

**THIS DECLARATION OF TRUST** is made the 1<sup>st</sup> day of September One thousand nine hundred and ninety-nine

- by
- (1) REV. MOTHER WONG MARIE THERESE (王德蘭省會長)  
holder of Hong Kong Identity Card No.A877528(4)
  - (2) MAK SUK YIN HELEN (麥淑賢)  
holder of Hong Kong Identity Card No.A860079(4)
  - (3) SO YUEN MAY TERESA (蘇婉薇)  
holder of Hong Kong Identity Card No.E868539(1)
  - (4) TAM PO KING TAMMY (譚寶瓊)  
holder of Hong Kong Identity Card No.G532429(6)
  - (5) WONG PO YEE IRIS (黃寶兒)  
holder of Hong Kong Identity Card No.E962875(9)
  - (6) CHING SHUI PING NANCY (程瑞聘)  
holder of Hong Kong Identity Card No.D322244(7)

(collectively "the Trustees" and include the trustee or trustees for the time being hereof).

**WHEREAS :**

- (1) St. Paul's (Lam Tin) Alumni Association is a society established under the Societies Ordinance (Cap.151).
- (2) The Trustees are desirous of establishing the charitable trusts set out in this Declaration to be known as the "St. Paul's (Lam Tin) Alumni Charitable Trust (藍田聖保祿校友會慈善基金)" for the benefit of the Alumni with a view to advancing education and promoting religious faith at St. Paul School (Lam Tin) ("the School") and to promoting and supporting charitable activities in the community of Hong Kong.
- (3) The Trustees have received and now hold the sum of HK\$4,430.00 on the charitable trusts hereby declared and it is contemplated that further money and investments will from time to time be paid or transferred to the Trustees to be held on the same trusts.

**NOW THIS DEED WTNESSETH AND IT IS HEREBY AGREED AND DECLARED** as follows :-

## **1. Definition**

1.1 In this deed the following expressions shall have the meanings hereinafter expressly assigned to them:-

- (a) "the Alumni" shall mean the St. Paul's (Lam Tin) Alumni Association;
- (b) "the Trust" shall mean the charitable trust established by Clause 3 of this Declaration of Trust and known as the "St. Paul's (Lam Tin) Alumni Charitable Trust";
- (c) "the Trust Fund" shall mean the said sum of HK\$4,430.00 in recital (3) and all additions thereto and the investments and property from time to time representing the same as shall not for the time being have been paid or applied under any power in that behalf hereinafter contained in such manner as to cease to be subject to the trusts of this deed; and
- (d) "the Trustees" shall mean the Trustees and the survivors or survivor of them or the other Trustees or Trustee for the time being of the Trust.

1.2 Unless the context otherwise requires the singular includes the plural and vice versa and the masculine gender includes the feminine and neuter gender. If the context of this Declaration so permits or requires, words importing any gender shall include the other genders, and the expression "person" or "persons" shall include firms and/or corporations.

1.3 Clause headings are for reference only and shall not be taken into consideration in their interpretation.

## **2. Name of Charity**

The charity hereby established shall be called "St. Paul's (Lam Tin) Alumni Charitable Trust (藍田聖保祿校友會慈善基金)".

## **3. Charitable Trust**

The Trustees shall stand possessed of the Trust Fund upon trust to retain the same in the form of the property investments securities and moneys in which the same shall be received by the Trustees who may at any time or times sell or invest the same or any part or parts thereof and to pay or apply the income and the whole or any part of the capital of the Trust Fund at such times and in such manner as the Trustees shall in their absolute discretion think fit for the charitable objects of the

Trust declared in Clause 4 or any one or more of them.

