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COMPANIES HOUSE

Company number SC281567

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION of PARSONS PEEBLES GENERATION LIMITED (the "Company")

10 December 2015 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the shareholders of the Company propose that the following resolutions are passed as written resolutions of the Company, having effect as special resolutions (the "Resolution").

SPECIAL RESOLUTIONS

1 "THAT the execution, delivery and performance of the following documents to which the Company is a party is likely to promote the success of the Company for the benefit of its members as a whole and is also to its commercial benefit, the terms thereof and the transactions contemplated are therefore approved:

1.1 a facility agreement to be entered into by AIB Group (UK) p.l.c (the "Lender") (as Mandated Lead Arranger, Agent, Security Agent, Original Hedge Counterparty and Ancillary Lender), the Company, Preformed Windings Limited, Parsons Peebles Group Limited, A W Holding Company Limited, Anstee & Ware Limited (as original borrowers) (together the "Borrowers") in terms of which the Lender has agreed to make available loan facilities to the Borrowers on the terms set out therein (the "Facility Agreement");

1.2 an intercreditor deed between, among others, the Borrowers, the Debtors (as defined in the therein), the Security Agent, the Ancillary Lender (as Senior Lenders), the Hedge Counterparties, the Junior Lender and the Intra-Group Lenders (as defined therein);

1.3 a debenture in favour of the Security Agent (the "Debenture");

1.4 bond and floating charge in favour of the Security Agent (the "Bond and Floating Charge"); and

1.5 a director's certificate relative to the Facility Agreement to be signed by a director of the Company"

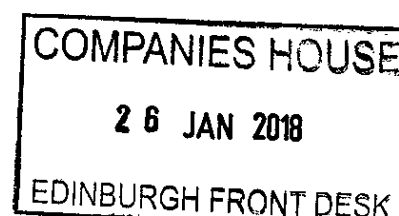
2 "THAT the existing articles of association of the Company ("the Articles") be amended as specified below:

2.1 A new Article 3A (*lien*) shall be inserted as follows:

3A Lien

3A.1 Subject to the terms of provision 3A.2 below, the lien conferred by Regulation 8 shall attach to all Shares of any class whether fully paid or not, and to all Shares registered in the name of any Member for all money presently payable by him or his estate to the

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Company, whether he is their sole registered holder or one of two or more joint holders, and Regulation 8 shall be modified accordingly.

- 3A.2 Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to any bank, institution or other person or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person), (a "Secured Institution") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts).".

- 2.2 A new Article 4A (Secured Institutions) shall be inserted as follows:

4A Secured Institutions

Notwithstanding the provisions of the Articles, the Board shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

- 4A.1 Is by way of security to a Secured Institution (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or
- 4A.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- 4A.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Board shall forthwith register any such transfer of shares upon receipt and furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.".


In this Resolution where defined terms are used they shall bear the same meaning as in the Facility Agreement unless otherwise provided."

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution:

Signed by:

Signature of director of Parsons Peebles Group Limited	
Print Name	GAVIN MCCALLUM
For and on behalf of	Parsons Peebles Group Limited
Date	10 DECEMBER 2015

NOTES

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company in hard copy, by e-mail, by fax or in electronic form. If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 2 If by the date falling 28 days from the Circulation Date, sufficient agreement has not been received in order to pass the Resolution, such resolution will lapse. If you agree to the Resolution, please ensure that your agreement reaches the Company on or before this date.
- 3 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.
- 4 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.