**[To be stamped by way of payment of adequate stamp duty]**

**THIRD AMENDMENT TO SHARE PURCHASE AGREEMENT**

This THIRD AMENDMENT to the Share Purchase Agreement dated November 11, 2015is entered into and executed at [●] on this [●] day of July, 2018:

**amongst**

**SINDICATUM Solar Energy GUJARAT Private Limited** (formerly AES Solar Energy Gujarat Private Limited**)**, a private limited company incorporated and registered under the (Indian) Companies Act, 1956 and having its registered office at B-93, Basement Defence Colony, New Delhi, India, acting through its authorized signatory (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **First Part**;

**and**

**AES Solar Energy Holdings Mauritius Private Limited**, a company incorporated and registered under the laws of Republic of Mauritius and having its registered office at Les Cascades Building, Edith Cavell Street, Port Louis, Mauritius, acting through its authorized signatory (hereinafter referred to as “**Seller No. 1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **Second Part**;

**and**

**Silver Ridge Power B.V.**, a company incorporated and registered under the laws of Netherlands and having its registered office at Barbara Strozzilaan 201, 1083 HN, Amsterdam, Netherlands, acting through its authorized signatory (hereinafter referred to as “**Seller No. 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **Third Part**;

**and**

**Sindicatum Captive Energy Singapore Pte. Limited**, a company registered under the laws of Singapore and having its registered office at 80, Anson Road, # 28 – 02, Fuji Xerox Towers, Singapore 079 907, acting through its authorized signatory (hereinafter referred to as the “**Acquirer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Fourth Part**;

**AND**

**SINDICATUM RENEWABLE ENERGY COMPANY PTE. LIMITED**, a company registered under the laws of Singapore and having its registered office at 80, Anson Road, # 28 – 02, Fuji Xerox Towers, Singapore 079 907, acting through its authorized signatory (hereinafter referred to as the “**Acquirer Nominee**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Fifth Part**.

Whereas:

1. The Parties had executed a share purchase agreement dated November 11, 2015, as amended by the First Amendment Agreement and the Second Amendment Agreement (*as defined herein after*) for recording the terms and conditions, as mutually agreed, for the purchase of 74% (Seventy Four Per cent) of the total issued, subscribed and paid-up share capital of the Company by the Acquirer and Acquirer Nominee from the Seller No. 1 and Seller No. 2 and purchase of balance 26% (Twenty Six Per cent) of the total issued, subscribed and paid-up capital of the Company by the Acquirer from Seller No. 1 upon the occurrence of the Trigger Event (“Gujarat SPA”);
2. The Seller No. 1, Seller No. 2, Silver Ridge Power Holdings B.V., the Company and the Subsidiary executed a share purchase agreement dated September 21, 2016 (“AES Rajasthan Share Acquisition Agreement”), wherein the Seller No. 1, Seller No. 2 and Silver Ridge Power Holdings B.V. have cumulatively transferred 89.6% (Eighty-Nine point Six Per cent) of issued, subscribed and paid-up share capital of the Subsidiary to the Company. Pursuant to the said transaction, the Parties had executed an amendment agreement dated October 31, 2016 (“First Amendment Agreement”) to the Gujarat SPA. The Parties had also executed an amendment agreement dated December 5, 2016 (“Second Amendment Agreement”) to the Gujarat SPA (hereinafter jointly referred to as the “Amendment Agreements”); and
3. Due to non – completion of certain conditions the Final Completion in terms of the Gujarat SPA as amended by the Amendment Agreements has not occurred. The Parties have, in good faith, mutually agreed to further amend the terms of the Gujarat SPA with the intent of undertaking the Final Completion at the earliest.
4. The Parties are therefore, desirous of entering into this Third Amendment Agreement to amend certain terms of the Gujarat SPA, as specified in this Third Amendment Agreement.

Now, therefore, the Parties have agreed as follows:

## **Definitions and Interpretation**

## **Interpretation**

### The provisions of Clause 1.2 of the Gujarat SPA shall apply *mutatis mutandis* to this Third Amendment Agreement and shall be deemed to have been incorporated herein by reference.

