

Dated

24 April

2012

Parties

Perry James Trotter

Settlor

Perry James Trotter, Henricus Leendert Steven Hoogvliet, Jeffrey

Bernard Cook and Robert Narev

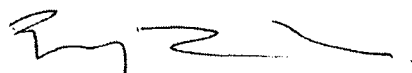
Trustees

Deed of Trust

In respect of the

Shadows of Shoah Trust

I **Perry James Trotter** certify that this is a true and correct copy of the Shadows of Shoah Trust dated this 24 day of April 2012, sighted by me:



Perry James Trotter

Glaister Ennor
Barristers | Solicitors | Notary Public

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Deed Dated this

24

day of April

2012

Parties

- 1 Perry James Trotter ("Settlor")
- 2 Perry James Trotter, Henricus Leendert Steven Hoogvliet, Jeffrey Bernard Cook and Robert Narev ("Trustees")

Background

- A The Settlor wishes to establish a charitable trust to be called Shadows of Shoah Trust with the objects and purposes set out in this Deed. It is the Settlor's intention that the said trust be non-sectarian.
- B The Settlor has caused to be paid into the joint names of the Trustees the sum of ten dollars (\$10.00) to be held by the Trustees upon the trusts and with the powers described below and it is contemplated that further money investments and property may from time to time be paid to or transferred into or vested in the names or control of the Trustees.
- C The Trustees have consented to become the Trustees upon the trusts and with and subject to the powers and provisions set out in this Deed.

The Parties Agree:

1 Interpretation

- 1.1 In the interpretation of this Deed except where a contrary intention appears from the context:
 - (a) "Special Resolution" means a resolution approved by a majority of not less than 75 percent of the Trustees.
 - (b) "Shadows of Shoah" means the images, concepts, text, music, design and computer applications created by the Settlor and known as Shadows of Shoah.
 - (c) "Trust" means the Trust constituted, established and declared by this Deed.
 - (d) "Trustees" means the Trustees for the time being appointed to the Trust Board as provided in this Deed or the Trustees for the time being acting in the trust constituted established and declared by this Deed.
 - (e) "Trust Board" means Shadows of Shoah Trust Board established under this Deed and to be incorporated under the Charitable Trusts Act 1957.
 - (f) "Trust Property" means the real and personal property inclusive of all investments or assets of whatever nature or kind which shall from time to time belong to or be vested in or be acquired by the Trust Board and shall be directed and declared to be held upon the trusts set out in this Deed.

- (g) Words importing the singular number shall include the plural number and vice versa and words importing the feminine shall also include the masculine and words importing persons shall also include companies, incorporated societies and corporations.
- 1.2 The Trustees do and will from the date of this Deed hold the Trust Property upon trust for the objects and purposes and upon the terms and conditions and with and subject to the powers, authorities, discretions, provisions, restrictions and stipulations set forth in this Deed.
- 1.3 The Trustees will promptly after the execution of this Deed apply to be incorporated as a Board under the Charitable Trusts Act 1957 with the name of Shadows of Shoah Trust Board or with such other name as the Registrar of Incorporated Societies may approve and all real and personal property for the time being held by them in their capacity as Trustees shall be held in the name of the Board.
- 1.4 For the better performance of the trusts created by this Deed it is agreed and declared that the Board shall be administered in accordance with the following provisions and shall have the objects, purposes, powers, authorities and discretions contained in this Deed:

Shadows of Shoah Trust Board

2 Objects and Purposes

- 2.1 To provide funds as the Trustees may from time to time determine for
- (a) the advancement and propagation of Holocaust education,
- (b) for the advancement and propagation of education on anti-Semitism,
- through the production, staging and dissemination of Shadows of Shoah exhibitions, books, computer applications, teaching materials and other media and such other activities approved by a unanimous resolution of the Trust Board, **provided that** the allocation of funds under this clause and any subsequent clauses of this Deed shall be limited to charitable purposes in terms of the Income Tax Act 2007 and any amendment or re-enactment of that Act.
- 2.2 In furtherance of the purposes specified in clause 2.1 the Trustees may provide funds to any individual, association or group which the Trustees may from time to time select.
- 2.3 Without prejudice to the generality of the foregoing clauses, the Trustees may provide funds (but only if such provision is charitable according to the law of New Zealand) to any charity if the objects of such charity are similar to the objects of this Trust.