#### **4. Charitable objects of the Trust**

The charitable objects of the Trust are:-

- (a) to support the Alumni in its objectives in advancing education, promoting religious faith and supporting and promoting charitable activities in Hong Kong;
- (b) to support the Alumni by providing support to the School and the affiliated schools in their respective operations and activities in advancing education and promoting religious faith;
- (c) to provide support to the charitable institutions in Hong Kong in their respective activities for the relief of aged, impotent and poor people or for any other purposes beneficial to the community; and
- (d) without prejudice to the generality of the foregoing,
  - (i) to provide assistance and financial support to the Alumni, the School for the purposes of maintaining improving and enhancing the standard and quality of education;
  - (ii) to provide assistance and financial support to the Alumni, the School for the purposes of maintaining strengthening and promoting religious faith among the students at the School; and
  - (iii) to promote, sponsor, assist and provide financial support for researches, academic courses, training courses, seminars, conferences, exhibitions, exchange programmes, study tours, publications and activities of educational value, and any other activities for the advancement of education and promotion of religious faith for the students of the School.
  - (iv) to promote, sponsor, assist and provide financial support to those activities relating to the relief of aged, impotent and poor people held by the charitable institutions in Hong Kong.

In this clause, "financial support" includes but is not limited to funding in whole or in part one or more of the objects specified above.

#### **5. Investment**

The Trustees shall invest money forming part of the Trust Fund and also the net proceeds of every sale made under the provisions of Clause 3 hereof in their names or under their control in the purchase of or at interest upon the security of such stocks funds shares securities investments land buildings messuages apartments shops offices or property of whatever nature and wheresoever situate and whether involving liability or not or upon such personal security or by placing the same on deposit at interest with such bank finance company or similar institution wherever established or carrying on business or with such local or other authority in any part of the world as the Trustees shall in their absolute discretion think fit with power to vary such investments for others of any nature hereby authorized. To the intent that the Trustees shall have the same full and unrestricted power of investing and transposing the investment of the Trust Fund in all respects as if they were absolutely entitled thereto beneficially.

## **6. Application of the Trust Fund and Income thereof**

6.1 The Trustees shall have power at their absolute and unfettered discretion to pay or apply at any time and from time to time the income and/or capital of the Trust Fund or such respective part or parts thereof as they consider appropriate for all or any of the objects and/or purposes of the Trust. And the word "apply" shall in this sub-clause 6.1 include loan of all or any part or parts of the income and/or capital of the Trust Fund (whether with or without security and whether reserving interest or not) to the Alumni and the School.

6.2 Without prejudice to the generality of the provisions contained in Clause 6.1 above, the Trustees may at their absolute and unfettered discretion pay or apply all or any part or parts of the income and/or capital of the Trust Fund to or for or towards:-

- (1) the establishment promotion maintenance or improvement of secondary and primary school education (including general education and social and physical training) at the School;
- (2) the cultivation promotion and strengthening of the spirit of the School;
- (3) the provision of loans grants or scholarships or other assistance to the students of the School;
- (4) the provision of loans grants scholarships or other assistance to graduates of the School for their further or tertiary education;
- (5) the provision of funding for any conference seminar research project exchange programme study tour publication and activity of educational value for the students of the School;

- (6) the provision of funding to the Alumni for any charitable purpose or purposes (specific or otherwise);
- (7) the provision of funding to the Alumni for any activity (which in the opinion of the Trustees is of educational value) of any association society committee of or at the School;
- (8) the relief for any disabled or disadvantaged students of the School;
- (9) the establishment (whether by endowment or by any other means) of any additional college or school sponsored administered operated or managed by the School;
- (10) the provision or improvement of facilities (including open space) for the use of the students of the School whether on the site of the School or any other site including the provision of new or further buildings or the improvement or rebuilding of existing buildings whether or not for the exclusive use of the students of the School including one or more places for religious worship (whether or not consecrated or dedicated exclusively for such purpose) teaching rooms laboratories libraries hostels dormitories common rooms union facilities and sporting leisure and recreational facilities;
- (11) the improvement of the welfare of the students of the School whether by the provision of medical assistance or insurance or otherwise for the purpose of advancing education.

