintiff in the motor vehicle collision of 9 June 2019 after such costs have been incurred and upon proof thereof.

7. The Defendant shall pay the Plaintiffs' taxed or agreed party and party costs up to date on the High Court scale, which party and party costs shall include, but not be limited to, if any and as per the discretion of the Taxing Master;

7.1 The reasonable costs in respect of the preparation of the actuarial calculations, medico legal and addendum reports of the experts as per paragraph 7.4 below;

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7.2 Costs of counsel to date hereof, including the preparation for and trial attendance on 18 July 2023 as well as the preparation and drafting of the written Heads of Argument and Annexures;

7.3 The traveling costs of the Plaintiff to and from all medico-legal appointments and consultations;

7.4 Qualifying and preparation fees for drafting of the following medico legal reports:

7.4.1 Dr G Marus (Neurosurgeon) – Report and RAF4 Serious Injury Assessment Form;

7.4.2 Mr J S Ferreira-Teixeira (Clinical Psychologist);

7.4.3 Mrs C Rice (Occupational Therapist);

7.4.4 Dr W Pretorius (Industrial Psychologist) – Report and Addendum Report;

7.4.5 Munro Actuary reports;

7.4.6 Mr Barry Grobbelaar (Accident Reconstruction Expert);

7.5 The costs of the Plaintiff's experts as per paragraph 7.4 above for attending to the expert affidavits pertaining to evidence as to the content of their medico legal reports.

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8. In the execution of the Trustee's duties in terms of this Deed of Trust, the Trustee shall be entitled to recover the following fees and expenses from the Defendant (Road Accident Fund):

8.1 The Trustee shall be HENDRIK JOHANNES STEPHANUS BEKKER, in his capacity as nominee of VERITAS EKSEKUTEURSKAMERS SA (EDMS) BEPERK and is hereby authorised to act as Trustee or failing him, such an employee of VERITAS EKSEKUTEURSKAMERS SA (EDMS) BEPERK as they may nominate.

8.2 The remuneration of the Trustee shall be a once-off fee of 0.5% plus VAT on the amount of the award to be charged on acceptance of the Trust. A yearly management fee for the Trustee at a rate of 1% per annum plus VAT, calculated on the capital held under administration, and a once-off fee of 2% of the remaining capital under administration to be charged upon termination of the Trust. In addition the Trustee shall be entitled to charge market related fees in respect of specialised services which it may have performed on behalf of the Trust.

8.3 The Trustee may further employ the specialised services of accountants, tax consultants or any other professional service provider which would be needed to perform its duties towards the Trust and the Beneficiary. The

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Trustee is authorised to pay market related fees in respect of the services rendered by such accountants, tax consultants and service providers from the Trust Capital or Trust Income.

9. Subject to the following conditions:

9.1 The Plaintiff shall, in the event that costs are not agreed, serve the notice of taxation on the Defendant's attorney of record; and

9.2 The Plaintiff shall allow the Defendant 180 *(one hundred and eighty days)* days to make payment of the taxed costs after the date on which the costs were taxed/settled.

9.2.1 No interest will be payable, except in the event of default of payment of such costs, in which case interest will be payable at the rate of 10.5% from date of taxation.

BY ORDER

____

REGISTRAR

21/42789

COUNSEL FOR THE PLAINTIFF:	D GROBBELAAR (076 278 3727)
COUNSEL FOR THE DEFENDANT:	D COETZEE (082 075 6967)
PLAINTIFF'S ATTORNEY:	MILLS & GROENEWALD ATTORNEYS
DEFENDANT REPRESENTATIVE:	AMANDA NGCOBO
	E-MAIL: nombaliq@raf.co.za
	CLAIM NO: 502/12852141/1118/5
	LINK NO: 4984629

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

Private Bag X7, Johannesburg 2000

2023 -07- 24

GLD-JHB-007

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

DEED OF TRUST

THE AARON SIPHO SITHOLE TRUST

MADE AND ENTERED INTO BETWEEN

THE FOUNDER **MILLS & GROENEWALD ATTORNEYS REPRESENTED BY THE NOMINEE ANDRE VAN ZYL**

THE TRUSTEE/S BEING **HENDRIK JOHANNES STEPHANUS BEKKER** in his capacity as nominee of **VERITAS EKSEKUTEURSKAMER SA (EDMS) BPK (ID No: 730430 5067 083).**

1. CONSTITUTION

The founder wishes to establish a Trust (to be known as **"THE AARON SIPHO SITHOLE TRUST"**) for the purpose of protecting capital, income and the maintenance of beneficiaries.

