

DEED OF TRUST AMENDMENT

OF THE

THE GROUNDWORK TRUST

entered into by and between:

RICHARD MICHAEL LYSTER
(530805 5115 08 5)

And

MEPENI PATRICK KULATI
(700718 5575 08 9)

And

FARIED ESACK
(550308 5087 08 6)

And

JUDY MARGARET BELL
(580701 0013 08 7)

And

MAWANDE MAZIBUKO
(820605 1094 08 9)

And

ANGELA SHIRLEE CONWAY
(561204 0079 08 6)

And

FREDERICK JOHAN RIEKERT
(680823 5191 08 7)

hereinafter referred to as the TRUSTEES

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WHEREAS the **GROUNDWORK TRUST** was created as an inter viso trust under trust number IT1877/1999/PMB.

AND WHEREAS the Trustees are in terms of paragraph 10.12 of the Trust Deed, empowered to amend the Trust Deed;

AND THEREFORE, it is hereby agreed that this trust deed will in future constitute the Trust Deed of **GROUNDWORK TRUST** namely:

1. **DEFINITIONS**

In this deed the following words shall have the meanings assigned to them hereunder -

- 1.1 **The founder** shall mean (JONATHAN MICHAEL WHITE)
- 1.2 **"The first trustees"** shall mean (RICHARD MICHAEL LYSTER, SANDILE NDAWONDE AND JONATHAN MICHAEL WHITE)
- 1.3 **"The trustees"** shall mean (RICHARD MICHAEL LYSTER; MEPENI PATRICK KULATI, FARIED ESACK, JUDY MARGARET BELL, MAWANDE MAZIBUKO, ANGELA SHIRLEE CONWAY, FREDERICK JOHAN RIEKERT)
- 1.4 **"the Trust"** shall mean **THE GROUNDWORK TRUST**;
- 1.5 **"the Act"** shall mean the Non Profit Organisations Act 71 of 1997;
- 1.6 **"the Commissioner"** shall mean the Commissioner for Inland Revenue;
- 1.7 **"Donations"** shall mean a gift in cash or in kind received by the trust for activities as defined in Government Gazette, No. 697, of 27 July 2001, as Public Benefit Activities in Schedule 1 and which activities shall also be in line with the stated vision and objectives of the Trust as set out hereinafter;
- 1.8 **"the Donors"** shall mean all persons, whether natural or artificial, including charitable institutions, who contribute to the funds of the Trust;

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- 1.9 "the effective date" shall mean the date upon which this Trust is registered with the Master of the High Court and Letters of Authority are given to the Trustees.
- 1.10 "the Master" shall mean the Master of the High Court;
- 1.11 "the Minister" shall mean the Minister of Finance;
- 1.12 "Trustees" shall mean the persons nominated first and then appointed from time to time thereafter in accordance with the provisions of this trust deed and whose responsibilities, duties and functions are more fully set out in the Act;
- 1.13 Save where the context otherwise requires, singular words shall be deemed to import the plural and *vice versa*, and the male gender shall be deemed to include the female and neuter genders and *vice versa*.
- 1.14 Headings of clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the trust.
- 1.15 Unless inconsistent with the context words relating to any gender shall include the other genders, words relating to the singular shall include the plural and vice versa and words relating to natural persons shall include associations of persons having corporate status by statute or common law.

2. THE DONATION

- 2.1. The founder hereby donates to the first trustees the sum of R100,00 on the terms and conditions hereinafter set out.
- 2.2. The donation shall immediately vest in the first trustees.

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3. NAME OF TRUST

3.1 The trust hereby created shall be called "THE GROUNDWORK TRUST".

3.2 The purpose of the trust is to further the vision and objective of the Trust as set out in Clause 4 hereinafter.

4. AREA OF OPERATION, VISION AND OBJECTIVES

4.1 AREA OF OPERATION

The Trust shall operate mainly in the geographical area of South Africa.

4.2 VISION AND OBJECTIVES

The main objective of the Trust is to promote increased, sustained and more effective civil society-driven environmental justice action.

Ancillary Objectives:

4.2.1 To capacitate marginalized and vulnerable groupings to organize more effectively in developing and sustaining successful local environmental justice campaigns.

