

Registered No. 04493791

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN RESOLUTION
of**

**GLENS OF FOUDLAND WIND FARM LIMITED
(the "Company")**

**PROPOSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ACCORDANCE WITH
SECTION 291 OF THE COMPANIES ACT 2006**

Terms defined in the Loan Facility Agreement, Power Purchase Agreement or Security Trust and Intercreditor Deed (as defined below) shall bear the same meanings when used in these written resolutions.

SPECIAL RESOLUTIONS:

1. That the terms of, the transactions contemplated thereby, and the entry by the Company into, the following documents (the "**Documents**") be and are hereby approved:
 - (A) a loan facility agreement of up to £375,000,000 to be entered into by GLID Wind Farms TopCo Limited ("**GLID Wind Farms TopCo**") (as Borrower), the Guarantors as set out therein (including the Company) and certain banks and financial institutions as lenders (the "**Loan Facility Agreement**"), which includes the guarantee to be given by the Company under Clause 18 (*Guarantee and indemnity*) of the Loan Facility Agreement;
 - (B) a power purchase agreement (the "**Power Purchase Agreement**") to be entered into between the Company and British Gas Trading Limited (the "**Offtaker**") pursuant to which the Company will sell the electricity generated by the Glens of Foudland wind farm to the Offtaker, together with certain associated benefits arising out of the renewable nature of that electricity generation;
 - (C) a fixed and floating security document (under English law) to be entered into by the WindCos (including the Company) and the Security Trustee, pursuant to which the Company will grant first ranking security over its assets in favour of the Security Trustee on behalf of the Finance Parties in respect of the Company's obligations under the Finance Documents;
 - (D) a fixed and floating security document (under English law) to be entered into by the Company and the Security Trustee, pursuant to which the Company would grant second ranking security over its assets in favour of the Security Trustee on behalf of the Secured Creditors in respect of the Company's obligations under the Secured Documents;

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- (E) an assignation in security document (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Finance Parties in respect of its rights under certain Scottish contracts, agreements and arrangements, a standard security document (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Finance Parties over its Scottish Landowner Agreements, and a bond and floating charge (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Finance Parties;
- (F) a second ranking assignation in security document (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Secured Creditors in respect of its rights in retrocession under certain Scottish contracts, agreements and arrangements, a second ranking standard security document (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Secured Creditors over its Scottish Landowner Agreements, and a second ranking bond and floating charge (under Scottish law) to be given by the Company in favour of the Security Trustee on behalf of the Creditors;
- (G) a security trust and intercreditor deed (the "**Security Trust and Intercreditor Deed**") to be entered into by, *inter alios*, GLID Wind Farms TopCo, the WindCos (including the Company), the Offtaker and the Security Trustee, governing the arrangements as between the Secured Creditors with respect to, *inter alia*, enforcement of their security, and the priority of payments in respect of the proceeds of enforcement;
- (H) an accounts agreement to be entered into by, *inter alios*, GLID Wind Farms TopCo, the WindCos (including the Company), the Account Bank and the Security Trustee, setting out provisions relating to the opening and operation of the Project Accounts;
- (I) direct agreements in respect of the Power Purchase Agreement, the Glens O&MM Agreement, the Glens WOM Agreement and the Glens Connection Agreements to be entered into by the Company, the Security Trustee and the relevant counterparty, pursuant to which the Security Trustee would be granted rights to step-in and remedy breaches of the underlying contract;
- (J) an Existing WindCo Loan Agreement to be entered into by the Company (as borrower) and CREL (as lender) in relation to the Company's existing debt owing to CREL; and
- (K) an interim power purchase agreement to be entered into by the Company and the Offtaker expressed to expire at Financial Close.

2. That the Company be and is hereby instructed and authorised to execute the Documents and to sign and/or despatch all other documents, notices and forms to be signed and/or despatched by it under, or in connection with, or considered by the Company or its duly appointed attorney to be incidental to, the Documents subject to

By order of the board:

Director

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INFORMATION REQUIRED TO COMPLY WITH

SECTION 291(4) OF THE COMPANIES ACT 2006

1. Eligible members are the members who would have been entitled to vote on the resolutions on the circulation date of the written resolutions.
2. The circulation date of the written resolutions is 23 October 2009 (the "Circulation Date").
3. The procedure for signifying agreement by an eligible member to written resolutions is as follows:
 - (A) A member signifies his agreement to proposed written resolutions when the company receives from him (or someone acting on his behalf) an authenticated document -
 - (i) Identifying the resolutions to which it relates, and
 - (ii) indicating his agreement to the resolutions.
 - (B) The document must be sent to the company in hard copy form or in electronic form.
 - (C) A member's agreement to written resolutions, once signified, may not be revoked.
 - (D) Written resolutions are passed when the required majority of eligible members have signified their agreement to them.

The period for agreeing to the written resolutions is the period of 28 days beginning with the Circulation Date (see Section 297 Companies Act 2006).

**AGREEMENT BY ELIGIBLE MEMBERS
TO WRITTEN RESOLUTIONS**

We, being the eligible member of the Company:

1. confirm that we have received a copy of the above written resolutions in accordance with section 291 of the Companies Act 2006; and
2. hereby resolve and agree that the above resolutions are passed as written resolutions pursuant to Section 288 of the Companies Act 2006 and that such resolutions shall take effect as special resolutions.



For and on behalf of
GLID Wind Farms TopCo Limited

Dated: 23 October 2009