

**Companies and Intellectual Property Commission  
Republic of South Africa**

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**Memorandum of Incorporation  
of  
Christoffel-BlindenMission (South Africa Region) NPC**

**Registration number: 1998/010181/08**

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which is referred to in the rest of this Memorandum of Incorporation as the “**Company**”.

The Company is a non-profit company without members, with the following objects:

- A) to provide care for persons with severe disabilities (as is contemplated by Item 2(b) of Parts I and II of the ninth schedule to the Income Tax Act, 1962 (the “**Ninth Schedule**”)), directly or indirectly, and to relieve suffering among persons with disabilities and those at risk of becoming disabled by combating the causes and consequences of disabilities and illness, including (but not limited to) those caused by hunger and poverty throughout the world;
- B) to provide health care services to poor and needy persons (as is contemplated by Item 2(a) of Parts I and II of the Ninth Schedule), directly or indirectly, including (but not limited to) those sick or with disabilities, in order to improve the quality of life of and to empower such persons and particularly aimed at preventing blindness and other disabilities, as well as the diseases which can cause such disabilities, and treating and curing blindness and other disabilities as well as the diseases which can cause such disabilities;
- C) to assist other organisations having similar objectives to the Company, with which the Company is and may in the future be partnering for the purposes of one or more projects (its “**Partners**”) to provide high quality preventative, curative, educational and rehabilitative services;
- D) to promote sustainability and self-reliance through assisting its Partners to strengthen their organizations from technical, operational, leadership and managerial perspectives;
- E) to support its Partners in fulfilling their commission to charitable work;
- F) to promote belief in and the practice of Christianity (as is contemplated by Item 5(a) of Parts I and II of the Ninth Schedule), particularly by witnessing to the biblical teaching and example of Jesus Christ

and providing support to strengthen the social ministry of the local Christian churches, while respecting a person's choice to believe in other faiths;

G) to provide primary health care education (as is contemplated by Item 2(f) of Parts I and II of the Ninth Schedule) particularly aimed at preventing blindness and other disabilities, as well as the diseases which can cause such disabilities;

H) to provide training to severely disabled persons (as is contemplated by Item 4(f) of Parts I and II of the Ninth Schedule), including the educational, vocational and other training of blind and other disabled persons;

I) to promote the appropriate research to combat disabilities and their causes;

J) to undertake disaster relief (as is contemplated by Item 1(d) of Parts I and II of the Ninth Schedule) including (but not limited to) famine relief;

K) to undertake poverty relief (as is contemplated by Item 1(f) of Parts I and II of the Ninth Schedule); and

L) to support other organisations having similar objectives with specialized personnel, expertise, material and financial resources.

### Adoption of Memorandum of Incorporation

This Memorandum of Incorporation amends and replaces the existing memorandum of incorporation of the Company, and is adopted in terms of section 16(1)(c)(i)(aa) of the Companies Act, 2008 (the “Act”) by the directors of the Company, as evidenced by the following signatures made by each of them, or on their behalf:

Name of Director	Identity number	Signature	Date
Benjamin P. Pizer	4503035110088		
Agnes Dyabusa	6406140756084		
Suzanne Stark	8012040212083		

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Act.

In this Memorandum of Incorporation —

- (a) unless stipulated otherwise, a reference to a section by number refers to the corresponding section of the Act;
- (b) words that are defined in the Act bear the same meanings in this Memorandum of Incorporation as in the Act; and
- (c) any reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such statutory provision or enactment, to any enactment which has been replaced or amended, and to any regulation or order made under such statutory provision or enactment.

The schedules attached to this Memorandum of Incorporation (the “Schedules”) form part of this Memorandum of Incorporation.

## Article 1 - Incorporation and Nature of the Company

### 1.1 Incorporation

- (1) The Company is incorporated as a non-profit company, as defined in the Act.
- (2) The Company is incorporated in accordance with, and governed by–
  - (a) the unalterable provisions of the Act that are applicable to non-profit companies;
  - (b) the alterable provisions of the Act that are applicable to non-profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum of Incorporation; and
  - (c) the provisions of this Memorandum of Incorporation.