4.2.2 To provide campaign organizing and advocacy assistance, insights and learnings, applied research and information, as well as global access to technical and legal support, decision-makers, partnerships, learning through exchange and solidarity.

4.2.3 To provide support to organized groups of people engaged in potentially precedent-setting local environmental justice campaigns of national and international significance.

4.2.4 To provide dedicated support to small number of selected local

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number of selected local

campaigns per year, while also providing limited information clearing house and referral centre facility for other campaigns.

5. **POWERS OF TRUSTEES**

To achieve its vision and objective the Trustees shall have the following powers:

- 5.1 To directly and indirectly raise donations, government grants and loan funding to cover the costs associated with achieving the Trust's activities, aims and objective.
- 5.2 To publicise and promote the Trust's activities.
- 5.3 To manage, insure, sell, let, hire, dispose of, give in exchange, to work, develop, build on, improve, maintain, turn to account or in any other way deal with all or part of the Trust's property and assets, save that the Trust shall not engage in any trade other than those which a public benefit organisation is permitted to engage in in terms of Section 30 of the Income Tax Act No 58 of 1962.
- 5.4 To accept donations, grants, bequests, endowments or any other contributions, whether unilateral or otherwise, to the funds of the Trust from donors located throughout the world.
- 5.5 To borrow with or without security on such terms and conditions as may be approved of by the Trustees subject to the limitations set out in Section 30 of the Income Tax Act No 58 of 1962.
- 5.6 To secure in any manner the payment of moneys borrowed, including the provision of security by means of mortgage, pledge or other hypothecation of the Trust's property.
- 5.7 To lend money to any person or body where it may be necessary to

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- 5.16 To enter into Memoranda of Understanding with any other Non Profit organisations having tax exempt status or similar organizations for the furtherance of the objectives of the Trust, whether or not such Non Profit organisations are registered within another jurisdiction.
- 5.17 To undertake any other acts and do anything else which is consequential or incidental to any of the above powers or conducive to the promotion and attainment of the Trust's objects, save that the Trustees shall not engage in any activity which contravenes the Gambling Act, 1965, the Lotteries and Gambling Board Act, 1993, or any other law.

6. APPLICATION OF FUNDS

Distributions from the Trust funds shall be made by the Trustees solely in furtherance of the vision and objective of the Trust and the administration expenses occasioned thereby.

7. APPOINTMENT OF TRUSTEES

- 7.1 The Trust shall have a Board of Trustees, which shall comprise in number not less than three (3) and a maximum of seven (7). Should the number of Trustees fall below three (3) the remaining Trustees may continue to function until additional Trustee(s) are appointed.
- 7.2 The Trustees may, within a period of six (6) months of the effective date, appoint new trustees or remove existing trustees, by means of a two-thirds majority at a special meeting, in their entire discretion.
- 7.3 The trustees may at any time:
- 7.3.1 increase in their discretion the number of trustees;
- 7.3.2 determine the period of time, which Trustees may serve in office;

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- 7.3.3 appoint new trustees or appoint a new trustee in the event of the resignation or death or incapacity of any trustee.
- 7.4 The Trustees shall, at the first meeting of trustees, which shall take place within a period of thirty (30) days after the effective date, elect from amongst their number a Chairman and other office bearers and stipulate the term of each office.
- 7.5 No Trustee shall be required to furnish security for the due and faithful administration of the Trust.
- 7.6 The Trustees may assume other suitable persons to act with them as Trustees and shall be obliged to make such assumption if the number of Trustees falls below three.

8. MANAGEMENT OF THE TRUST

- 8.1 The management and control of the affairs of the Trust shall vest in the Trustees who, in addition to the powers and authorities expressly conferred upon them by this Deed of Trust, may exercise all such powers and do all such acts or things as may be exercised or done by the Trust, and are not by this Deed of Trust expressly directed or required to be exercised or done by the members in general meeting; provided that no resolution passed by the members in general meeting shall invalidate any prior act of the Trustees.
- 8.2 Profits or gains made by the Trust shall not be distributed to any Trustee or other official of the Trust or any other person and all of the funds of the Trust, including profits or gains made by the Trust, shall be utilised exclusively for investment or for the objectives for which the Trust was established.
- 8.3 The Trustees shall be entitled to sue and be sued in the name of the

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e sued in the name of the

Trust in any court of competent jurisdiction in respect of any matter concerning the Trust.

