



# THE GATHERING

CONNECTING PEOPLE AND CHRIST

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## DECLARATION OF TRUST

**THE GATHERING**  
**PO BOX 411**  
**STIRLING, ONTARIO**  
**K0K3E0**

### TRUSTEES

ROBERT JOHN BASTEDO  
Box 864, 220 Church ST.,  
Stirling, Ontario  
K0K3E0

JOHN MILTON HARRIS  
Retired  
134 Columbia Lane  
RR5 Box 116  
Madoc, Ontario  
K0K2K0

NORMAN ERIC LOTT  
287 Barrett Rd.,  
Stirling, Ontario  
K0K3E0

WALTER R LOTT  
673 Wilson Rd.  
RR4  
Stirling, Ontario  
K0K3E0

MARK L NORMAN  
1530 Fish & Game Rd.  
RR2  
Frankford, Ontario  
K0K2C0

## **DECLARATION OF TRUST**

### **THE GATHERING**

#### **Article 1 –Declaration of Trust**

This Declaration of Trust was made on the 30<sup>th</sup> of June 24, 2006

We,     John M Harris  
          Walter R Lott  
          Mark L Norman

All of the Province of Ontario, hereby declare that we have agreed with each other to act as trustees of a fund established hereunder to be used to carry out the charitable purposes set out herein and to be known as THE GATHERING.

#### **Article 2 – Interpretations**

##### **2.1     Definitions**

“Church” shall mean THE GATHERING

“Trustee” of Trustees” shall mean an individual or individuals referred to in Article 1 and any successor or successors thereof, from time to time.

“Income Tax Act” or any reference to a specific or specific provisions thereof, shall mean the Income Tax Act Revised Statutes of Canada 1985, Chapter 1 (5<sup>th</sup> Supplement), as amended or such provisions as the case may be, of the said Act as amended from time to time.

“Capital” shall mean any contribution or donation of property to THE GATHERING whether in the form of cash or in any other form which may be received by the Trustees, and accumulations of income, if any, from the investment of such capital.

“Registered Charity” has the meaning set out in subsection 248 (1) of the Income Tax Act or within the meaning of any similar provision of any legislation of the Parliament of Canada from time to time in force of like or similar effect.

##### **2.2     Applicable Law**

This Declaration of Trust shall be construed in accordance with the laws of the Province of Ontario.

### **Article 3 – Purpose**

The purposes of the Church are:

- 3.1 To operate a local Christian Church founded on the principles outlined in the New Testament of the Bible for the purpose of:

Worshiping God  
Edifying Christians  
Communicating the Gospel of Jesus Christ to others  
Relieving poverty, distress and human suffering of all kind  
Advancing the Christian faith

- 3.2 To maintain a place of worship to serve the people of the area and carry out the purposes listed in 3.1

### **Article 4 – Principle Office**

The Church office shall be located in the Village of Stirling in the Province of Ontario.

### **Article 5 – Powers and duties of Trustees**

The Trustees will apply the capital of the Church solely for the advancement of the purpose of the Church and, for this purpose, the Trustees will exercise the following powers provided that such powers are not contrary to the statutes and common law relating to charities as well as the constitution of the Church.

- 5.1 To engage the services of such individuals as the Trustee, in their unfettered discretion necessary to carry out the purposes of the Church from time to time.
- 5.2 To insure the appointment of the necessary officers as determined by the constitution to be required to carry out the purposes of the Church from time to time.
- 5.3 To insure that the capital of the Church are applied to pay for the services of the individuals referred to in 5.1 and other costs incurred in connection with the advancements of the purpose of the Church.
- 5.4 To invest or reinvest the capital of the Church in investments authorized by law for trustees to the extent that such capital is not required at that time to carry out the purpose of the Church provided that any investments acquired by the Trustees by way of gift or bequest will be retained for so long as they determine notwithstanding that such investments may not be in the form of investments in which the Trustees are authorized to invest trust funds, and the Trustees shall not be responsible for any loss which may be realized by reason of the retention of such investments.
- 5.5 To acquire by purchase, lease, devise, gift, or otherwise, real property, and to hold such real property or interest therein if such property is required for the actual use and occupation for the carrying on it's charitable undertaking and

