

**THE LEAGUE OF FRIENDS OF THE BLIND (W/O 0025)**  
**CONSTITUTION**

**1. NAME AND AREA**

- 1.1 The name of the association shall be The League of Friends of the Blind, otherwise known as LOFOB.
- 1.2 The area in which business will be carried on shall be the Republic of South Africa and further afield.
- 1.3 The Head Office of LOFOB shall be in Grassy Park or as the executive committee may from time to time decide

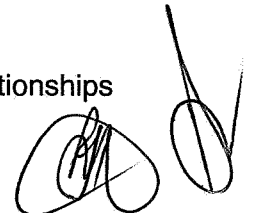
**2. OBJECTS**

The objects of LOFOB shall cover services to all visually impaired persons, but more particularly to those of the historically disadvantaged communities and shall be:

- 2.1 to provide early childhood development, educational, vocational, cultural, sport, recreational, independence development, advocacy and support services, as well as accommodation.”
- 2.2 to create awareness and to take the necessary steps in regard to the prevention of blindness.
- 2.3 To act as Trustees for any special grant or fund for a particular purpose.
- 2.4 To provide any assistance not specified above.
- 2.5 To co-operate with any other societies having similar objects, in providing any of the services formulated in this rule.

**3. STATUS AND POWERS OF THE ORGANISATION**

- 3.1 The organisation shall exist in its own right independently from its members and shall have perpetual succession.
- 3.2 The organisation shall be a corporate entity and can sue and be sued in its own name.
- 3.3 The organisation shall have the power to sign contracts and enter into relationships as set out in this constitution.

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**3A POWERS OF ORGANISATION IN RESPECT OF THE "A" SHARES**

3A.1 *In this paragraph 3A.1, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them and cognate expressions shall bear corresponding meanings –*

3A.1.1 **"A Shares"** means the ordinary class "A" shares having a par value of R0.0059 (point zero zero five nine rand) each in the share capital of BCG bearing the rights and privileges as set out in the articles of association of BCG;

3A.1.2 **"BCG"** means Business Connexion Group Limited, registration number 1988/005282/06, a limited liability public company duly incorporated in accordance with the laws of South Africa and registered on the main board of the securities exchange owned and operated by JSE Limited, a limited liability public company duly incorporated in the Republic of South Africa;

3A.1.3 **"Closing Date"** means the 3<sup>rd</sup> (third) business day following the date upon which the Subscription Agreement becomes unconditional in accordance with its terms;

3A.1.4 **"Lock-in Period"** means the period commencing on the Closing Date and ending on –

3A.1.4.1 the 5<sup>th</sup> (fifth) anniversary of the Closing Date; or

3A.1.4.2 the Participation Date,  
whichever occurs the latest in time;

3A.1.5 **"Participation Date"** means the "Participation Date" as defined in the Subscription Agreement; and

3A.1.6 **"Subscription Agreement"** means the share subscription agreement to be entered into between LOFOB and BCG in terms of which, inter alia, LOFOB subscribes for and BCG allots and issues to LOFOB an initial 1,710,000 (one million seven hundred and ten thousand) "A" Shares at a purchase price equal to R10,089.00 (ten thousand and eighty nine rand).

3A.2 Subject to any other restrictions contained herein, the members powers shall include the following -

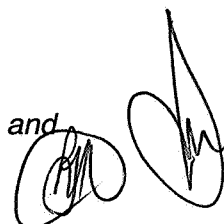
3A.2.1 borrowing monies either from BCG, any subsidiary of BCG or from third parties, for the purpose of subscribing for the "A" Shares, subject to the provisions of the Companies Act, No 61 of 1973 in respect thereof;

3A.2.2 purchasing and/or subscribing for the "A" Shares, and holding such "A" Shares, for the purpose of giving effect to the objects of LOFOB as described in paragraph 2 and to selling or otherwise disposing of all or any of the "A" Shares from time to time acquired and/or held by LOFOB, subject to the provisions of the Subscription Agreement and the articles of association of BCG;

3A.2.3 to enter into all agreements relevant to LOFOB's holding of "A" Shares, including without limitation –

3A.2.3.1 the Subscription Agreement; and

3A.2.3.2 one or more agreements to amend or novate the Subscription Agreement; and