- 8.4 The Trustees may employ agents to represent them for any purpose and they may employ investment advisors, professional or other assistance and pay for such services out of the Trust Fund and the Trustees shall not be liable for any loss occasioned by such agents, investment advisors, professional or other assistance unless the Trustees have failed to act with due diligence.
- 8.5 Nothing in this trust deed shall preclude a trustee from contracting with the trust to render services to the trust, whether or not such services are of a professional nature, or to be in the employ of the trust.
- 8.6 The financial year-end of the trust shall be the 31 May in each and every year.
- 8.7 Any contracts conclude by and on behalf of the Trust shall be signed by the Director and/or the Deputy Director without a counter-signature by a Trustee.

9. **PERFORMANCE OF DUTIES BY TRUSTEES**

- 9.1. There shall be a minimum of 3 (three) meetings of the Trustees per financial year and 14 (fourteen) days notice of such meeting is required to be given. All matters dealt with at such meetings shall be recorded in a minute book. The annual general meeting shall take place no later than 6 (six) months after the end of each financial year when the financial statements of the previous year is to be approved.
- 9.2 A trustee may participate by means of a conference call, Skype or similar means in any meaning as though he or she is personally in attendance.
- 9.3 The position of Chairman shall serve a 3 (three) year term after which

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they may be re-elected.

- 9.4 Where the Board comprises 3 (three) trustees or less, questions arising at any meetings shall be decided unanimously. However, should the trustees after discussion not reach consensus on a particular matter, then such matter shall stand over and no decision shall be taken in respect of such matter. Any trustee may thereafter call for a special meeting in accordance with the provisions of Clause 9.8 and place such matter on the agenda, in which event such matter may then at such second meeting, be decided by means of a two-third majority vote.
- 9.5 In case of an equality of votes at such second meeting, the chairman shall have a second or casting vote.
- 9.6 Where the Board comprises four or more trustees, questions arising at any meetings shall be decided by a two-third majority of votes unless otherwise specified in terms of this trust deed or any amendment thereof.
- 9.7 At meetings of the trustees a two-third majority of the trustees shall constitute a quorum.
- 9.8 A trustee may at any time summon a special meeting of trustees by giving the other trustees at least 10 (TEN) days notice to such effect. The trustees may unanimously agree to waive the notice period in which event such meeting shall take place at a time and date in South Africa convenient to all parties.
- 9.9 A resolution in writing signed by all the trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and constituted.
- 9.10 The trustees may elect to delegate some of its powers to a committee and the trustees shall nominate at least one person to such committee who shall report back to the Board of Trustees. Such committee shall

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have no decision-making powers, other than powers that have been specifically delegated to them and the Board of Trustees shall have the power to override any decision taken by such committee.

- 9.10 Invitations to meetings shall be sent by way of email.
- 9.11 Minutes must be taken by an office bearer appointed by the Trustees and filed at every meeting to record decisions and the minutes of each meeting must be distributed no later than two weeks after the meeting.
- 9.12 The minutes shall be confirmed as a true record of proceedings during the next meeting, and shall thereafter be signed by the Chairperson.

10. **DISQUALIFICATION OF TRUSTEES**

- 10.1 The office of Trustee shall automatically be vacated by any Trustee:
 - 10.1.1 who resigns his or her office by notice in writing to all the other Trustees, or
 - 10.1.2 who becomes of unsound mind, or
 - 10.1.3 who is declared incapable of managing his or her own affairs, or
 - 10.1.4 if a Trustee fails to attend three (3) consecutive meetings without reasonable cause;
 - 10.1.5 whose estate is provisionally or finally sequestrated by a competent Court, or;
 - 10.1.6 who is convicted (whether in South Africa or elsewhere) of a crime involving any act of dishonesty.

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- 10.1.7 If the majority of Trustees decide to terminate the office of a Trustee on the grounds that he/she is no longer regarded as being a fit and proper person to be a Trustee.

