



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 6559655

The Registrar of Companies for England and Wales hereby certifies that

**VOLEHILL LTD**

having by special resolution changed its name, is now incorporated  
under the name of

**CHARLES TOPHAM (PRIVATE BANK) LIMITED**

Given at Companies House on **28th July 2008**



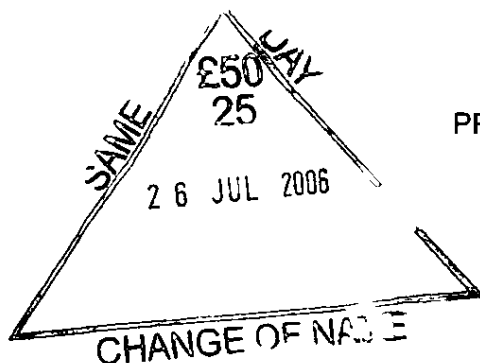
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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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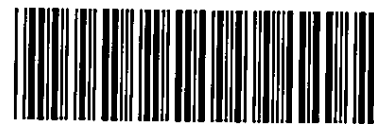
Company number **6559655**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

of

**VOLEHILL LIMITED (Company)**



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26/07/2008

COMPANIES HOUSE

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Circulation Date

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- Resolution 1 below is passed as ordinary resolution (together the **Ordinary Resolution**)
- Resolution 2, 3 and 4 below are passed as special resolutions (together the **Special Resolutions**)

#### **ORDINARY RESOLUTION**

- 1 **"THAT** the authorised share capital of the company be increased from £100 to £5,001,000 by the creation of 900 ordinary shares of £1 each ranking pari passu in all respects and 5,000,000 redeemable preference shares of £1 each, such rights being detailed in the articles of association adopted under resolution 3 below

#### **SPECIAL RESOLUTIONS**

- 2 **THAT** THE PROVISIONS OF THE MEMORANDUM OF ASSOCIATION OF THE COMPANY WITH RESPECT TO ITS OBJECTS BE AND THEY ARE HEREBY ALTERED AS FOLLOWS

- (A) By deleting in their entirety the existing provisions set out in sub-clauses (E), (G), (I), (J) in Clause 3 and inserting the following new provisions to be numbered sub-clauses (E), (G), (I) and (J) respectively

- "(E) Except insofar as prohibited by Section 151 of the Companies Act 1985, to give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Section 152(1) of the Companies Act 1985) to any

person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) to give financial assistance for the purpose of the acquisition of securities in any Associated Company (as defined below) to be made by any person or company or for the purpose of reducing or discharging any liability incurred by any person or company for the purpose of such acquisition

- (G) To borrow and raise money, and to secure or discharge any debt, obligation or liability, in any manner on any terms and for any purposes whatsoever, and in particular (without derogation from the generality of the foregoing) to secure any debt, obligation or liability by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company or by the creation and issue on any terms of debentures, debenture stock or other securities of any description
  - (I) To lend and advance money or give credit or financial accommodation in, subject to the provisions stated herein, any manner on any terms and for any purposes whatsoever, whether with or without interest and whether or not supported by guarantee and/or security, to any person or company, including but not limited to any company which is for the time being an Associated Company (as defined below) of the Company
  - (J) To enter into any guarantee, bond, contract of indemnity or suretyship and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company and in particular (without derogation from the generality of the foregoing) to guarantee, support or secure, by person covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner whatsoever, the payment or repayment of any money secured by, or payable under or in respect of, any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including but not limited to those of any company which is for the time being an Associated Company (as defined below) of the Company or is otherwise associated with the Company in business "
- (B) By renumbering the remaining provisions of Clause 3 accordingly
  - (C) By the insertion as the final provision in Clause 3 as new clause 3 1

"3 1 For the purpose of this Clause it is hereby declared that

- (i) the expression "company" (except where used in reference to this Company) shall be deemed to include any government or any statutory, municipal or public body, partnership, associations, syndicate or other body of persons, whether incorporated or unincorporated and whether incorporated, domiciled or resident in the United Kingdom or elsewhere,
- (ii) the expression "person" shall include any company as well as any other legal or natural person,
- (iii) the expression "securities" means and includes, any fully, partly or nil paid share, stock, debenture or loan stock, bill, note, warrant, coupon, deposit receipt or certificate, fund or obligation, interest or participatory right of any kind whatsoever,
- (iv) the expressions "and" and "or" shall mean "and/or" where the context so admits and the expressions "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,
- (v) the expression "Associated Company" shall mean any company which is for the time being a company controlled either by the same persons as control the Company (or any parent undertaking of the Company) or by connected persons,
- (vi) the expressions "connected persons" and "control" have the respective meanings attributed to those expressions by Sections 839 and 840 of the Income and Corporation Taxes Act 1988, and
- (vii) the objects specified in the different paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company, or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the substantive objects of a separate and independent company. None of the above objects shall be deemed to be subsidiary or ancillary to any other object and may be carried out whether or not in connection with or in furtherance of the attainment of any other object "

3 **THAT** the Articles of Association annexed to this written resolution be and are hereby adopted as the new Articles of Association to the exclusion of the existing Articles of Association

- 4 **THAT** the name of the Company be changed to **Charles Topham (Private Bank ) Limited.**

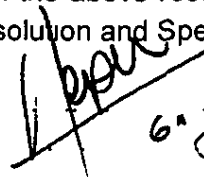
## **AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolution and Special Resolutions

The undersigned, a person entitled to vote on the above resolutions on hereby irrevocably agrees to the Ordinary Resolution and Special Resolutions

Signed by **Charles Richard Topham**

Date

  
6<sup>th</sup> June 08.

## **NOTES**

1 You can choose to agree to the all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Lockett Loveday McMahon, 4 Oxford Court, Manchester, M2 3WQ
- **Post** returning the signed copy by post to Lockett Loveday McMahon, 4 Oxford Court, Manchester, M2 3WQ
- **Fax** faxing the signed copy to 0161 2373621 marked "For the attention of Robert Loveday"
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to Rob@llmsolicitors.co.uk Please enter "Written resolutions dated [CIRCULATION DATE]" in the e-mail subject box

If you do not agree to all of the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement

3 Unless, by 28 days from Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document