

FILE COPY



Certificate of Incorporation of a Community Interest Company

Company No. 6033219

The Registrar of Companies for England and Wales hereby
certifies that:

**FULLABROOK WIND FARM COMMUNITY INTEREST
COMPANY**

is this day incorporated under the Companies Act 1985 as a
private company; that the company is limited; and that it is a
community interest company

Given at Companies House, Cardiff, the 19th December 2006



N06033219B



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

6033219

Company Name in full

FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY

I, Rosemary Helen Parr

of Narrow Quay House, Narrow Quay, Bristol BS1 4AH

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

R.H. Parr

Declared at

NARROW QUAY HOUSE, NARROW QUAY, BRISTOL BS1 4AH

Day Month Year

On

07 12 2006

① Please print name.

before me ①

CATHERINE SEAR

Signed

[Signature]

Date

7/12/06

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Burges Salmon LLP

Narrow Quay House, Narrow Quay, Bristol BS1 4AH (Ref RP06)

Tel 0117 902 2739

DX number 7829

DX exchange Bristol

A38
COMPANIES HOUSE

279
09/12/2006

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



Companies House

for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

Fullabrook Wind Farm Community Interest Company

Proposed Registered Office

(PO Box numbers only, are not acceptable)

BARING HOUSE, 6 BARING CRESCENT

Post town

EXETER

County / Region

DEVON

Postcode

EX1 1TL

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.



Agent's Name

Burges Salmon LLP

Address

Narrow Quay House

Narrow Quay

Post town

Bristol

County / Region

Postcode

BS1 4AH

Number of continuation sheets attached

2

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information

Burges Salmon LLP (Ref: RP06)

NARROW QUAY HOUSE, NARROW QUAY

BRISTOL BS1 4AH Tel 0117 902 2739

DX number 7829 DX exchange BRISTOL

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COMPANIES HOUSE 09/12/2006
A44 *AKN0KKF0* 587
COMPANIES HOUSE 21/11/2006

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for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name Fullabrook Wind Farm Community Interest Company

NAME *Style / Title Mr *Honours etc

* Voluntary details

Forename(s) Keith Alfred Charles

Surname Pyne

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

58 CANTERBURY WAY

Post town EXETER

County / Region DEVON

Postcode EX8 5QQ

Country ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date 15 November 2006

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title Mr *Honours etc

Forename(s) Keith Alfred Charles

Surname Pyne

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

58 CANTERBURY WAY

Post town EXETER

County / Region DEVON

Postcode EX8 5QQ

Country ENGLAND

Day Month Year

Date of birth

16 06 1949

Nationality BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

SEE CONTINUATION SHEET


I consent to act as director of the company named on page 1


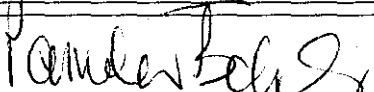
Consent signature

Date 15 November 2006

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MAS		*Honours etc	
* Voluntary details	Forename(s)	Pamela Rosina			
	Surname	Baker			
	Previous forename(s)	—			
	Previous surname(s)	SHARLAND			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	<input type="checkbox"/>			
		AISH BARTON			
		OLD BUTTERLEIGH ROAD			
	Post town	SILVERTON			
	County / Region	DEVON		Postcode	EX5 4HF
	Country	ENGLAND			
	Date of birth	Day	Month	Year	Nationality
		17	11	1939	BRITISH
	Business occupation	COMPANY DIRECTOR			
	Other directorships	SEE CONTINUATION SHEET			
	I consent to act as director of the company named on page 1				
	Consent signature			Date	15 NOVEMBER 2006

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).	Signed		Date	15 NOVEMBER 2006
	Signed		Date	15 NOVEMBER 2006
	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	

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Declarations on Formation of a Community Interest Company



A38
COMPANIES HOUSE

276
09/12/2006

COMPANIES HOUSE

21/11/2006

For official use
(Please leave blank)

6033219

Please
complete in
typescript, or
in bold black
capitals.

Company Name in
full

Fullabrook Wind Farm Community Interest

Company

SECTION A: DECLARATIONS ON FORMATION OF A COMMUNITY INTEREST COMPANY

1. We/I, the undersigned, declare that the company whose proposed name appears above will not be:
 - (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.(as defined in regulation 2 of the Community Interest Company Regulations 2005 ("**the Regulations**"). (See note 1)
2. We/I further declare that the company will carry on its activities for the benefit of the community, or a section of the community, (as defined in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 ("**the Act**") and the Regulations. Please insert a short description of the community, or section of the community, which it is intended that the company will benefit, in the space provided below (See note 2):

The company's activities will provide benefit to...

the community living and working in the North Devon District, in particular but not exclusively within a 5 kilometre radius of any turbine constructed as part of the Fullabrook Wind Farm within the parishes named in the objects in clause 3 of the Memorandum of Association.

**Declarations on Formation of a
Community Interest Company**

COMPANY NAME

Fullabrook Wind Farm Community Interest Company

SECTION B: COMPANY ACTIVITIES

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community). Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company (See note 3).

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
The company is being sponsored by Devon Wind Power Limited to establish an independent community fund for the benefit of people within North Devon District and in particular those living near to the proposed Fullabrook Wind Farm.	Devon Wind Power Limited will make an initial payment of £1,000,000 to the company's community fund on the date the Wind Farm starts to generate electricity, with subsequent annual payments of £100,000. The company's directors and members will be representative of the community and independent of Devon Wind Power Limited once the company is established and the first payment made.
The subscribers are representatives of Devon Wind Farm Power Limited but they will resign as soon as new directors/ members are appointed from the community. After that Devon Wind Power Limited will be able to send an observer only to directors' meetings.	The directors will at their discretion make grants from the community fund to assist in the regeneration of the local community in particular to assist in the provision of efficient energy, sustainable transport, recreational facilities, community safety and other public amenities.
If the company makes any surplus it will be used for... the community benefit objects of the company, as stated above.	

(Please continue on separate continuation sheet if necessary.)

**Declarations on Formation of a
Community Interest Company**

COMPANY NAME

Fullabrook Wind Farm Community Interest Company

SECTION C: SIGNATORIES

**Each person
who will be a
first director
of the
company
must sign the
declarations.**

Signed

[Signature]

Date

15 November 2006

Signed

[Signature]

Date

15 November 2006

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

These declarations must be accompanied by the following documents under section 10 of the Companies Act 1985 – have you included them with your application?

- (a) Memorandum and articles of association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (b) Form 10 - First directors and secretary and intended situation of registered office
- (c) Form 12 - Declaration on application for registration
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

BURGES SALTMAN LLP	
NARROW QUAY HOUSE,	
NARROW QUAY BRISTOL BS1 4AH	
Ref RPO6	Tel 0117 902 2739
DX Number 7829	DX Exchange BRISTOL

When you have completed and signed the form please send it to the Registrar of Companies

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for companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 33050 Cardiff
DX235 Edinburgh
or LP – 4 Edinburgh 2

FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY

KEITH ALFRED CHARLES PYNE

OTHER DIRECTORSHIPS:

<i>Devon Wind Power Ltd</i>	3536976
M Baker (Holdings) Ltd	1310725
M Baker (Property Services) Ltd	1701350
M Baker Recycling Ltd	4302013
M Baker (South West) Ltd	2215486
Tarker Ltd	2264042
West Coast Wind Farms (Scotland) Ltd	3198548
West Coast Wind Farms Ltd	2676936
Westgrove (Exeter) Ltd	2180089
Westgrove (Homes) Ltd	2114598
Westgrove Projects Ltd	1998422
Purcrete Ltd	4846656

FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY

PAMELA ROSINA BAKER

OTHER DIRECTORSHIPS:

<i>Devon Wind Power Ltd</i>	3536976
M Baker (Holdings) Ltd	1310725
M Baker (Property Services) Ltd	1701350
M Baker Recycling Ltd	4302013
M Baker (South West) Ltd	2215486
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Westgrove (Homes) Ltd	2114598
Westgrove Projects Ltd	1998422
Purcrete Ltd	4846656

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COMPANIES HOUSE 09/12/2006

THE COMPANIES ACTS 1985 to 1989

COMPANIES HOUSE 21/11/2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION OF
FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY**

1 NAME

The name of the **Company** is FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY.

