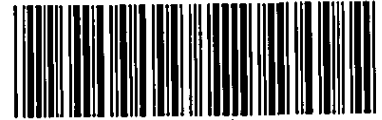


**COMPANIES ACTS
WRITTEN RESOLUTION
OF**

WEDNESDAY



A52 *AERO7CCY* 215
12/08/2009
COMPANIES HOUSE

**AMENDMENT TO THE OBJECT CLAUSE 3
OF THE MEMORANDUM OF ASSOCIATION**

NAME OF EXISTING COMPANY: CITIZENS FOR CHANGE

COMPANY NUMBER: 06899496

We the undersigned, being all the members of the above company, for the time being entitled to receive notice of, attend and vote at General Meetings, hereby unanimously pass the following resolution and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held at Company's registered address.

It is resolved that the numbering of the clauses of the Memorandum of Association are changed by introducing Clause 4 and changing previous clauses 4, 5, 6, 7, and 8 to 5, 6, 7, 8, and 9 respectively.

By this resolution the above change to numbering clauses takes immediate effect.

Dated this 10th day of August 2009.

Signed _____

Theodore Emmanior (Chairman)
ON BEHALF OF MEMBERS.

THE COMPANIES ACTS 1985 and 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

CITIZENS FOR CHANGE

1. The Company's name is "CITIZENS FOR CHANGE".
2. The Company's registered office is to be situated in England and Wales.
3. The company's object is to promote the benefits of the people in Africa by:
 - (a) the advancement of education and training;
 - (b) the relief of poverty, sickness and distress;
 - (c) the promotion of good health; and
 - (d) the provision of recreational facilities in the interests of social welfare with the object of improving their conditions of life;
4. The Company shall have the following powers:-
 - (a) Subject to such consents as may be required by law, to borrow or raise money for the furtherance of the objects of the Company on such terms and on such security as may be thought fit.
 - (b) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation, or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.
 - (c) To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.
 - (d) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

- (e) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities or obligations, of any other company.
- (f) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections which the Company may think necessary for the promotion of its objects.
- (h) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.
- (i) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- (j) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- (k) To make payments towards insurance for any Director, officer or Auditor against personal liability for acts properly undertaken by them or undertaken by them in breach of trust but under an honest mistake.
- (l) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution or body.
- (m) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- (n) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.
- (o) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (p) To do all such other lawful things as are necessary for the attainment or furtherance of the said objects or any of them.

Provided that:

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Company's objects shall not extend to the regulation of relations between workers and employers or organisation of workers and organisations of employers.

- (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Company shall be chargeable for any such property that may come onto their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money's worth from the Company.
- Provided that nothing herein shall prevent any payment in good faith by the Company -
- (A) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Council of Management or Governing Body) for any services rendered to the Company;
 - (B) of interest at a rate not exceeding 6 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body,
 - (C) to any member of its Council of Management or Governing Body of out-of-pocket expenses;
 - (D) to a company of which a member of the Company or of its Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such company.
 - (E) of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amounts as may be required (not exceeding £2) to the assets of the Company if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Articles 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
9. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum & Articles of Association for the time being in force, which would have the effect that the Company shall cease to be a company to which Section 30 of the Companies

Act 1985 applies.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum


Names and Addresses of the Subscribers

Theodore Emiantor
106 Wicklemarsh Road
London SE3 8DR

Company Director



Witness to the above signature



Westminster Secretaries Limited
316 Old Street
London
EC1V 9DR

Dated: 10 August 2009