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# **THE COMPANIES ACT 1985 & 2006**

## **COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION**

of

**Fairfield Windfarm Limited**  
**(as amended by Special Resolution dated 23 December 2010)**

### **CONSTITUTION**

- 1 The Company is established as a private company within the meaning of Section 1(3) of the Companies Act of 1985 in accordance with and subject to the provisions of the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and includes and provisions of the Companies Act 2006 which are in force (hereinafter called "the Act") and of the Memorandum of Association of the Company and of the Regulations contained in Table A, in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended or modified from time to time (hereinafter called "Table A") with the exception of Regulations 24, 40, 64, 73 to 80(inclusive), 111, 112, 115, 116 and 118 of Table A, and of any other Regulations which are inconsistent with the additions and modifications hereinafter set forth

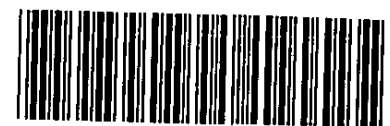
### **SHARE CAPITAL**

- 2.1 Pursuant to section 551 of the Companies Act 2006, the directors are generally and unconditionally authorised to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to an aggregate nominal amount of £3,327,646 at any time during the period of five years from the date of adoption of these articles and the directors may, after that period, allot and shares or grant and such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 551 be renewed, revoked or varied by ordinary resolution
- 2.2 Sections 561 and 562 of the Act, in their application to allotments by the company of shares, are hereby excluded

### **SHARE CERTIFICATES**

- 3 Regulation 6 of Table A is hereby modified by the adding after the words "Every certificate shall be sealed with the seal" where those words appear at the beginning of the second sentence thereof the following - "or otherwise subscribed or executed by the Company in accordance with the provisions of the Act"

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## **LIEN**

- 4 In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted and the words "and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any one or more of them or his estate or their estates to the Company" shall be inserted after the words "in respect of that share"

## **FORFEITURE OF SHARES**

- 5 Regulation 18 of Table A is hereby modified by adding at the end of the first sentence thereof the following – "and all expenses that may have been incurred by the Company by reason of such non-payment"

## **TRANSFER OF SHARES**

- 6 The Directors may, in their absolute discretion and without assigning any reason thereof, decline to register any transfer of any share, whether or not it is a fully paid share

## **GENERAL MEETINGS**

- 7 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 8 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or, in the case of a corporation, by a duly authorised representative, and entitled to vote Regulation 46 of Table A shall be construed accordingly

## **MEANS OF COMMUNICATION TO BE USED**

- 9 (A) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- (B) Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- (C) A Director may agree with the company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

## **ADDRESSES AND OTHER CONTACT DETAILS**

- 10 (A) Anything sent to a shareholder under the Articles may be sent to that shareholder's address as registered in the register of members, unless

- (a) the shareholder and the Company have agreed that another means of communication is to be used, and
  - (b) the shareholder has supplied the Company with the information it needs in order to be able to use that other means of communication
- (B) Any notice or document sent to a Director may be sent to that Director's address as registered in the register of directors, unless
  - (a) the Director and the Company have agreed that another means of communication is to be used, and
  - (b) the Director has supplied the Company with the information it needs in order to be able to use that other means of communication

## **DIRECTORS**

- 11 Unless otherwise determined by ordinary resolution of the Company, the number of Directors (other than alternate Directors) shall not be less than six. The first Directors shall be the persons named in the statement delivered under Section 10 of the Companies Act 1985
- 12 The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director
- 13 Regulation 81 of Table A is hereby modified by adding at the end the following –  
“, or (f) he is removed from office by notice in writing signed by all his co-Directors and served upon him ”
- 14 If any Director necessarily performs or renders any special duties or services to the Company outside his ordinary duties as a Director the Directors may, if so authorised by an ordinary resolution of the Company, pay such Director special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged
- 15 For the purposes of Section 175 of the 1985 Act (“S 175”) the Directors shall have the power to authorise any matter proposed to them which would, if not so authorised, involve a breach of the duty of a Director under S 175 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
- 16 A person appointed as an alternate director who is not a Director shall not require to be approved by resolution of the Directors and Regulation 65 of Table A shall be construed accordingly
- 17 Any Director (including an alternate Director) or member of a committee of Directors may participate in a meeting of the Directors or of such committee by means of video-conferencing, conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in this manner shall be deemed to constitute the presence of such Director (or alternate Director) or such member at such meeting

## **THE SEAL**

- 18 Regulation 101 of Table A shall have the effect subject to the provisions of Section 36B of the Companies Act 1985

