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**JAE WAN JEON  
("the Settlor")**

**AND**

**JAE WAN JEON, STEPHEN JAEHYUN PARK, THOMAS JUNG,  
IN JE CHO, JEONG WHA CHO, KYUNG SOON JI AND SANG SUK LEE  
("the Trustees")**

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**DEED OF TRUST**

**ST PAUL CHONG HASANG CATHOLIC CHURCH CHARITABLE TRUST**

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**CAVELL LEITCH PRINGLE & BOYLE  
SOLICITORS  
CHRISTCHURCH**

THIS DEED is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2007

**BETWEEN** **JAE WAN JEON** (“the Settlor”)

**AND** **JAE WAN JEON, STEPHEN JAEHYUN PARK, THOMAS JUNG, IN JE CHO, JEONG WHA CHO, KYUNG SOON JI AND SANG SUK LEE** (“the Trustees”)

## BACKGROUND

A. The Settlor wishes to establish a charitable trust for the purposes more particularly set out in this deed.

설립자는 본 증서에 명시된 목적을 위해 자선신탁을 설립하기로 하였다.

B. The Trustees have agreed to become the trustees of such a trust upon the terms and with and subject to the powers and discretions set out in this deed.

트러스티는 본 증서에 따라 부여된 신탁을 본 자선신탁의 트러스티로써 이행하기로 동의하였다.

C. The Settlor has paid to the Trustees and the Trustees acknowledge receipt of \$100.00 upon the terms and with and subject to the powers and discretions set out in this deed.

설립자는 본 증서의 목적에 사용되도록 트러스티에게 \$100 을 신탁하였다.

D. It is anticipated that further money, property and investments may from time to time be acquired by the Trustees for the purposes of the Trust.

추후 본 신탁의 목적을 위해 다른 자산을 취득할 수 있다.

## THIS DEED RECORDS

### 1. DEFINITIONS

In this Deed:

1.1. “**Administration Costs**” means all administration charges, other fees, taxes and duties which in the opinion of the Trustees are properly payable from the income and/or capital of the Trust Fund, including the employment of professional advisers, agents, officers and staff.

행정비용이란 신탁을 운용하는데 있어 지불해야한다고 트러스티가 판단하는 모든 비용을 포함하며 이는 신탁자산으로부터 정산한다. 이 비용은 세금, 급여등을 포함한다.

1.2. “**Balance Date**” means the 31st day of March in each year, or such other date as the Trustees may determine from time to time.

연간 정산날짜는 (회계년도) 매년 3 월 31 일이다.

- 1.3. **“Person”** includes any natural person, bank, company, corporation, corporation sole, firm, government, trust, or body of persons whether corporate or unincorporated and any other legal entity.

사람이라함은 개인, 은행, 회사, 법인, 단체, 국가, 트러스트 및 모든 법적구조를 포함한다.

- 1.4. **“Property”** means cash, real and personal property of every type, things in action and all other rights and interests.

자산이란 현금, 부동산, 개인자산등 모든 종류를 포함한다.

- 1.5. **“The Charitable Purpose”** in respect of this Trust means:

- 1.5.1. The advancement of the cause of religion in New Zealand, specifically the juridical entity which is presently known as the St Paul Chong Hasang Catholic Church, and which is situated in the Diocese of Christchurch of the Roman Catholic Church in New Zealand, in accordance with this Deed, and the norms of Canon Law of the Roman Catholic Church, either in their existing form or as modified from time to time, and in accordance with any Rules which the Trustees may establish from time to time to assist in giving effect to the Charitable Purpose (“the Rules”), in such manner as the Trustees shall from time to time in their absolute discretion determine. However, nothing that appears in the Rules shall have the effect of overriding or contradicting the terms of this Deed.

자선목적이란 뉴질랜드 종교의 증진, 즉, 뉴질랜드 가톨릭 교회의 크라이스트처치 교구에 위치한 성 정하상바로로 성당 (“성당”) 을 위한 것이며, 이 자선목적을 이행할때는 본 증서의 내용, 로마가톨릭 교회법, 그리고 본 성당의 사목협의회회칙에 담긴 다른 목적과 부합되어야한다. 본 증서에 담긴 내용은 성당의 사목협의회회칙보다 우선된다.

- 1.5.2. If the St Paul Chong Hasang Catholic Church is replaced by any one or more juridical entities over a period of time, then such replacement entity or entities will become the Charitable Purpose, and every reference in this Deed to the St Paul Chong Hasang Catholic Church will be deemed to be a reference to such replacement juridical entity or entities as the case may be.