3 Powers

- 3.1 Subject to any specified trust terms and conditions to the contrary and without restricting the generality of the powers otherwise set out in this Deed the Trustees shall have the power to do all acts and things which they in their absolute discretion may consider proper or

advantageous for accomplishing the objects and powers of the Trust and may exercise the following powers and authorities:

- (a) from time to time to set apart as an endowment fund such part or parts of the Trust Property as may in their judgment be so set apart safely and without prejudice to the execution of any of the trusts or powers contained in this Deed. All sums constituting the endowment fund shall be invested by the Trustees in the name of the Trust Board or in the names of such other persons as they shall from time to time direct in any investments mentioned in this Deed with power at any time to vary any of such investments and the endowment fund. All investments at any time representing the endowment fund shall be held upon trust that the income from such investments shall be applied in perpetuity in like manner and for the like purposes as and for which the Trust Property may be applied under the provisions of this Deed;
- (b) to guarantee and give guarantees for payment of money or the performance of contracts or obligations by any person or company; and otherwise to assist any person or company;
- (c) to purchase, take on lease or in exchange or hire or otherwise acquire any real or personal property and any rights or privileges and to sell, exchange, let, bail or lease with or without option to purchase or in any manner dispose of any such real or personal property and any such rights or privileges;
- (d) to sell or exchange any land vested in them upon such terms and subject to such special conditions as they may specify, and to hold the proceeds of such sale or exchange upon the same trust affecting the lands so sold or exchanged;
- (e) to purchase and take on lease or in exchange, hire and otherwise acquire on any tenure, and upon such terms as they may determine, any lands, any real or personal property and any rights or privileges which may be thought necessary or convenient for any of the purposes of the Trust.
- (f) to borrow money for the purpose of investing the same or for the purpose of exercising any of the powers under this Deed at such rate of interest and upon such other terms and conditions as the Trustees think fit and to give security for the repayment thereof over all or any part or parts of the Trust Property whether or not the part or parts over which the security is given benefit by such borrowing and no person lending money to the Trustees shall be bound to enquire as to the purpose of any such loan or see to the application thereof;
- (g) to invest money not immediately required to be held to the extent and in the manner permitted to trustees in New Zealand or in the purchase of real or leasehold property in New Zealand;
- (h) to acquire by gift, bequest, transfer or purchase the shares, stock, or debentures of any company incorporated in New Zealand or elsewhere;
- (i) to erect and equip buildings, offices, research centres and works as may be necessary expedient incidental or conducive to the exercising or the carrying out by the Trustees of any of the purposes or objects of the Trust;

- (j) to take all reasonable and proper care to keep in a state of good order and repair all buildings and other permanent improvements forming part of the property of the Trust and to procure and maintain such policy or policies of insurance as may be reasonable against public liability, loss or damage by fire or earthquake, and such other policy or policies of insurance as the Trustees may from time to time deem expedient to protect themselves or any property against any other insurable risk or liability **provided however** that in the event of any buildings or other structures situated on any land vested in them being destroyed or damaged by fire or otherwise, the Trustees may rebuild or not as they may determine, and in the event of the insurance money arising from any policy of insurance proving in the opinion of the Trustees to be *insufficient for the purposes of rebuilding or repairing* in a satisfactory manner, the Trustees may employ any other funds vested in the Trust Board towards satisfactory rebuilding or repairing of such buildings;
- (k) to engage in or carry on any business and enter into any partnership or other agreement in connection with the carrying on of any business or the sharing of profits arising from such business and upon such terms and conditions in all respects as the Trustees may from time to time think fit and to:
 - (i) expand and develop such business in such manner and to such extent as the Trustees may think fit and to employ in such business the whole or any part of the capital of the Trust with the power from time to time to reduce or increase the amount of capital so employed as the Trustees shall think fit;
 - (ii) buy and sell, take on bailment or otherwise acquire and deal in stock and other chattels of every description;
 - (iii) recoup any losses incurred in carrying on any such business out of the capital and/or the income of the Trust in such proportions and in such manner as the Trustees shall think fit;
- (l) to co-operate with other bodies or organisations having objects in whole or in part similar to these objects;
- (m) to use the funds of the Trust as the Trustees may think necessary and proper in payment of the costs and expenses of the furthering of or carrying out of the objects of the Trust or any of them including the employment of counsel, solicitors, agents and officers and servants as shall appear necessary or expedient;
- (n) from time to time to appoint one or more agents or attorneys or advisory committees consisting of such persons whether themselves Trustees or not as the Trustees think fit and from time to time to regulate and determine the manner of appointment of every such agent attorney or committee to define their powers and functions and to provide any such agent attorney or committee with such clerical and professional assistance as may be reasonably required, and to pay out of the funds of the Trust any proper expenditure in connection with such agent attorney or committee or with their work and meetings;
- (o) to take and act upon the opinion of any barrister or solicitor of the High Court of New Zealand, whether in relation to the interpretation of this Deed or any other document or any statute or as to the administration of any of the trusts declared and authorised by this Deed, without being liable to any person who may claim to be in