As the Beneficiary suffers from serious physical disability incapacitating him/her from earning sufficient income for his/her maintenance or from managing his/her own financial affairs, as envisaged in paragraph (a) (ii) of the definition of "SPECIAL TRUST" in the Income Tax Act – Act 58 of 1962 as amended.

AND WHEREAS the Founder wishes to create a "SPECIAL TRUST" for the purpose of establishing a Trust for the benefit of the Beneficiary.

For clarity, certainty and for the better administration of the Trust, the Founder and the Trustee/s record in this contract the terms of the Trust.

2. DEFINITIONS

In the Deed, unless the context otherwise requires, words importing the singular shall include the plural and words importing the masculine gender shall include female, and vice versa. Words importing persons shall include bodies corporate. The following expressions used in this Deed shall have the meaning hereinafter assigned to them unless the context shall otherwise require, namely:

2.1 "Beneficiary" - shall mean, **AARON SIPHO SITHOLE, ID No: 760126 5699 080**, until his/her death; and/or any other Beneficiary as per Court Order.

2.2 "Maintenance" - shall mean all the needs of the Beneficiary, including without limiting the generality of the a foregoing, travel, medical and dental services, the acquisition and upkeep of any residence, tax, legal costs, general welfare and benefit, education, reasonable pleasures, and setting up in a business, profession or career;

2.3 "Tax" - shall mean any tax, income tax, duty, or levy now leviable, or which may hereafter become leviable under whatever name is assigned thereto, by any state or other authority;

2.4 "Trustee/s" - shall mean in the first instance **HENDRIK JOHANNES STEPHANUS BEKKER**, principal of **VERITAS EKSEKUTEURSKAMER SA (EDMS) BPK**, or his nominee from time to time represented as aforesaid, while holding office as Trustee/s, and thereafter their successors in office for the time being including any Trustee/s assumed hereunder.

2.5 "Trust Fund", "the Trust" and "**THE AARON SIPHO SITHOLE TRUST**" - shall include:

2.5.1 the assets donated by a Donor;

2.5.2 all sums of money, property rights or assets of whatsoever nature subsequently acquired whether by donation, purchase, loan, exchange, inheritance, reinvestment, capitalization or otherwise for the purpose of the Trust; and any capital gain realized;

2.5.3 all undistributed income whether accrued or not of the Trust;

2.5.4 any or all monies/funds received due to compensation for personal injury as per Court Order, if applicable;

2.6 "Year" - shall mean a period commencing on the first day of March in one calendar year and terminating on the last day of February of the year next following, or any other period year as may be decided by the Trustee/s.

3. CHOICE OF LAW

This Deed shall be interpreted in all respects according to the laws of the Republic of South Africa. The Trust Fund shall be administered in all respects according to the laws of the Republic of South Africa.

4. CONTRIBUTION

The Founder irrevocably contributes upon the Trust the sum of R100.00 (ONE HUNDRED RAND).

5. POWERS OF TRUSTEE/S

The Trustee/s shall have all such powers as may be necessary to manage the affairs of the Trust in such manner as will in their discretion be in the best interest of the Trust and the Beneficiaries and shall without prejudice to the generality of the a foregoing and in addition to all powers enjoyed by them under the common law and/or by statute, have the following powers:-

5.1 To deal with any assets for the time being and from time to time forming part of the Trust Fund, as they may in their sole and absolute discretion decide, and they shall have all powers relative thereto as if they were the absolute beneficial owners of the same.

5.2 Without detracting from the generality of the a foregoing and in their absolute discretion, the power to invest any monies of the Trust in such manner and in such place anywhere in the world as they in their sole and absolute discretion may consider fit, including by investing or otherwise applying the same in the purchase or acquisition, whether in partnership or otherwise, of any movable or immovable property, particularly industrial property, or interest whether movable or immovable, and whether corporeal or incorporeal, and of whatsoever nature and wheresoever situate, including in blue chip shares, funds, securities, mortgage bonds over immovable property, loans with security and other investments of whatsoever nature and wheresoever situated.