2 REGISTERED OFFICE

The Company's registered office is to be in England.

3 OBJECTS

The Objects are:

- 3.1 For the benefit of the **Community**, to establish a community fund to make grants at the discretion of the Directors to assist in the regeneration as a sustainable area of the Community's locality in the North Devon District, in particular but not exclusively within a 5 kilometre radius of any turbine constructed as part of the Fullabrook Wind Farm *within the parishes of West Down, Bittadon, Heanton Punchardon, Braunton, Berrynarbor, Ilfracombe, Mortehoe, Georgeham, Ashford, West Pilton, Shirwell and East Down*; and to assist in ensuring the continued promotion and provision for those living or working in this locality of:

- (a) energy efficiency, energy conservation and the development of renewable energy resources;
- (b) sustainable transport schemes;
- (c) affordable facilities for recreation and other activities;
- (d) community safety; and
- (e) such other facilities and amenities as will benefit the Community's locality.

- 3.2 To carry on such other activities for the benefit of the Community as the **Directors** think fit.

4 POWERS

Subject to the 1985 Act, the 2004 Act, the Regulations, the Memorandum and the Articles, the Company has power to do anything within the law which, in the opinion of the Directors, will promote or help to promote the Objects or is incidental to the promotion of the Objects.

5 **BENEFITS TO MEMBERS AND DIRECTORS**

No **Member** and no Director is entitled to any dividend, profit, remuneration or other material benefit except as provided for in the **Articles**.

6 **INTEREST**

Interest payable on debentures and debts of the Company must not exceed the interest cap imposed under the **Regulations** (Part 6).

7 **ASSET-LOCK**

7.1 The Company must not transfer any of its assets other than for full consideration.

7.2 Provided the conditions in clause 7.3 are satisfied, clause 7.1 does not apply to:

- (a) the transfer of assets to any **specified Asset-Locked Body**, or (with the consent of the **Regulator**) to any other Asset-Locked Body; and
- (b) the transfer of assets made for the benefit of the **Community** other than by way of a **transfer** of assets to an Asset-Locked Body.

7.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the **Memorandum** or the Articles of the Company.

7.4 In this clause:

- (a) 'Asset-Locked Body' means:
 - (i) a **charity** or **Scottish charity**; or
 - (ii) a body established outside Great Britain that is equivalent to any of those **persons**; or
 - (iii) a community interest company;
- (b) 'Community' is to be construed in accordance with section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004;
- (c) 'charity' (except in the phrase 'Scottish Charity') has the meaning given by section 96(1) of the Charities Act 1993;
- (d) 'the Regulator' means the Regulator of Community Interest Companies;
- (e) 'Scottish Charity' has the meaning given by section 1(7) of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990;
- (f) 'specified' means specified in the Memorandum or Articles of association of the Company for the purposes of this clause; and
- (g) 'transfer' includes every disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or a right over, any property.

8 **LIMITED LIABILITY**

The liability of the Members is limited.

9 GUARANTEE

Every Member undertakes to contribute a sum of up to £1 to the assets of the Company if it is wound up during his/her/its membership, or within one year afterwards, towards:

- (a) payment of the Company's debts and liabilities incurred while he/she/it was a Member;
- (b) the cost of winding up the Company;
- (c) the adjustment of the rights of contributories among themselves.

10 DISSOLUTION

In the event of the dissolution of the Company the net assets (if any) remaining after provision has been made for the Company's liabilities shall be transferred to such Asset-Locked Body/ies, and if more than one in such amounts or proportions, as the Members with the consent of the Regulator determine or (failing determination by the Members) as the Directors with the like consent decide.

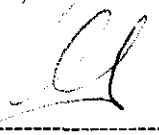
11 INTERPRETATION

Subject to clause 6, the provisions for interpretation contained in the Articles apply also to the Memorandum.