### 1.2 Objects and Powers of the Company

- (1) The objects of the Company are as set out on the cover sheet of this Memorandum of Incorporation and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are subject to restriction, limitation or qualification, contemplated in section 19(1)(b)(ii), as set out in Part A of Schedule 1 of this Memorandum of Incorporation.
- (2) The Company is not subject to any provision contemplated in section 15(2)(b) or (c).
- (3) Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with –
  - (a) item 1(4)(b)(i) and item 1(4)(b)(ii)(aa) of schedule 1 of the Act; and
  - (b) the provisions, if any, set out in Part B of Schedule 1 of this Memorandum of Incorporation.

### 1.3 Memorandum of Incorporation and Company Rules

- (1) This Memorandum of Incorporation may be altered or amended in the manner set out in section 16, 17 or 152(6)(b), subject to the provisions contemplated in Part C of Schedule 1 of this Memorandum of Incorporation.
- (2) The authority of the Company's board of directors ("**the Board**") to make rules for the Company, as contemplated in section 15(3) to (5) is not limited or restricted in any manner by this Memorandum of Incorporation.
- (3) The Board must publish any rules made in terms of section 15(3) to (5) in accordance with the requirements set out in Part C of Schedule 1 of this Memorandum of Incorporation.
- (4) The Company must publish a notice of any alteration of the Memorandum of Incorporation or any rules made in terms of section 17(1) in accordance with the requirements set out in Part C of Schedule 1 of this Memorandum of Incorporation.

#### **1.4 Optional provisions of the Act do not apply**

The Company does not elect, in terms of section 34(2), to comply voluntarily with the provisions of Chapter 3 of the Act.

#### **1.5 Company not to have members**

As contemplated in Item 4(1) of schedule 1 of the Act, the Company has no members.

### **Article 2 - Directors and Officers**

#### **2.1 Composition of the Board**

- (1) The Board shall comprise of not less than 3 (three) and not more than 15 (fifteen) directors, each of whom is to be appointed in the manner set out in Part A of Schedule 2 and removed in the manner set out in Part D of Schedule 2; provided that the directors appointed from time to time shall all be unconnected in relation to each other and the other directors.
- (2) In addition to the appointed directors contemplated above there shall be not more than 1 (one) non-voting *ex officio* director of the Company, as contemplated in section 66(4), to be designated in the manner specified in Part B of Schedule 2 of this Memorandum of Incorporation.
- (3) In addition to satisfying the qualification and eligibility requirements set out in section 69, to become or remain a director of the Company, a person must satisfy the additional eligibility requirements and qualifications set out in Part C of Schedule 2 of this Memorandum of Incorporation.

#### **2.2 Authority of the Board**

The authority of the Company's Board to manage and direct the business and affairs of the Company, as set out in section 66(1) is limited or restricted to the extent set out in Article 3 read with Part D of Schedule 2 of this Memorandum of Incorporation.

#### **2.3 Board meetings**

- (1) The authority of the Company's Board to consider a matter other than at a meeting, as set out in section 74 is not limited or restricted by this Memorandum of Incorporation.
- (2) The right of the Company's directors to requisition a meeting of the Board, as set out in section 73(1), may be exercised by 1 (one) director, despite the provisions of that section.
- (3) The authority of the Company's Board to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication,

as set out in section 73(3), is not limited or restricted by this Memorandum of Incorporation.

- (4) The authority of the Company's Board to determine the manner and form of providing notice of its meetings, as set out in section 73(4) is limited or restricted to the extent set out in Part E of Schedule 2 of this Memorandum of Incorporation.
- (5) The authority of the Company's Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5)(a) is not limited or restricted by this Memorandum of Incorporation.
- (6) The quorum requirement for a meeting of the Board to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting, as set out in section 73(5), subject to the variations set out in Part E of Schedule 2 of this Memorandum of Incorporation.