성당이 다른 주체와 대체되는 경우에는 본 증서에서 말하는 성 정하상 바로로 성당은 이 대체된 단체를 뜻한다.

- 1.6. **“The Trust Fund”** means the sum of \$100.00 held by the Trustees and all other money, property and assets transferred to or acquired by the Trustees, including all accumulations of income and additions thereto not appropriated to or applied for any other purpose in accordance with this Deed.

신탁자산이란 트러스티가 설립자로부터 수령한 \$100 이외에 추후 수탁/취득할 다른 종류의 모든 돈, 자산등을 포함한다.

## 2. NAME OF TRUST

- 2.1. The Trust will be known as **ST PAUL CHONG HASANG CATHOLIC CHURCH CHARITABLE TRUST** (“the Trust”).

본 트러스트의 명칭은 St Paul Chong Hasang Catholic Church Charitable Trust 로 한다.

### 3. OFFICE OF THE TRUST

- 3.1. The office of the Trust shall be at the Presbytery of the St Paul Chong Hasang Catholic Church situated at 268 Bower Avenue, New Brighton, Christchurch or such other place as the Trustees may determine from time to time.

본 신탁의 사무실은 268 Bower Avenue 또는 트러스티가 결정하는 장소이다.

### 4. ACKNOWLEDGEMENT OF TRUST

- 4.1. The Trustees acknowledge that the Trustees will hold the Trust Fund on the trusts and with the powers set out in this Deed and implied by law.

트러스티는 본 증서의 내용을 토대로 주어진 권한을 통해 신탁자산을 수탁하였다.

### 5. TRUSTS OF INCOME AND CAPITAL

- 5.1. The Trustees shall hold the Trust Fund in perpetuity upon the following trusts:

트러스티는 세가지 신탁을 위해 신탁자산을 관리한다.

- 5.1.1. Firstly, towards the payment of any or all Administration Costs.

첫째, 행정비용 부담.

- 5.1.2. Secondly, the Trustees shall pay or apply in perpetuity the whole or any part of the net annual income arising from the Trust Fund, and/or the whole or any part of the capital of the Trust Fund, for the Charitable Purpose as defined in this Deed.

둘째, 신탁목적의 이행.

- 5.1.3. Thirdly, the Trustees shall accumulate so much of the net annual income which is not paid or applied in accordance with clause 5.1.2 above, so that such accumulations shall be added to and form part of the capital of the Trust Fund.

셋째, 5.1.2 후의 잉여자금을 자산으로 운용한다.

### 6. INCOME BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 6.1. Any income, benefit or advantage shall be applied to the Charitable Purpose of the Trust.

모든 수익, 이익등은 본 신탁의 신탁목적을 위해 쓰여져야 한다.

- 6.2. No Trustee or person associated with a Trustee shall derive any income, benefit or advantage from the Trust, where they can materially influence the payment of the income, benefit or advantage, except where that income, benefit or advantage is derived from:

트러스티의 위치에 있는 자 또는 연관된 자, 즉 신탁의 자금운용에 영향을 미칠 수 있는 자는 본 신탁으로부터 수익이나 이익을 얻지 못하도록 제한하나, 다음의 경우 허가된다:

- 6.2.1. Professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or

시장 평균보다 높지 않은 신탁과 관련된 전문인의 비용 또는

6.2.2. Interest on money lent at no greater rate than current market rates.

시장 평균보다 높지 않은 빌려준 돈에 대한 이자.

6.3. The provisions and effect of this clause shall not be removed from this Deed and shall be included and implied into any document replacing this Deed.

본 조항은 본 증서로부터 삭제될 수 없다.

## 7. THE TRUSTEES

7.1. The Trustees shall at all times include the Priest for the time being of the St Paul Chong Hasang Catholic Church (“the Priest”), the President for the time being of the St Paul Chong Hasang Catholic Church Trust Committee and such other Trustees as are from time to time appointed by the Roman Catholic Bishop of the Diocese of Christchurch (“the Bishop”), upon recommendation by the Priest, provided that there shall be no fewer than three Trustees. The Bishop shall at all times have the power to appoint any replacement or additional Trustees upon recommendation by the Priest and he shall also have the power to remove, upon recommendation by the Priest, any Trustee or Trustees at any time without giving any reason therefor.

트러스티는 항상 본당신부 그리고 사목협의회 회장을 포함한 최소 3 인으로 구성되어야 하며, 트러스티의 임명, 교체, 추가, 해고에 대한 권한은 본당신부의 추천 또는 요청에 의하여 크라이스트처치 교구장이 행사한다.