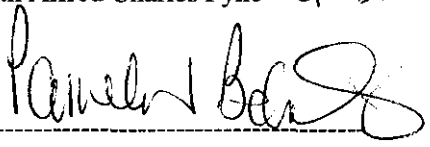
We the persons whose name, addresses and description are written below wish to be formed into a company under this Memorandum of Association.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Signature, Names and Addresses of Subscribers



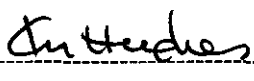
Keith Alfred Charles Pyne of 53 CANTERBURY WAY, EXMOUTH, DEVON EX8 5QQ



Pamela Rosina Baker of AISH BARTON, OLD BUTTERLEIGH ROAD, SILVERTON, DEVON EX5 4HF

DATED this 15 November 2006

WITNESS to the above signatures:



Name K M HUGHES
Address 14 OXFORD TERRACE
CREDITON DEVON EX17 1HD
Occupation SECRETARY

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION OF
FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY**

1 MEMBERSHIP

- 1.1 The subscribers to the memorandum are the first Members of the Company.
- 1.2 Such other persons as are admitted to membership shall be Members of the Company.
- 1.3 Subject to Article 1.4, the Directors may from time to time establish different classes of membership and may prescribe different rights and obligations for different classes of Members.
- 1.4 The classes of membership may include:
 - (a) corporate membership, which shall be open only to organisations, whether corporate or not;
 - (b) individual membership, which shall be open only to individuals;
 - (c) joint membership, which shall be open only to individuals living at the same address, who shall have one vote between them;
 - (d) junior membership, which shall be open only to persons under the age of 18 and shall not carry any voting rights; and
 - (e) associate membership, which shall not carry any voting rights.
- 1.5 No person shall be admitted a Member of the Company unless he/she/it is approved by the Directors.
- 1.6 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require, and executed by him/her/it.
- 1.7 Membership is not transferable to anyone else.
- 1.8 Membership is terminated:
 - (a) if the Member dies or ceases to exist; or
 - (b) otherwise in accordance with the Articles.

2 TERMINATION OF MEMBERSHIP

The Directors may propose to a general meeting of the Company that the membership of any Member should be terminated on the ground that, in their opinion, his/her/its continued membership is harmful to the Company, but a decision may be made only after the Member concerned has been given the opportunity to make representations to the general meeting.

3 MEMBERS' POWERS

- 3.1 A person who is not a Member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 3.2 No powers to appoint Directors of the Company may be given to persons who are not Members of the Company which immediately after their exercise could result in the majority of the Directors of the Company having been appointed by persons who are not Members of the Company.
- 3.3 No powers to remove Directors of the Company may be given to persons who are not Members of the Company which immediately after their exercise could result in either:
- (a) the majority of the remaining Directors of the Company having been appointed by persons who are not Members of the Company; or
 - (b) the number of Directors removed during the current **financial year** of the Company by persons who are not Members of the Company exceeding the number of the remaining Members of the Company.
- 3.4 In this Article, 'financial year' has the meaning given in section 223 of the Companies Act 1985.

4 ANNUAL GENERAL MEETING

- 4.1 The Company must hold an annual general meeting:
- (a) within 18 months of its incorporation; and
 - (b) in every subsequent calendar year, within 15 months of the previous annual general meeting.
- 4.2 The date, place and time of the annual general meeting are to be appointed by the Directors.

5 EXTRAORDINARY GENERAL MEETINGS

The Directors may call an extraordinary general meeting of the Members at any time and must do so within 14 days when so required under the 1985 Act (section 368).

6 NOTICE OF GENERAL MEETING

- 6.1 The Members, the Directors and the Company's auditor (if any) are entitled to receive 21 clear days' notice of every general meeting.
- 6.2 The notice should:

- (a) specify the date, place and time of the meeting;
- (b) state whether it is an annual or extraordinary general meeting;
- (c) state the nature of the business to be transacted;
- (d) state whether any special resolution is to be proposed; and
- (e) if so, set out the text of that resolution.

- 6.3 Accidental failure to give notice of a meeting to any person entitled to receive it does not invalidate the decisions taken at the meeting.