5.3 To realize, change or vary any investments from time to time forming part of the Trust Fund, and to re-invest the proceeds in any investments hereby authorized as the Trustee/s in their sole and absolute discretion may consider fit, in all cases with intent and purposes that the Trustee/s shall have the same, unrestricted power of investing and using the money and transposing investments and altering the use of money arising under this Trust, as if they were absolute beneficial owners entitled thereto.

5.4 To allow all property (whether movable or immovable and whether corporeal or incorporeal) at any time forming part of the Trust Fund to remain in the actual state in which they received it for as long as the Trustee/s may deem fit.

5.5 To borrow such sums of money on such terms and conditions and for such purposes as they in their sole and absolute discretion deem fit, including (without derogating from the generality of the a foregoing) for the purpose of paying income tax and/or other debts of the Trust and/or for the purpose of making payment of capital to any

Beneficiary and/or for the purpose of preserving any assets or investments forming part of the Trust Fund and/or the purpose of paying any expenses properly incurred by them in carrying out the provisions of this Deed of Trust, and for any other purposes directly or indirectly connected with the Trust, with powers from time to time to consent to any alteration or variation to the terms and conditions of such loan.

5.6 To mortgage or pledge, either generally or specially or otherwise encumber any asset forming part of the Trust Fund in such manner and on such terms and subject to such conditions as they in their sole and absolute discretion deem fit, as security for any borrowings made in terms of the a foregoing sub-clause and for any other liabilities of the Trust.

5.7 To enter into indemnities, guarantees or suretyships of every description (either gratuitously or for a consideration).

5.8 To lend and advance on such conditions as they in their sole and absolute discretion deem fit (and therefore subject to interest and with security) any monies from time to time held by them to any person (including any Beneficiary, firm or company) but interest free and without security to a Beneficiary.

5.9 To exchange, sell, lease or otherwise deal with any assets forming part of the Trust Fund, and in exercising any powers of sale, whether conferred in this sub-clause or otherwise, they shall be entitled to cause such sale to be effected by public auction or by private treaty and in such manner and on such terms and conditions as they in their sole and absolute discretion deem fit, and in exercising powers of lease, they shall be entitled to cause any property to be let at such rental, for such period, and on such terms and conditions as they deem fit.

5.10 To improve and/or to develop and/or to demolish and redevelop immovable property acquired by them by erecting buildings thereon or otherwise, and to expend the Trust Fund or the income thereof upon the preservation, maintenance and upkeep of any such property.

5.11 To exercise the voting power attached to any shares from time to time or for the time being forming part of the Trust Fund in such manner as they may consider fit, including:

5.11.1 either solely or in conjunction with any other person or persons to enter into such arrangement as they may consider fit for the purpose of causing the liquidation, reconstruction or amalgamation or merger of any of the companies in whose capital the said shares shall form a portion, and to enter into and carry out such agreement or agreements as they may consider appropriate in regard thereto;

5.11.2 to cause such change to be made in the board of directors or in the other officers of any of the companies involved as they may consider fit, and appoint or cause to be appointed either one or more of themselves as such directors or officers or cause some other person or persons to be so appointed on the basis that such persons will act as nominees for the Trustee/s. Any Trustee/s receiving from any such company any fees, salary, bonuses or commission for services rendered to such company, shall, unless otherwise agreed upon by the Trustee/s, be required to return the same to the Trust and shall furthermore be required to account therefore to the Trust.

5.12 To incorporate any company in any place in the world at the expense of the Trust Fund with limited or unlimited liability for the purpose of, inter alia, acquiring the whole or any part of the assets of the Trust Fund. The consideration of the sale of the assets of the Trust Fund, or any part thereof, to any company incorporated pursuant to this sub-clause, may consist wholly or partly of fully paid debentures, or debenture stock or other securities of the company, and may be credited as fully paid and may be allotted to or otherwise vested in the Trustee/s and be capital monies in the hands of the Trustee/s.

5.13 To exercise any rights of conversion or subscription to any shares private and public companies) from time to time and for the time being forming part of the Trust Fund or at their discretion to sell or realize any such rights.

5.14. To grant credit in respect of the whole or any portion of the purchase price and with security and with interest whenever effecting any sale of assets constituting part of the Trust Fund, as they in their sole and absolute discretion deem fit.