11. GENERAL

- 11.1 The Trust is a separate functional entity, existing in its own right, separately from its members with its own legal identity and shall continue to exist even if the office bearers or trustees change. It may own property and other possessions, enter into contracts and sue or be sued in its own name.
- 11.2 The property and income of the Trust is not to be distributed to its office bearers or trustees except as reasonable compensation for services rendered. The trustees or office bearers have no rights in the property or other assets of the organisation.
- 11.3 The Trust is an organisation not for profit and of a public character that undertakes activities for public benefit and shall immediately apply for a Non-Profit Organisation status from the Commissioner.
- 11.4 The affairs of the Trust shall be managed in a way that complies with the requirements of the Nonprofit Organisations Act 71 of 1997, and of the Commissioner for the granting of a tax exempt status as set out below:
- 11.4.1 on ceasing of "THE GROUNDWORKTRUST" the remaining capital and interest must be distributed to a Non-profit organization, of a similar nature acceptable to SARS as set out in Clause 19.
- 11.4.2 trustees or office bearers have no rights to the property or other assets of the trust solely by virtue of their being office bearers or members, other than reasonable remuneration for expenses incurred in the furtherance of the objectives of the trust.

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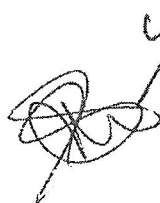
12. REQUIREMENTS OF THE COMMISSIONER OF INLAND REVENUE
FOR EXEMPTION FROM TAXES AND DUTIES

The Trust must:

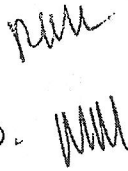
- 12.1 carry on its public benefit activities (or substantially the whole thereof) in the Republic of South Africa, having regard to the circumstances of the case, in accordance with the provisions of Section 30 of the Income Tax Act 58 of 1962 or any amendment thereto;
 - 12.2 carry on its public benefit activities in a non-profit manner;
 - 12.3 obtain its primary funding from donations;
 - 12.4 comply with such conditions, if any, as may be laid down in any law of the land may prescribe by way of regulation to ensure that the activities and resources of the Trust are directed in the furtherance of its objectives;
 - 12.5 submit to the Commissioner a copy of any amendments to this Deed;
 - 12.6 have at least three persons, who are not connected persons in relation to each other as Trustees;
 - 12.7 when investing funds of the Trust, invest such funds; with a financial institution as defined in section 1 of the Financial Institutions (Protection of Funds) Act, (Act No.28 of 2001);
 - 12.8 not carry on any business undertaking or trading activity, otherwise than to the extent that the activity is:
 - 12.8.1 integral and directly related to the primary vision and objectives of the Trust;
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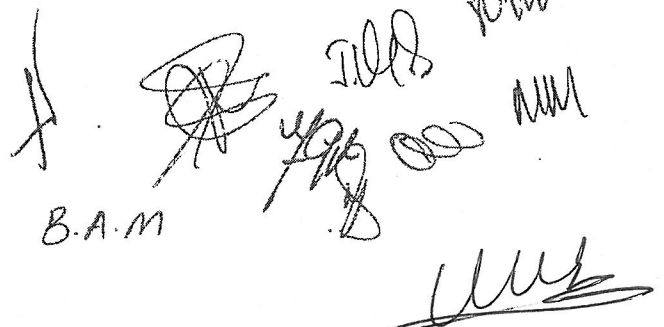








- 12.8.2 carried out or conducted on a basis substantially the whole of which is directed towards the recovery of cost, and which would not result in unfair competition in relation to taxable entities;
- 12.8.3 the undertaking or activity, if not integral and directly related to the stated objectives of the Trust as contemplated in the preceding subparagraph, is of an occasional nature and undertaken substantially with assistance on a voluntary basis without compensation;
- Or
- 12.8.4 the undertaking or activity is approved by the Minister by notice in the Gazette, having regard to:
- 12.8.4.1 The scope and benevolent nature of the undertaking activity;
- 12.8.4.2 the direct connection and interrelationship of the undertaking or activity with the sole purpose of the Trust;
- 12.8.4.3 the profitability of the undertaking or activity;
- and
- 12.8.4.4 the level of economic distortion that may be caused by the tax-exempt status of the Trust carrying out the undertaking or activity.
- 12.9 not accept any donation which is revocable at the instance of the donor for reasons other than a material failure 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 58 of 1962 (as amended); provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation;

