VINCENT HOUSE TRUST

DEED OF VARIATION
OF CHARITABLE TRUST DEED

I hereby certify that this is a correct copy of the Trust deed or rules of the Vincent House Trust as per Section 10(2)(a) of the Charitable Trusts Act 1957.

R. Le Blanc Smith.

22/10/24

KEAMSTANDEN
KEAM STANDEN LIMITED
LAWYERS
TAURANGA

THIS DEED made the 14th day of October 2024

PARTIES: **CHARLES PENI, KEITH WRATT, GEORGE JEFFERY, PAMELA MARTIN** and **ROGER LE BLANC SMITH** ("the Trustees")

BACKGROUND

A. By deed ("the Trust Deed") dated 31 January 1995 the parties originally named as Trustees **declared** rules for the creation of a Charitable Trust, known as Vincent House Trust ("the Trust") for the charitable purposes as set out in the Trust Deed.

B. The Trustees as named above are the present trustees of the Trust and comprise the present Board.

C. The Trustees wish to exercise the power in clause 2.19 of the Trust Deed to vary the Trust Deed, and to have the effect pursuant to a resolution of at least two thirds of the Board members.

D. The variations have been made to the Trust Deed to reflect the work that the Trust now carries out and the make the administration of the Trust simpler.

E. The Trust was registered as an Incorporated Trust Board under the Charitable Trusts Act 1957 on the 22nd of August 1995, and registered as a charity under the Charities Act 2005 on the 18th of May 2008.

THIS DEED RECORDS as follows:

1. Clause 1 of Appendix A of the Trust Deed is deleted and replaced with the following new clause 1:

   1. **AIMS:**

      Within New Zealand to:

   1.1 Relieve poverty through the provision of quality affordable housing options for those who might otherwise struggle to find and maintain a sustainable tenancy.

   1.2 Be beneficial to the community by providing premises, vehicles, assets, funding, and technology to support local charitable initiatives and organisations that enhance the physical, mental and spiritual wellbeing of those in our community.

   1.3 Advance religion by providing Christian chaplaincy, pastoral care, and spiritual guidance to the vulnerable and people in our wider community.

   1.4 Seek, accept and receive donations, subsidies, grants, endowments, gifts, legacies, loans and bequests either in money or in kind or partly in kind for all or any of the purposes and objects of the Board and carry out any specified Trust attaching or relating to the same to the intent that donations, grants, etc. made to the Board may be made for the benefit of the general purposes of the Board or may be made for some purposes within the general objects of the Board specified in particular cases by the donor or donors, and lenders or lenders.

1.5 Carry on any other charitable object which may seem to the Board capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to advance the objects of the Board or any of them.

2. At clause 2.4 of Appendix A of the Trust Deed the reference to "section 61(2) of the Income Tax Act 1976" is deleted and replaced with "section CW42 of the Income Tax Act 2007 (or any statutory modification or re-enactment thereof)".

3. At clause 2.16 of Appendix A of the Trust Deed together with Appendix B clause 3.2(f), and Appendix B clause 3.10(c), the words "requiring the prior approval of the Te Puke Baptist Church" are deleted and replaced with the following:

"requiring the prior approval of the Te Puke Baptist Church Eldership...".

4. Clause 2.18 of Appendix A of the Trust Deed is deleted and replaced with the following:

2.18 None of the clauses, powers or authorities conferred upon the Board under clauses 1.1 to 1.5 (inclusive) are to be deemed subsidiary or ancillary to any other clauses, powers or authorities (except where content expressly requires) and the Board is fully empowered to exercise all of any of the powers and authorities independently of each other provided that all of the powers and authorities are exercised in pursuance of the objects described in clauses 1.1 to 1.5 for which the Board is established.

5. Clause 2.19 of Appendix A of the Trust Deed is deleted and replaced with the following:

2.19 No resolution of any meeting will be able to alter or add to the powers and authorities of the Board unless it is carried by a majority of at least two thirds of the total Board members. No alteration, amendment or addition may be made to the powers and authorities which will affect the charitable matters as approved by Charities Services (or any other entity that regulates and/or governs and/or administers and/or has authority over charities in New Zealand to the extent relevant to this clause), or conflict of any of the provisions of the objects described in the clause 1, or that contravenes the provisions of the Charitable Trusts Act 1957 and the Charities Act 2005 (or any statutory modifications or re-enactments thereof).

6. In relation to Appendix B of the Trust Deed, the following further amendments are approved and confirmed:

6.1 Where in Appendix B there is a reference to the "Treasurer", all such references are amended to "Treasurer or Administrator".

6.2 Clause 3.1(c) is deleted and replaced with the following:

"3.1(c) All bankings and financial transactions of the Trust must require signing by no less than two Board Members or one Board Member and a person appointed by a resolution of the Board for such purposes, and any such transactions must be immediately notified to the Treasurer and Administrator in the event neither the Treasurer or Administrator are signatories to any banking or financial transaction."

6.3 At clause 3.1(d) the first line is deleted and replaced with the following:

"The Treasurer and/or Administrator will have the power to receive and give..."

6.4 Clause 3.2(c)(ii) is deleted and be replaced with:

3.2(c)(ii) Becomes mentally incapable.