6.3 With a view to achieving all or any of the foregoing objects the Trustees shall have (in addition to any other power) power:-

- (1) to acquire purchase take on lease or in exchange hire or otherwise lands buildings messuages or tenements of whatsoever nature or kind and wherever situated;
- (2) to grant sell convey assign surrender exchange partition yield up mortgage demise reassign transfer or otherwise dispose of any lands buildings messuages tenements mortgages debentures funds shares or securities upon such terms as may seem fit to the Trustees;
- (3) to borrow any moneys required for the purposes of the Trust Fund upon such terms and on such securities as may be determined; and
- (4) to do all such other things as are incidental or conducive to the attainment of

all or any of the objects set out in sub-clauses 6.2 and 6.3 above.

## **7. Powers**

Without prejudice to the generality of any other power hereby or by law conferred upon them the Trustees shall have and may at any time or times exercise the following powers :-

- (1) Power to borrow any sum or sums on any terms which sum or sums in the opinion of the Trustees can advantageously be applied for the benefit of the Trust Fund or for the benefit of any hereditament forming part of the Trust Fund and for that purpose to mortgage or pledge or create any other form of security over any property of whatsoever nature for the time being forming part of the Trust Fund;
- (2) Power to pay or apply such part or parts of the income and/or capital of the Trust Fund and for any purpose or purposes of the Trust including (but not limited to) payment of the expenses of the administration of the Trust and for the purchase or acquisition of any property which in the opinion of the Trustees is necessary or convenient for the due administration of the Trust;
- (3) Power to appoint and remunerate a secretary or clerk, such other officer or officers, professional investment firms or fund managers and such other personnel as in the opinion of the Trustees may be necessary or convenient for the due administration of the Trust;
- (4) Power with such (if any) consents as may be required by law to appeal for and invite by any fund raising activities or otherwise contributions (whether periodical or otherwise) to the Trust from any person by way of donation covenant grant loan legacy or subscription and to accept the same to and on the trusts conditions and powers of the Trust;
- (5) Power to make vary or rescind regulations for the regulation of the affairs of the Trustees and of the Trustees and of the Trust but such regulations shall not be inconsistent with the provisions hereof including particularly Clause 8(1);
- (6) Power to authorize (and thereafter monitoring ) the investment of the Trust Fund (or any part or parts of it) in the name of one or more nominees and/or to delegate to suitable delegates including professional investment firms and fund managers any discretion or discretions vested in the Trustees with respect to the investment of the Trust Fund;

- (7) Power to authorize and/or delegate to sub-committees the organization and management of fund-raising activities; and
- (8) Power during such period (if any) as the law may allow to accumulate the whole or any part of the income of the Trust fund by adding the same to the capital thereof.

## **8. Meetings of Trustees and miscellaneous administrative duties and powers**

8.1 Meetings of the Trustees shall be held in accordance with the following regulations :-

- (a) The Trustees shall hold meetings at least once in every calendar year and at such other times and in such places as they shall from time to time decide and any Trustee may at any time convene a special meeting of the Trustees. A meeting of the Trustees shall be convened by at least seven (7) days' notice being given or sent by post to the other Trustees at their respective last known places of residence or business stating the time and place of holding the same and the nature of the matter to be discussed and the business to be transacted thereat, but with the consent of not less than two-third ( $2/3^{\text{rd}}$ ) of the Trustees a meeting of the Trustees may be convened at shorter notice or without notice;
- (b) There shall be a quorum which unless otherwise determined by regulations made hereunder by the Trustees shall be four (4) Trustees present at any meeting;
- (c) The Trustees shall appoint one of their number to be the chairman of their meetings. If at any meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairman of the meeting; and
- (d) Every matter shall be determined by the majority of votes of the Trustees present and voting on the question. In case of equality of votes the chairman shall have a second or casting vote.