## **Agreed Amendments**

## The Parties herein agree that the following amendments shall be incorporated in Gujarat SPA:

## The following definition shall be deleted in its entirety from Clause 1.1 (*Definitions*) of the Gujarat SPA:

*“****SVB Bond****”;*

## The following definitions stated in Clause 1.1 of the Gujarat SPA are hereby amended and restated in their entirety as follows:

*“****Balance Purchase Consideration****” shall mean USD 1,800,000 (United States Dollars One Million Eight Hundred Thousand only);*

*“****Purchase Consideration****” shall mean USD [●] (United States Dollars [●]);* [***D&D Comment:*** *To be calculated basis the amount of Tranche I Purchase Consideration plus Balance Purchase Consideration****]****.*

*“****Tranche I Purchase Consideration”*** *shall mean USD [●] (United States Dollars [●]).* [***D&D Comment:*** *Actual amounts received for Tranche I Sale Shares to be inserted here****]****.*

## The following definitions shall be added to Clause 1.1 of the Gujarat SPA:

*“****Third******Amendment Agreement****” shall mean the third amendment agreement to the Gujarat SPA executed amongst the Parties hereto on* [*insert the date of execution of this agreement*];

## Clause 2.1.2 is hereby amended and restated in its entirety as follows:

## *“On and subject to the terms and conditions contained in this Agreement, the Applicable Laws and upon occurrence of Trigger Event, and on the Final Completion Date, the Acquirer agrees to purchase and the Seller No. 1 agrees to sell, transfer and deliver to the Acquirer, the Balance Sale Shares for the Balance Purchase Consideration, free and clear of all Encumbrances and together with all rights and benefits then and thereafter attaching thereto including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the Final Completion Date. Payment of Balance Purchase Consideration shall be made subject to tax deduction at source as required under the Applicable Laws, unless a certificate/ approval from the Indian Taxation authorities for nil or lower deduction or withholding of tax at source in connection with the payment of the Balance Purchase Consideration has been obtained by Seller No. 1, in accordance with Applicable Laws.”*

## Clause 3.2.1(f) of the Gujarat SPA is deleted in its entirety.

## Pursuant to the deletion of Clause 3.2.1(f), erstwhile Clause 3.2.1(g) and 3.2.1(h) of the Gujarat SPA shall stand renumbered as Clause 3.2.1(f) and 3.2.1(g) respectively. Accordingly, the reference to clause 3.2.1(h) appearing in Schedule VI (*Sellers’ CP Fulfilment Notice Format*) shall be read to mean 3.2.1(g).

## Clause 3.2.1(i) of the Gujarat SPA is deleted in its entirety.

## Clause 3.3.1(b) of the Gujarat SPA is deleted in its entirety.

## Clause 4.5.1 of the Gujarat SPA is hereby amended and restated in its entirety as follows:

## *“The Parties agree that the Acquirer shall collect the Income Tax Refund Amount received by the Company from any Governmental Authority, and that the Sellers shall have no right to the Income Tax Refund Amount, either in whole or in part.”*

## Clause 4.5.2 of the Gujarat SPA is hereby deleted in its entirety.

## The heading to Clause 4.6 of the Gujarat SPA is hereby amended and restated in its entirety as follows:

## *“****Deposit with Customs Department****”*

## Clause 4.6.1 of the Gujarat SPA is hereby amended and restated in its entirety as follows:

## *“The Parties agree that the Acquirer shall collect the Customs Department Refund Amount received by the Company from any Governmental Authority, and the Sellers shall have no right to the Customs Department Refund Amount, either in whole or in part.”*

## Clause 4.6.2 of the Gujarat SPA is hereby deleted in its entirety.

## Clause 5.4.1 of the Gujarat SPA is hereby amended and restated in its entirety as follows:

“*Subject to Applicable Laws, upon occurrence of the Trigger Event and the terms and conditions set forth in this Agreement, Final Completion shall take place at such place as Seller No. 1 and the Acquirer may mutually agree, on the date (the “****Final Completion Date****”) which is the 5th Business Day immediately following the date of issuance of the Seller No. 1 Balance Sale Shares CP Fulfilment Notice unless the Acquirer and Seller No. 1 mutually decide on any other date, provided that the Final Completion Date shall not be later than* [*insert the proposed final completion date*]*, 2018, unless otherwise extended upon mutual agreement between the Acquirer and Seller No. 1. Final Completion shall not be deemed to have occurred unless all of the obligations set out in Clause 5.5 below are complied with and are fully effective.*”***[DSNR Comment:*** *There is currently no understanding amongst the Parties in this regard. The language of the Clause must be maintained as earlier except for the date which needs to be mentioned in light of the fact that the previously mentioned date has elapsed.****]***