7 **QUORUM**

A quorum at any general meeting is not less than two Members, being Members entitled to vote, or 10% of the Members being entitled to vote if greater, who are present:

- 7.1 in person;
- 7.2 in the case of a corporate Member, by its **authorised representative**; or
- 7.3 by proxy.

8 **CONDUCT OF GENERAL MEETINGS**

- 8.1 The Chairman or some other Member chosen by the Members present and entitled to vote presides at a general meeting of the Company.
- 8.2 All decisions taken by a general meeting should be by ordinary resolution unless the law requires otherwise.

9 **VOTING**

- 9.1 Every Member other than a joint, junior or associate Member shall be entitled to one vote on every issue.
- 9.2 If the votes are equal the Chairman shall be entitled to a second (casting) vote.
- 9.3 A procedural irregularity in calling or holding the meeting or a defect in the qualification of any Member present to vote which is not objected to at the meeting does not invalidate a resolution passed at a general meeting.

10 **MINUTES**

The Directors must ensure that written minutes of all general meetings are made and kept.

11 **DIRECTORS**

- 11.1 All Directors must be Members and over 18 years of age.
- 11.2 The number of Directors shall be not less than two but not subject to any maximum number unless otherwise determined by an ordinary resolution of the Company.
- 11.3 The subscribers to the memorandum shall be the first two Directors and both shall retire as Directors at the end of the first Annual General Meeting provided that at least two or

more other Directors are appointed at that meeting to replace them; failing which the first two Directors shall both remain in office until at least two or more other Directors are appointed. Either of the first two Directors may be re-elected if still qualified.

- 11.4 Future Directors shall be elected at the Annual General Meeting of the Company by the Members of the Company.
- 11.5 Every future Director shall be elected for a term ending at the end of the third Annual General Meeting after the date of his/her election, but may be re-elected if still qualified.
- 11.6 The Directors shall have power to co-opt a Member as a Director to fill a casual vacancy among the Directors for a term ending at the end of the next Annual General Meeting, at which the co-opted Director being a Member shall be eligible for election.
- 11.7 Devon Wind Power Limited (registered company no.03536976) shall have the power at any one time and on more than one occasion to appoint one person to be an observer at meetings of the Directors (the "**Observer**") on its behalf and to remove any such Observer so appointed and to appoint another Observer in his/her place. Any such appointment or removal shall be effected by an instrument in writing delivered to the registered office of the Company and signed on behalf of Devon Wind Power Limited by one of its directors or its secretary or by its duly appointed attorney or duly authorised representative and shall take effect immediately upon delivery to the registered office of the Company. Any Observer for the time being (if an Observer has been so appointed) shall have the right to receive notice of meetings of the Directors and, subject as provided below, to attend and speak at meetings of the Directors as if he/she were a Director, but he/she shall not:

- (a) count towards the quorum of; or
- (b) have any right to vote on any matter considered at

any meeting of the Directors. If so requested by a majority of the Directors present at any meeting of the Directors at which the Observer is present, the Observer shall leave such meeting for such period as the Directors shall so request.

12 DIRECTORS' FUNCTIONS

- 12.1 Subject to the 1985 Act, the Directors' functions are to manage the Company's business in the best interests of the Company and the Community, and exercise all the powers of the Company not reserved to the Members.
- 12.2 The Directors shall have power to delegate any of their functions subject to any conditions to Committees appointed by them of which at least one member is a Director.
- 12.3 A Director may not appoint any person as an alternate Director.

13 DIRECTORS' DECISIONS AND MEETINGS

- 13.1 All Directors must receive notice of all Directors' meetings.
- 13.2 A quorum at a meeting of the Directors is not less than two or one third of their number if greater.
- 13.3 Questions arising at a meeting of Directors shall be decided by a majority of votes; in case of an equality of votes, the Chairman has a second or casting vote.
- 13.4 A Director who is also an alternate Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

- 13.5 Except as provided by Articles 13.3 and 13.4, in all proceedings of Directors each Director must not have more than one vote.
- 13.6 Meetings of Directors and Committees may take place by **electronic means** provided that all participants are able to communicate with all the other participants.
- 13.7 The Directors must ensure that written minutes of all meetings of the Directors are made and kept.