6.5 Clause 3.2(e) is deleted and replaced with:

3.2 (e) Any Board Member may resign from the Board by giving notice in writing to the Chairperson and the resignation will take effect from the date the notice is received by the Chairperson.

6.6 Clause 3.4(c) is amended to delete the words "...plus one...".

6.7 Clause 3.4(i) is deleted and replaced with the following:

3.4 (i) A resolution in writing, signed or assented to by physical or electronic communication by the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may be signed in any number of counterparts, including email or scanned PDF copies, all of which will together constitute one and the same resolution.

6.8 Clause 3.4(j) is deleted and be replaced with the following:

3.4 (j) The financial year of the Board shall end on the 30th day of June in each year.

6.9 Clause 3.4(k) is deleted and replaced with the following:

3.4(k) In the month of December or after in each year the Board members will hold an Annual General Meeting. The business of the Annual General Meeting will be:

(i) To receive and consider the Annual Report;

(ii) To receive, consider and (as appropriate) adopt the Income and Expenditure Account and Balance Sheet, after auditing if an audit is required pursuant to clause 3.9 of Appendix B;

(iii) To nominate Board members for appointment;

(iv) To elect an Auditor, if an audit is required pursuant to clause 3.9 of Appendix B; and

(v) To consider any resolution notice of which has been given in writing to the Chairperson at least 14 days before the date of the meeting.

6.10 In clause 3.4(l) the reference to "Secretary" is deleted and replaced with "Chairperson".

6.11 Clause 3.4(m) is deleted and replaced with the following:

(m) Notice of all meetings of Board members specifying the object or objects of such meeting shall be provided by the Chairperson or an assigned officer to the Board members at least 7 days prior to the date fixed for the holding of any meeting and may be provided physically, by email or any other electronic means.

6.12 Clause 3.5 is deleted and replaced with the following:

3.5 **Minutes**

All proceedings of Board members shall be recorded in the form of written minutes.

6.13 Clause 3.7 is deleted and replaced with the following:

3.7 The Board shall have a common seal (the Common Seal) which shall be kept in the custody of the Chairperson (or such other officer as shall be appointed by the Board) and which shall be used only by authority of the Board previously given to any document requiring execution under Common Seal by the Board. Each such use of the seal shall be performed in the presence of and accompanied by the signatures of at least two Board members and shall be sufficient evidence of the authority to use such seal.

6.14 Clause 3.9 is deleted and replaced with the following:

3.9 In addition to the above requirements of clause 3.4(k):

(a) The books of accounts will be reviewed and/or audited (by an auditor who shall not be a member of the Board) annually in accordance with the requirements of the Charities Commission and/or any applicable legislation, regulation or rules from time to time governing registered charitable trusts in New Zealand. Regardless of whether or not an audit is required by the Charities Commission and/or any applicable legislation, regulation or rules, an audit shall be completed if required by a majority of the Board; and

(b) The books of accounts and an annual report will be presented to the Board each year, within four (4) months of Balance date.

6.15 At clause 3.10(d) the words "and/or of the Charities Act 2005." Are added after the words "...the Charitable Trusts Act 1957".

6.16 At clause 3.11 the second sentence is deleted and replaced with the following:

"The accounts of the Board shall be kept securely in physical and/or electronic form as the Board members think fit and shall always be open to the inspection of any Board member."

7. The Trustees hereby confirm and ratify:

(a) The provisions of clauses 1. – 6. of this Deed; and

(b) An updated version of the Trust Deed, as attached, which includes the amendments set out in clauses 1. – 6. of this Deed to be lodged with the relevant charities registers.

8. This Deed may be signed in two or more counterparts, each of which shall be deemed to be an original but together shall constitute the same instrument and shall be binding on the parties, notwithstanding that all of the parties are not signatories to the original or same counterpart.

EXECUTED as a Deed

SIGNED by)
CHARLES PENI)
as Trustee in the presence of:)

CHARLES PENI

Witness:

Full Signature

Marcia Arianne Russell
Full Name

Finance & Admin Manager
Occupation

Te Puke
City of Residence

SIGNED by)
KEITH WRATT)
as Trustee in the presence of:)

KEITH WRATT

Witness:

Full Signature

Marcia Arianne Russell
Full Name

Finance & Admin Manager
Occupation

Te Puke
City of Residence

SIGNED by)
GEORGE JEFFERY)
as Trustee in the presence of:)

GEORGE JEFFERY

Witness:

M Russell
Full Signature

Marcia Arianne Russell
Full Name

Finance & Admin Manager
Occupation

Te Puke
City of Residence

SIGNED by)
PAMELA MARTIN)
as Trustee in the presence of:)

PAMELA MARTIN

Witness:

M Russell
Full Signature

Marcia Arianne Russell
Full Name

Finance & admin Manager
Occupation

Te Puke
City of Residence

SIGNED by)
ROGER LE BLANC SMITH)
as Trustee in the presence of:)

R. LeBlanc Smith.

ROGER LE BLANC SMITH

Witness:

M Russell

Full Signature

Marcia Arianne Russell

Full Name

Finance & admin Manager

Occupation

Te Puke

City of Residence