## Clause 7.1.2(a) of the Gujarat SPA is hereby deleted in its entirety.

## Clause 7.1.2(c) of the Gujarat SPA is hereby deleted in its entirety.

## Clause 7.1.2(d) of the Gujarat SPA is hereby amended and restated in its entirety:

## *“Notwithstanding the Disclosures and the limitations as stated in Clauses 7.2.2 (a), 7.2.3, 7.2.7 (c), and 7.2.9 (a), the Sellers jointly and severally agree to indemnify, defend and hold harmless the Indemnified Party against any and all Losses suffered by such Indemnified Party arising out of, or in connection with any Tax liability of the Company arising in respect of the period any time prior to the First Completion Date, other than any Tax liability arising out of the IT Notice or Tax Demand FY 13 - 14.”*

## Clause 7.1.2(g) of the Gujarat SPA is hereby deleted in its entirety.

## Clause 7.1.2(h) of the Gujarat SPA is hereby amended and restated in its entirety as follows:

## *““Notwithstanding the Disclosures and the limitations stated in Clauses 7.2.2 (a), 7.2.3, 7.2.7 (c), and 7.2.9 (a), the Sellers, jointly and severally, agree to indemnify, defend and hold harmless the Indemnified Party against any and all Losses suffered by such Indemnified Party arising out of, or in connection with any Tax liability of the Subsidiary arising in respect of the period any time prior to the First Completion Date, other than any Tax liability arising out of Subsidiary Tax Demand FY 13 - 14.”*

## Pursuant to the deletion of Clauses 7.1.2(a), 7.1.2(c), 7.1.2(g) of the Gujarat SPA, erstwhile Clause 7.1.2(b) shall stand renumbered as Clause 7.1.2(a); erstwhile Clause 7.1.2(d) shall stand renumbered as Clause 7.1.2(b); erstwhile Clause 7.1.2(e) shall stand renumbered as Clause 7.1.2(c); erstwhile Clause 7.1.2(f) shall stand renumbered as Clause 7.1.2(d); erstwhile Clause 7.1.2(h) shall stand renumbered as Clause 7.1.2(e); and erstwhile Clause 7.1.2(i) shall stand renumbered as Clause 7.1.2(f).

## The erstwhile Clause 7.1.2(i), which is renumbered as ‘Clause 7.1.2(f)’ of the Gujarat SPA is hereby amended and restated in its entirety as follows:

## 

## “*Notwithstanding the Disclosures and the limitations stated in Clauses 7.2.1, 7.2.2, 7.2.3, 7.2.7(c) and 7.2.9(a), the Sellers, jointly and severally, agree to indemnify, defend and hold harmless the Indemnified Party against any and all Losses suffered by such Indemnified Party arising out of, or in connection with the purchase of Subsidiary Shares under the AES Rajasthan Share Acquisition Agreement including, without limitation, in respect of the compliance required under the Companies Act, Foreign Exchange Management Act, 1999 and Consolidated FDI Policy Circular of 2016 issued by the Government of India, and Income Tax Act, 1961, it being agreed amongst the Parties that the maximum aggregate liability of the Sellers arising under Clause 7.1.2(f) shall be capped at and shall not exceed* 17*% (Seventeen Per cent) of the Purchase Consideration.”*

## Clause 7.1.5 of the Gujarat SPA is hereby amended and restated in its entirety as follows:

*“Subject to Clause 7.1.6 below, in the event that the Indemnified Party becomes aware of any matter that operates/may operate as a breach of the Warranties and/or Balance Sale Shares Title Warranties and such matter involves: (i) any claim made against the Indemnified Party or the Company or the Subsidiary by any Person, or (ii) the commencement of any action, suit, investigation, arbitration or similar proceeding against the Indemnified Party or the Company by any Person ((i) and (ii) being hereafter collectively referred to as a “****Third Party Claim****”), the Indemnified Party shall promptly and in no event later than 15 (Fifteen) calendar days after the Indemnified Party becomes aware of such matter, notify in writing to the Sellers of such claim. Save and except as otherwise expressly provided under Clause 7.1.2(c) above, the Sellers shall, in respect of each Third Party Claim, and at their option, seek the consent of the Acquirers to defend the Third Party Claim and to control the defense, negotiation or settlement thereof in the manner specified hereunder at their own cost and expense, which consent shall not be unreasonably withheld.”*

## The opening paragraph of Clause 7.2.1 of the Gujarat SPA commencing with the following words *“Save and except as otherwise provided under Clauses …"*and ending at "... *on or prior to the expiry of the periods of limitation mentioned herein below:””* is hereby amended and restated in its entirety as follows:

## “*Save and except as otherwise provided under Clauses 7.1.2(c) and 7.1.2(f)* *of this Agreement, the Sellers shall be liable to indemnify the Indemnified Party for a breach of any Warranties and/or Balance Sale Shares Title Warranties only if a Claims Notice in respect of a relevant claim has been given in accordance with Clause 7.1 on or prior to the expiry of the periods of limitation mentioned herein below:”*

