

Form of Written Resolutions for Filing at the Companies Registry

Company No. 179244

WRITTEN RESOLUTIONS

- of -

WESTON INVESTMENT COMPANY LIMITED (THE "COMPANY")

The following written resolutions, having been duly proposed by the directors of the Company, were duly passed by the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended) (the "**Act**"), resolutions 1 and 2 as Special Resolutions and resolutions 3 to 5 as Ordinary Resolutions:

Special Resolutions

- 1** THAT, the Articles of Association attached to this resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.
- 2** THAT with effect from 00.01 a.m. on 1 October 2009 the Articles of Association of the Company be amended by deleting all of the provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Act, are to be treated as part of the Company's Articles of Association.

Ordinary Resolutions

- 3** THAT with effect from 00.01 a.m. on 1 October 2009 the Articles of Association of the Company be amended by deleting the provisions of the Memorandum of Association as to the amount of the Company's authorised share capital, which will otherwise be treated in accordance with paragraph 42 of Schedule 2 to the Eighth Commencement Order on and after 1 October 2009 as provisions of the Articles of Association setting the maximum amount of shares that may be allotted by the Company.
- 4** THAT, in accordance with section 175 of the Act and the new Articles of Association of the Company referred to in resolution 1 above, the Directors of the Company may authorise any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

TUESDAY



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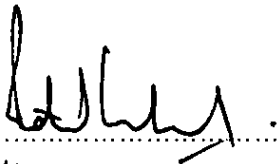
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29/09/2009

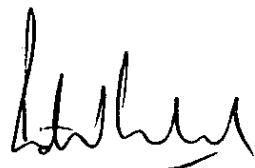
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COMPANIES HOUSE

- 5 THAT, for the purposes of paragraph 43(1) of Schedule 2 to the Companies Act 2006 (Commencement No.8, Transitional Provisions and Savings) Order 2008 (the "**Eighth Commencement Order**"), the Directors be authorised to allot shares in accordance with section 550 of the Act as of 1 October 2009.


.....
Secretary

Date: 28/9/09



Articles of Association

of

Weston Investment Company Limited (registered number 179244)

adopted by special resolution passed on 18 September 2009

Preliminary

1 The default constitutional regulations in any legislation relating to companies do not apply to the Company.

2 In these Articles (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite them respectively:

"**the 1985 Act**" means any provision of the Companies Act 1985.

"**the Act**" means any provision of the Companies Act 2006.

"**the Acts**" means the 1985 Act and the Act.

"**these Articles**" means the Articles of the Company.

"**clear days**" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"**Company Communications Provisions**" means the company communications provisions as set out in the Act.

"**executed**" includes any mode of execution.

"**holder**" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"**in writing**" means written or produced by any substitute for writing (including anything in electronic form) or partly one and partly another.

"**Office**" means the registered office of the Company for the time being.

"**the Seal**" means the common seal (if any) of the Company.

"**Secretary**" means any person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

"**the United Kingdom**" means Great Britain and Northern Ireland.

The expression "**debenture**" shall include "debenture stock".

The expressions "**hard copy form**", "**electronic form**" and "**electronic means**" shall have the same respective meanings as in the Company Communications Provisions.

The expression "**officer**" shall include a Director, manager and the Secretary, but shall not include an auditor.

References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force (whether coming into force before or after the adoption of these Articles).

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Acts.

- 3 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

SHARE CAPITAL

- 4 Subject to the provisions of the Acts and these Articles, the Directors may issue, offer, allot or grant rights to subscribe for, or convert any security into shares in the Company or dispose of shares to such persons and on such terms, subject to such rights or restrictions, as the Directors think fit.
- 5 Subject to the provisions of the Acts and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or in the absence of any such determination as the Directors may determine.
- 6 Subject to the provisions of the Acts, the Company may issue any shares which are, or at the option of the Company or the holder are liable, to be redeemed and the Directors may so far as permitted by the Acts determine the terms, conditions and manner of redemption of any such shares.
- 7 The Company may exercise the powers of paying commissions conferred by the Acts. Subject to the provisions of the Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 8 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by the law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.
- 9 Any provisions of the Acts requiring new equity securities to be offered to existing shareholders in proportion to their holdings, including any provisions relating to communication of such offers, shall be excluded and shall not apply to the Company.
- 10 Any member holding, or any members together holding, shares carrying not less than 90 per cent of the votes which may for the time being be cast at a general meeting of the Company may at any time and from time to time by notice to the Company require that no shares shall be issued and no rights to subscribe for, or to convert any security into shares in the Company shall be granted without the consent of such member or members.

SHARE CERTIFICATES

- 11** Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be executed by the Company in such lawful manner as the Directors may decide which may include use of the Seal in the relevant territory and/or manual or facsimile signatures by one or more Directors and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 12** If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

- 13** The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.
- 14** The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 15** To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 16** The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

- 17** Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment

of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

- 18 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 19 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 20 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Acts) but the Directors may waive payment of the interest wholly or in part.
- 21 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if that amount had become due and payable by virtue of a call.
- 22 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

FORFEITURE OF SHARES

- 23 If a member fails to pay in full any call or instalment of a call on or before the due date for payment thereof, the Directors may at any time thereafter serve a notice in writing on him requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name a further day (not being less than seven days from the date of service of the notice) and the place where payment required by the notice, is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 24 If the requirements of any such notice as aforesaid are not complied with any share in respect of which such notice was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.
- 25 Subject to the provisions of the Acts, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.
- 26 A person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently