

Trust Deed Of Pastor Raymond Koh



MAH-KAMARIYAH & PHILIP KOH
ADVOCATES & SOLICITORS • NOTARY PUBLIC

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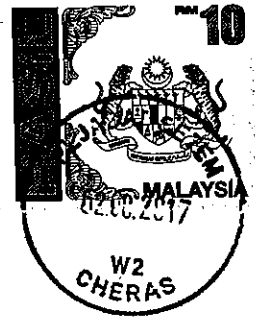
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This trust deed

is made on 8 May, 2017 among the following parties:

1. DATO LEE HWA BENG (NRIC: 540319-04-5479)
("Hwa Beng")
2. DATUK NG BEE KEN (NRIC: 541219-01-5875)
("Kenny")
3. DR. CHAN AH KEE (NRIC: 490801-10-5975)
("Ah Kee")
4. DATO ONG THENG SOON (NRIC: 710524-08-5057)
("Theng Soon")
5. LIEW SOW YOKE (NRIC: 561014-06-5308)
("Susanna")

(to be collectively "Joint Trustees")



Recitals:

- A. The Joint Trustees wish to establish a trust fund to be called the "Pastor Raymond Koh Trust Fund" (the **Fund**) for the provision of assistance, financial or otherwise, in furtherance of the objectives as set out in Clause 4 as the Joint Trustees deem appropriate.
- B. The Joint Trustees intend that any monies, gifts and donations towards the Fund to be held by Joint Trustees will be held in trust for the objectives as set out in Clause 4.

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this deed –

The Pastor Raymond Koh Trust Fund means the Fund established under this deed;

Trust Accounts means the accounts set up in accordance with Clause 9.1;

Trust Assets means the assets as are listed in Schedule 2 and any further gifts, donations or grants from sources as donations and gifts;

Trust Fund means all monies or property paid or transferred to the Joint Trustees and held by the Joint Trustees on the trust as established under this deed, and the investments (if any) from time to time representing the same; and

Joint Trustees means the persons named in Schedule 1.

1.2 Interpretation

In this deed –

- (a) unless the context requires otherwise, a reference to –
- (1) a clause, party, schedule or annexure is a reference to a clause of, and a party, schedule and annexure to, this deed;
 - (2) a party includes that party's legal personal representatives, successors, directors, officers, employees, agents and related bodies corporate;
 - (3) this deed includes any schedule or annexure thereof;
 - (4) a 'person' includes any individual, firm, body corporate, government or state, association or partnership (whether or not having a separate legal personality);
 - (5) this deed or any other document or any specified provision of this deed or any other document referred to in this deed, means that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this deed or that document or, as the case may be;
 - (6) words importing the singular include the plural and vice versa;
 - (7) words importing a gender includes any gender; and
 - (8) any statutes, statutory provisions, regulations, directives or treaties or any particular statute, statutory provision, regulation, directive or treaty shall include any amendment, modification, consolidation or re-enactment in force from time to time and any statutory instrument or regulations made under it;
- (b) **Ringgit** and the sign **RM** means Ringgit in the currency of Malaysia;
- (c) the index and headings are for convenience only and do not affect the construction of this agreement; and
- (d) general words are not given a restrictive meaning –
- if they are introduced by the word 'other' by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- (1) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

2 Establishment of the Fund

The Trust Fund as established by this deed is called the "**Pastor Raymond Koh Trust Fund**".

3 Power of Investment and Capital

The Trustees shall have the following powers:

3.1 Over Investment

The Trustees must hold the Trust Fund on trust either to retain or deal with the same or any part thereof and to invest the proceeds in or on any investments authorised by this deed, with power from time to time to vary such investments, and to pay or apply the net income of the Trust Fund and any part of the capital in their absolute discretion in furtherance of the objectives of the Fund declared in Clause 4.

3.2 Over Capital

The Trustees may appoint that they hold any of the Trust Assets and Trust Fund for such purposes as the Trustees think fit at their absolute discretion subject to it being in accordance with any of the objectives as set out under Clause 4.