#### **2.4 Indemnification of directors**

- (1) The authority of the Company's Board to advance expenses to a director, or indemnify a director, in respect of the defence of legal proceedings, as set out in section 78(4) is limited, restricted or extended to the extent set out in Part F of Schedule 2 of this Memorandum of Incorporation.
- (2) The authority of the Company's Board to indemnify a director in respect of liability, as set out in section 78(5) is not limited or restricted by this Memorandum of Incorporation.
- (3) The authority of the Company's Board to purchase insurance to protect the Company, or a director, as set out in section 78(7) is not limited or restricted by this Memorandum of Incorporation.

#### **2.5 Officers and Committees**

- (1) The Board may appoint any officers it considers necessary to better achieve the objects of the Company.
- (2) The authority of the Company's Board to appoint committees of directors, and to delegate to any such committee any of the authority of the Board as set out in section 72(1), or to include in any such committee persons who are not directors, as set out in section 73(2)(a) is limited, restricted or extended to the extent set out in Part G of Schedule 2 of this Memorandum of Incorporation.
- (3) The authority of a committee appointed by the Company's Board, as set out in section 72(2)(b) and (c) is limited, restricted or extended to the extent set out in Part G of Schedule 2 of this Memorandum of Incorporation.

## Article 3 – Additional Provisions

### 3.1 Borrowing Powers

Subject to the provisions of the Act that are applicable to the Company, directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### 3.2 Meetings of the Board

#### (1) Annual Meeting

The annual meeting of the Board shall be held within 6 (six) months of the financial year end of the Company each year on the date and at the time determined from time to time by the Board, for the purpose of electing officers and directors, considering annual financial statements, appointing an auditor and setting its remuneration, considering the reports of directors and transacting such business as may properly come before the meeting. If the annual meeting is not held during the period designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient. Notice of the annual meeting of the Board shall be consistent with this Memorandum of Incorporation and the Act.

#### (2) Regular Meetings

Meetings of the Board shall take place at least twice per year on notice from the chairperson. Notices of regular meetings shall be consistent with this Memorandum of Incorporation and the Act.

#### (3) Special Meetings

In addition to the annual and regular meetings of the Board, special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the chairperson of the Board, or any 1 (one) director, or, in the case of a committee meeting, by the chairperson of the committee concerned. The person or persons authorised to call special meetings may fix the place for holding any special Board or committee meeting. Notice of special meetings of the Board or committees shall be consistent with this Memorandum of Incorporation and the Act.

#### (4) Place of Meeting

All meetings shall be held at the principal office of the Company or at such other place as may be designated in writing by the chairperson from time to time.

### 3.3 Officers

(1) Positions

The officers of the Company shall include *inter alia* the following:

- (a) chairperson;
- (b) any vice-chairpersons;
- (c) secretary; and
- (d) treasurer

(each an "Officer", and together the "Officers"),

and each shall be elected by the Board. Such Officers shall hold office for such period, have such authority and perform such duties as are provided in this Memorandum of Incorporation or as may be determined by resolution of the Board. Any Officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of chairperson and secretary.

(2) Chairperson

- (a) The Board in its discretion may elect a chairperson from the Board to serve as chairperson of the Board, who, when present shall preside at all meetings of the Board, and who shall have such other powers as the Board may determine from time to time. In the absence of the chairperson at any meeting of the Board, any member of the Board present may be elected to act as chairperson of the meeting concerned. The chairperson shall hold office for such period, have such authority and perform such duties as are provided in this Memorandum of Incorporation or as may be determined by resolution of the Board.
- (b) The chairperson shall chair all meetings of the Board. In the case of an equality of votes the chairperson shall have a second, casting vote. In circumstances where a chief executive officer has not been appointed by the Board, the chairperson shall represent the Company in its dealings with outside persons and organisations in accordance with the principles and policies determined by the Board, until a chief executive officer has been appointed. While acting in that capacity, the chairperson shall, subject to the Board's control, supervise and control all of the assets, business and affairs of the Company. The chairperson shall sign deeds, mortgages, bonds, contracts, or other instruments for and on behalf of the Company in his capacity as the chairperson thereof, except when the signing and execution thereof have been expressly delegated by the Board or