## 8. PROCEEDINGS OF THE TRUSTEES

8.1. The Trustees may make their decisions and hold and regulate meetings as they think fit, subject to any conditions or procedural requirements specified in the Rules. This includes the power to make decisions by telephone, facsimile, electronic and other means of communication and by any one or more documents in the same or similar form.

트러스티는 성당 사목협의회 회칙에 의거 결정을 내릴수 있으며 이는 여러 방법을 통해 가능하다.

## 9. COMMITTEES

9.1. The Priest may from time to time appoint standing or special committees of one or more of the Trustees, or other persons, and may delegate to any such committee any of the duties and powers of the Trustees either subject to confirmation or in a manner which does not require subsequent confirmation by the Trustees.

본당신부는 필요에 따라 특정 위원회를 조직하고, 트러스티 또는 다른 사람을 조직된 위원회의 구성원으로써 임명할 수 있으며, 그 위원회에 특정 권한을 위임할 수 있다. 주어진 권한을 행사할 때 항상 트러스티의 인가를 받게끔 제한하거나 또는 제한하지 않을 수 있다.

9.2. Subject to any general or special directions given or conditions attached by the Priest or by the Trustees any duties and powers so delegated to any committee may be performed and exercised by the committee with the same effect as if those duties and powers had been directly conferred by this Deed and not by delegation.

임명과 동시에 별도로 부여된 조건이 충족된다면, 발족된 위원회 [또는 분과] 가 행사하는 업무에 대한 권한은 본 증서에서 발생된 것과 동일한 효력을 갖는다고 간주한다.

- 9.3. The Priest shall in all cases have and retain the right to revoke any appointment of a committee and to revoke the delegation to any committee of any duty or power of the Trustees. No such delegation shall limit the exercise of any power by the Trustees.

본당신부는 조직된 위원회에 위임된 권한을 회수/취소할 수 있는 권한을 가진다. 위원회에 부여된 권한은 트러스티의 고유권한을 침해하지 못한다.

- 9.4. Unless and until any such delegation is revoked it shall continue in force according to its tenor.

조직된 위원회에 부여된 권한은 본당신부가 회수하거나 취소하기 전까지는 유효하다.

## 10. TRUSTEES POWERS

- 10.1. Subject to the norms of Canon Law, and for the purposes of achieving the Charitable Purpose, the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person, including the employment of professional advisers, agents, officers and staff as the Trustees from time to time think fit. Subject to the Trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund. Accordingly, in addition to any specific powers vested in the Trustees by law, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including without limiting the extensive powers given by this clause, the unrestricted power to borrow and raise money, and to give securities and guarantees.

교회법과 본 신탁의 목적에 부합되는 한, 트러스티는 행정, 관리, 투자에 관련된 신탁자산에 대한 모든 권한이 있으며, 이는 전문가/에이전트/직원의 고용도 포함한다. 본 신탁의 내용에 부합되는 한, 트러스티는 신탁자산을 본인의 자산으로 생각하고 운용할 수 있다. 따라서 법적으로 트러스티에게 보장된 권한 이외에, 여러 한정되지 않은 의무관계를 생성할 수 있으며, 이는 용자/투자/담보를 얻거나 보증을 서는 것도 포함된다.

## 11. MISCELLANEOUS PROVISIONS

- 11.1. The Trustees shall be entitled to retain any assets of whatever kind or nature gifted or transferred by any person to the Trustees, or otherwise acquired by the Trustees, and the retention of such assets by the Trustees shall not breach any duty or obligation of the Trustees under the Trustee Act or otherwise.

트러스티가 타인으로부터 자산을 받거나 취득한 것은 트러스티의 의무위반이 아니며 신탁자산으로 보유할 수 있다.

- 11.2. The Trustees, in investing any part of the Trust Fund, shall, subject to the provisions of the Rules, not be under any obligation or duty to diversify investments. The Trustees shall have no liability to any person in respect of the investment of the Trust Fund, including in respect of any loss of income or capital suffered by the Trust Fund, except in the case of wilful default or dishonesty. This shall constitute a contrary intention for the purposes of Section 13D of the Trustee Act.

트러스티는 신탁자금을 분산하여 투자할 의무는 없다. 트러스티는 의도적인 행위로 인해 트러스트에 손해가 발생한 경우를 제외하고는 투자에 대해서 개인적인 책임을 지지않는다.

