

**COMPANY NO. 04275546**

The Companies Act 2006  
Company Limited by Guarantee

**SPECIAL RESOLUTION**

of

**THE UK BUSINESS COUNCIL FOR SUSTAINABLE ENERGY**  
(the "Company")

At an extraordinary general meeting of the Company duly convened and held at 35/37 Grosvenor Gardens, London SW1W 0BS at 12 00 hours on 22 February 2012, the following Special Resolution was duly passed in accordance with the Company's Articles of Association

**SPECIAL RESOLUTION**

THAT clause 4 of the former Memorandum of Association of the Company as it is now deemed to be incorporated into the Articles of Association of the Company be amended by inserting the words "save for the appointment of a Chief Executive in accordance with the Articles" after "and" in the third line thereof, by deleting the words (who is not a Director of the Company) in the second line of sub-clause (a), and adding a new sub-clause (e) as set out below so that Clause 4 of the Memorandum of Association (as it is now deemed incorporated into the Articles of Association of the Company) shall in total be

**"NO DISTRIBUTION OF ASSETS**

The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company, and save for the appointment of the Chief Executive in accordance with the Articles no Director of the Company may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company

Nothing in this clause shall prevent

- (a) the payment in good faith of reasonable and proper remuneration to any member, officer or employee of the Company for any services rendered to the Company, or the reimbursement of reasonable and proper out-of-pocket expenses incurred by any such person,
- (b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected
- (c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected,
- (d) any proper payment made in good faith to another company in which a Director has an interest, provided s/he does not hold more than 1% of the capital of that other company, in which case the Director shall not (only by reason of such interest) be bound to account for any share of the profits s/he may receive in respect of such payment
- (e) the payment or transfer directly or indirectly of all or any income or property of the Company to some other company or organisation which has objects which are similar to the objects of the Company, or to any other trade association representing the energy industry. The company, organisation or association concerned shall be determined by the members of the Company "

AND



THAT clause 7 of the former Memorandum of Association of the Company as it is now deemed to be incorporated into the Articles of Association of the Company be deleted and replaced with the following new article

**"DISTRIBUTION OF ASSETS ON WINDING UP**

If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or organisation or trade association representing the energy industry which has objects which are similar to the objects of the Company and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by these articles and which is agreed by the members of the Company, and if and so far as effect cannot be given to such decision, then to some charitable object "

AND

THAT articles 6 (Annual General Meeting), 7 (Business of Annual General Meeting), 26 (Annual Retirement and Appointment) and 50 (Secretary) of the Articles of Association be deleted

AND

THAT article 8 (Extraordinary General Meeting) of the Articles of Association be deleted and replaced with the following new article

"8 (a) All general meetings are called Extraordinary General Meetings

(b) The Directors may call Extraordinary General Meetings whenever they think fit "

AND

THAT article 10 (Notice of General Meeting) of the Articles of Association be deleted and replaced with the following new article

"10 (a) Subject to the provisions for meetings being held on short notice in paragraph (b) below, not less than 14 clear days' notice is required to call an Extraordinary General Meeting

(b) an Extraordinary General Meeting may be called on short notice (that is notice of less than the 14 clear days' mentioned in paragraph (a) above) if this is agreed in writing by ninety-five per cent of the members who are entitled to attend and vote at the meeting "

AND

THAT article 11 (Notice of General Meeting) of the Articles of Association be amended by the deletion of sub-clause 11(a) and replacement with the following sub-clause

"11 (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting and the general nature of the business to be transacted "

AND

THAT article 30 (Co-option by the Directors) of the Articles of Association be amended by the deletion of the final two sentences so that article 30, as amended, shall read as follows

"30 The Directors may appoint a person who is willing to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed the maximum number of Directors "

AND

THAT article 36 (Appointment of Managers and Agents) of the Articles of Association be amended by the deletion of sub-clause 36 (a) and replacement with the following sub-clause

"36 (a) The Directors may appoint managers and other employees and decide on their powers, duties and terms of service, provided that no Director (except for a Director who is appointed Chief Executive) may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company "

AND

THAT articles 47, 48 and 49 (Conflicts of Interest) of the Articles of Association be deleted and replaced with the following new articles

**"CONFLICTS OF INTEREST**

47 1 A "conflict situation" means a situation in which a Director or an alternate has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company

