

DEED OF TRUST ESTABLISHING THE SEEDS TO FEEDS FOUNDATION

Justin Connor
Elza Van Boxel
Ange Holtslag
TRUSTEES

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JH
EV
AH

CONTENTS

1. NAME OF TRUST	2
2. DEFINITIONS AND INTERPRETATION	2
3. DECLARATION OF TRUST	3
4. POWERS AND DISCRETIONS OF TRUSTEES	3
5. CHARITABLE PURPOSES	4
6. APPLICATION OF TRUST FUND	4
7. TRUSTEES.....	4
8. MANAGEMENT OF THE TRUST	6
9. LIABILITY AND INDEMNITY OF TRUSTEES	8
10. INTERESTED TRUSTEE	8
11. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS	8
12. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS	9
13. ALLOCATION OF RECEIPTS	9
14. APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEE	10
15. INCORPORATION	10
16. OFFICE OF THE TRUST	10
17. SEAL 10	
18. WINDING UP OF TRUST	10
19. ALTERATION OF TERMS OF DEED	10
20. NOTICE	10
21. WHERE UNANIMOUS DECISION UNABLE TO BE REACHED	11
SIGNED AS A DEED	11

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DEED OF TRUST dated

2020

PARTIES

Justin Connor

Elza van Boxel

Ange Holtslag

("Trustees")

INTRODUCTION

- A. The Trustees hold the sum of ten dollars upon the trusts, and for the charitable purposes, with and subject to the powers and discretions, set out in this deed.
- B. It is anticipated that further property may from time to time be acquired by the Trustees for the purposes of the Trust.

COVENANTS

1. NAME OF TRUST

- 1.1 The trust created by this deed shall be known as **the Seeds to Feeds Foundation**.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

In this deed, unless the context otherwise requires:

"**charitable purposes**" means every purpose within New Zealand which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community, and shall include any trust established solely and exclusively for charitable purposes.

"**clause**" is, unless otherwise qualified, a reference to a clause of this deed.

"**company**" includes a corporation or other body corporate and a body of persons (whether incorporated or not).

"**person**" and words importing a person or persons include a company, firm, organisation or trust and any state, government or governmental agency.

"**property**" means any real or personal property of any kind or nature and includes any right or interest therein.





"Trust" means the trust established by this deed.

"Trustees" means the trustees for the time being of the Trust, whether original, additional or substituted.

"Trust Fund" means the sum of ten dollars referred to in the introduction to this deed, the property from time to time representing that sum, any further property which may in the future be acquired by the Trustees from any source whatever for the purposes of the Trust, the moneys and investments from time to time representing such property, and, unless inconsistent with the context, the income received from such property.

2.2 Interpretation:

In this deed:

- (a) except as otherwise expressly provided by this deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Fund vested in the Trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing one gender include the other genders;
 - (iii) words denoting natural persons include companies; and
 - (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted, and
- (c) headings have been inserted for guidance only and shall not be deemed to form part of the context of this deed.

3. DECLARATION OF TRUST

- 3.1 The Trustees declare and acknowledge that the Trustees shall hold the Trust Fund upon the trusts, and with and subject to the powers and discretions, contained in this deed.

4. POWERS AND DISCRETIONS OF TRUSTEES

- 4.1 **Powers:** To achieve the purposes of the Trust the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by this deed, may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund, and accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees, in accordance with agreements made by the trustees with respect to the Trust Fund.

- 4.2 **Discretions:** Except as otherwise expressly provided by this deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.



5. CHARITABLE PURPOSES

- 5.1 **Purposes:** The Trustees shall hold the Trust Fund upon trust to pay or apply in New Zealand the income and the capital of the Trust Fund in such amounts, at such times, and subject to such terms and conditions, as the Trustees may decide for all or any of the following purposes:
- (a) to promote mental and emotional health and wellbeing in New Zealand by increasing the number of supportive relationships in our communities and reducing the amount of marginalisation, isolation and loneliness experienced by people in our communities; and
 - (b) to promote food security and improve disaster resilience by educating, training and motivating New Zealanders to grow, process and preserve food within their local communities;
 - (c) to relieve poverty in communities by providing locally grown and prepared food to people in need;
 - (d) such other charitable purposes as the Trustees may decide.

5.2 **Means of achieving purposes:** The Trustees may, in order to achieve the purposes of the Trust, in addition to all other powers vested in the Trustees:

- (a) facilitate community-based seminars, workshops, training programmes, dinners and other food-related events to celebrate and promote the production of food by people in those communities
- (b) facilitate representation from multiple local communities to develop and implement collaboration strategies to increase the quantity and quality of food production across all participating communities
- (c) provide community co-design services to encourage strong networks and increase the sense of belonging and social cohesion experienced by the members of communities; and
- (d) undertake such other activities and enterprises to further the charitable purposes of the Trust as the Trustees may decide.