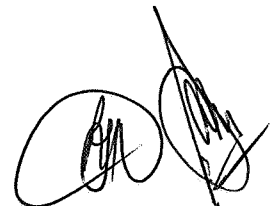
- 3A.2.4 *exercising voting rights and other rights or benefits attaching to or derived from the "A" Shares.*
- 3A.3 *Notwithstanding any other provision of this clause 3A, the members shall not be entitled to sell, transfer, encumber, cede, pledge, hypothecate, or otherwise alienate the "A" Shares or any right or interest therein for the duration of the Lock-in Period.*
- 3A.4 *For so long as LOFOB holds any "A" Shares –*
- 3A.4.1 *the constitution shall not be capable of being amended to the extent that such amendment would result in LOFOB failing to comply with its obligations to BCG in terms of the Subscription Agreement; and*
- 3A.4.2 *LOFOB will not have any capacity nor will the members have any power to enter into any transaction relating to LOFOB which would result in LOFOB failing to comply with its obligations to BCG in terms of the Subscription Agreement, without the prior written consent of BCG.*

#### **4. MEMBERSHIP**

- 4.1 Subject to the approval of the Executive Committee membership shall be granted upon completion of an official application for membership form and payment of an annual membership fee as may be determined by the Executive Committee from time to time.
- 4.2 Membership fees shall be payable for a year commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March and shall be paid as soon as possible after the 1<sup>st</sup> of April in order to be eligible to exercise membership rights at any meeting or event relative to that period. Should membership fees remain outstanding for more that 30 days after the 1<sup>st</sup> April or should a member fail to abide by the regulations, the Executive Committee may terminate such member's membership on notice to the member to that effect.
- 4.3 A member shall have the right to exercise a vote at all general meetings.

#### **5. LOCAL COMMITTEES**

- 5.1 Local committees established prior to 1999, continue to exist until such time as the members decide to dissolve or their membership drop to below 7 persons.

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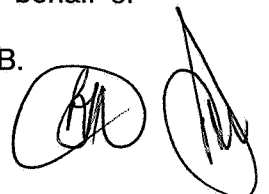
- 5.2 Local committees shall carry out any of the functions as set out in Clause 2 of the Constitution in so far as it concerns them locally, except that it may initiate, with the consent of the Executive Committee, any project having a wider appeal.
- 5.3 Should a local committee wish to dissolve, it shall inform the Head Office of its intention, stating its reasons and conversely, if the Executive Committee is of the opinion that any local committee should be dissolved the Executive Committee shall convene a meeting of the members of the local committee concerned in order to get their opinion as to whether the local committee shall be dissolved.
- 5.4 Should a local committee be dissolved, all its books and possessions shall be handed over to the Head Office within 30 days of such dissolution.
- 5.5 Should a local committee not comply with Clause 5.4, the Executive Committee may institute legal action to obtain these and it shall be a charge against the officials, jointly and severally of the local committee at the time of the dissolution.

## **6. FRIENDS OF LOFOB COMMITTEES**

In order to promote community involvement, The Executive Committee may by charter establish "Friends of LOFOB Committees".

## **7. INDEMNIFICATION OF OFFICIALS, OFFICE BEARERS, EMPLOYEES AND COMMITTEE MEMBERS**

- 7.1 The office bearers, employees and committee members of LOFOB, provided that they have not acted in a manner which would constitute misconduct, and provided that they have acted in accordance with this constitution, shall be indemnified by LOFOB against all proceedings, whether civil or criminal, costs and expenses incurred by reason or omission, done in performance of their duties on behalf of LOFOB and they shall not be personally liable for any of the debts of LOFOB.



**8. EXECUTIVE AND OTHER COMMITTEES**

8.1 The management of LOFOB shall rest in the Executive Committee which shall:

8.1.1 exercise such powers as may be necessary to carry out the objects of LOFOB.

8.1.2 have the power to co-opt for any period, persons to fill any vacancy on the Executive or for any special purpose, with the proviso that the number of co-opted members, who shall not have a vote, shall not exceed 40% of the total elected members of the executive committee at any one time.

8.1.3 Prescribe procedure for the meetings of LOFOB or of any committee of LOFOB, which shall not be in conflict with the general principles of this constitution.

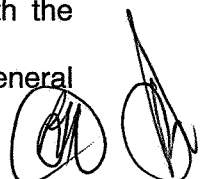
8.1.4 Administer and manage the affairs of LOFOB.

8.2 The Executive Committee shall consist of the following, all elected at the Annual General Meeting.

8.2.1 A President who shall generally exercise supervision over the affairs of LOFOB and perform such other duties as by usage and custom pertain to the office. He shall, ex-officio, be a member of all Committees and shall preside at the Annual General Meeting and meetings of the Executive where he shall have only a deliberative vote. It will be expected of the President to employ whatever opportunities are created or offered for the purpose of enhancing the esteem and image of LOFOB. In the case of urgency, the President shall be competent, in consultation with the Director, to make decisions and/or give instructions in regard to any matter and shall report thereon at the earliest opportunity to the appropriate committee. The President shall not serve longer than three consecutive years.