any way beneficially interested in respect of any act done in accordance with such opinion;

- (p) to institute, conduct, defend, abandon, or confess judgment in any legal proceedings and to compound and allow time for payment or satisfaction of any debts and of any claims by or against the Trustees or the Trust Board; and
- (q) subject always to clause 12 of this Deed to use any money or Trust Property held by the Trustees for the general purposes and objects of the Trust and for such other purposes as may appear to the Trustees in their absolute discretion to be desirable for the better achieving of the purposes and objects of the Trust and the carrying out of any of the aforesaid powers.

4 Trustees

- 4.1 There shall be not more than five and no fewer than three Trustees.
- 4.2 Each Trustee shall be appointed for a term of three years but being eligible may be reappointed for further terms of three years.
- 4.3 The Trustees shall from time to time elect and at pleasure suspend or remove a Secretary and Treasurer for such term as they shall determine and Trustees may hold one or more of these positions provided that such Secretary or Treasurer need not be a member for the time being of the Trust Board and may receive remuneration upon such terms or otherwise as the Trustees may think fit, subject always to clause 12 of this Deed.
- 4.4 The power to appoint the Chairperson of Trustees and to appoint new Trustees or to re-appoint or remove existing Trustees under and by virtue of these presents shall vest in the Board for the time being and every such appointment or removal shall be made by Special Resolution of the Board and evidenced in writing signed by the Chairperson of the meeting making such appointment or removal.
- 4.5 A note of all appointments, removals and vacancies of Trustees and of Chairperson, Secretary and Treasurer shall be entered in the minute book provided that if at any meeting the Chairperson shall be absent the Trustees present may select one of their number to be Chairperson of that meeting and a note of such temporary appointment shall be entered.
- 4.6 If any Trustee for the time being shall:
 - (a) resign his or her office by giving notice in writing to the Trust Board;
 - (b) become bankrupt or insolvent;
 - (c) be found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
 - (d) become a protected person within the meaning of the Protection of Personal and Property Rights Act 1988;
 - (e) be convicted of an indictable offence;

- (f) be absent for three consecutive meetings of the Trust Board without obtaining leave of absence from the Trust Board; or
- (g) die or be removed from office as otherwise set out in this Deed

then the office of that trustee shall become vacant.

5 Meetings

- 5.1 The Trust Board may meet adjourn and otherwise regulate its meetings and procedures as it thinks fit.
- 5.2 Unless and until otherwise unanimously decided by the Trust Board by resolution, a quorum shall consist of 4 Trustees if the number of Trustees is 5 and 3 Trustees if the number of Trustees is fewer than 5.
- 5.3 The Trust Board may at any time and the Secretary of the Trust Board shall upon the request of the Chairperson or any two members of the Trust Board convene a meeting of the Trust Board. All members of the Trust Board for the time being in New Zealand ("Eligible Members") shall be given not less than seven clear days' notice of the convening of any meeting of the Trust Board, unless an urgent meeting of the Trust Board is requested in which case all Eligible Members shall be given not less than two clear days' notice of the convening of such meeting.
- 5.4 A Minute Book shall be provided and kept by the Trustees and the following provisions shall apply to it:
 - (a) all proceedings of the Trustees shall be entered in the Minute Book;
 - (b) any such Minute if purporting to be signed by the Chairperson of the meeting at which the proceedings were held, or by the Chairperson of the next succeeding meeting, shall be evidence of the proceedings;
 - (c) where the Minutes have been made in accordance with the provisions of this rule of the proceedings at any meeting of Trustees, then, until the contrary is proved, the meeting shall be deemed to have been duly held and convened and all proceedings had at that meeting to have been duly had.
- 5.5 A resolution in writing signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trustees.
- 5.6 The continuing members of the Trust Board may act notwithstanding any vacancies in their number but if and so long as their number is reduced below the minimum number necessary to form a quorum at a meeting of the Trust Board the continuing members of the Trust Board may act for the purpose of filling vacancies in the Trust Board but for no other purpose.