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## INDEMNITY

- 19** For the purpose of the following Articles 20 and 21, the 'Statutes' mean the Companies Acts 1985, 1989 and 2006, each to the extent respectively in force and every other statute and regulation for the time being in force concerning companies and affecting the Company
- 20** Subject to the provisions of and so far as may be consistent with the Statutes (but without prejudice to any indemnity to which the person concerned may otherwise be entitled) every person who is or was at any time a director, secretary, other officer or employee of the Company shall be entitled, if the Directors so resolve, to be indemnified by the Company out of its own funds against all costs, charges, losses, expenses and liabilities incurred by him in or in connection with the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office in relation to the Company as considered by the Directors to be necessary or desirable. If the Directors so resolve, the Company may also fund any such person's expenditure on defending proceedings, subject to the provisions of and so far as may be consistent with the Statutes
- 21** Subject to the provisions of and so far as may be consistent with the Statutes, the Directors shall have power to purchase and maintain, at the cost of the Company, insurance for, or for the benefit of, every person who is or was at any time a director, secretary, other officer or employee of the Company against any liabilities
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**THE COMPANIES ACTS 1985 & 2006****COMPANY LIMITED BY SHARES****MEMORANDUM OF ASSOCIATION**

of

**Fairfield Windfarm Limited**

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- I The name of the Company is "Fairfield Windfarm Limited"
- II The Registered Office of the Company will be situate in England and Wales.
- III The objects for which the Company is established are -
  - (1) To carry on business (i) to construct, develop and operate a wind farm and (ii) to act as a general commercial company
  - (2) Without prejudice to Clause III(1) above, to perform or do all or any of the following operations, acts or things -
    - (a) to borrow and raise money with or without security and, for the purposes of or in connection with the borrowing or raising of money by the Company, to become a member of any building society and to accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit by the Company or its Directors and, in particular, by the granting or creating or the permitting to subsist of any mortgage or charge or assignment, legal or equitable, or other conveyance or mortgage or pledge of or charge over or any set-off against or lien or hypothecation upon the undertaking of the Company and all or any of its immoveable and moveable, real and personal property and assets (present and future), or by the granting or creating or the permitting to subsist of any mortgage, pledge or charge over all or any of the uncalled capital for the time being of the Company or by the creation and issue, at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges

and conditions as may be thought fit, of bonds, debentures, debenture stock, perpetual, redeemable or repayable or otherwise or of other obligations or securities of the Company of any description,

- (b) to enter into any guarantee, contract of indemnity or suretyship and in particular, (without prejudice to the generality of the foregoing) whether with or without the Company receiving any consideration, to guarantee or to grant any indemnity in respect of or to secure (with or without a personal covenant and with or without mortgage or charge or assignment, legal or equitable, or other conveyance or mortgage or pledge of or charge over or set-off against or lien upon all or any part of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of any obligation, contract or liability or loss or cost or expense or the payment of any debt or sum including the principal amount thereof or any dividend, interest or premium on any stock, debenture, debenture stock, bond, share or other security of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being a holding company of the Company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of such other company,
- (c) to lend and advance money, to place money on current account or deposit and to grant or provide credit and financial accommodation to any person, firm or company, including, without limitation, any clients of or other persons having dealings with the Company, or to agents acting for or representing the Company on such terms as may be thought fit and with or without security and to buy and sell foreign currency and to carry on the business of a banking, finance or insurance company,
- (d) to accept, draw, issue, make, create, execute, discount, endorse, negotiate, and to buy, sell and deal in bank drafts, bills of exchange,

promissory notes, debentures, bills of lading and other instruments and securities, whether negotiable, transferable or otherwise,

- (e) to enter into derivatives of any nature including, without prejudice to the foregoing generality, forwards, swaps, futures, options and any other type of hedging agreement or arrangement,
- (f) to enter into any partnership or any joint venture or any joint-purse arrangement or any profit-sharing arrangement and to co-operate or participate in any way with, and to assist or subsidise, any company, firm or person,
- (g) to establish, promote, organise, incorporate, reorganise, finance and to aid and assist, financially or otherwise, companies, corporations, syndicates, partnerships and associations of all kinds,
- (h) to carry on the business of a holding company and to establish or promote any company or companies for the purpose of taking over, acquiring or working any of the property, rights and liabilities of the Company, or for the purpose of carrying on any business which the Company is authorised to carry on, or for any other purpose which may seem to the Company or its Directors directly or indirectly calculated to benefit or to advance the objects or interests of the Company or the interests of its members, with power to assist such company or companies in every way, but especially by taking shares, stocks and securities thereof, providing capital and paying preliminary expenses,
- (i) to pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company, and any other company promoted by the Company or any company in which the Company is or may contemplate being interested including in such expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company, and to procure the registration, recognition or incorporation of the Company in or under the laws of any place outside England and Wales,

