

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 05/05/2023

Certificate No. G0E2023E2901

**\*G0E2023E2901\***

Stamp Duty Paid : ₹ 1500  
(Rs. Only)

GRN No. 101990592

**\*101990592\***

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Uk Climate investments Apollo limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Na District : Na State : Na

Phone: 98\*\*\*\*\*78



**Buyer / Second Party Detail**

Name : Bgtf one Holdings Difc limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village: Na District : Na State : Na

Phone : 98\*\*\*\*\*78



Purpose : AMENDMENT AGREEMENT TO THE UKCI SPA

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

This stamp paper forms an integral part of the Amendment Agreement to the Share Purchase Agreement dated May 05, 2023 executed amongst BGTF One Holdings (DIFC) Limited, UK Climate Investments Apollo Limited and Clean Max Enviro Energy Solutions Private Limited

## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT** (this “**Agreement**”) is executed on May 05, 2023, at Gurugram, Haryana:

### **BY AND AMONGST:**

1. **BGTF ONE HOLDINGS (DIFC) LIMITED**, a company incorporated under Companies Law, Dubai International Financial Centre Law No. 5 of 2022 and the Prescribed Company Regulations 2022 with registered number 6333, and having its registered address at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Financial, Dubai, United Arab Emirates (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;
2. **UK CLIMATE INVESTMENTS APOLLO LIMITED**, a limited liability company incorporated under the applicable Laws of England and Wales, and having its registered office at Ropemaker Place, 28 Ropemaker Street, London, United Kingdom, EC2Y 9HD, having company number 11913871 (hereinafter referred to as the “**Seller**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of the **SECOND PART**; and
3. **CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED**, a company having corporate identity number “U93090MH2010PTC208425”, and incorporated in India under the Companies Act, 2013 and having its registered office at 4<sup>th</sup> Floor, The International, 16 Maharshi Karve Road, New Marine Lines Cross Road No. 1, Churchgate, Mumbai – 400 020, Maharashtra (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **THIRD PART**.

Each of the Purchaser, the Seller and the Company are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### **WHEREAS:**

- (A) The Parties had entered into a share purchase agreement dated April 22, 2023 (the “**SPA**”) which sets out the terms and conditions for purchase of the Sale Shares (*as defined under the SPA*) of the Seller by the Purchaser.
- (B) The Parties are now desirous of executing this Agreement to incorporate certain amendments to the SPA as set out hereinafter.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

### **1. GENERAL**

- 1.1 Unless otherwise defined in this Agreement, capitalised terms used but not defined in this Agreement shall have the meaning assigned to them in the SPA.
- 1.2 This Agreement shall be deemed to be a part of the SPA and any reference to the SPA shall be deemed to include a reference to this Agreement.

- 1.3 This Agreement shall modify the understanding set out in the SPA with respect to the Parties only to the limited extent set out herein and all other terms and conditions of the SPA shall continue to remain unaltered, unaffected, valid and binding on the Parties.
- 1.4 Except to the extent expressly amended by this Agreement, the terms and conditions of the SPA shall remain in full force and effect. The SPA as amended by this Agreement shall be read and construed as one document.
- 1.5 The provisions of Clause 9 (*Governing Law and Dispute Resolution*) and Clause 11 (*Miscellaneous*) of the SPA shall stand incorporated herein by reference in this Agreement.
- 1.6 Each Party represents and warrants to the other Party/ies that it has the authority to sign and execute this Agreement.

## **2. AMENDMENT TO THE SPA**

- 2.1 The following definition under **Part A** of **Schedule 1** of the SPA, shall be replaced as follows:

*“Purchaser CCPS” means (A) the compulsorily convertible preference shares to be issued and allotted by the Company to the Purchaser and subscribed to by the Purchaser in consideration of an amount of INR 249,99,91,792/- (Indian Rupees Two Hundred Forty-Nine Crores Ninety Nine Lakhs Ninety One Thousand and Seven Hundred Ninety Two only) on the SSA First Closing and (B) if the SSA Interim Funding Closing occurs, the compulsorily convertible preference shares to be issued and allotted by the Company to the Purchaser and subscribed to by the Purchaser in consideration of an amount of INR 149,99,98,266/- (Indian Rupees One Hundred Forty Nine Crores Ninety Nine Lakhs Ninety Eight Thousand and Two Hundred Sixty Six only) on the SSA Interim Funding Closing.”*

## **3. EFFECTIVE DATE**

- 3.1 This Agreement shall become effective immediately on the date of its signing by the Parties.

**[INTENTIONALLY LEFT BLANK / SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT  
THE DAY AND YEAR FIRST ABOVE WRITTEN:**

**For CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED**



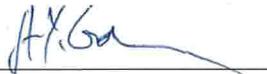
\_\_\_\_\_  
**Authorized Signatory**



**Name: Mr. Kuldeep Jain**

**THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN:**

For **BGTF ONE HOLDINGS (DIFC) LIMITED**

A handwritten signature in blue ink, appearing to read 'A.G.', is written over a horizontal line.

Authorised Signatory

Name: Angelika Gajanova  
Director

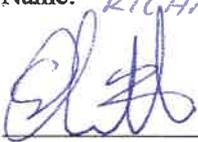
**THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR  
FIRST ABOVE WRITTEN:**

**For UK CLIMATE INVESTMENTS APOLLO LIMITED**



Authorised Representative

Name: RICHARD ABEL



Authorised Representative

Name: STEVEN SMITH