6 Common Seal

- 6.1 After incorporation the Trustees shall obtain a common seal for the Trust and make provision for the safe custody of the common seal, and the Trustees may from time to time by resolution change, alter, or adopt any new such seal as they may deem proper. The common seal shall not be affixed to any documents except by the authority of the Trustees previously given and shall be so affixed in the presence of two Trustees who shall affix their signatures to every document so sealed.

7 Protection of Persons Dealing with Trustees

- 7.1 It shall not be incumbent upon any purchaser, vendor, mortgagee, lessee, or other person to or with whom any sale, exchange, purchase, mortgage or lease as aforesaid shall be made or entered into within the terms of the provisions set forth in this Deed to enquire as to the authority or power of the Trustees to make any such sale, exchange, purchase, mortgage or lease, and in particular it shall not be incumbent upon any such person to enquire whether the proposed dealing or any related contract is consistent with the trusts on which the lands or other property proposed to be dealt with are held, or whether the consent of any authority or any person, body corporate, or committee has been given, or to inquire otherwise as to the propriety or regularity of the transaction or as to the application of any money received by the Trustees upon any such sale, exchange, mortgage or like transaction.

8 Responsibility of Trustees

- 8.1 All acts done by any meeting of Trustees or by the Trust Board or by any person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid or that they, or any of them, were for any reason disqualified, be as valid as if such person had been duly appointed and was qualified to be a Trustee.
- 8.2 Every Trustee shall be chargeable only for such money or other assets as she shall actually have received, although she may have joined in any receipt for money received by others of them and shall not be answerable for the acts of any other Trustee or for any loss which may arise by reason of any trust funds being lawfully deposited in the hands of any banker, solicitor, or agent or for the sufficiency or insufficiency or deficiency of any security upon which any trust money, or any part of the trust money, may be invested or for any loss in the execution of any trust, unless the same happen through his or her own neglect or default.
- 8.3 The members of the Trust Board shall from time and at all times be saved harmless and kept indemnified from and against all costs, charges, losses, damages and expenses which such person or persons or any of them may sustain, incur or be put to in or about the execution or discharge of their respective trusts and offices, or in or about any action, suit or proceedings at law or in equity in which they or any of them shall or may in such capacity as aforesaid be Plaintiffs or Defendants provided that such costs, charges, losses, damages and expenses shall not have been sustained by reason of that person's own dishonesty or wilful breach of trust and that such person shall have acted by direction or authority of the Trust Board for the time being. The amount of such costs, charges, damages and expenses for which an

indemnity is intended to be provided under this Deed shall, immediately after the same shall have been sustained or incurred, be paid from the Trust Property. Each of the members of the Trust Board shall be answerable only for his or her own acts, deeds and defaults and not for those of any other member of the Trust Board or of any other person.

9 Accounts

- 9.1 All moneys received shall be paid to the credit of the Trust Board at such Bank as the Trustees shall from time to time appoint, and cheques on the Bank account and other negotiable instruments shall be signed by two Trustees, or by one Trustee and by the Secretary or the Treasurer if there is one. Endorsements of cheques and other negotiable instruments in favour of the Trustees shall be made by the Secretary or the Treasurer if there is one or such other person as may be appointed by the Trustees.
- 9.2 The Trustees shall cause proper books of account to be kept in which shall be kept full, true and complete accounts of the affairs and transactions of the trust.
- 9.3 The books of account shall be kept at such place or places as the Trustees direct and shall always be open to the inspection of each and every one of the Trustees.
- 9.4 The Board shall as soon as practicable after the end of every financial year of the Board, cause the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

10 Variation of Trust

- 10.1 This Trust Deed may be altered, rescinded or added to by a unanimous resolution to that effect duly passed by the Trust Board provided that no alteration, addition or rescission shall be inconsistent with or create any inconsistency with the general charitable purposes for which the Trust is constituted.