8.2 The Trustees shall provide and keep a minute book in which shall be entered the proceedings of the Trustees and which shall be signed by the chairman at the conclusion of each meeting or at some future meeting if the minutes shall have been duly confirmed.

8.3 The Trustees shall provide books of account in which shall be kept all proper accounts of all moneys received and paid respectively by or on behalf of the

Trustees for the purposes of the Trust and shall ensure that all appropriate records are made and retained.

8.4 The Trustees shall arrange for the accounts of the Trust to be audited yearly by a chartered or some other fit and proper accountant and for appropriate financial statements to be made.

8.5 The Trustees shall arrange for the deposit of money of the Trust Fund and the custody of documents of the Trust.

## **9. Trustees interest in the Trust Fund**

9.1 No Trustee shall take or hold any interest in any property belonging to the Trust Fund otherwise than as Trustees for the purpose of the Trust and no Trustee shall receive remuneration or be interested in the supply of service at the expense of the Trust provided nevertheless that a Trustee may be reimbursed any reasonable and proper expenses incurred by him in carrying out his duties including any travelling or other reasonable out-of-pocket expenses incurred by him as Trustee.

9.2 A Trustee who is in any way, whether directly or indirectly, interested in a contract or proposed contract (being a contract of significance in relation to the Trust) with the Trust shall, if his interest in the contract or proposed contract is material, declare the nature of his interest at a meeting of the Trustees.

## **10. Charging clause**

10.1 Any individual Trustee being a lawyer, accountant or other person engaged in profession shall be entitled to charge and be paid out of the Trust Fund all usual professional or other charges for work done by him or his firm or company in connection with the execution of the trusts provided always that such remuneration shall be determined by the Trustees in a Trustees' meeting in which the relevant remunerated Trustee shall not be present nor vote in respect of such resolution and if he shall do so his vote shall not be counted nor shall he be counted in the quorum present at the Trustees meeting.

10.2 If any firm or company of which one or more of the Trustees is a partner director or member shall be instructed or retained to advise act for or transact any business on behalf of the Trust such firm or company shall be entitled to be paid and to retain for its benefit all the usual and proper charges for business done time expended and acts done by it whether such advice was given acts done or business transacted by such Trustee or any partner or co-employee of his and such Trustee shall not be required to account to the Trust for any consequential benefit received by him as partner director or member unless prior to such instruction or retained

(whether general or specific) such Trustee:-

- (a) failed to declare to the other Trustees prior to or at the meeting at which the relevant resolution was passed his interest in such firm or company; and/or
- (b) did not abstain from voting on the relevant resolution.

## **11. Trustees' Indemnity**

In the execution of the trusts and powers of this Deed, no Trustee shall be liable for any loss or depreciation to the Trust Fund arising by reason of any investment made in good faith by him and/or any other Trustee or by reason of any mistake or omission made in good faith by him or any other Trustee or by reason of any mistake omission default or negligence of any professional investment firms or fund managers appointed or delegated by the Trustees for investment or management of the investment of the Trust Fund or by reason of any other matter other than wilful and individual fraud wrongdoing or wrongful omission of the part of the Trustee who is sought to be made liable.

## **12. Removal of Trustee**

The Alumni may by notice in writing served on any of the Trustees request that the Trustee so served retire from office and unless he shall so retire (by notice in writing given to the other Trustees) within one month from the date of the service of such notice by the Trustees he shall at the expiration of such month cease to be one of the Trustees and upon such retirement or cesser as aforesaid the Trust Fund shall vest in the continuing Trustees without any necessity for a Deed.

