

**4 October 2012**

# **HONG KONG BAPTIST UNIVERSITY**

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## **DEED OF VARIATION**

of the

**HONG KONG BAPTIST UNIVERSITY  
1998 SUPERANNUATION FUND**

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**THIS Deed of Variation is made on 4 October 2012**

**BETWEEN:-**

- (1) **Hong Kong Baptist University**, a body corporate with perpetual succession established pursuant to the Hong Kong Baptist University Ordinance (Cap. 1126) whose principal office is at Kowloon Tong, Kowloon, Hong Kong (the "**University**");
- (2) **Leung Wing Cheung William, Chan Albert Sun Chi, Wong Ying Wai, Hui Chun Lim William, Wong Yau Kar David, Wu Kwok Keung Andrew, Lau Wing Chung and Lau Sim Yee** of Hong Kong Baptist University, Kowloon Tong, Kowloon, Hong Kong (the "**Trustees**").

**WHEREAS:-**

- (A) By a Deed of Trust made on the 8 March 1998 (the "**Original Deed**"), the University established a superannuation scheme known as the **Hong Kong Baptist University 1998 Superannuation Fund** (the "**Fund**") providing retirement and other benefits for its employees.
- (B) The Original Deed was subsequently amended by three Deeds of Variation dated 28 April 2000, 3 October 2000 and 16 November 2011 respectively (the document so amended shall be referred to in this Deed as the "**Trust Deed**").
- (C) Clause 14 of the Trust Deed provides that the University may at any time by deed alter, amend, extend, modify or add to any of the trusts, powers or provisions of the Trust Deed subject to the restrictions contained in that clause.
- (D) The University wishes to amend the provisions of the Trust Deed in the manner set out in this Deed with effect from **4 October 2012** (the "**Effective Date**") and the Trustees acknowledge such amendments.

**NOW THIS DEED WITNESSETH:-**

1. **Definitions**

- (a) Words and phrases defined in the Trust Deed shall have the same meaning in this Deed of Variation.
- (b) The word "amend" in this Deed means "alter, amend, extend, modify or add to". Derivative expressions shall be construed accordingly.

2. **Amendments**

In exercise of its powers set out in Clause 14 of the Trust Deed, the University, with effect from the Effective Date, amends the Trust Deed in the manner set out in the Schedule to this Deed.

3. **Acknowledgement of the Trustees**

The Trustees acknowledge the amendments to the Trust Deed set out in Clause 2 above.

4. **Governing law**

This Deed of Variation shall be construed in accordance with the laws of Hong Kong.

**IN WITNESS WHEREOF** this Deed has been executed on the day and year first above written.

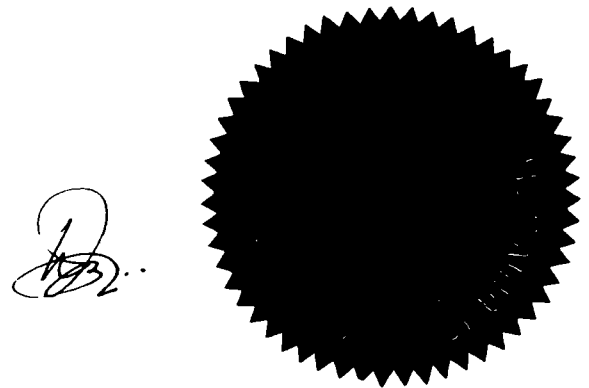
**Executed as a Deed** )  
SEALED with the Common Seal of )  
**HONG KONG BAPTIST UNIVERSITY** )  
and signed by the Council Chairman )

Wong Ying Wai )  
in the presence of )  
TIFFANY WONG )

and signed by )  
the President and Vice-Chancellor )  
Chan Albert Sun Chi )  
in the presence of )  
KOOLLY KO )

**Signed by the Trustee** )  
Lau Wing Chung )  
On behalf of the Trustees )  
in the presence of JESSICA LAU )

Lau Wing Chung



Albert Sun Chi

Lau Wing Chung

**Signed by the Trustee**

Lau Sim Yee

On behalf of the Trustees

in the presence of ARTEMIS NG



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## **SCHEDULE**

1. Clause 5.1 of the Trust Deed shall be amended by deletion of the words "and one of the Trustees shall be the chairman for the time being of the Finance Committee".
2. Clause 5.4 of the Trust Deed shall be amended by insertion of the words "the later of (i) approval from Relevant Authority is obtained and (ii)" immediately following the words "to that effect and upon".
3. Clause 6.1(c) of the Trust Deed shall be deleted in its entirety and be replaced by the following new Clause 6.1(c):-

"(c) The Trustee who is the chairman for the time being of the Finance Committee of the University shall be chairman of all meetings. If there is no such Trustee appointed or if such Trustee is absent at a meeting, then the Trustee who was the immediate preceding chairman of the Finance Committee of the University shall be chairman. If there is no such Trustee appointed or if such Trustee is absent at a meeting, then the Trustees present at a meeting shall appoint one of their number to be the chairman of the meeting provided that the chairman of any Trustees meeting shall not be a Member of the Scheme."