

THIS DECLARATION OF TRUST is made this 26 day of JUNE 2005

by ELIZABETH LOJEDE of 5 St James Close Plumstead London SE18 7LE

ADEMOLA LOJEDE of 5 St James Close Plumstead London SE18 7LE

ELIZABETH ODUKOYA of 21 Wright Road South Norwood London SE25 6RY

SHAKWA NYINYA of 49 Whitby Road Woolwich London SE18 5SE and ABOYAMI

BABATUNDE FALAJA of 74 Villiant House Valley Grove Charlton London SE7 ('the

First Trustees')

WITNESSES AS FOLLOWS

1. INTRODUCTION

1.1 The First Trustees hold the sum of £100 together with other assets on the trust declared in this Deed ('the Trust')

1.2 Further money or property may be paid or transferred to the Trustees for the Trust

2. NAME AND OBJECTS

2.1 The Name of the Trust Integratus of the United Kingdom (or any other name chosen by resolution of the Trustees)

2.2 The objects of the Trust are:

i) the relief of poverty hardship and distress of refugee community in the United Kingdom

iii) the administering of the education for children with learning difficulties by providing recreation and leisure activities ("the object")

- 2.3 The Trustees must use the income and may use the capital of the Trust in promoting the Object

3. POWERS

The Trustees have the following powers, which may be exercised only in promoting the Object:

- 3.1 To support administer or set up other kindred charities
- 3.2 To provide advice
- 3.3 To publish or distribute information
- 3.4 To cause to be written and printed or otherwise reproduced distributed and circulated gratuitously or otherwise periodicals magazines books journals leaflets or other documents or films DVDs or recorded tapes or CDs which are desirable for the promotion of the Charity and its Objects
- 3.5 To conferences exhibitions meetings lectures classes seminars and courses either alone or with others and to disseminate the proceedings and papers given at such events
- 3.6 To issue appeals hold public meeting and take such other steps as may be required for the purpose of procuring contributions to the funds of the Charity in the shape of donations subscriptions or otherwise
- 3.7 To co-operate with other bodies
- 3.8 To raise funds (but not by means of taxable trading)
- 3.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.10 To acquire or hire property of any kind

- 3.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 3.12 To make grants or loans of money and to give guarantees
- 3.13 To set aside funds for special purposes or as reserves against future expenditure
- 3.14 To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 3.15 To delegate the management of investments to a financial expert but only on terms that:
 - 3.15.1 the investment policy is recorded in writing for the financial expert by the Trustees
 - 3.15.2 every transaction is reported promptly to the Trustees
 - 3.15.3 the performance of the investments is reviewed regularly with the Trustees
 - 3.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 3.15.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 3.15.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 3.15.7 the financial expert must not do anything outside the powers of the Trustees

- 3.16 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required
- 3.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty)
- 3.18 To pay reasonable fees to any nominee or holding trustee
- 3.19 Subject to clause 6 to employ paid or unpaid agents, staff or advisers
- 3.20 To enter into contracts to provide services to or on behalf of other bodies
- 3.21 To pay the costs of forming the Trust and insuring the Trustees under clause 3.19
- 3.22 To do anything else within the law which promotes or helps to promote the Object

4. THE TRUSTEES

- 4.1 The Trustees as the charity trustees have control of the Trust and its property and funds
- 4.2 The minimum number of Trustees is four and the maximum is seven individuals who must subscribe without reservation to the Statement of Faith contained in the Schedule

- 4.3 Subject to clause 4.7 the First Trustees are entitled to hold office for an initial term of five years and can offer themselves for re-election at the expiration of the term
- 4.4 Future Trustees must be appointed by resolution of the Trustees
- 4.5 Every future Trustee must sign a declaration of willingness to act as a Trustee of the Trust and of acceptance to the Statement of Faith set out in the Schedule before he or she is eligible to vote at any meeting of the Trustees
- 4.6 A Trustee automatically ceases to be a Trustee if he or she:
- 4.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee or trustee for a charity
 - 4.6.2 is incapable whether mentally or physically of managing his or her own affairs
 - 4.6.3 is absent from two consecutive meetings of the Trustees
 - 4.6.4 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office)
 - 4.6.5 is removed by a resolution passed by all the other Trustees after inviting the views of the Trustee concerned and considering the matter in the light of any such views
 - 4.6.6 ceases to hold any of the doctrines set out in the Statement of Faith contained in the Schedule
- 4.7 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Trust in respect of any liabilities properly incurred during his or her trusteeship

- 4.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees

5. PROCEEDINGS OF TRUSTEES

- 5.1 The Trustees must hold at least one meeting each year
- 5.2 A quorum at a meeting is three Trustees
- 5.3 A meeting may be held either in person or by suitable visual electronic means as may be agreed by the Trustees in which all participants may freely communicate with and see all the other participants
- 5.4 The Chairman of the Trustees or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by them presides at each meeting
- 5.5 Except where otherwise provided in this Deed every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees but a resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 5.6 Except for the Chairman of the meeting who has a second or casting vote every Trustee has one vote on each issue
- 5.7 The Trustees have the following powers in the administration of the Trust:
- 5.7.1 to appoint a Chairman a Treasurer and other honorary officers

5.7.2 to delegate any of their functions to committees consisting of two or more persons appointed by them (but at least one member of every committee must be a Trustee) and all proceedings of committees must be reported promptly to the Trustees

5.7.3 to make rules consistent with this Deed to govern proceedings at their meetings and at meetings of committees

5.7.4 to make regulations consistent with this Deed to govern the use and application of the income property and funds of the Trust including regulations about the operation of bank accounts and the commitment of funds

6. PROPERTY AND FUNDS

6.1 Any Trustee who possesses specialist skills or knowledge and any firm or company of which such a Trustee is a member or employee may charge and be paid reasonable fees for work carried out for the Trust on the instructions of the other Trustees (but only if the procedure prescribed by clauses 6.2 and 6.3 is followed in selecting the Trustee firm or company and setting the amount of the fees and provided that this provision may not apply to more than one half of the Trustees in any one financial year)

6.2 No Trustee may receive from the Trust any payment of money or other material benefit (whether direct or indirect) except

6.2.1 under clauses 3.17 and 3.21 (indemnity insurance) and 6.1 (fees and remuneration)