8.2.2 A Vice-President who shall exercise powers and perform the duties of the President in his/her absence.

8.2.3 A Treasurer who shall countersign all cheques drawn on the banking account of LOFOB, present a statement of the finances of LOFOB at every ordinary meeting of the Executive Committee and draft the annual budget with the Executive Director and present the financial statement to the Annual General



Meeting. The Treasurer shall be chairman of the Finance and General Purposes Committee.

8.2.4 up to six (6) other members to be elected at the Annual General Meeting.

8.2.5 The Executive Director shall ex-officio be a member of the Executive Committee, without the right to vote.

8.3 Nominations for the positions on the Executive Committee shall be submitted to the Executive Director in writing, as soon as possible after 1 April but no later than 1 May. The nomination shall be signed by proposer and the nominee.

8.3.1 The Executive Director shall ascertain if the nominee qualifies to be nominated and certify that the nomination is in order or otherwise.

8.4 Any person who has been a member in good standing of LOFOB for at least twelve (12) months and who has attended the LOFOB volunteer induction course shall be eligible to serve on the Executive Committee.

8.5 The Executive Committee is empowered to delegate certain powers and/or duties and/or responsibilities to other committees, any office bearers and the Executive Director.

8.6 In the event of any situation or contingency arising, which is not covered by this Constitution, the Executive Committee is empowered to take the necessary steps to deal with such situation or contingency in the best interest of LOFOB.

8.7 The first meeting of the Executive Committee shall be held within 30 days after the Annual General Meeting and thereafter at approximately three monthly intervals.


8.8 There shall be constituted a Finance and General Purposes Committee to attend to matters appertaining to the finances of LOFOB, and to all other matters requiring attention between meetings of the Executive Committee.

8.8.1 The Finance and General Purposes Committee shall consist of:

The President

The Vice President

The Treasurer

Handwritten signatures of the President and Treasurer.

With powers to co-opt.

- 8.8.2 The Finance and General Purposes Committee shall have a meeting on a monthly basis between meetings of the Executive Committee and as otherwise may be required.
- 8.9 Fifty percent plus one of the members of a committee shall be a quorum.
- 8.10 The term of office of the Executive and all committees shall terminate upon the election of the new Executive Committee or any other committee replacing the existing committee.
- 8.11 The Executive Committee may from time to time appoint committees to perform specific functions.

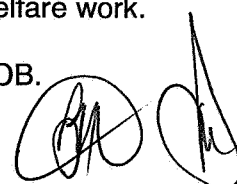
## **9. STAFF**

The staff of LOFOB shall consist of:

- 9.1 A Chief Executive Officer named the Executive Director.
- 9.2. Such professional, administrative and domestic staff as determined by the Executive Committee and/or the Finance and General Purposes Committee.
- 9.2.1 The responsibility for the employment and dismissal of staff shall rest with the Executive Committee except that the said committee may, delegate this duty to be performed on its behalf by the Finance and General Purposes committee or the Executive Director.
- 9.2.2 The conditions of service of the staff, shall be determined by the Executive Committee in terms of relevant legislation, except that the said committee may by resolution delegate the authority to the Finance and General Purposes Committee.

## **10. LIFE MEMBERS AND PATRON**

- 10.1 Honorary life membership may be bestowed by LOFOB on any person because of his/her special interest in and/or contribution made to the cause of blind welfare work.
- 10.2 The Executive Committee may from time to time appoint a patron for LOFOB.



**11. REPRESENTATION TO AUTHORITIES**

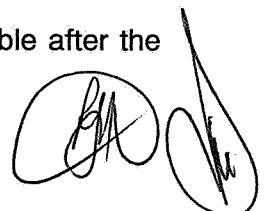
- 11.1 No representation shall be made on behalf of LOFOB to any State Authority, national or international organisation except through the Executive Committee

