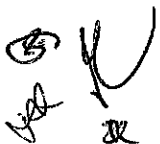


DEED OF VARIATION OF CHARITABLE TRUST

ARISE CHURCH

VINCILAW

AUCKLAND
NEW ZEALAND



EXECUTED this 18th day of April 2022

PARTIES

1. **Graeme Robert Kirkwood**, Chartered Accountant, of New South Wales, Australia
2. **Israel Faithful Cooper**, Director and CPA, of Christchurch, New Zealand
3. **Robert William Reid**, Consultant, of Auckland, New Zealand
4. **Kylie Reenie Fletcher**, Operations Manager, of Lower Hutt, New Zealand

(hereinafter referred to as "the Trustees")

BACKGROUND

- A Arise Church ("the Trust") is a charitable trust established under the name *City Church Wellington Charitable Trust* by a deed dated 27th March 2003 ("the Original Deed") and is registered as a charitable entity under the Charities Act 2005 ("the Act") under the name "Arise Church".
- B The Original Deed was amended by deed on 28 April 2008 which clarified the winding up procedure under clause 16 and recorded the change of the Trust's name to Arise Church, but in all other respects the Original Deed was intact.
- C The Trustees are desirous of making further amendments to the Original Deed in order to reflect changes in the regulatory requirements and standards governing charities in New Zealand since the date of the Original Deed. Moreover, the Trustees wish to then implement certain changes necessary to keep up to date with the principles of good corporate management required under the Act.
- D The Trustees intend to, over the course of the coming months in 2022, make several significant amendments to the Original Deed and clarify the trusts and the conditions upon which they hold the property and assets vested in them in their capacity as Trustees ("the Trust Property"). However, at the present time and by this deed ("this Deed") the Trustees wish to vary fundamental terms in the Original Deed which would enable the Trustees to initiate, and implement, future changes to the Original Deed to improve the governance and administration of the Trust ("the Fundamental Amendments").

OPERATIVE PART

This Deed is evidence that the Trustees hereby agree to vary the terms of the Original Deed as evidenced in the following provisions herein for the better administration of the purposes of the Trust.

1. STATUS AND GOVERNANCE OF THE TRUST

(a) The name of the Trust shall remain Arise Church, which is registered pursuant to the Act under the Registration Number CC30589.

(b) The board of the Trustees ("the Board") shall manage the affairs of the Trust in accordance with guidelines and policies set up by the Board from here onwards, and shall be responsible for its governance and administration in all respects. To this end the following Fundamental Amendments shall be made to the Original Deed:

(i) **Clause 2:**

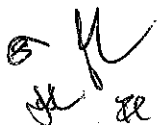
"(2) For the Purposes aforesaid the Trustees shall exercise all powers under law for the proper and dutiful management of the Trust's objectives, including but not limited to the following powers: [...]"

(ii) **Clause 5:**

"(5) The Board of the Trust shall be primarily responsible for the proper governance and administration of the Trust including any church operating under the auspices of the Trust. Accordingly, the Board shall also be responsible for the financial management of the said church and approve statements of financial accountability made available to the congregation of the said church."

(iii) **Clause 6:**

"(6) The decisions pertaining to the membership of the Board, including the powers of appointing and removing Trustees, shall rest with the Board at all times. The Board may appoint a Trustee by way of a majority vote of no less than 75% or 4/5 equivalent of the sitting Trustees. Newly appointed Trustees shall serve for a term of one (1) year but shall be eligible for reappointment by the Board. The Board shall select from amongst its members a Secretary and a Treasurer. Further, it shall be lawful for any Trustee to resign from the Board by giving notice in writing one (1) month before his/her last day of service to the Trust, and such notice may be delivered in person to the Secretary or delivered by email to the Secretary and the Chairperson."



(iv) **Clause 8:**

"(8) The Board shall comprise no less than five (5) Trustees at all times. Any vacancy in the membership of the Board shall be filled without undue delay by the Trustees exercising the power of appointment as recorded in the variation of clause 5 herein, but notwithstanding any such vacancy the Trustees for the time being shall have the same powers, authorities and discretions, and may act in all respects, as if the Board comprised the maximum number of Trustees."

2. FUNDAMENTAL AMENDMENTS TO PREVAIL

The Original Deed is hereby varied by this Deed, the terms of which shall be read as part of the binding rules of the Trust from the date herein. The amended provisions contained herein shall be treated as the Fundamental Amendments to the terms of the Trust. In all other respects, subject however to the amendments recorded herein, the provisions of the Original Deed shall remain intact and continue to have effect until varied at a later date.

3. COUNTERPARTS

This Deed may be executed in any number of counterparts (including e-mail copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Deed by executing a counterpart.

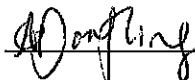
EXECUTED AS A DEED

SIGNED by Graeme Robert Kirkwood
as Trustee in the presence of:

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Witness' Signature



Witness' Name

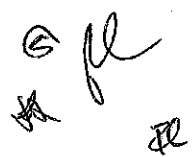
ANNA DORFLING

Witness' Occupation

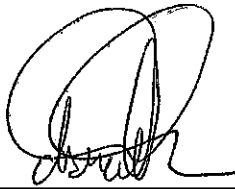
EXECUTIVE ASSISTANT

Witness' Address

36 HOLBORN DRIVE, STOKES VALLEY, S019



SIGNED by Israel Faithful Cooper)
as Trustee in the presence of:)




Witness' Signature ADoreling

Witness' Name ANNA DORELING

Witness' Occupation EXECUTIVE ASSISTANT

Witness' Address 36 HOLBORN DRIVE, STOKES VALLEY

SIGNED by Robert William Reid)
as Trustee in the presence of:)



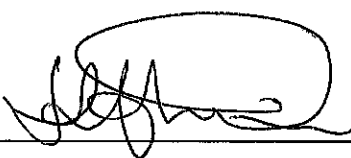
Witness' Signature ADoreling

Witness' Name ANNA DORELING

Witness' Occupation EXECUTIVE ASSISTANT

Witness' Address 36 HOLBORN DRIVE, STOKES VALLEY

SIGNED by Kylie Reenie Fletcher)
as Trustee in the presence of:)



Witness' Signature ADoreling

Witness' Name ANNA DORELING

Witness' Occupation EXECUTIVE ASSISTANT

Witness' Address 36 HOLBORN DRIVE, STOKES VALLEY


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