5.15 To hold the whole or any part of the assets of the Trust in the name of the Trust.

5.16 To treat as income any periodic receipts although received from wasting assets, without being required to make provision for the amortization of wasting assets.

5.17 To decide whether any monies or assets held from time to time in respect of the Trust Fund are to be treated as capital or income for the purposes of the Trust Fund, including in respect of any liquidation dividend, or return of capital, or capitalization or profits in the case of companies whose shares are being held as part of the Trust Fund.

5.18 To decide whether any expense incurred in respect of the Trust Fund is to be paid out of capital or income.

5.19 To make all necessary apportionments in their accounts for the purpose of sub-clauses 5.16, 5.17, and 5.18 supra.

5.20 To pay in cash or to distribute in specie, or to pay partly in cash and partly distribute in specie, the income or capital of the Trust, provided that in the case of a distribution in specie the Trustee/s shall be entitled to place such value as they in their sole and absolute discretion deem fit on the assets so distributed in specie. For the purposes of this clause, the word "specie" shall be deemed to include any capital or asset at that time held as portion of the Trust Fund which is in a form other than cash money.

5.21 To decide to whom any monies or assets which are to be paid or handed over for the benefit of any minor related to the Beneficiary or person under any specific age in terms of this Deed of Trust shall be paid and handed over, and an acquittance signed by any persons so elected and to whom any monies or assets are paid and/or handed over, shall be a complete and valid discharge to the Trustee/s in respect of monies and assets in question.

5.22 To determine, from time to time, the remuneration which shall be paid to them, provided that the remuneration so determined for them jointly shall not exceed the usual charges for administering a Trust of the type and size hereby created but always subject to the provisions as set out in the Court Order.

5.23 To reimburse themselves and pay and discharge out of the Trust Fund and any income accruing therefrom, all expenses which may be incurred by them in or about the execution of the Trust and powers conferred upon them.

5.24 To decide on questions and matters of doubt of whatsoever description arising in the execution of this Trust subject to paragraph 16 hereafter.

5.25 To employ accountants, auditors, attorneys and advocates, agents or brokers to transact all or any business of whatsoever nature required to be done pursuant to this Trust Deed and to pay all their fees, commission remuneration and other charges and expenses out of the Trust Fund and any income accruing therefrom; provided however, that they shall not be responsible for the default of such accountants, auditors, attorneys, advocates, agents or brokers, or any loss occasioned by such employment.

5.26 To employ and, if they see fit, act upon the advice of any investment advisers, and the Trustee/s shall not be responsible for any loss occasioned by reason of their having acted or failed to act upon advice received from any such adviser.

5.27 To obtain such legal and other professional advice required by them from time to time at the cost of the Trust.

5.28 To open and operate a banking account or accounts in the name of the Trust Fund.

5.29 To institute or defend legal proceedings.

5.30 To allow time for the payment of any debts due to them as they may think fit and to compromise compound and submit to arbitration any such debt and any claim made against them.

5.31 To enter into any contracts, to sign all deeds, powers of attorney and other documents, or to do all such things as may be necessary or desirable from time to time to give effect to the exercise of the powers contained herein, or as they in their discretion may consider necessary or desirable in the interests of the Trust or the Trust Fund.

5.32 To determine the manner in which all contracts, deeds and other documents which require to be signed on behalf of the Trust shall be signed from time to time. To accept and acquire for the purpose of the Trust any gifts, bequests or payments from any person, firm, company or association that may be given, bequeathed or paid to them as an addition or with the intention to add to the funds hereby donated to them, and any addition so accepted and administered shall be deemed to form part of such funds and shall be administered and dealt with subject to the terms of this Deed of Trust.

5.33 To expend for the purposes contained herein, the capital and/or income of the Trust.

5.34 In dealing with the affairs of the Trust, the Trustee/s shall, without derogating from the other powers and authorities given to them in terms of this Trust Deed, have all powers and authorities as are normally vested in the board of directors of a company.

5.35 To carry on such trading business in the name of the Trust as the Trustee/s may from time to time decide.

6. INCOME

6.1 Out of the income of the Trust the Trustee/s shall have the power to pay all costs, charges, tax and other expenses including the maintenance of the Beneficiary, incurred by them on behalf of the Trust.