14 CONFLICTS OF INTEREST AND DUTY

If a Director or a Connected Person has an actual or potential interest or duty which is in conflict or is likely to conflict with the interests of the Company, the Director must:

- 14.1 declare the interest or duty to the other Directors before taking part in any discussion or decision to which that conflicting interest or duty may be relevant;
- 14.2 not accept appointment as a delegate of the Directors in relation to a decision on that matter;
- 14.3 not participate in the discussion or vote on the matter or be counted in the quorum without the prior approval of the other Directors; and
- 14.4 account to the Company for any **material benefit** he receives as a result of any decision unless the other Directors decide otherwise.

15 DIRECTORS' REMUNERATION

- 15.1 A minority of the Directors in any financial year may receive such reasonable remuneration, expenses and other material benefits as the Directors determine in return for services provided to the Company or any subsidiary of the Company, including where relevant his/her services as Director or Secretary.

16 TERMINATION OF DIRECTORS' APPOINTMENT

A Director ceases to hold office if he/she:

- 16.1 is bankrupt or makes an arrangement with his/her creditors;
- 16.2 is incapable of acting;
- 16.3 ceases by operation of law to be a Director;
- 16.4 is prohibited or disqualified by law from being a Director;
- 16.5 is removed from office by the Regulator under the 2004 Act (section 46);
- 16.6 completes his/her term of office;
- 16.7 resigns in writing (but only if at least two Directors will remain in office);
- 16.8 ceases to be a Member;
- 16.9 is removed by a resolution passed by the all the remaining Directors on the ground that his/her continued directorship is harmful to the Company, but only after the Director concerned has been given the opportunity of making representations to them.

17 ACCOUNTS AND REPORTS

17.1 The Directors must ensure that the Company complies with its obligations under **the 1985 Act, the 2004 Act** and the Regulations and otherwise to:

- (a) keep financial records;
- (b) arrange for the audit or examination of accounts;
- (c) supply annual reports and statements of accounts to the Registrar of Companies.

17.2 Members are entitled to inspect the Company's financial records at its registered office on any weekday between 10 a.m. and 4 p.m. unless the Directors make reasonable alternative provision which is notified in writing to the Members.

18 NOTICES

18.1 All notices under these Articles are to be given in writing.

18.2 The Company may give notice:

- (a) by hand in person to the recipient's **Notified Address**;
- (b) by post or Document Exchange to recipient's Notified Address;
- (c) by electronic communication to the recipient's Notified Address; or
- (d) on the Company's website, but only if the recipient has agreed to accept notice given by that means.

18.3 Notice is treated as having been received:

- (a) 48 hours after being delivered to the Post Office or Document Exchange;
- (b) 24 hours after being given in any other way.

18.4 Every person present at a meeting is deemed to have received sufficient notice of it.

19 INDEMNITY

19.1 A Director is entitled to be indemnified by the Company in respect of:

- (a) all liabilities properly incurred in his/her capacity as a Director;
- (b) the costs of a successful defence to civil or criminal proceedings against him/her in that capacity;
- (c) the costs of a successful application to the Court under the 1985 Act (section 727) or otherwise for relief from liability for a breach of his/her duty towards the Company.

19.2 The Company may pay for insurance to protect any of the Directors from personal liability for breach of his/her duty towards the Company except in so far as the breach of duty was deliberate or reckless.

20 REGULATIONS

20.1 The Directors may from time to time make regulations consistent with the Memorandum, the Articles, the 1985 Act, the 2004 Act and the Regulations to govern:

- (a) the admission of Members, the classes of membership and the rights and obligations of Members of different classes;
- (b) the chairmanship, the composition of the quorum and other matters concerning the conduct of meetings of Directors and Committees;
- (c) the proceedings at or in relation to general meetings and the forms of notice and proxy;
- (d) the entitlement of any person to attend general meetings and meetings of the Directors as an Observer;
- (e) the nomination of candidates for election as Directors;
- (f) the procedures governing applications for and approval of grants from the Company's community fund;
- (g) any other matter not covered by the Memorandum or the Articles.