## 12. LIMITATION OF TRUSTEE LIABILITY

- 12.1. No Trustee or former Trustee acting or purporting to act in the execution of the trusts of this Deed shall be under any personal liability for any loss arising, whether directly or indirectly, from the execution of the Trust not attributable to:

모든 현/전 트러스티는 본 증서의 내용에 따른 업무수행의 과정에서 발생하는 손해에 대해서 개인책임이 따르지 않지만, 다음과 같은 예외가 있다:

- 12.1.1. The dishonesty of the Trustee, or

트러스티가 정직하지 않은 경우 또는

- 12.1.2. The dishonesty of the servants of the Trustee, or

트러스티의 대행인이 정직하지 않은 경우 또는

- 12.1.3. A wilful commission or omission by the Trustee or by the servants of the Trustee of any act known by the Trustee or such servants to be a breach of trust.

트러스티의 임무를 저버리는 행위인것을 인지했으면서도 스스로 또는 대행인을 통해 의도적으로 수행/수행하지 않은 경우.

- 12.2. No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by a co-Trustee or former Trustee.

트러스티중 누군가 임무를 위반하였다도 다른 트러스티는 임무를 위반한 트러스티에 대해 소송을 제기할 의무는 없다.

- 12.3. Each Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising out of or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or the dishonesty of the servants of the Trustees or to the wilful commission or omission by that Trustee or by servants of the Trustee of any act known by that Trustee to be a breach of trust.

현 트러스티 또는 전 트러스티는 트러스티로써의 잘못 또는 대행인의 잘못이 있지않은 한 개인적인 책임이 따르지 않는다.

## 13. AMENDMENT OF TRUST DEED

- 13.1. Subject to any conditions or procedural requirements specified in the Rules, the Trustees may by Deed modify or vary this Deed in the following circumstances:

성당 사목협의회 회칙에 따라 트러스티는 다음과 같은 경우 본 증서를 수정할 수 있다.

- 13.1.1. To make any amendment which is of a formal, minor or technical nature, or

공식적인, 작은 또는 기술적인부분에 대해 수정을 가할 때 또는

- 13.1.2. To correct a manifest error, or

오류를 정정하기 위할 때 또는

- 13.1.3. To make any modification which, in the opinion of the Trustees, is consistent with the Charitable Purpose, but which does not in any way affect the exclusively charitable nature of this Trust.

본 증서의 자선목적에 부합되지 않는 부분을 수정할 때.

#### **14. DISTRIBUTION OF TRUST**

- 14.1. Notwithstanding the provisions of this Deed, in the event that the juridical entity presently known as the St Paul Chong Hasang Catholic Church ceases to exist at any time during the term of the Trust, and if the St Paul Chong Hasang Catholic Church is not replaced by any one or more juridical entities, then the Trustees may, in accordance with any conditions or procedural requirements specified in the Rules, and in accordance with the norms of Canon Law, resolve that the Trust shall be terminated and the Trust Fund distributed in full as to both capital and income. Upon the arrival of such distribution date as may be fixed, and subject, as appropriate, to the norms of Canon Law, the Trustees shall hold both the capital and income of the Trust Fund which then remains for the benefit of the Roman Catholic Bishop of the Diocese of Christchurch for the religious, charitable and educational purposes of the Diocese of Christchurch.

성 바오로 정하상 성당이 다른 주체와 대체되지 않는다면, 성당 사목협의회 회칙에 명시된 대로 절차를 밟아 해산할 수 있다. 해산이 된다면 트러스티는 교회법에 따라서 자산을 가지고 있게 되며 이는 최종적으로 크라이스트처치 교구로 귀속된다.

#### **15. INCORPORATION OF TRUST**

- 15.1. The Trustees may at any time in their absolute discretion incorporate as a Board under the Charitable Trusts Act 1957, and in such event each reference to "Trustees" in this Deed shall be deemed to mean and refer to "the Board" which is constituted under the provisions of the above Act.

본 신탁은 추후 법인화할 수 있다.

#### **16. CODE OF CANON LAW**

- 16.1. The Trust established by this Deed shall, unless inconsistent with civil law as it applies to this Deed, be subject to the Canon Law of the Roman Catholic Church as it exists from time to time.

본 증서는 시민법과 상반되지 않는다면 교회법 또한 적용된다.

**SIGNED AS A DEED**

**SIGNED** by the said )  
**JAE WAN JEON** )  
as the Settlor in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**STEPHEN JAEHYUN PARK** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**THOMAS JUNG** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**IN JE CHO** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**JEONG WHA CHO** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**JEONG WHA CHO** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**KYUNG SOON JI** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**SIGNED** by the said )  
**SANG SUK LEE** )  
as a Trustee in the presence of:- ) \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_