## Clause 7.2.1(c) of the Gujarat SPA is hereby amended and restated in its entirety as follows:

“*All claims pertaining to the indemnity under Clause 7.1.2(f) and a breach of Warranties pertaining to Taxes, shall be made prior to the expiry of 8 (Eight) years from the relevant Financial Year; and”*

## Clause 7.2.2(b) of the Gujarat SPA is hereby amended and restated in its entirety as follows:

#### *“Except in case of fraud or in relation to title to the Sale Shares and Subsidiary Shares and except as otherwise provided under Clauses 7.1.2(c) and 7.1.2(f) of this Agreement, the maximum aggregate liability of the Sellers arising under, or in connection with, or relating to, or otherwise with respect to this Clause 7 or the transactions contemplated by this Clause 7 shall be capped at and shall not exceed 17% (Seventeen Per cent) of Purchase Consideration.*”

## Clause 7.2.7(c) of the Gujarat SPA is hereby amended and restated in its entirety as follows:

*“which arises from matters/informed Disclosed under the Disclosure Letter except in respect of the indemnity provided under Clauses 7.1.2(a), 7.1.2(b), 7.1.2(c), 7.1.2(d), 7.1.2(e) and 7.1.2(f).”*

## **Schedule 7** (*Balance Sale Shares CP Fulfilment Notice Format*) of Gujarat SPA is hereby amended and restated in its entirety in the form attached as **Annexure I** hereto.

## **Schedule 8** (*Acquirers’ Balance Sale Shares CP Fulfilment Notice Format*) of Gujarat SPA is hereby amended and restated in its entirety in the form attached as **Annexure II** hereto.

## **Schedule 9** (*Seller No.1 Balance Sale Shares CP Fulfilment Notice Format*) of Gujarat SPA is hereby amended and restated in its entirety in the form attached as **Annexure III** hereto.

## [**DSNR Comment:** There is no understanding amongst the Parties in this regard]

## **Miscellaneous Provisions**

## It is hereby agreed by and amongst the Parties hereto that any specific provisions or contents of the Gujarat SPA that are required to be modified by virtue of the amendments agreed in this Third Amendment Agreement, shall stand modified to the extent contained herein.

## Each reference to the Gujarat SPA contained in any document delivered under or pursuant to the Gujarat SPA shall be construed as a reference to the Gujarat SPA as amended by this Third Amendment Agreement. In the event of any conflict with respect to the interpretation of any provisions of the Gujarat SPA and this Third Amendment Agreement, the provisions of this Third Amendment Agreement shall prevail to the extent specifically contained herein. The provisions of the Gujarat SPA, shall, save as amended by this Third Amendment Agreement, continue to remain in full force and effect.

## The provisions of Clause 9 of the Gujarat SPA shall be incorporated into this Third Amendment Agreement as if set out in full in this Third Amendment Agreement and as if references in that Clause to “this Agreement” are references to this Third Amendment Agreement.

**Annexure-I**

# **Schedule 7 - Balance Sale Shares CP Fulfillment Notice Format**

Date: [●] 2018

Dear Sirs,

**Subject: Balance Sale Shares CP Fulfillment Notice**

We refer to the Share Purchase Agreement dated November 11, 2015 as amended by the Amendment Agreements dated October 31, 2016, December 5, 2016 and [*the date of this third amendment agreement to be inserted*] (“**Agreement**”) executed amongst Sindicatum Solar Energy Gujarat Private Limited (formerly AES Solar Energy Gujarat Private Limited**)** (“**Company**”), AES Solar Energy Holdings Mauritius Private Limited, Silver Ridge Power B.V. (collectively, the “**Sellers**”), Sindicatum Captive Energy Singapore Pte. Limited (“**Acquirer**”) and Sindicatum Renewable Energy Company Pte. Limited (“**Acquirer Nominee**”).

Pursuant to Clause 3.5.2 of the Agreement, we the undersigned hereby confirm, declare and certify to each other that, as of the date hereof, each of the Balance Sale Shares Conditions Precedent specified in Clause 3.4.3 of the Agreement required to be fulfilled by us ceases to be applicable and accordingly, has been deemed to be waived by the Sellers.