20.2 The Directors must make the regulations available to the Members.

21 INTERPRETATION

In the Memorandum and the Articles:

21.1 unless the context otherwise requires, the following terms are to be interpreted as follows:

'1985 Act'	the Companies Act 1985;
'2004 Act'	the Companies (Audit, Investigations and Community Enterprise) Act 2004;
'address'	postal address or Document Exchange address or electronic address (including a fax number);
'Articles'	the Company's articles of association;
'Asset-Locked Body'	a community interest company, Charity or Scottish Charity or a body established outside the United Kingdom that is equivalent to any of those persons;
'authorised representative'	an individual appointed by a corporate Member to exercise the right to vote and otherwise act on its behalf as Member;
'Chairman'	the Chairman of the Directors or the person presiding at a meeting of the Company or the Directors or a Committee;
'Charity'	(except in the phrase 'Scottish Charity') the meaning given in the Charities Act 1993 (section 96(1));
'clear days'	consecutive periods of 24 hours starting and ending at midnight, excluding the day on which the triggering event takes place;

'Committee'	a committee appointed by the Directors;
'Community'	to be construed in accordance with the 2004 Act (section 35(5));
'Company'	the community interest company governed by the Memorandum and the Articles;
'Connected Person'	A Director's spouse, partner, close relative, dependant, business partner or associate, employer, employee or any firm or company or other person treated as controlled by or connected or associated with the Director under the 1985 Act (section 346);
'Director'	a director of the Company;
'electronic communication'	the meaning given in the Electronic Communications Act 2000 (section 15)'
'financial year'	the meaning given in the 1985 Act (section 223);
'material benefit'	a financial benefit or some other benefit having a monetary value or cost;
'Member'	a member of the Company within the meaning of the 1985 Act (section 22);
'Memorandum'	the Company's memorandum of association;
'month'	calendar month;
'Notified Address'	the address in the United Kingdom which the intended recipient of a notice has notified to the person giving notice or (in the case of a Member who has not notified any other address to the Company) the address contained in the Register of Members;
'Objects'	the objects of the Company as set out in the Memorandum;
"Observer"	the person appointed by Devon Wind Power Limited to attend meetings of the Directors in accordance with Article 11.6;
'Register of Members'	the register maintained by the Company under the 1985 Act (section 351);
'Registrar of Companies'	the Registrar of Companies for England and Wales;
'Regulations'	the Community Interest Company Regulations 2005;
'Regulator'	The Regulator of Community Interest Companies;
'Scottish Charity'	the meaning given in the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (section 1(7));
'Secretary'	the Company Secretary of the Company or the person performing his functions;
'Specified'	specified in the Memorandum or the Articles (as a potential recipient of assets of the Company);

‘subsidiary’ the meaning given in the 1985 Act (section 736);

‘transfer’ includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or a right over, any property;

‘written’ or ‘in writing’ includes any communication made by electronic means.

- 21.2 the singular includes the plural, and vice versa;
- 21.3 references to legislation are to the legislation as consolidated, amended, repealed or replaced from time to time;
- 21.4 terms defined in the 1985 Act or the 2004 Act or the Regulations have the same meaning.

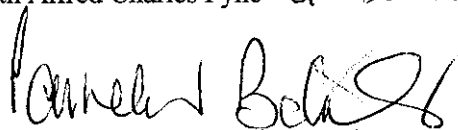
We, the persons whose names are written below, wish to be formed into a company under these Articles of Association:

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Signature, Names and Addresses of Subscribers



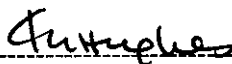
Keith Alfred Charles Pyne of 58 CANTERBURY WAY, EXMOUTH, DEVON EX8 5QQ



Pamela Rosina Baker of AISH BARTON, OLD BUTTERLEIGH ROAD, SILVERTON, DEVON EX5 4HF

DATED this 15 NOVEMBER 2006

WITNESS to the above signatures:



Name K M HUGHES

Address 14 OXFORD TERRACE
CREDITON DEVON EX17 1HD

Occupation SECRETARY

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM AND ARTICLES OF ASSOCIATION OF
FULLABROOK WIND FARM COMMUNITY INTEREST COMPANY**