- when no longer necessary, to sell, dispose of and convey the same or any part thereof.
- 5.6 To acquire, accept, solicit or receive by purchase, lease, contract, donation, legacy, gift, grant, bequest or otherwise, any real or personal property, and to enter into and carry out agreements, contracts and undertakings incidental thereof.
  - 5.7 To solicit and receive by way of gift, bequest or devise or in any other manner, monies and other property, rights or interest, real or personal, of any nature and to insure these apply exclusively for the purposes of the Church.
  - 5.8 To insure that any capital of the Church is paid for all just and reasonable expenses incurred by the Church in the course of administering the Church or otherwise incurred in the purposes of the Church including the cost of insuring the Trustees against any loss that might be incurred in connection with the carrying out their duties and responsibilities.
  - 5.9 To accumulate from time to time part of a fund or funds of the Church or the income there from subject to any statutes or laws from time to time applicable.
  - 5.10 To do any other acts which, in the unfettered discretion of the Trustees, will advance the purpose of the Church

#### **Article 6 – Decisions, Retirement, Removal and Appointment of successor trustees**

- 6.1 The powers of the Trustees will be exercised by a majority of the Trustees.
- 6.2 The Trustees will insure that a bank account is opened and operated at a chartered bank or trust company. They will insure that any cash, cheques, bills of exchange, notes, drafts or any other commercial or security documents of any nature received will be deposited without unnecessary delay.
- 6.3 The Trustees will execute and deliver agreements, assignments, bills of sale, contracts, deeds, notes, power of attorney, receipts, documents and any other instruments in writing necessary or appropriate, in the opinion of the Trustees, for the administration of this trust.
- 6.4 Any Trustee may be removed for any reason whatsoever by notice in writing given to such Trustee by the remaining Trustees or be replaced by a vote of the Church members for another Trustee.
- 6.5 A successor Trustee or addition Trustee(s) may be appointed by a vote of the Church members at an annual or special meeting of the Church. At all times there will be a minimum of three (3) Trustees and no decision shall be made by the remaining Trustees, other than arranging a member meeting for the election of an additional Trustee(s).

- 6.6 Every successor Trustee appointed in accordance with 6.5 shall be a resident of Canada and a member in good standing of the Church.

### **Article 7 - Annual Statement**

Within 90 days following the close of each calendar year the Trustees will insure a financial statement with respect to the immediate calendar year. These statements will include statement of revenues and expenditure, a statement of changes in financial position and a balance sheet. These statements will be made available to every member of the Church and on request to any donor or prospective donor to the Church.

### **Article 8 – Amendments to Declaration of Trust**

The Trustee with a 30-day notice to the Church members, may at any time, in writing amend the provision of this Declaration of Trust whether by varying or deleting existing provisions or by substituting or inserting other provisions, provided that no amendment of the provision of this Declaration of Trust shall be valid to the extent it would

- 8.1.1 Permit the distribution, diversion or application of any capital of the Church to or for purposes other than the objects for which donors contributed such capital.
- 8.2 Permit the distribution, diversion or application of any capital of the Church to or for purposes other than those, which, by law, are exclusively charitable or would entitle the Minister of National Revenue or his successor (s) to revoke the registration of the Church as a registered charity.

### **Article 9 – Termination of Declaration of Trust**

The trustees with a 30-day notice to the Church members may by memorandum in writing

- 9.1 Transfer all the capital, after payment of or provision for all liabilities and debts of the Church, to a corporation formed with exclusive charitable objects, which are substantially the same as those of the Church provided that such corporation is a registered charity within the meaning of the Income Tax Act.
- 9.2 Dissolve the Church.
- 9.1 On the dissolution of the Church whether pursuant to the foregoing provision of 9.1 or otherwise law will forthwith distribute all the capital of the Church after payment of all liabilities and debts of the Church distributed to another registered charity.

IN WITNESS WHEREOF the Trustees have herewith set their hands and seals.  
SIGNED, SEALED AND DELIVERED

In the present of

\_\_\_\_\_ witness  
trustee

\_\_\_\_\_ ,

\_\_\_\_\_ witness  
trustee

\_\_\_\_\_ ,

\_\_\_\_\_ witness  
trustee

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\_\_\_\_\_ witness  
trustee

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\_\_\_\_\_ witness  
trustee

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