11 Winding Up

- 11.1 The Trust may be wound up by a Special Resolution passed by the Trust Board.
- 11.2 On a winding up the surplus assets shall be paid, distributed, given or transferred as the Trust Board shall direct to some other charitable institution or institutions, organisation or organisations within New Zealand having objects similar or similar in part to the objects of the Trust and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trustees by this Deed, such institution or institutions, organisation or organisations to be determined by resolution of the Trust Board.
- 11.3 In the event that the Trust Board shall not find a suitable charitable institution or organisation within New Zealand having objects similar or similar in part to the objects of the Trust the surplus assets shall be paid, distributed, given or transferred to or for the benefit of

such charitable organisation or organisations, institution or institutions or such charitable purpose within New Zealand as the Trustees shall determine.

12 General

12.1 Notwithstanding anything contained elsewhere in this Deed:


- (a) All activities of the Trust Board shall be limited to New Zealand.
- (b) The Trust Board shall defer to and accept the advice, decisions and instructions of the Settlor in relation to any artistic or design matter and production standards pertaining to Shadows of Shoah exhibitions, books, computer applications, teaching materials and other media.
- (c) No income or property of the Trust shall at any time be distributed to or otherwise applied for the benefit of the members of the Trust Board or for any purpose or object which is not regarded as charitable under the law of New Zealand.
- (d) 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 decisions of, or voting by the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.
- (e) No private pecuniary profit shall be made by any person from the Trust, except that:
 - (i) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - (ii) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
 - (iii) 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;
 - (iv) 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.
- (f) The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by the following clauses are strictly observed.
- (g) Notwithstanding anything contained or implied in this Deed, any person who is:

- (i) a Settlor or Trustee of the Trust; or
- (ii) a shareholder or Director of any company carrying on any business of the Trust; or
- (iii) a Settlor or Trustee of any Trust which is a shareholder of any company carrying on any business of the Trust; or
- (iv) an associated person (as defined by the Income Tax Act 2007) of any such Settlor, Trustee, shareholder or Director;

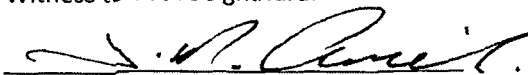
shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is to be received, gained, achieved, afforded or derived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

- (h) A person carrying on his or her business of 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.
- (i) The provisions of clause 12.1(a) to 12.1(h) and clauses 2 and 11 shall not be capable of amendment under clause 10 of this Deed if such amendment enables the Trust to apply any part of its income, assets, property or undertaking to any purpose which is not charitable according to the laws of New Zealand or otherwise affects the charitable status of the Trust.

Signed by
Perry James Trotter
 as Settlor and Trustee



Witness to above signature:



Signature

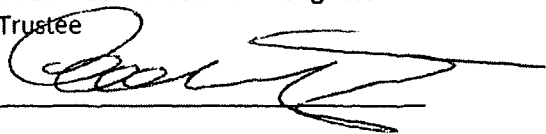
Tom Noam Arieli

Occupation **Solicitor**

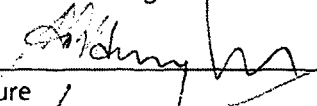
Auckland

Address **New Zealand**

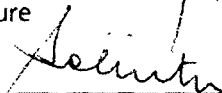
Signed by
Henricus Leendert Steven Hoogvliet
as Trustee



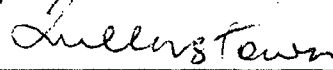
Witness to above signature:



Signature

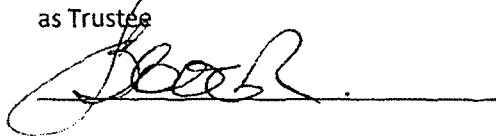


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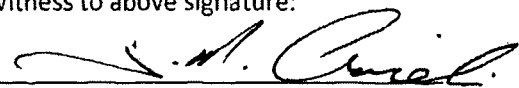


Address

SIGNED by
Jeffrey Bernard Cook
as Trustee



Witness to above signature:



Signature

_____ **Tom Noam Arieli**

Occupation

Solicitor

_____ **Auckland**

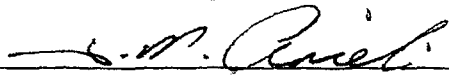
Address

New Zealand

SIGNED by
Robert Narev
as Trustee



Witness to above signature:


Signature

Occupation **Tom Noam Arieli**
Solicitor
Address ~~Auckland~~
New Zealand