## **13. Retirement of Trustees and Cesser of Trusteeship**

- 13.1 In the year immediately after the lapse of three (3) years of the establishment of the Trust and in every subsequent year, one-third ( $1/3^{\text{rd}}$ ) of the Trustees for the time being, or if their number is not a multiple of three (3), then the number nearest one-third ( $1/3^{\text{rd}}$ ) shall retire from office so that no Trustee shall hold office for more than a continuous period of six (6) years unless re-appointed after retiring.
- 13.2 The Trustees to retire in each year shall be those who have been longest in office since their last appointment, and as persons who become Trustees on the same date those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 13.3 A retiring Trustee shall be eligible for re-appointment.

- 13.4 Any individual Trustee who is absent from all meetings of the Trustees during a period of one year or who is adjudicated bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Trustees a wish to resign shall thereupon cease to be a Trustee and upon such cesser the Trust Fund shall vest in the continuing Trustees without any necessity for a Deed.

**14. Power to appoint new Trustees**

- 14.1 The power of appointing a new Trustee or new Trustees hereof shall be vested in the Alumni.
- 14.2 The number of Trustees shall not exceed nine (9) and shall at all time comprise a majority who are members of the Alumni.

**15. Amendment**

The Trustees may by not less than two-third ( $2/3^{\text{rd}}$ ) majority of them amend, add to or delete any of provisions of this Declaration of Trust by any deed or deeds supplemental to this Declaration of Trust provided that no amendment shall be made which will cause the Trust to cease to be a charity at law and provided that the Trust remains one for the support of the Alumni.

**16. Failure of the Trust**

In the event of the failure of the Trust of this Deed, any assets remaining after satisfaction of all debts and liabilities of the Trust shall be paid or distributed to the Alumni on the condition that the same shall be applied exclusively for charitable purposes and in the event of the non-existence of the Alumni the same shall be given to the School if the School remains as a charitable institution at the time of the failure of the Trust and such other charitable trust or institute or institutions which object or objects includes the advancement of education or promotion of religious faith or the relief of aged, impotent and poor people as the Trustees shall decide.

**17. Dissolution**

The Trustees may at any time dissolve the Trust by the application of the Trust Fund first in the discharge and satisfaction of the debts and liabilities of the Trust and second in payment or transfer of any part thereof remaining to the Alumni on the condition that the same shall be applied exclusively for charitable purposes and in the event of the non-existence of the Alumni to the School if the School remains

as a charitable institution at the time of the failure of the Trust and such other charitable trust or institute or institutions which object or objects includes the advancement of education or promotion of religious faith or the relief of aged, impotent and poor people as the Trustees shall decide.

**18. Proper Law**

This Declaration of Trust is made under the law of Hong Kong Special Administrative Region which shall be the forum for the administration of the Trust and the proper law applicable to the Trust shall be the law of the Hong Kong Special Administrative Region.

**IN WITNESS** whereof the parties hereto executed this Deed by setting their hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED )  
by one of the Trustees Rev. Mother )  
Wong Marie Therese )  
in the presence of :- )

SIGNED SEALED and DELIVERED )  
by one of the Trustees Mak Suk Yin )  
Helen in the presence of :- )

SIGNED SEALED and DELIVERED )  
by one of the Trustees So Yuen May )  
Teresa in the presence of :- )

SIGNED SEALED and DELIVERED )  
by one of the Trustees Tam Po King )  
Tammy in the presence of :- )

SIGNED SEALED and DELIVERED )  
by one of the Trustees Wong Po Yee )  
Iris in the presence of :- )

SIGNED SEALED and DELIVERED )  
by one of the Trustees Ching Shui Ping )  
Nancy in the presence of :- )

Dated this 1<sup>st</sup> day of September 1999

**ST. PAUL'S (LAM TIN) ALUMNI CHARITABLE TRUST**  
**(藍田聖保祿校友會慈善基金)**

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**DECLARATION OF TRUST**

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***CHEUNG & YIP***  
**SOLICITORS**  
Room 706, 7<sup>th</sup> Floor,  
China Insurance Group Building,  
141 Des Voeux Road Central,  
HONG KONG

Ref. No.: M/CKL/1070/ltk  
Declaration of Trust