6.2 The Trustee/s may, from time to time and at any time, pay to or apply the whole or any part of the income of the Trust Fund for the maintenance, benefit or general advantage of anyone or more of the Beneficiaries as they may decide and in such proportions as they may determine, and any income so paid or applied shall accrue to that Beneficiary.

6.3 The Trustees shall have the power to vest income in a Beneficiary without actually paying it over to the Beneficiary but by crediting it to an account in the name of the Beneficiary with the same powers and discretion in respect of administration and payment to or for the benefit of the Beneficiary as apply to the Trust Fund, mutatis mutandis. They shall also have power to credit such income to a bank or building society account in the name of or for the benefit of the Beneficiary and to operate thereon for the benefit of the Beneficiary.

6.4 If any tax upon any amount forming part of the Trust Fund is levied against any person, the Trustee/s shall have the power to pay that tax.

6.5 Any remaining income shall be retained by the Trustee/s and be dealt with by them in terms of this Trust Deed and may, if the Trustee/s so decide, be treated as capital.

7 CAPITAL

7.1 The Trustee/s shall have power to vest in, pay to or apply the whole or any part of the capital of the Trust Fund for the maintenance, benefit or general advantage of anyone or more of the Beneficiaries, as the Trustee/s in their sole discretion may decide from time to time, and in such proportions as the Trustee/s may determine or for any of the purposes set out in Clause 5, and in so doing the powers set out in Clause 5 shall mutatis mutandis apply. Any such vesting, payment or application made to a Beneficiary in terms of this clause shall vest in such Beneficiary as his sole and exclusive property to deal with as he deems fit.

7.2 Notwithstanding the terms and conditions contained herein the Trustee/s may divide the capital of the Trust Fund, subject to any adjustments that the Trustee/s in their sole opinion deem appropriate in respect of capital advances, into as many portions as the Trustee/s from time to time may determine. Any portion so created shall be held for the benefit of such Beneficiary or Beneficiaries as may be determined by the Trustee/s. The terms and conditions herein set out in relation to the Trust Fund shall mutatis mutandis apply to any such portions.

7.3 In the event of the death of all the Beneficiaries for whose benefit any portion may have been created in terms of sub clause 7.2, the assets in such portion may continue to be held as a separate portion or may be merged with any other portion and held for the benefit of such other Beneficiaries hereunder as the Trustee/s may determine.

8. <u>CONDITIONS GOVERNING BENEFITS</u>

8.1 The rights of and any amounts paid to any Beneficiary under this Trust shall not form portion of any joint estate or of any community of property or community of profit or less or any accrual regime. The husband of a female Beneficiary shall not have to acquire any marital power or power of administration over such rights or amounts, and her receipt alone shall constitute a sufficient acquittance to the Trustee/s.

8.2 No benefit or interest in this Trust, whether contingent or vested which has not been delivered to the Beneficiary, shall be capable of being ceded by any Beneficiary without the written consent or ratification of the Trustee/s. Should any Beneficiary purport to have ceded any benefit or interest without the consent of the Trustee/s, and should the Trustee/s not ratify such purported cession upon coming aware of it, the Beneficiary shall lose and forfeit all claims and interest whatsoever in and to such benefit or interest.

8.3 In the event of the insolvency of any Beneficiary or attachment or execution being sought to be levied or enforced against any benefit or interest, whether contingent or vested, which has not been delivered to a Beneficiary, the Beneficiary shall lose and forfeit all claims whatsoever to any such benefit or interest.

8.4 Any benefit or interest forfeited by any Beneficiary, shall thereupon pass to and vest in the Trust. The Trustee/s may apply such benefit or interest subject to the provisions of Clauses 6 and 7 hereof, for the benefit of anyone or more of the remaining Beneficiaries in such proportions and upon such conditions as the Trustee/s may decide.

8.5 Any benefit accruing to a Beneficiary who is under the age of twenty-five (25) years, or having attained that age, is in the opinion of the Trustee/s not sufficiently mature to deal with his/her award in a manner that the Trustee/s adjudge to be prudent, the Trustee/s shall retain upon separate Trust the share of such issue until he/she in the discretion of the Trustee/s attains that age or level of maturity. The share so retained shall be administered by the Trustee/s' mutatis mutandis, with the powers hereinbefore set out.