- (j) to issue and allot, credited as paid up in full or in part or otherwise, shares, debentures or other securities of the Company for cash in payment or part payment for any immoveable or moveable, real or personal property purchased or otherwise acquired by the Company or for any services rendered to the Company or in satisfaction of any obligation or liability undertaken or agreed to be undertaken by the Company or for any other purpose,
- (k) to give or pay any remuneration, brokerage, discount or other compensation or reward or expenses for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any shares or debentures or other securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund or trust promoters or managers, and of underwriters or dealers in securities and to act as trustees of any kind for any person, firm or company and to undertake and execute any trust,
- (l) to sell, exchange, transfer, let on rent, share of profit, royalty or otherwise, grant licences, easements, options and other rights over and in any other manner deal with, turn to account, or dispose of all or any part of the undertaking, property and assets (present and future) of the Company whether immoveable or moveable, real or personal, either together or in portions, for any such consideration as may be thought fit by the Company or its Directors and in particular (without prejudice to the generality of the foregoing) for any shares, stock, debentures, debenture stock or other securities, whether fully or partly paid up, of any other company or partly in more than one of or in all of such modes of payment and to hold, retain, sell, dispose of, charge, mortgage and deal with any shares, stock, debentures, debenture stock or other securities received,



- (m) to establish, maintain, participate in and contribute to or to procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company as aforesaid or of the relations, wives, widows, families, connections or dependants of any such persons and for the benefit of any other persons whose service or services have directly or indirectly been of benefit to the Company and for the benefit of their relations, connections or dependants or any of them and to grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid, and to establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons as aforesaid or otherwise to advance the interest and well-being of the Company or of any such other company as aforesaid or its members, and to make payments for or towards the insurance of any such persons as aforesaid,
- (n) (subject to the provisions of Sections 151 to 158 of the Companies Act 1985) to establish and contribute to any employee share scheme (within the meaning of Section 743 of the Companies Act 1985) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and to lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company, to establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company, to formulate and carry into effect any scheme for

sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them, and to form or subscribe to any association, institution or fund for the protection of the interests of owners or employers by insurance against loss caused by bad debts, strikes, fire, accidents, war risks or otherwise,

- (o) to pay, subscribe or guarantee money to or for any purpose which the Company or its Directors consider may be likely, directly or indirectly, to further the interests of the Company or of its members or for any charitable, benevolent, national, educational, social, public, general or useful object or for any exhibition,
- (p) to cease carrying on or to wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory,
- (q) to distribute among the members of the Company in specie or otherwise, by way of dividend or bonus or by way of reduction of capital, all or any property or assets of the Company or any proceeds of sale or disposal thereof, and in particular shares, debentures or other securities of other companies belonging to the Company, or of which the Company may have the power to dispose, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law,
- (r) to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or Auditors of the Company or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in

respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and to such extent as may be permitted by law otherwise to indemnify or to exempt any such person against or from any such liability,

- (s) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, nominees, trustees or otherwise and either by or through agents, contractors, nominees, trustees, subsidiary companies or otherwise and either alone or in conjunction with others,
- (t) to do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them,

And it is hereby declared that, for the purposes of this clause, (A) "company" except where used in reference to the Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or resident in the United Kingdom or elsewhere, (B) "person" shall include any person acting in any capacity whatsoever and any company, corporation, association, syndicate or society as well as any other legal or natural person, (C) "subsidiary", "subsidiary undertaking" and "holding company" shall be construed in accordance with Section 736 of the Companies Act 1985, (D) "securities" shall include any fully, partly or nil paid share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, (E) "and" and "or" shall mean "and/or" where the context so permits, (F) "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible and (G) reference to any Act of Parliament shall be deemed to include any statutory amendment, modification or re-enactment thereof

IV The liability of the members is limited

V ~~The total amount of the Company's liability is £100,000 and the Company shall have power to~~  
~~of £100,000, which shall be the limit of the Company's liability to~~

~~the original or any individual copy of the same, and the same shall not be~~  
~~reproduced, stored, or transmitted in any form or by any means, electronic, mechanical, or~~  
~~otherwise, without the prior written permission of the copyright owner.~~