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- 12.10 ensure that it is not knowingly a party to and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act 58 of 1962, as amended, or any other Act administered by the Commissioner;
- 12.11 not pay any remuneration to any employee, office bearer, trustee or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered;
- 12.12 comply with such reporting requirements as may be determined by the Commissioner;
- 12.13 take reasonable steps to ensure that the funds which it may provide to any association of persons as contemplated in section 20(b)(iii) of the Income Tax Act 58 of 1962, as amended, are utilised for the purpose for which they are provided;
- 12.14 become registered in terms of section 13(5) of the Non-Profit Organisations Act, 71 of 1997, as amended, within such period as the Commissioner may determine, and comply with any other requirements imposed in terms of that Act;
- 12.15 ensure that any books of account, records or other documents relating to its affairs are audited annually;
- 12.15.1 where kept in book form, retain and carefully preserve by any person in control of the organisation, for a period of at least four years after the date of the last entry in any such book; or

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12.15.2 where not kept in book form, are retained and are fully preserved by any person in control of the organisation for a period of four years after the completion of the transaction, act or operation to which they relate.

12.17 the financial year end of the Trust shall be the 31 May in each and every year.

13. **COMPLIANCE**

Every set of annual financial statements of the Trust shall be submitted to the SA Inland Revenue Service within a period of six (6) months after the end of each financial year or such extended period as the South African Revenue Service may permit.

14. **ARBITRATION**

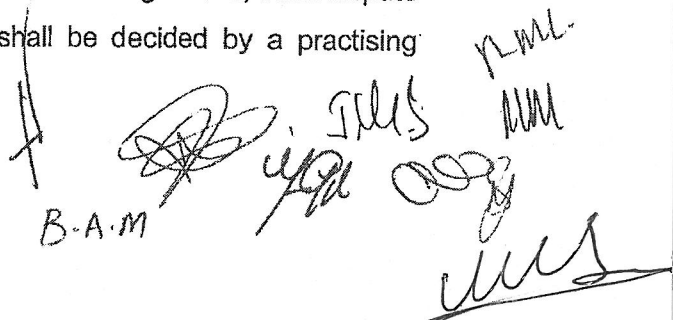
Should a dispute arise with regard to any matter, which is of a legal or financial nature, the Board of Trustees or any trustee may refer the matter to arbitration. if the dispute is of a legal nature, such dispute shall be decided by a practising attorney or advocate with at least 10 years experience, or retired Judge of the High Court, nominated by the President of the Law Society:

14.1 who shall act as an expert, but having regard at all times to the stated vision and objectives of the trust; and

14.2 whose decision shall be final and binding upon the trustees and any other affected parties; and

14.3 whose costs shall be payable by the trust unless such arbitrator makes and order in terms of which another person is liable for such costs.

14.4 Should such dispute be of a financial or accounting nature, such dispute shall be referred for arbitration and shall be decided by a practising

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chartered accountant in South Africa with at least 10 years experience, nominated by the auditors of the Trust, who shall:

- 14.4.1 act as an expert, but having regard at all times to the stated vision and objectives of the trust; and
- 14.4.2 whose decision shall be final and binding upon the trustees and any other affected parties; and
- 14.4.3 whose costs shall be payable by the trust unless such arbitrator makes an order in terms of which another person is liable for such costs.
- 14.4.4 The arbitration shall be conducted at all times in accordance with the provisions of the Arbitration Act, subject to any amendments the parties may agree to in writing in respect of the conduct of such arbitration.

15. INDEMNITY

Every Trustee of the Trust shall be Indemnified by the Trust against all costs, losses and expenses which he may incur or become liable for by reason of any act or thing done by him as such in discharge of his duties, unless the loss in question is caused by his own negligence, default, breach of duty or breach of Trust.

16. AMENDMENT OF TRUST DEED

The Trustees shall be entitled by a two thirds majority to either amend this Deed or create a supplementary Deed or alternatively create independent deeds provided that the alteration, amendment, addition or deletion is submitted to the Commissioner for Inland Revenue and complies with the provisions of Section 19 of the Nonprofit Organisations Act No 71 of 1997, or any amendment thereof or to dissolve the Trust in which event the provisions of Clause 19 hereinafter shall apply.