by this Memorandum of Incorporation to some other officer or agent of the Company or are required by law to be otherwise signed or executed by some other officer or in some other manner. The chairperson may delegate authority to any other officer or representative of the Company to execute routine deeds, mortgages, bonds, contracts, or other instruments. In general, the chairperson shall perform all duties incidental to the office of chairperson together with such other duties as are assigned to him or her by the Board from time to time.

(3) Vice-chairpersons

The Board may elect one or more vice-chairpersons from time to time who shall assist the chairperson in carrying out the programmes and implementing the policies of the Company. In the event of the absence of the chairperson or his or her inability to act as such, the vice-chairperson (or if there is more than one vice-chairperson, the vice-chairperson who was designated by the Board as the successor to the chairperson, or if no vice-chairperson is so designated, the vice-chairperson who was appointed as such the earliest) shall perform the duties of the chairperson, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions applicable to the office of the chairperson. To the extent that the chairperson is not present within fifteen minutes from the time appointed for the start of a Board meeting, the vice-chairperson shall act as chairman for that Board meeting. Vice-chairpersons shall have, to the extent specifically authorised in writing by the chairperson or the Board from time to time, the same powers as the chairperson to sign deeds, mortgages, bonds, contracts or other instruments and/or to delegate such function to any other officer or representative of the Company. Vice-chairpersons shall perform such other duties as from time to time may be assigned to them by the chairperson or the Board.

(4) Secretary

The secretary shall be responsible for (a) ensuring that minutes of meetings of the Board are recorded and maintained, and to the extent minutes of meetings of committees of the Board are recorded, that such minutes are maintained; (b) ensuring all notices are duly given in accordance with the provisions of this Memorandum of Incorporation or as required by law; (c) being the custodian of the corporate records of the Company or being responsible for ensuring that that an appropriate person or entity is appointed to act as such custodian; (d) ensuring that records are kept of the name and address of each director and each officer of the Company; (e) signing with the chairperson, or such other officer as is authorised by the chairperson or the Board, deeds, mortgages, bonds, contracts, or other instruments; and (f) generally performing all duties incident to the

office of secretary and such other duties as may be assigned to him or her by the chairperson or the Board from time to time (as the case may be).

(5) Treasurer

The treasurer shall (a) have charge of and be responsible for all funds and securities of the Company; (b) ensure that monies due and payable to the Company from any source whatsoever are properly received and that receipts are given for such monies; (c) ensure that all such monies are deposited in the name of the Company in banks, trust companies or other depositories selected by the Board in accordance with the provisions of this Memorandum of Incorporation; (d) be responsible to the Board that proper books of account of all monies received and paid by the Company are written up, preserved and are available for inspection; and (e) generally perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the chairperson or the Board from time to time (as the case may be).

(6) Election and Term of Office

The Officers of the Company shall be elected each year by the Board at its annual meeting. Unless an Officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board or, if later, until his or her successor is elected (as the case may be).

(7) Vacancies

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

(8) Resignation

Subject to the terms of any applicable contract between the Company and the Officer, any Officer may resign at any time by delivering a written notice to the Board to this effect in accordance with the Act. Any such resignation shall be without prejudice to the contractual rights of the Company and shall take effect at the time specified in the written notice, or if the time is not specified, upon delivery thereof. Unless otherwise specified in the written notice delivered to the Company, the acceptance of such resignation shall not be necessary to make it effective.

(9) Removal

Any Officer elected or appointed by the Board may be removed from office, with or without cause, by the Board, but such removal shall be without prejudice to the contractual rights, if any, of the Officer being removed.