9. <u>TRUSTEE/S</u>

9.1 The Trustee/s shall have the power to appoint further Trustee/s in addition to or to replace those in office. Any Beneficiary may be appointed a Trustee/s by the Trustee/s in office.

9.2 The Trustee/s shall be entitled, in writing, to appoint successors to succeed them as Trustee/s after their death. If such appointments have not been made, their Executors shall be entitled to appoint successors.

9.3 The Trustee/s shall have the power to appoint any other person to act as his alternate during his absence or inability to act as Trustee/s for a period of no longer than 3 consecutive months in any calendar year. An alternate, whilst acting in place of the Trustee/s who appointed him, shall exercise and discharge all of the duties and functions of the Trustee/s that he/she/they represent/s. Whilst such alternate Trustee/s shall enjoy all the rights of the Trustee/s nominating him/her/they, such Trustee/s, shall however, be entitled at any time to cancel his/her/their nomination.

9.4 That the Trustee/s is/are to provide security to the satisfaction of the Master.

9.5 The Trustee/s shall convene and regulate their meetings and the manner of conducting their business as they think fit, subject to the provisions of the Trust.

9.6 A resolution in writing signed by the Trustee/s shall be valid and effective.

9.7 In addition to the provisions contained in clause 13 hereof, a Trustee/s shall cease to hold office:

9.7.1 if he becomes insolvent, is placed under curatorship, or is convicted under the laws of the Republic of South Africa of an office involving dishonesty; or

9.7.2 if he resigns provided that he shall give not less than one month's notice of his resignation to the remaining Trustee/s; or

9.7.3 if he becomes unfit or incapable of acting as Trustee/s; or

9.7.4 if he becomes of unsound mind and mentally incapable of managing the affairs of the Trust; or

9.7.5 if he (being an individual and not a Corporate Body) becomes disqualified to act as a Director of a Company.

9.8 The Trustee/s shall cause to be kept proper records and accounts accurately reflecting their administration of the Trust Fund and they shall ensure that a statement of the assets and liabilities of the Trust Fund be prepared annually in respect of each year.

9.9 The receipt of the legal guardian of any minor Beneficiary shall constitute a good and sufficient discharge to the Trustee/s of their discretion to effect payment or make distribution to the minor.

9.10 The remuneration of the Trustee/s shall be a once-off fee of 0.5% plus VAT on the amount of the award to be charged on acceptance of the Trust. A yearly management fee for the Trustee/s at a rate of 1% per annum plus VAT, calculated on the capital held under administration, and a once-off fee of 2% of the remaining capital under administration to be charged upon termination of the Trust. In addition the Trustee/s shall be entitled to charge market related fees in respect of specialized services which it may have performed on behalf of the Trust.

9.11 The Trustee/s may further employ the specialised services of accountants, tax consultants or any other professional service provider which would be needed to perform its duties towards the trust and the Beneficiary. The Trustee/s is/are authorised to pay market related fees in respect of the services rendered by such accountants, tax consultants and service providers from the Trust Capital or Trust Income.

10. TRUST ASSETS SEPARATE FROM PERSONAL ASSETS

Howsoever or wherever the assets of the Trust may be held or registered they shall be held on and for the account of the Trust and at no time shall the Trustee/s be deemed to acquire for themselves or their personal account any vested right or interest in the Trust Fund.

11. BOOKS OF ACCOUNT AND AUDIT

11.1 The Trustee/s shall cause to be kept proper records and books of account reflecting truly and correctly their administration of the Trust.

11.2 That the Trust Property and the administration thereof be subject to an annual review.

11.3 A Trustee/s or any firm of which he is a member or a partner may be employed to act in any matter relating to the Trust and the administration thereof and shall be entitled to charge and be paid for any services rendered by him or his firm in a professional capacity, including acts which any Trustee/s could have done personally unless excluded by the / a Court Order.

11.4 An auditor shall be entitled to act as auditor of the Trust, if so required by the Master of the High Court, notwithstanding his appointment as Trustee.