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17. DISSOLUTION AND WINDING UP

On the dissolution of the Trust its assets shall, after paying the liabilities of the Trust, be dealt with in accordance with the winding-up provisions set out herein.

17.1 In the event of:

17.1.1 the Trustees of the Trust for the time being resolving that the Trust should be voluntary wound up; or

17.1.2 any final order of court being made having the effect of winding-up the activities of the Trust;

17.1.3 the Trust will be deemed to have been dissolved with effect from the relevant date and shall then be wound up as hereinafter provided.

17.2 The Trustees, shall nominate and appoint a liquidator or liquidators, one of whom at least shall be a duly qualified and practicing attorney or a chartered accountant, to be the liquidator or liquidators of the Trust (hereinafter referred to as "the liquidator").

17.3 The liquidator shall, immediately upon such nomination and appointment, forthwith assume the administration and control of all Trust assets and liabilities, having the power to retain, for so long as he/she believes they may be required, the services of any employees or officers of the Trust to assist him in its winding-up until such time as he/she has concluded his/her duties as liquidator.

17.4 The liquidator shall not be required to furnish any security whatsoever for the due and proper performance of his/her obligations as such.

17.5 The liquidator shall, as soon as possible after his/her appointment, with

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due regard being given to the objects of the Trust and to the proper completion of any obligations or projects of the Trust to which it may then already be committed, to give or to transfer its assets remaining after satisfaction of its liabilities, to some other association with objects similar to those of the Trust and which has been approved in terms of Section 30 of the Income Tax Act No. 58 of 1962 as a public benefit organisation and which has been registered as a nonprofit organisation in terms of the Nonprofit Organisations Act No 71 of 1997.

- 17.6 Upon completion of his/her duties the liquidator shall prepare and certify as correct administration, liquidation and distribution accounts relating to his/her liquidation of the Trust and its assets, which accounts shall be lodged and delivered to:
 - 17.6.1 The body to which the liquidator is then transferring the remaining assets of the Trust shall issue a receipt of all assets transferred to it; and
 - 17.6.2 Any other person or body who may be entitled to receive an accounting of the liquidator or furnished with a liquidation and distribution account.
- 17.7 In effecting payment of any claims due to any creditors of the Trust or any claims arising from or in the course of the winding-up of the Trust, the liquidator shall pay such claims and meet such obligations in accordance with the order of preference laid down from time to time in terms of the provisions of the insolvency Act, as amended.
- 17.8 The remuneration of the liquidator shall be such amount as may be agreed between the Trustees and the liquidator. Failing such agreement the remuneration shall be fixed as being that remuneration normally payable to a liquidator of a company in compulsory liquidation in addition to and apart from any costs, liquidator in the carrying out his/her duties in regard to which he/she shall be entitled to be indemnified and reimbursed.


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17.9 Upon compliance by the liquidator with the obligations imposed upon him/her in terms of this clause, the Trust shall be deemed to be finally wound up and dissolved.

SIGNED at PMB on this 12 day of JUNE 2020

AS WITNESSES:

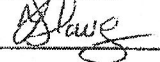
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RICHARD MICHAEL LYSTER

SIGNED at PMB on this 12 day of JUNE 2020

AS WITNESSES:

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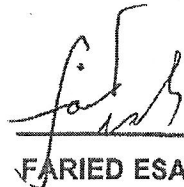

MEPENI PATRICK KULATI

SIGNED at PMB on this 12 day of JUNE 2020

AS WITNESSES:

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FARIED ESACK



SIGNED at PAIB on this 12 day of JUNE 2020

AS WITNESSES:

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JUDY MARGARET BELL

SIGNED at PAIB on this 12 day of JUNE 2020

AS WITNESSES:

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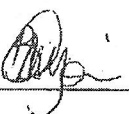
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MAWANDE MAZIBUKO

SIGNED at PAIB on this 12 day of JUNE 2020

AS WITNESSES:


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ANGELA SHIRLEE CONWAY

SIGNED at PAIB on this 12 day of JUNE 2020

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FREDERICK JOHAN RIEKERT