(10) Compensation: Contractual Rights

Officers may receive reimbursement for reasonable expenditures incurred on behalf of the Company but are not entitled to it, nor are they entitled to any other compensation. Election or appointment of an Officer shall not in itself create contractual rights.

**3.4 Financial Year**

The financial year end of the Company shall be the end of December.

## **Schedule 1 – Incorporation and Nature of the Company**

### **Part A: Limits on the purposes or powers of the Company**

- (1) The activities and resources of the Company shall be applied solely towards the promotion of its objects, and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the employees, officers, directors or other fiduciaries of the Company, or to any entity controlling or controlled by the Company, provided that nothing contained herein shall prevent the payment in good faith of reasonable remuneration to any employee or other fiduciary (but not director or chairperson) of the Company in return for any services actually rendered to the Company; or any reasonable expenses actually and properly incurred by such employee, officer, director or other fiduciary (as the case may be) in connection with the operations of the Company, as sanctioned by the Board.
- (2) The Company shall not accept a donation that is revocable at the option of the donor for reasons other than a material failure by the Company to conform to the designated purposes and conditions of such donation (including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act 1962, the "**Income Tax Act**") or which imposes conditions which could enable the donor (not being an approved public benefit organisation as defined in terms of the Income Tax Act or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Income Tax Act which has as its sole or principal object the carrying on of any public benefit activity) or any connected person in relation to such donor to derive some direct or indirect benefit from the application of the donation.
- (3) Should this Memorandum of Incorporation be amended, the Board shall procure that a copy of such amendment be submitted to the Commissioner of the South African Revenue Services to ensure that the registration of the Company as a public benefit organisation in terms of the Income Tax Act is preserved.

### **Part B: Distribution of the assets of the Company upon winding-up**

- (1) Upon the winding-up, deregistration or dissolution of the Company, the assets of the Company remaining after the satisfaction of all the Company's liabilities shall be donated and transferred to one or more other public benefit organisations as defined in terms of the Income Tax Act, whose main object is to carry on public benefit activities similar to the main object of the Company.
- (2) Neither the past or present directors nor any juristic person appointing a director of the Company shall be entitled to any part of the net value of the Company in case of the winding-up, deregistration or dissolution of the Company.

**Part C: Publication of alterations, rules and notices**

- (1) The Board may publish any rules made in terms of section 15(3) to (5) in any manner permitted by the Act, including, without limitation, by electronic notification.
- (2) The Board may publish a notice of any alteration of this Memorandum of Incorporation or the rules of the Company, made in terms of section 17(1), in any manner permitted by the Companies Act, including, without limitation, by electronic notification.

**Schedule 2 – Directors of the Company**

**Part A: Number, appointment and resignation of directors**

- (1) The directors of the Company as at the date of filing this Memorandum of Incorporation are those listed on page 3 hereof.
- (2) Subject to (6) below, at the annual meeting of the Board, the directors shall propose candidates for appointment as directors by submitting written notice to the Board for each candidate, signed by the director so nominating and also signed by the candidate, indicating his or her willingness to be elected, whose appointment shall be subject to the approval of the Board. All retiring directors who are eligible for re-election and willing to be elected may be nominated for re-election. Any retiring directors who are not re-elected to the Board shall retire from the Board at the end of the annual meeting.
- (3) The boards of directors of CBM Ev (Germany) and CBMI (Switzerland) may by written notice to the chairperson of the Board each have the power to appoint one director to the Board, who shall serve on the Board, subject to CBM Ev (Germany)'s or CBMI (Switzerland)'s power, as the case may be, to remove its nominated director from the Board on written notice to the chairperson. Should the directors nominated by CBM Ev (Germany) or CBMI (Switzerland) retire or be removed from the Board for any reason whatsoever, CBM Ev (Germany) and CBMI (Switzerland) shall each be entitled to nominate a successor director.
- (4) Any director may resign as such at any time by delivering notice, in any manner and by any means permitted under the applicable law, to the chairperson at the principal office of the Company, or by delivering such notice at any meeting of the Board. Any such resignation shall take effect at the date and time specified therein, or if the date and/or time is/are not specified, upon delivery thereof. The Board may appoint a temporary successor director in the place of the resigning director with effect from the date of his/her resignation, who will serve as a director until

the next annual meeting of the Board or until removed in accordance with this Memorandum of Incorporation.