**12. FINANCE AND IMMOVABLE PROPERTY**

- 12.1 The funds of LOFOB shall consist of membership fees, donations in cash or kind, endowments, bequests, gifts of land, other property or assets and money raised by other means approved by the Executive.
- 12.2 All funds received by LOFOB shall be deposited to its credit in a banking account with a registered financial institution.
- 12.3 Subject to the provisions of paragraph 3A the Executive may acquire, by purchase, lease or otherwise, moveable and immovable property, and also mortgage, sell or otherwise deal with or dispose of such property. It may enter into contract for the erection, remodelling, reconstruction, repair or demolition of any of LOFOB's buildings.
- 12.4 The Title Deeds of LOFOB's properties shall be registered in the name of The League of Friends of the Blind.
- 12.5 The financial year of LOFOB shall end on 31<sup>st</sup> of March.
- 12.6 At no time shall LOFOB's accountant and auditors be of the same firm.
- 12.7 Any property or income of LOFOB shall be utilised solely in the furtherance of its aims and objects and no property or income shall be transferred directly or indirectly in any manner whatsoever so as to profit any person other than by way of the payment in good faith of reasonable remuneration to any officer or employee of LOFOB for any services actually rendered to it.

**13. ANNUAL GENERAL MEETING**

- 13.1 The Annual General Meeting of LOFOB shall be held as soon as possible after the 31<sup>st</sup> of March but no later than 31<sup>st</sup> July.



**14. NOTICE OF MEETINGS**

14.1 Written notice of meetings shall be given by the Executive Director to each member entitled thereto at least 21 days before the meeting in the case of the Executive Committee and at least 7 days in the case of all other committee meetings. Notice for the Annual General Meeting shall be given at least 30 days before the meeting.

**15. DECISION MAKING**

15.1 Where necessary, all matters at any meeting of LOFOB, or its committees shall be decided by a simple majority vote in favour except as otherwise indicated in 16.2.

15.2 Voting shall be by show of hands except in the case of elections or where decisions around persons are to be made.

15.3 Minutes will reflect only resolutions taken.

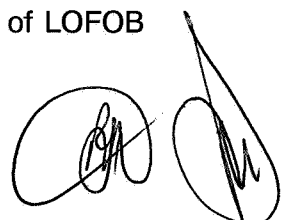
**16. ALTERATIONS TO THE CONSTITUTION**

16.1 Written notice of proposed amendments to the Constitution must be submitted to the Executive Director who shall ensure that due notice is given for a special general meeting to amend the constitution.

16.2 Any proposed amendments to the Constitution shall have immediate effect if carried by a majority of at least two thirds of the members present at the Annual General Meeting or at a Special General Meeting convened for the purpose of amending the Constitution.

**17. DISSOLUTION OF LOFOB**

17.1 LOFOB can only be dissolved by at least two-thirds majority vote at a Special Meeting called for this specific purpose and for the purpose of disposing of LOFOB assets.



- 17.2 This Special Meeting as contemplated in 17.1 shall consist of all paid up members as well as a representative of any State Department from which a grant has been received.
- 17.3 At least twenty-one days written notice shall be given of such meeting as contemplated in 17.1.
- 17.4 At no time shall LOFOB as such declare or otherwise divide the profit amongst, or for the benefit of its members.
- 17.5 If upon dissolution of the association there remain any assets whatsoever after the satisfaction of all its debts and liabilities, such assets shall not be paid to or distributed among its members.

Such assets shall be given to such other organisation(s), preferably having similar objects and which is/are registered in terms of the Non Profit Organisations Act, (Act No.71 of 1999).

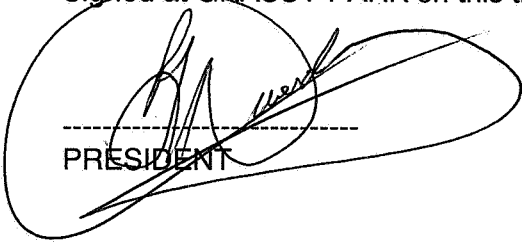
This may be decided either by the members, at the General Meeting at which it was decided to dissolve the Association or in default of such decision as may be decided by a duly appointed representative of the State.

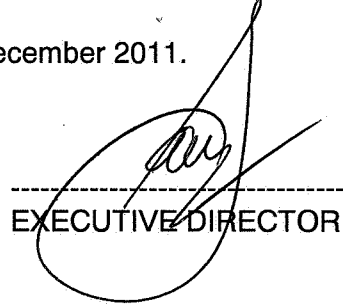
**AS AMENDED ON WEDNESDAY 15 SEPTEMBER 2010**

We, the undersigned, hereby certify that the above is the Constitution of  
THE LEAGUE OF FRIENDS OF THE BLIND (NPO 002-921), as adopted on  
12<sup>th</sup> June 1999 and AMENDED ON 17 June 2010 and 15 September 2010



Signed at GRASSY PARK on this the 7th day of December 2011.

  
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PRESIDENT

  
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EXECUTIVE DIRECTOR