3.3 Power to Raise Donations

The Trustees may take steps and facilitate the raising of and receiving of donations for the objectives of the Trust Fund.

4 Objective

In compliance with the following objectives, the Trustees shall disburse funds in such a manner and in such amount as the Trustees, in their absolute discretion, think appropriate.

- 4.1 The objectives of the Pastor Raymond Koh Trust Fund are to provide assistance, financial or otherwise, to Pastor Koh Keng Joo (NRIC: 541102-01-5759) ("**Pastor Raymond**") in his lawsuits and advocacy of his plight in Courts, Tribunals, Governmental Agencies, NGOs and to the public by way of instruction to legal representation and also media (including the making of media statements and documentary films and communications through both print and electronic media) both locally and internationally.
- 4.2 To provide financial relief to Susanna who is Pastor Raymond's wife, and strictly when needed also to the children of Pastor Raymond, including shelter, food, and release from financial difficulties
- 4.3 To provide financial assistance to Harapan Komuniti Berhad, a company limited by guarantee under the Companies Act 1965 ("**Harapan Komuniti**"), for its operational needs. Harapan Komuniti is a community grass-root project started by Pastor Raymond to help the poor, needy and the marginalized. Upon the dissolution of the Fund, any balance thereof in the Fund will be donated to Harapan Komuniti for Harapan Komuniti to carry out its objectives.
- 4.4 To apply to legal costs and relevant fees and disbursements of Court actions and media communications in advocacy of Pastor Raymond's plight both locally and internationally.

- 4.5 To promote reform of laws and procedures in accordance to the Federal Constitution and laws of Malaysia in advancing the cause and plight of others who are found in similar circumstances as Pastor Raymond, and for issues similar to those that have arisen in this case.

5 Constituting of the Trustees

5.1 Board of Trustees

The Trustees will be known as “The Board of Trustees of the Pastor Raymond Koh Trust Fund”.

6 Appointment of Trustees

6.1 Identity of Trustees

The persons whose names and particulars appear in Schedule 1 will be the first and constituting Trustees of the Pastor Raymond Koh Trust Fund.

6.2 Number of Trustees

There will at all times be at least two (2) Trustees that will hold and maintain the Pastor Raymond Koh Trust Fund, but additional Trustees could be appointed by way of consensus among existing Trustees.

6.3 Qualification of a Trustee

The qualification of a Trustee will be subject to the following conditions:

- (a) The person must be of good standing and possess high integrity;
- (b) The person must not be an undischarged bankrupt nor have any bankruptcy petition pending or threatened against him/her;
- (c) The person must not be nor have been convicted in any criminal proceedings nor be a named subject of any pending criminal proceedings;
- (d) The person must not have been imprisoned for any offence;
- (e) The person must possess the required competence, soundness of judgment, probity and diligence in fulfilling his/her responsibilities as a Trustee; and
- (f) The person must not conduct himself/herself in such a way as to cast doubt on his/her competence and judgement nor place himself/herself in any position of conflict in any transactions with the Trust.

6.4 Resignation of a Trustee

Any Trustee may resign his/her office by giving one (1) month's notice to the Board of Trustees without having to provide any reason therefor.

6.5 Casual vacancy

- (a) In the event of a vacancy due to death, resignation or any other reason, the vacancy will be filled by appointing a new Trustee within two (2) months of the post falling vacant.
- (b) Any casual vacancy among the Trustees will not affect the validity or in any way impair the decisions of the Trustees.

6.6 Appointment of new Trustees

On the appointment of any new Trustee, any person accepting the appointment to be a Trustee will be deemed to have declared that he/she will hold and manage the Pastor Raymond Koh Trust Fund upon and in accordance with the provisions of this deed.

6.7 Removal of Trustees

- (a) A Trustee will be deemed to have resigned and his/her office vacated if there are proven grounds of bankruptcy, unsoundness of mind, and/or misconduct.
- (b) If any Trustee is viewed to be unable to carry out his/her functions effectively or is unwilling to carry out his/her functions he/she shall resign his/her position.