**Part B: Appointment and powers of chief executive officer**

- (1) The Board may appoint a chief executive officer, who shall be an *ex officio* director of the Company for such term and at such remuneration by way of salary as they may consider fit and may revoke such appointment subject to the terms of any agreement entered into in any particular case.
- (2) Subject to any applicable legislation and this Memorandum of Incorporation, the Board may entrust to or confer upon the chief executive officer such powers and authorities vested in them as they may think fit and may confer such powers and authorities for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient and they may confer such powers and authorities either collaterally or to the exclusion of, or in substitution for, all and any of the powers and authorities of the directors and may from time to time revoke or vary all or any of such powers and authorities.
- (3) The powers and authorities of the chief executive officer shall be set out in his or her contract of employment with the Company and shall not exceed the powers and authorities set out thereunder.

**Part C: Eligibility and term of office of directors**

- (1) Directors shall be individuals who have reached the legal age of majority (as it is determined in accordance with the laws of the Republic of South Africa) and shall have such other qualifications and/or competencies as the Board may prescribe by resolution or amendment to this Memorandum of Incorporation from time to time.
- (2) Any director, including the incorporators, may serve a maximum of three consecutive terms (each term being a maximum of three years), and shall not be disqualified by reason of having served previously as a director; provided that a director who has served three consecutive terms of office on the Board may be re-elected to the Board after a one-year period of absence from the Board, for a maximum of one further term.
- (3) Any director who holds any other office of profit under the Company shall immediately become ineligible to act as director and shall be disqualified.

- (4) Any director who, without the consent of the Board, is absent from three consecutive meetings of the Board shall immediately become ineligible to act as director and shall be disqualified.

**Part D: Matters requiring majority vote of the Board**

- (1) Subject to the provisions of the Companies Act and this Memorandum of Incorporation, the Company may not, except with the affirmative vote of the majority of the Board in office: (a) remove any director or the chairperson; (b) adopt a plan of merger or consolidation with another non-profit company; (c) authorise the disposal, sale, lease, exchange or pledging as security of all or substantially all of the property and assets of the Company; (d) authorise the voluntary winding up of the Company, commence business rescue proceedings or revoke proceedings therefor; (e) adopt a plan for the distribution of the assets of the Company; (f) initiate or resolve litigation in which the Company is a party if the litigation or resolution would have a material adverse effect on the financial well-being or public perception of the Company; or (g) change the fundamental purposes of the Company.
- (2) Each director shall perform the duties of a director, including the duties as a member of any committee of the Board upon which the director may serve, in good faith, and in a manner that such director believes to be in the best interests of the Company, and with such care (including, without limitation, reasonable inquiry) as an ordinarily prudent person in a like position would use under similar circumstances.
- (3) Without restricting the generality of the powers and duties conferred upon the directors of the Company by operation of law and in terms hereof, the directors shall at all times be vested with such powers to deal with the assets of the Company as they in their exclusive discretion deem necessary to control, manage and/or invest such assets in accordance with the objects of the Company and not for their personal benefit, but subject always to the provisions of the Income Tax Act (insofar as they apply to public benefit organisations as defined in terms of the Income Tax Act), the Act, and the provisions of the Company's Memorandum of Incorporation. The extent of such powers must be construed in accordance with and subject to the objects of the Company.