Capitalized words and expressions used in this letter but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

For **SINDICATUM Solar Energy Gujarat Private Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

**For Sindicatum Captive Energy Singapore Pte. Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

**For SINDICATUM RENEWABLE ENERGY COMPANY PTE. LIMITED**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

# **Annexure-II**

# **Schedule 8 – Acquirers’ Balance Sale Shares CP Fulfillment Notice Format**

[*On the letter head of the Acquirer*]

Date: [●] 2018

**SINDICATUM Solar Energy Gujarat Private Limited**

[●]

**AES Solar Energy Holdings (Mauritius) Private Limited**

[●]

**Subject: Acquirers’ Balance Sale Shares CP Fulfillment Notice**

We refer to the Share Purchase Agreement dated November 11,2015 as amended by the Amendment Agreements dated October 31, 2016, December 5, 2016 and [*the date of this third amendment agreement to be inserted*] (“**Agreement**”) executed amongst Sindicatum Solar Energy Gujarat Private Limited (formerly AES Solar Energy Gujarat Private Limited**)** (“**Company**”), AES Solar Energy Holdings Mauritius Private Limited, Silver Ridge Power B.V. (collectively, the “**Sellers**”), Sindicatum Captive Energy Singapore Pte. Limited (“**Acquirer**”) and Sindicatum Renewable Energy Company Pte. Limited (“**Acquirer Nominee**”).

Pursuant to Clause 3.5.2 of the Agreement, we the undersigned hereby confirm, declare and certify that, as of the date hereof:

1. There is no breach of any of the representations and warranties or obligations of the Acquirers under the Agreement.

Capitalized words and expressions used in this letter but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

For **Sindicatum Captive Energy Singapore Pte. Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

For **Sindicatum Renewable Energy Company Pte. Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

**Received and Accepted** on [●] 2018

For **SINDICATUM Solar Energy Gujarat Private Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

For **AES Solar Energy Holdings Mauritius Private Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

# **Annexure-III**

# **Schedule 9 – Seller No. 1 Balance Sale Shares CP Fulfillment Notice Format**

Date: [●] 2018

**Sindicatum Captive Energy Singapore Pte. Limited**

[*insert name and address of the Acquirer*]

**Sindicatum Renewable Energy Company Pte. Limited**

[*insert name and address of the Acquirer*]

**Subject: Seller No. 1 Balance Sale Shares CP Fulfillment Notice**

We refer to the Share Purchase Agreement dated November 11,2015 as amended by the Amendment Agreements dated October 31, 2016, December 5, 2016 and [*the date of this third amendment agreement to be inserted*] (“**Agreement**”) executed amongst Sindicatum Solar Energy Gujarat Private Limited (formerly AES Solar Energy Gujarat Private Limited**)** `(“**Company**”), AES Solar Energy Holdings Mauritius Private Limited, Silver Ridge Power B.V. (collectively, the “**Sellers**”), Sindicatum Captive Energy Singapore Pte. Limited (**Acquirer**”) and Sindicatum Renewable Energy Company Pte. Limited (“**Acquirer Nominee**”).

Pursuant to Clause 3.5.2, we the undersigned hereby confirm, declare and certify that, as of the date hereof:

1. There is no breach of the Balance Sale Shares Title Warranties.
2. The Seller No. 1 Balance Sale Shares Conditions Precedent specified in Clause 3.4.1(b) and Clause 3.4.1(c) of the Agreement required to be fulfilled by Seller No.1 have been satisfied. Enclosed please find documents evidencing such compliance.

Capitalized words and expressions used in this letter but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

For **AES Solar Energy Holdings Mauritius Private Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

**Received and Accepted** on [●] 2018

For **Sindicatum Captive Energy Singapore Pte. Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

For **Sindicatum Renewable Energy Company Pte. Limited**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. [●]

Authorised Signatory

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the day and year first above written.

|  |  |
| --- | --- |
| **Signed and Delivered** by [●], the authorised representative of **Sindicatum Solar Energy Gujarat Private Limited** the within named Party of the First Part | )  )  )  )  ) |
|  |  |
|  |  |
| **Signed and Delivered** by Ms. Aneliya Erdly, the authorised representative of **AES Solar Energy Holdings Mauritius Private Limited** the within named Party of the Second Part | )  )  )  ) |
|  |  |
|  |  |
| **Signed and Delivered** by [●], the authorised representative of **Silver Ridge Power B.V.** the within named Party of the Third Part | )  )  )  ) |
|  |  |
|  |  |
| **Signed and Delivered** by [●], the authorised representative of **Sindicatum Captive Energy Singapore Pte. Limited** the within named Party of the Fourth Part | )  )  )  ) |
| **Signed and Delivered** by Mr. [●], the authorised representative of **Sindicatum Renewable Energy Company Pte. Limited** the within named Party of the Fifth Part | )  )  )  ) |