

This Declaration of Trust is Made

on the 28th day of APRIL 2017 by:

Name RICHARD PHILIP CHARLES TENKESBURY of 22 STOURTON LANE
STOURTON, WARMINSTER, WILTS, BA12 6QL

Name FLEUR CAROLINE RUSH of 12A ORCHARDLEIGH VIEW,
FROME, SOMERSET, BA11 3SB

("the first Trustees")

The first Trustees hold the sum of Ten Pounds on the trusts declared in this deed and they expect that more money or assets will be acquired by them on the same trusts.

Now This Deed Witnesses as Follows:

1. Administration

The charitable trust created by this deed ("the Charity") shall be administered by the Trustees. (In this deed, the expression "the Trustees" refers to the individuals who are the Trustees of the Charity at any given time. It includes the first Trustees and their successors. The word "Trustee" is used to refer to any one of the Trustees.)

2. Name

The Charity shall be called Nyota Ing'arayo (Shining Star) Charitable Trust.

3. Objects

The objects of the Charity ("the Objects") are:

To help fund the feeding programme at Nyota Ing'arayo (Shining Star) school in the Kongowea district of Mombasa (Kenya) so that the school's 200+ pupils can be provided with simple but nutritious meals, to relieve hunger, promote health, encourage enrolment and attendance at school, and thus improve education levels, exam success and employment prospects.

To help fund essential repairs, maintenance and improvements in the buildings, furniture and facilities of the school to encourage enrolment and attendance at school and thus improve education levels, exam success and employment prospects.

4. Application of income and capital

The Trustees must apply the income and, at their discretion all or part of the capital, of the charity in furthering the Objects.

5. Powers

The Trustees may exercise the following powers in order to further the Objects (but not for any other purpose):

- (1) to raise funds and to invite and receive contributions provided that in raising funds the Trustees shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- (2) to co-operate with other charities, voluntary bodies, statutory authorities and industries operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them;
- (3) to do all such other lawful things as are necessary for the achievement of the Objects.

6. Duty of Care and Extent of Liability

- (1) When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the Charity, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ("the duty of care").
- (2) No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

7. Appointment of Trustees

- (1) There shall be at least 2 Trustees.
- (2) In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Charity.
- (3) The Trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.

- (4) The Trustees must make available to each new Trustee, on his or her first appointment:
 - (i) a copy of this deed and any amendments made to it; and
 - (ii) a copy of the Charity's latest report and statement of accounts.
- (5) Trustees shall hold office until trusteeship is terminated for one of the reasons specified in clause 9.

8. Eligibility for Trusteeship

- (1) No one shall be appointed as a Trustee:
 - (i) if he or she is under the age of 18 years; or
 - (ii) if he or she would at once be disqualified from office under the provisions of clause 9 of this deed.
- (2) No one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee of the Charity.

9. Termination of Trusteeship

A Trustee shall cease to hold office if he or she:

- (1) is disqualified from acting as a Trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;
- (2) dies or, in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- (3) notifies to the Trustees a wish to resign (but only if enough Trustees will remain in office to form a quorum for meetings when the notice of resignation takes effect).

10. Meetings and Proceedings of the Trustees

- (1) The Trustees may meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they see fit. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- (2) A meeting may be summoned on the request of any Trustee by giving reasonable notice to all the other Trustees. It shall not be necessary to

give notice to any Trustee for the time being absent from the United Kingdom.

- (3) The Trustees shall each year elect one of their number to chair their meetings. The person elected shall always be eligible for re-election. If that person is absent from any meeting, the Trustees present shall choose one of their number to chair the meeting before any other business is transacted.
- (4) There shall be a quorum when 2 Trustees are present at a meeting and "present" includes participating in a meeting conducted by electronic means where each participant may communicate with all the other participants.
- (5) Every matter shall be determined by a majority of the Trustees present and voting on the question but in the case of equality of votes the person chairing the meeting shall have a second or casting vote.

11. Conflict of Interest

A Trustee shall absent him or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

12. Minutes

The Trustees shall keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at meetings of the Trustees.

13. Accounts, Annual Report and Annual Return

The Trustees must comply with their obligations under the Charities Act 2011 with regard to:

- (1) the keeping of accounting records for the Charity;
- (2) the preparation of annual statements of account for the Charity;
- (3) the auditing or independent examination of the statements of account of the Charity;
- (4) the transmission of the statements of account of the Charity to the Commission;
- (5) the preparation of an annual report and its transmission to the Commission;

- (6) the preparation of an annual return and its transmission to the Commission.

14. Bank Account

Any bank or building society account in which any of the funds of the Charity are deposited must be operated by the Trustees and held in the name of the Charity. Unless the regulations of the Trustees make other provision, all cheques and orders for the payment of money from such an account shall be signed by at least 2 Trustees; and all electronic transfers or similar must be approved in writing by 2 Trustees prior to transfer.

15. Indemnity

The Trustees shall be entitled to an indemnity out of the assets of the Charity against all losses and liabilities *properly* incurred by them (incurred in good faith) in the management of the affairs of the Charity *so long as all losses and liabilities properly incurred can be met from the Charity's funds*.

16. Amendment of Trust Deed

Subject to the following provisions of this clause, this deed may be altered by a resolution passed by not less than two thirds of the Trustees voting at a special meeting provided that:

- (1) no amendment may be made to clause 3 (Objects), clause 6 (Duty of Care and Extent of Liability) and clause 21 (Dissolution) without the prior consent in writing of the Commission, if applicable;
- (2) no amendment may be made whose effect is that the Charity ceases to be a charity in law; and
- (3) the Trustees should, if applicable, promptly send to the Commission a copy of any amendment made under this clause.

17. Dissolution

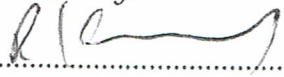
The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Charity must be passed at a meeting specially called for the purpose by a two-thirds' majority of the Trustees. Any assets of the Charity that are left after the Charity's debts have been paid ('the net assets') shall be given to some other charity or charities having objects similar to the Objects, chosen by the Trustees at or before the time of dissolution or, failing that, shall be applied for some other charitable purpose. A copy of the statement of accounts, or account and statement, for the final accounting period of the Charity must, if applicable, be sent to the Commission.

18. Interpretation

In this deed, all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation.

IN WITNESS of this deed the parties to it have signed below

1. Signed as a deed by:

1(a) 

on this 28th (day) of APRIL (month) 2017 (year)

in the presence of:

1(b) 

Witness's name:

..... R HALL

Witness's address:

..... 25 CHEAP STREET

..... FROME

2. Signed as a deed by:

2(a) 

on this 28th (day) of APRIL (month) 2017 (year)

in the presence of:

2(b) 

Witness's name:

..... R HALL

Witness's address:

..... 25 CHEAP STREET

..... FROME