7 Meeting of the Trustees

7.1 Convening a meeting

- (a) Any one of the Trustees may direct a convening of a meeting of the Trustees by giving not less than ten (10) days' prior notice.
- (b) Unless so convened, the Trustees will meet at least once a year.
- (c) Decisions may be made by way of electronic mail and/or fax and ratified at the next convened Board of Trustees meeting.

7.2 Quorum

The quorum for any meeting of the Trustees is three (3) Trustees. Should there be no quorum, the meeting will be postponed to another date not later than thirty (30) days from the first scheduled meeting.

7.3 Chairman

The Chairman of the Board of Trustees will be Kenny. In the absence of the Chairman the remaining Trustees shall have the discretion to appoint from amongst themselves the one who shall act as the Chairman from time to time. The

Board of Trustees shall also be at liberty to appoint any other member to be Chairman in replacement of Kenny.

7.4 Decision of the Trustees

- (a) The Trustees are to make every endeavor to arrive at a consensus in making any decision in relation to the Fund.
- (b) In the event that a vote is taken, any decision of the Trustees in relation to the Fund will be carried by a simple majority vote.

7.5 Circular resolution

A resolution in writing or copies thereof signed or approved by letter or fax or email by a majority of the Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held, and any such resolution may be in counterparts signed or agreed upon by one or more of the Trustees.

8 Investments

The Trustees may invest the Trust Fund or any part thereof that is not immediately required as the Trustees deem appropriate in their absolute discretion.

9 Trust Accounts

9.1 Trust accounts

The Trust Fund will be segregated from all other monies or accounts of the Trustees and held in separate accounts in licensed financial institutions approved by the Trustees.

9.2 Usage of monies

The Fund is designated for the objectives of the Pastor Raymond Koh Trust Fund and must not be used for any other purpose by the Trustees except in compliance with the terms and conditions of this Trust and for such expenses as are in connection with, or incidental or ancillary to the operations of the Trust as set out in this deed.

9.3 Details of accounts

Any bank account in which any part of the Trust Fund is deposited must only be operated by the Trustees and be held in the name of the Fund. All cheques and orders or instructions for the payment of money from such accounts must be signed or authorised by at least any two (2) Trustees.

10 Accounts

10.1 Maintenance of records

The Trustees will maintain such records and books as are necessary to give a true and fair view of the financial position of the Pastor Raymond Koh Trust Fund, and for this purpose may engage any suitable person with appropriate accounting or secretarial qualifications to be the accounting officer of the Fund.

10.2 Location of records

All books, accounts, registers, papers, files and other documents and records will be kept at the office of Messrs Mah-Kamariyah & Philip Koh at 3A07, Block B, Phileo Damansara II, No. 15, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor, Malaysia and Mr Philip Koh Tong Ngee who shall act as legal adviser to the Fund, providing also relevant secretarial support as may be required in the due administration of the Fund. All such records will under no circumstances be removed from that location save and except as may be permitted by a specific resolution by the Trustees.

10.3 Appointment of auditors

The Trustees will appoint an independent auditor to audit the accounts of the Pastor Raymond Koh Trust Fund.

11 Additional Powers of Trustees

In carrying out their functions under this deed the Trustees will have the following additional powers:

11.1 Employment of staff, agents or consultants

To employ or appoint such persons (who must not be Trustees) to perform such duties as the Trustees consider necessary for the proper administration of the Fund at such reasonable fees and on such reasonable terms as the Trustees think fit.

11.2 Fund raising

To raise funds by appealing for and inviting contributions (whether periodical or otherwise) from any person by way of donation, covenant, grant, loan, legacy or subscription and to accept donations on any special trusts in connection with the Pastor Raymond Koh Trust Fund provided that the Trustees will not undertake any trading activity in raising funds for the objectives of the Fund.

11.3 Expenses and remuneration

A Trustee may be reimbursed for any reasonable and proper expenses incurred by him/her in carrying out his/her duties, including any travelling or other expenses incurred by him/her as Trustee. The Trustees may make arrangements for reasonable remuneration for work done for the Fund by agents or independent contractors or consultants.

