

DATED 30th September 2008

CENTRICA RENEWABLE ENERGY LIMITED

and

CENTRICA RENEWABLE HOLDINGS LIMITED

INTRA-GROUP
SHARE PURCHASE AGREEMENT
relating to the sale and purchase of all issued
shares in Glens of Foudland Wind Farm Limited

CERTIFIED AS A TRUE COPY

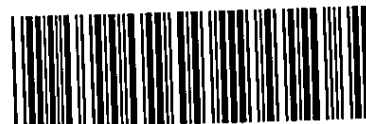
Penny Allen

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THIS AGREEMENT is made 30th September 2008

BETWEEN:

1. **CENTRICA RENEWABLE ENERGY LIMITED**, a company incorporated in England and Wales with registered number 03275445, the registered office of which is Millstream Maidenhead Road, Windsor, Berkshire, SL4 5GD (the "**Seller**"); and
2. **CENTRICA RENEWABLE HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 6707821, the registered office of which is Millstream Maidenhead Road, Windsor, Berkshire, SL4 5GD (the "**Purchaser**").

WHEREAS:

- (A) Glens of Foudland Wind Farm Limited, a company incorporated in England and Wales with registered number 04493791, the registered office of which is Millstream Maidenhead Road, Windsor, Berkshire, SL4 5GD, (the "**Company**") has an authorised share capital of 1,000,000 ordinary shares of £1 each, of which one such share is in issue.
- (B) The Seller has agreed to sell and the Purchaser has agreed to purchase the Share (as defined in this Agreement) on the terms and subject to the conditions of this Agreement.

WHEREBY IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement:

"Completion" means completion of the sale and purchase of the Share under this Agreement;

"Consideration Shares" means 50 million ordinary shares of £1 each in the capital of the Purchaser to be allotted and issued pursuant to clause 3; and

"Share" means the one issued ordinary share of £1 in the capital of the Company owned by the Seller.

1.2 In this Agreement, unless otherwise specified:

- (A) references to clauses and sub-clauses are to clauses and sub-clauses of this Agreement;

- (B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and
- (C) headings to clauses are for convenience only and do not affect the interpretation of this Agreement.

2. Sale and purchase

- 2.1 The Seller shall sell and the Purchaser shall purchase the Share free from all claims, liens, charges, encumbrances and equities and from all other rights exercisable by or claims by third parties and together with all rights attached or accruing to it.
- 2.2 For the avoidance of doubt, Part 1 Law of Property (Miscellaneous Provisions) Act 1994 shall not apply for the purposes of this clause.

3. Consideration

The total consideration for the sale of the Share shall be the allotment and issue by the Purchaser of the Consideration Shares to the Seller in accordance with clause 4 (Completion).

4. Completion

- 4.1 Completion shall take place immediately after signature of this Agreement.
- 4.2 At Completion:
 - (A) the Seller shall deliver to the Purchaser:
 - (i) a duly executed stock transfer form in respect of the Share in favour of the Purchaser or such person as the Purchaser may nominate and a share certificate for the Share in the name of the Seller; and
 - (ii) such waivers or consents as the Purchaser may require to enable the Purchaser to be registered as holder of the Share; and
 - (B) the Purchaser shall allot and issue to the Seller the Consideration Shares (credited as fully paid).

5. Seller's warranties

The Seller warrants to the Purchaser in the following terms:

(A) Ownership of the Share

The Seller is the sole beneficial owner of the Share which is the only issued share in the capital of the Company.

(B) Options, mortgages and other encumbrances

- (i) There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the Share and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.
- (ii) No option, right to acquire, mortgage, charge, pledge, lien (other than a lien arising by operation of law in the ordinary course of trading) or other form of security or encumbrance or equity on, over or affecting the whole or any part of the undertaking or assets of the Company is outstanding and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any.

6. Rights of the Consideration Shares

The Consideration Shares shall rank *pari passu* with the existing ordinary shares of £1 each in the capital of the Purchaser, including the right to receive all dividends declared, made or paid after Completion (save that they shall not rank for any dividend or other distribution of the Purchaser declared, made or paid prior to Completion).

7. Entire agreement

- 7.1 This Agreement constitutes the whole and only agreement between the parties relating to the sale and purchase of the Share. In entering into this Agreement, each party to this Agreement acknowledges that it is not relying upon any pre-contractual statement which is not expressly set out in this Agreement.
- 7.2 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- 7.3 For the purposes of this clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement.

Signed by *Sue Wheeler*
for and on behalf of
**CENTRICA RENEWABLE ENERGY
LIMITED**

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Sue Wheeler
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Director

Signed by *James Spence*
for and on behalf of
**CENTRICA RENEWABLE HOLDINGS
LIMITED**

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James Spence
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Director

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