6. APPLICATION OF TRUST FUND

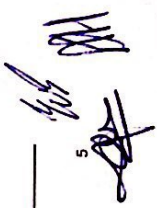
- 6.1 The Trustees may in any year:
- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any of the purposes of the Trust;
 - (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for that year; and
 - (c) set aside reserves or accumulations for future use or application.

7. TRUSTEES

7.1 **Signatories to be first Trustees:** The persons named in this deed as Trustees shall be the first Trustees of the Trust.



- 7.2 **Number of Trustees:** The number of Trustees shall not be less than two. Should a vacancy reduce the number of Trustees below two, the vacancy shall be filled as soon as practicable in accordance with the terms of this deed.
- 7.3 **Cessation of office of Trustee:** Any person shall cease to be a Trustee if he, she or they:
- (a) resign as a Trustee by giving notice in writing to the Trust;
 - (b) fail or neglect to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance;
 - (c) become of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;
 - (d) become insolvent or commits an act of bankruptcy;
 - (e) die;
 - (f) are removed from office by the other Trustees in accordance with the terms of this deed; or
 - (g) cease to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005.
- The Trustee concerned shall cease to hold office:
- (h) in a case where sub-paragraph (a) applies, in accordance with clause 7.4 of this deed;
 - (i) in a case where sub-paragraph (b) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
 - (j) in cases where sub-paragraphs (c) to (g) apply, from the date of the event mentioned.
- 7.4 **Resignation of Trustee:** A Trustee may resign by giving notice in writing to the other Trustees or to the secretary of the Trust. On and from the date specified as the resignation date in that written notice of resignation, the Trustee so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust Fund.
- 7.5 **Removal of Trustee:** Notwithstanding anything contained or implied in this deed, a Trustee may at any time be removed as a Trustee of the Trust by a unanimous decision of all the other Trustees, if in the opinion of the other Trustees the continuation in office of the Trustee so removed shall not be in the best interests of the Trust.
- 7.6 **Effect of removal of Trustee:** Upon the removal of a Trustee from office, that person so removed shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Fund in the remaining Trustees which acts and deeds shall be done and executed at the expense of the Trust Fund.
- 7.7 **Appointment of Trustee:** The power of appointment of a new or additional Trustee shall be vested in the Trustees and must be exercised by them unanimously.



7.8 **Advisory Trustee:** An Advisory Trustee (as defined in the Trustee Act 1956) may be appointed and removed in the same manner as a Trustee.

8. MANAGEMENT OF THE TRUST

8.1 General:

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- (c) Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.

8.2 Meetings:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than quarterly. The Trustees may invite to such meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees present and voting on the matter.
- (c) In the event of an equality of votes the chairperson shall not have a second or casting vote.
- (d) Except as expressly provided otherwise by this deed a resolution in writing shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by email or facsimile shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be emailed or given by letter posted to each Trustee then within New Zealand at least fourteen days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- (f) The quorum for a meeting of Trustees shall be a majority of the Trustees then holding office.
- (g) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication ("telephone") shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee then in New Zealand shall be entitled to notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting;

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- (ii) each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of such meeting each Trustee must acknowledge the presence of that Trustee for the purpose of a meeting of the Trustees being held;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the chairperson of the meeting to do so; and
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting by telephone unless that Trustee has previously obtained the express consent of the chairperson to withdraw from such a meeting.
- (h) A minute of the proceedings of any such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the chairperson of the meeting.

8.3 Chairperson, deputy chairperson and secretary:

- (a) The Trustees shall elect one Trustee to act as chairperson for a period of one year, or for such other period as the Trustees may decide.
- (b) The Trustees may also elect one Trustee to act as deputy chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the chairperson the deputy chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the chairperson.
- (c) The Trustees shall appoint a secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

8.4 **Minutes:** Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book (physically or electronically) to be kept for that purpose by the secretary and shall be signed by the chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.

8.5 Delegation of powers:

- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide;
- (b) any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;
- (c) the Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
- (d) subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide; and
- (e) the Trustees may, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised.

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- 8.6 **Bank account:** The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals, transactions and authorities shall be signed, endorsed or electronically authorised, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- 8.7 **Accounts and audit:** The Trustees shall ensure true accounts for each year are kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust.