12 Trustees' Disclaimer and Indemnity

In the execution of the trusts and powers of this deed, no Trustee will be liable for any loss to the Pastor Raymond Koh Trust Fund arising by reason of any improper investment made in good faith or any mistake or omission made in good faith by him/her or any other Trustee or any other matter other than wilful default or gross negligence, fraud, wrongdoing, or wrongful omission on the part of the Trustee who is sought to be made liable.

The Trustees shall be indemnified for any costs, fees and expenses as he/she may be liable for in his/her discharge of and performance of his/her duties under the Fund.

13 Amendments of this Deed

The Trustees may amend any of the provisions of this deed by any deed or deeds supplemental to this deed.

14 Dissolution of the Pastor Raymond Koh Trust Fund

The Pastor Raymond Koh Trust Fund may be dissolved by a majority vote of all the Trustees, and upon such dissolution, the monies, assets or other property outstanding in the Pastor Raymond Koh Trust Fund will be paid or transferred by such party to Harapan Komuniti to carry out its objectives.

15 Law

This deed is governed by, and will be construed in accordance with, the laws of Malaysia.

Schedule 1 – Trustees

Name	IC No	Designation	Address	Contact details
Lee Hwa Beng	540319-04-5479	Trustee	41, Jalan TR8/3 Tropicana Golf & Country Resort, 47410 Petaling Jaya, Selangor.	019-220 3600 hwabeng1@gmail.com
Ng Bee Ken	541219-01-5875	Trustee (Chairman)	Unit 210, Level 2, Block A, Pusat Dagangan Phileo Damasara 2, Jalan 16/11, 46350 Petaling Jaya, Selangor.	019-222 1611 kennybkn@yahoo.co.uk
Chan Ah Kee	490801-10-5975	Trustee	8, Jalan SS12/1D, 47500 Subang Jaya, Selangor.	013-380 9168 chanahkee123@gmail.com
Ong Theng Soon	710524-08-5057	Trustee	8.2, Solaris Mont Kiara, Jalan Solaris 5, Mont' Kiara, 50480, Kuala Lumpur.	012-515 1334 t.s.onglegal@gmail.com
Liew Sow Yoke	561014-06-5308	Trustee	Prima 16, Chapter 1, Block A, 3-04, Jalan 16/18 Petaling Jaya, 46350. Selangor.	016-907 1935 liewsusanna@yahoo.com

Executed as a deed:


IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written:

The Trustees

Signed by Lee Hwa Beng
(NRIC No: 540319-04-5479

) 


in the presence of:
Name: LARISSA ANN LOUIS
(NRIC No. : 920606-05-5084

)  **LARISSA ANN LOUIS**
(BC/L/2478)
Advocate & Solicitor
Selangor

Signed by Ng Bee Ken
(NRIC No: 541219-01-5875

) 

in the presence of:
Name: LARISSA ANN LOUIS
(NRIC No. : 920606-05-5084

)  **LARISSA ANN LOUIS**
(BC/L/2478)
Advocate & Solicitor
Selangor


Signed by Chan Ah Kee
(NRIC No: 490801-10-5975

) 


in the presence of:
(Name: LARISSA ANN LOUIS
(NRIC No. 920606-05-5084

)  **LARISSA ANN LOUIS**
(BC/L/2478)
Advocate & Solicitor
Selangor

Signed by Ong Theng Soon
(NRIC No: 710524-08-5057

) 


in the presence of:
(Name: LARISSA ANN LOUIS
(NRIC No. : 920606-05-5084

)  **LARISSA ANN LOUIS**
(BC/L/2478)
Advocate & Solicitor
Selangor

Signed by Liew Sow Yoke
(NRIC No: 561014-06-5308

) 

in the presence of:
(Name: LARISSA ANN LOUIS
(NRIC No. : 920606-05-5084

)  **LARISSA ANN LOUIS**
(BC/L/2478)
Advocate & Solicitor
Selangor