**Part E: Meetings of directors**

- (1) Subject to section 73(5), written notice of at least 15 (fifteen) days before a meeting of the Board is to begin shall be given to all of the directors.
- (2) If and for so long as the number of directors is reduced below the number fixed by this Memorandum of Incorporation as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, but for no other

purpose. Any director so appointed shall hold office only until the next following annual meeting of the Board.

**Part F: Advancing of expenses and indemnification of directors**

The Company may advance expenses to a director to defend litigation in any proceedings arising out of the director's service to the Company; and may directly or indirectly indemnify a director for any such expenses, subject to section 78(6).

**Part G: Power of the Board to appoint committees**


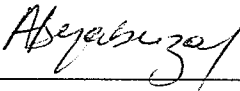
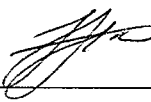
- (1) The Board may designate and appoint one or more standing or temporary committees. Subject to the provisions of this Memorandum of Incorporation, the Board shall have the power to fill vacancies in, to change the size or membership of, and to discharge any committee.
- (2) Each committee so designated by the Board shall have and exercise the authority of the Board in the management of the Company, subject to such limitations as may be prescribed by applicable law, this Memorandum of Incorporation, or the Board (as the case may be), except that no committee shall have the authority to take any of the actions described in Part D(1) of Schedule 2 of this Memorandum of Incorporation. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual director of any responsibility imposed upon the Board or any individual director by law or this Memorandum of Incorporation.
- (3) Any committee designated to have and exercise the authority of the Board shall include at least 3 (three) directors. A majority of the members of the committee shall constitute a quorum. An act or decision of the majority of the members of a committee present at a meeting at which a quorum is present shall be an act of the committee.
- (4) A vacancy in a committee position due to death, resignation, removal, disqualification or any other cause may be filled by the Board for the unexpired portion of the term concerned or for a new term established by the Board.
- (5) Any member of any committee may resign at any time by delivering written notice thereof to the chairperson of the relevant committee, the chairperson of the Board or the secretary of the Company, or by giving written notice at any meeting of such committee. Any such resignation shall take effect at the time and date specified in the notice, or if the time and/or date is not specified, upon delivery of the notice.



(6) The Board may remove any member of any committee with cause.

### Adoption of Memorandum of Incorporation

This Memorandum of Incorporation amends and replaces the existing memorandum of incorporation of the Company, and is adopted in terms of section 16(1)(c)(i)(aa) of the Companies Act, 2008 (the "Act") by the directors of the Company, as evidenced by the following signatures made by each of them, or on their behalf:

Name of Director	Identity number	Signature	Date
Benjamin P. Pizer	4503035110088		18.07.2013
Agnes Dyabusa	6406140756084		18.07.2013
Suzanne Stark	8012040212083		18/07/2013

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Act.

In this Memorandum of Incorporation —

- (a) unless stipulated otherwise, a reference to a section by number refers to the corresponding section of the Act;
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- (c) any reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such statutory provision or enactment, to any enactment which has been replaced or amended, and to any regulation or order made under such statutory provision or enactment.

The schedules attached to this Memorandum of Incorporation (the "**Schedules**") form part of this Memorandum of Incorporation.

**Special Resolution**

Registration No. of company  
1998/010181/08

Name of company **CHRISTOFFEL-BLINDENMISSION (SOUTH AFRICAN REGION) NPC**

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**Notice of meeting has been waived.**

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**CONTENTS OF RESOLUTION**

**Resolved:**

1. That the **Memorandum and Articles of Association** be replaced with the **Memorandum of Incorporation**, attached hereto, marked "Annexure A".

Name and Title of person signing on behalf of the Company:

Natasha du Plessis on behalf of BENJAMIN PETER PIZER (director)

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Authorised Signature:

*Nduin*

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Name of company **CHRISTOFFEL-BLINDENMISSION (SOUTH AFRICAN REGION) NPC**

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Postal address **PO BOX 5294, TYGER VALLEY, CAPE TOWN, WESTERN CAPE, 7536**

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