9. LIABILITY AND INDEMNITY OF TRUSTEES

- 9.1 **No liability of Trustees, with exceptions:** No Trustee shall be liable for any loss to the Trust Fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.
- 9.2 **Indemnity of Trustees:** Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

- 9.3 **Former Trustees:** For the purposes of the above clauses 9.1 and 9.2, all references to Trustee shall include former Trustees.

10. INTERESTED TRUSTEE

- 10.1 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.

11. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS

- 11.1 **No private pecuniary profit:** No private pecuniary profit may be made by any person from the Trust, except that:
- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
 - (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust; and
 - (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or



involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

11.2 **Trustees to comply with restrictions:** The Trustees, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

12. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

12.1 **Recipient not to influence benefits:** Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a settlor or Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director;

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or other benefits in which it is or is to be received, gained, achieved, afforded or derived from the Trust.

12.2 **Professional account and influence:** A person who in the course of and as part of the carrying on of his or her business or a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

13. ALLOCATION OF RECEIPTS

13.1 **Allocation of payments between capital and income:** If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause.

13.2 **No apportionment in respect of date of payment:** There shall be no apportionment as between capital and income of the Trust Fund of rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this deed commences or determines.

14. APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEE

14.1 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of section 50 of the Trustee Act 1956, and the Trustees may at any time by deed revoke any such appointment.

15. INCORPORATION

15.1 The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under the name "**the Seeds to Feeds Foundation**" or such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this deed shall be conferred upon the Trustees as a trust board.

16. OFFICE OF THE TRUST

16.1 The office of the Trust shall be at such place as the Trustees from time to time may decide.

17. SEAL

17.1 Upon incorporation under the Charitable Trusts Act 1957, the Trust shall have a common seal which shall be affixed by the authority of the Trustees, once given, to any document requiring execution by the Trustees in that manner. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

17.2 No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to make as to the authority under which any document was sealed or in whose presence it was sealed.

18. WINDING UP OF TRUST

18.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust then the Trustees may, by a unanimous resolution decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for their charitable purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

19. ALTERATION OF TERMS OF DEED

19.1 The Trustees may, by a unanimous resolution revoke, vary, or add to any of the provisions of this deed, provided such revocation, variation, or addition is consistent with the Trust continuing to advance exclusively charitable purposes.

20. NOTICE

20.1 Any notice to be given to the Trust may be given in writing by:
(a) delivering or posting a copy to the registered office of the Trust; or
delivering a copy to the chairperson or secretary of the Trust.

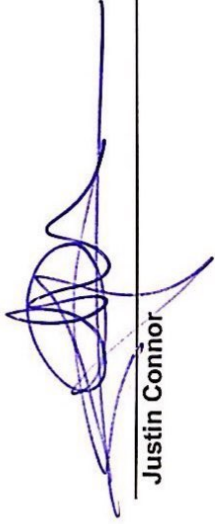


21. WHERE UNANIMOUS DECISION UNABLE TO BE REACHED

21.1 In any case where a unanimous decision is required by this Deed, if a unanimous decision cannot be made within 1 month from proposal of the decision, another party [Lise van Laere] will cast the deciding vote.

SIGNED AS A DEED

SIGNED by JUSTIN CONNOR as Trustee
in the presence of:


Justin Connor



Signature of witness

CHARLOTTE HANNAH SHADE

Name of witness

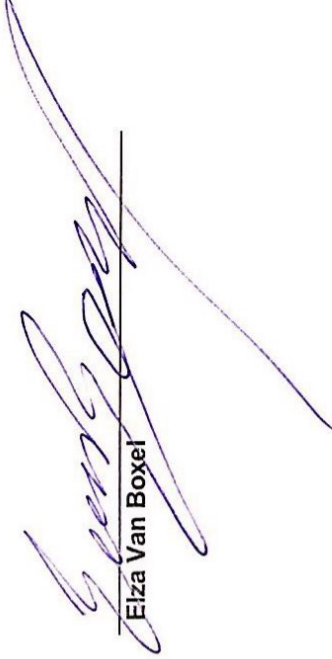
BARRISTER & SOLICITOR

Occupation

WELLINGTON

City/town of residence

SIGNED by Eliza Van Boxel as Trustee in
the presence of:


Eliza Van Boxel



Signature of witness

CHARLOTTE HANNAH SHADE

Name of witness

BARRISTER & SOLICITOR

Occupation


WELLINGTON

City/town of residence


11

SIGNED by ANGE HOLTSLAG as Trustee
in the presence of:


Ange Holtslag


Signature of witness

Name of witness **Kathleen Marie Dawson**
Solicitor
Occupation **Lower Hutt**

City/town of residence