12, CONTRACTS BY TRUSTEES

No Trustee/s shall be disqualified by his office from contracting with the Trust, nor shall any contract entered into by the Trust in which any Trustee may be interested be invalidated or voided by reason of such interest, nor shall any Trustee so contracting or being so interested or acquiring any benefit under any contract entered into with the Trust, be liable to account to the Trust for any profit or benefits realised by or under such contract by reason of his holding that office; provided that he shall have disclosed to the remaining Trustee or Trustees the nature of his interest before the making of the contract if it shall not already have been known to him or them.

13. VACATION OF OFFICE OF TRUSTEE

13.1 The office of a Trustee shall be vacated if:

13.2 his estate is sequestrated or he files a petition for the surrender of his estate, or launches an application for an administration order, or if he commits an act of insolvency as defined in the Insolvency Laws for the time being in force, or he makes any arrangement or composition with his creditors generally; or

13.3 he is medically certified as being a lunatic or of unsound mind or is judicially declared incapable of managing his own affairs; or

13.4 he commits any act which would preclude him from being a director of a company in terms of the South African Companies Act.

14. DISTRIBUTION OF INCOME

14.1 The income which accrues to the Trust during any financial year as reflected, or to be reflected, in the financial statements to be drawn as at the last day of February in that year, shall be dealt with as follows:

14.1.1 The Trustee/s may utilize such funds for the payment of any expenses incurred by the Trustee/s in conjunction with the exercise of their duties as such, including the costs of an accountant to keep the books of the Trust, the cost of the auditor to draw the statements of account, balance sheet and to audit the books of the Trust, the remuneration of the Trustee/s, any fees due for services rendered to the Trust, any taxation levied in connection with the Trust or on any recipient of Trust income, and all other expenses incurred.

14.1.2 The Trustee/s may draw upon such funds for the payment of a portion or the whole of any amount due in respect of the acquisition of any assets or investments by the Trust, provided that the Trustee/s shall ensure that there shall at all times be sufficient funds available for the purposes reflected in 14.1.3.

14.1.3 After payment of the amounts set out in sub-paragraphs 14.1.1 and 14.1.2 above, the Trustee/s may in their discretion:

14.1.3.1 either accumulate the Trust income, in which event they shall always be entitled to distribute such accumulated income subject to the terms of this Deed at such time or times in the future as they in their discretion may think fit; or

14.1.3.2 distribute such income either wholly or in part to the income Beneficiaries either by actual payment to them or by payment to a parent or guardian on their behalf, or by crediting their accounts in the books of the Trust and re-investing or accumulating and capitalizing or otherwise dealing with such income in their names or on their behalf.

14.1.3.3 Should any Income Beneficiaries be minors, payments in terms of sub-paragraph 14.1.3 above may be made to the guardian or other legal representative of such minor, or the amount thereof may be utilized by the Trustee/s in such manner as they think fit for the maintenance, education, advancement in life and reasonable pleasures of such minor.

14.1.3.4 When utilizing income as provided in sub-paragraph 14.1.2 and 141.3 the Trustee/s shall endeavor to ensure that the Income Beneficiaries are enabled to maintain the standard of living to which they have been accustomed.

15. LIABILITY FOR LOSS

15.1 No Trustee/s shall be entitled to make good to the Trust or any Beneficiary any loss occasioned or sustained by any cause howsoever arising, except such loss as may arise from or be occasioned by his own personal dishonesty, negligence or other willful misconduct.

15.2 No Trustee/s shall be liable for any act of dishonesty or other misconduct committed by any other Trustee/s unless he/she knowingly allowed it or was an accessory thereto. No Trustee/s shall be bound to take any proceedings against a Co-Trustee for any breach or alleged breach of Trust committed by such Co-Trustee.

15.3 The Trustee/s shall be indemnified out of the Trust assets against all claims and demands of whatsoever nature that may be made upon them arising out of the exercise or the purported exercise of any of the powers conferred upon them by this Deed of Trust, subject to 15.1 above.

16. DECISIONS OF TRUSTEES

Should there be more than two Trustees, resolutions are taken by way of an ordinary majority of votes. In the event of there being only two Trustees, any decision must be unanimous. Should a majority vote or unanimous decision not be reached in regard to a matter, the matter be referred to a senior advocate on which the Trustee/s decide and, failing agreement on this matter, be referred to a senior advocate of the applicable bar appointed by the chairman of said bar. The arbiter's division on the matter is final and binding on the Trustees.