(a) including a situation relating to the exploitation of any property, information or opportunity, irrespective of whether the Company could take advantage of the property, information or opportunity,

(b) excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest, and

(c) excluding a situation involving a transaction or arrangement

47 2 A Director or an alternate shall not infringe his duty to avoid a conflict situation if the matter or situation which would otherwise result in that Director or alternate infringing that duty arises out of or results from that Director or alternate

(a) being a director, alternate, officer, employee, consultant or member of any member or of any other group company,

(b) being (directly or indirectly) involved with or interested in, any member or other group company, or

(c) acting as trustee, or a director of a corporate trustee, or being a member, of any pension scheme of which the Company is an employer (as defined in section 124 Pensions Act 1995) or having a direct or indirect interest in any company which is a trustee of or employer in relation to, any such pension scheme,

for the reason that any such matter or situation is hereby authorised and no further authorisation, whether pursuant to article 47 3 or otherwise, is required in respect of such matter or situation. In addition, any such Director or such alternate shall not be in breach of any other duties he owes to the Company, including the duty to exercise independent judgment, as a result of him being involved in other group companies or pension schemes in the manner referred to in this article 47 2

47 3 Any other matter or situation which would otherwise result in a Director or an alternate director infringing his duty to avoid a conflict situation may be authorised by the Directors. Any such authorisation will only be effective if

(a) the quorum at the meeting of the Directors at which that matter or situation is considered is met without counting the Director or alternate in question or any other interested Director or alternate, and

(b) the matter or situation was agreed to without their voting or would have been agreed to if their votes had not been counted

47 4 Any authorisation given by the Directors in accordance with article 47 3

(a) may (at the time it is given or at any subsequent time) be made subject to such terms and such conditions as the Directors consider appropriate, and

(b) may be revoked or varied by the Directors (any such revocation or variation will not affect anything previously done by the Director or alternate in accordance with such prior authorisation)

48 Where in relation to a Director or an alternate, a matter or situation is authorised under article 47 2 or specifically authorised by the Directors under article 47 3, that Director or alternate shall, irrespective of his interest in the matter or situation giving rise to the conflict situation, and subject, at all times, to the terms and conditions (if any) of any authorisation

(a) be entitled to

- (i) receive any papers or other documents in relation to or concerning, such matter or situation,
- (ii) attend any meeting (or any part of any meeting) of the Directors or of a committee of the Directors, at which such matter or situation is discussed or absent himself from any such meeting (or any part of any such meeting), and
- (iii) be counted in the quorum and vote at, any such meeting, and

(b) not be required to

- (i) disclose to or use for the benefit of the Company, any confidential information relating to such matter or situation if such disclosure or use would constitute a breach of confidence, and
- (ii) account to the Company for any benefit which he derives from such matter or situation

49 **Directors' interests in transactions and arrangements**

- (a) A "situation involving a transaction or arrangement" means a situation in which a Director or an alternate is in any way, directly or indirectly, interested in a transaction or arrangement with the Company in circumstances where the provisions of sections 177 or 182 of the Companies Act apply
- (b) The provisions of article 47 shall not apply to a situation involving a transaction or arrangement
- (c) Any Director or alternate may be interested in a situation involving a transaction or arrangement as long as he declares the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Companies Act
- (d) Where, in relation to a Director or an alternate, a situation involving a transaction or arrangement has arisen and the Director or alternate has declared the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Companies Act, that Director or alternate shall, irrespective of his interest in the matter giving rise to the situation involving a transaction or arrangement, be entitled to
  - (i) receive any papers or other documents in relation to or concerning, such matter,
  - (ii) attend a meeting (or any part of any meeting) of the Directors or of a committee of the Directors, at which such matter is discussed, and
  - (iii) be counted in the quorum and vote at, any such meeting

AND

THAT article 61 (Interpretation) of the Articles of Association be amended by the deletion of the words "the Companies Act" means the Companies Act 1985 and any statutory amendment or re-enactment of it when in force" and replacement with the following words "the Companies Act" means the Companies Act 2006 and any statutory amendment or re-enactment of it when in force" and by the insertion of the words "group company" means the Company and every subsidiary and holding company of the Company and every subsidiary and holding company of such subsidiary and holding company and by the deletion of the words "secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary"

Signature



Print Name

Keith Maclean

Position

Director

Date

29 Feb 2012