17. INCOME TAX INDEMNITY

If any person who makes a donation to this Trust shall at any time be assessed for taxes in respect of any income received by or accrued to the Trustee/s or all or any of the Beneficiaries, the Trustee/s shall, if so required by such person, out of the income of the Trust or of the Beneficiary concerned, as the case may be, pay the taxes so assessed, and if such person shall have paid the taxes, the amount thereof shall, on submission of such request, be deemed to be a debt due to such other person. The taxes assessed shall mean the difference between the taxes assessed on the income of such person, including the income received by or accruing to the Trustee/s or the Beneficiary concerned, as the case may be, and the taxes which would have been assessed excluding such income.

18. EXCLUSION OF RIGHTS

Until any benefit or award is actually distributed to a Beneficiary nothing herein contained nor any resolution, deed or act of the Trustee/s shall create or confer upon any person any right or claim enforceable at law to any benefit or award or delivery of any assets hereunder.

19. TERMINATION

19.1 The Trust shall terminate on the happening of either of the following events, whichever is the earlier:

(i) on the death of that last dying Beneficiary; or

(ii) by decision of the Trustee/s.

19.2 Upon termination (subject to any adjustments as the Trustee/s in their discretion shall decide in respect of income and capital advances), the Trustee/s shall distribute the net assets remaining in the Trust Fund as follows:

i. the Trustee/s shall pay and deliver the assets in such proportions as they may decide to such of the Capital Beneficiaries then living as they may decide or to any Trust formed for the benefit of any such Beneficiary; or

ii failing all the Beneficiaries of the Trust, the Trustee/s shall pay and deliver the assets to the intestate heirs of the Beneficiaries determined as if the Beneficiaries had died on the termination of the Trust; or

Iii as per Court Order.

20. VARIATION

This Trust is irrevocably constituted and may not be varied by the Founder. That the amendment of the Trust instrument be subject to the leave of this Honorable Court. However, by majority agreement, the Trustees may alter, vary or add to the conditions hereof, alter in respect of statutory requirements including the power and authority of the Trustees for the better attainment of the purposes of the Trust. The Beneficiaries of the Trust may not be altered.

21. ACCEPTANCE

21.1 The Trustee/s, by their signatures hereto, undertake jointly and severally to carry out the terms and conditions and stipulations contained in this Deed.

21.2 The Trustee/s hereby accept the benefits of the Trust on behalf of the Beneficiaries.

THUS DONE AND SIGNED AT ……………………..ON THIS………………… DAY OF ………………………………..20….. IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

AS WITNESSES:

1. ____________________

2. ____________________ ____________________

A VAN ZYL

THUS DONE AND SIGNED AT .... ON THIS.................... DAY OF .... 20..... IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

1. ______________________

2. ______________________

____

HENDRIK JOHANNES STEPHANUS BEKKER in his capacity as nominee of **VERITAS EKSEKUTEURSKAMER SA (EDMS) BPK**

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
Private Bag X7, Johannesburg 2000
2023 -07- 24
GLD-JHB-007
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

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VERITAS
EKSEKUTEURSKAMERS SA | BOARD OF EXECUTORS SA

19 Frikkie de Beer Street
Atterbury Estate , Block 3, 1st Floor
Menlyn Pretoria
Postnet Suite 133
Private bag X25723
Monument Park 0105

17 July 2023

CONSENT TO ACT AS TRUSTEE

I, the undersigned

HENDRIK JOHANNES STEPHANUS BEKKER

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG
Private Bag X7. Johannesburg 2000
2023 -07- 24
GLD-JHB-007
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

Declare as follows:

1. I am an adult male director of the company known as Veritas Eksekuteurskamer SA (Edms) Bpk, 19 Frikkie de Beer Street, Atterbury Estate, Menlyn, Pretoria, 0001

2. I would like to act as trustee for a trust that needs to be established for, **AARON SIPHO SITHOLE, ID Nr; 760126 5699 080** circumstances I am fully aware of as informed by **MILLS & GROENWALD ATTORNEYS**

3. If the court would allow to grant me the appointment, I undertake to perform all activities to the best of my ability in accordance with the legal obligations applicable

____
HENDRIK JOHANNES STEPHANUS BEKKER
VERITAS EKSEKUTEURSKAMER SA (PTY) LTD