



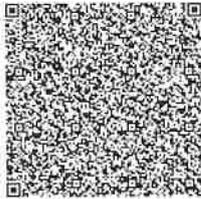
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL11524690344644T
Certificate Issued Date	: 17-Aug-2021 01:29 PM
Account Reference	: IMPACC (IV)/ dl858603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85860320240696815963T
Purchased by	: CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

This stamp paper forms an integral part of the letter agreement executed between
KEMPINC, LLP and Clean Max Enviro Energy Solutions Private Limited

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

LETTER IN RELATION TO THE LLP SSA

Date: August 16, 2021

KEMPINC, LLP

13/A, Peregrine Apt 400, Veer Savarkar Marg,
Siddhi Vinayak Temple, Prabhadevi, Mumbai – 400 025

CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED

4th Floor, The International, 16 Maharshi Karve Road,
New Marine Lines, Cross Road No. 1, Churchgate,
Mumbai - 400 020

Re: Letter in relation to the Share Subscription Agreement dated August 16, 2021 (“Letter”)

1. KEMPINC, LLP a limited liability partnership registered in India under the Limited Liability Partnership Act, 2008, and Clean Max Enviro Energy Solutions Private Limited, a company incorporated in India under the Companies Act, 1956 (“**Company**”) have entered into the Share Subscription Agreement dated August 16, 2021 which records the terms and conditions governing KEMPINC, LLP’s investment in the Company by way of subscription to the Subscription Securities (“**LLP SSA**”).
2. Capitalised terms used but not defined herein shall have the meanings ascribed to such terms under the LLP SSA.
3. The parties are desirous of recording/clarifying their mutual understanding on certain provisions contained in the LLP SSA as herein below contained.
4. The parties agree, acknowledge and clarify that any reference to the term “**Transaction Documents**” in Clause 3.4 (iv) and Para 2 (vi) of Schedule 5 of the LLP SSA shall be deemed to mean “**paragraph 3 of Schedule 1 of the Employment Agreement**”. Accordingly, Clauses 3.4 (iv) of the LLP SSA and Para 2 (vi) of Schedule 5 of the LLP SSA shall respectively read as follows:

Clause 3.4 (iv)

*“If the Company exercises its rights to call the Investor to fund all or any portion of the Tranche 2 Subscription Amount and / or Balance Subscription Amount as per **Schedule 6**, pursuant to which the Investor fails to fund all or any portion of the Aggregate Subscription Amount within 15 (fifteen) days, then Investor’s right to such Subscription Securities shall stand automatically forfeited, with both the face value and the premium paid on such Subscription Securities standing forfeited, and no obligation on part of the Company to refund the same to the Investor. Notwithstanding the foregoing, it is clarified that in the event of any delay by the Investor in funding all or any portion of the Tranche 2 Subscription Amount and/or Balance Subscription Amount within the aforesaid 15 (fifteen) day period attributable to a breach by the Company of its identified payment obligations under paragraph 3 of Schedule 1 of the Employment Agreement, such period of 15 (fifteen) days shall stand automatically extended to a period of 15 (fifteen) days from the date on which the Company cures the breach in connection with its identified payment obligation under paragraph 3 of Schedule 1 of the Employment Agreement. It is further clarified that, upon the occurrence of an event of default as defined under the Shareholders’ Agreement or a voluntary termination of the Employment Agreement by the Founder,*

*Letter in relation to the Share Subscription Agreement dated August 16, 2021 executed between
KEMPINC, LLP and Clean Max Enviro Energy Solutions Private Limited*

the Investor's right to the Subscription Securities shall stand automatically forfeited, with both the face value and the premium paid on such Subscription Securities standing forfeited, and no obligation on part of the Company to refund the same to the Investor; and."

Para 2 (vi) of Schedule 5

"If the Company exercises its rights to call the Investor to fund all or any portion of the Tranche 2 Subscription Amount and / or the Balance Subscription Amount as per the share subscription agreement dated August 16, 2021 entered into between the Investor and the Company for subscription to the CCPS, the Investor fails to fund all or any portion of the Aggregate Subscription Amount within 15 (fifteen) days, then Investor's right to all Series K CCPS shall stand automatically forfeited, with both the face value and the premium paid on such Subscription Securities standing forfeited, and no obligation on part of the Company to refund the same to the Investor. Notwithstanding the foregoing, it is clarified that in the event of any delay by the Investor in funding all or any portion of the Tranche 2 Subscription Amount and/or Balance Subscription Amount within the aforesaid 15 (fifteen) day period attributable to a breach by the Company of its identified payment obligations under paragraph 3 of Schedule 1 of the Employment Agreement, such period of 15 (fifteen) days shall stand automatically extended to a period of 15 (fifteen) days from the date on which the Company cures the breach in connection with its identified payment obligation under paragraph 3 of Schedule 1 of the Employment Agreement. It is further clarified that, upon the occurrence of an event of default as defined under the Shareholders' Agreement or a voluntary termination of the Employment Agreement by the Founder, the Investor's right to the Subscription Securities shall stand automatically forfeited, with both the face value and the premium paid on such Subscription Securities standing forfeited, and no obligation on part of the Company to refund the same to the Investor."

5. This Letter shall become effective from the date of execution of the LLP SSA and constitutes valid and binding legal obligation on the parties.
6. Except as clarified as aforesaid, the LLP SSA shall remain in full force and effect. All references in the LLP SSA shall include the reference to this Letter wherever the context so requires.
7. This Letter shall always remain and be co-extensive, co-terminus with and form an integral part of the LLP SSA.
8. The parties agree that this Letter read together with the LLP SSA constitutes the complete understanding between us with respect to the subject matter of this Letter and in the event of any inconsistency between the provisions of this letter and the LLP SSA, the agreement under this Letter shall prevail.
9. Clause 9 (*Governing Law and Dispute Resolution*), 11.3 (*Counterparts*) and Clause 11.9 (*Amendment*) of the LLP SSA shall apply *mutatis mutandis* to this Letter.
10. The LLP SSA hereby stands clarified to the extent stated herein and all other terms and conditions of the LLP SSA shall continue to remain applicable and binding on the parties.

Agreed and Accepted,

For and on behalf of CLEAN MAX ENVIRO ENERGY SOLUTIONS LIMITED


Name: RAJESH SHARMA
Designation: Head - Asset Management.

Agreed and Accepted.

For and on behalf of **KEMPINC, LLP**

A handwritten signature in black ink, appearing to read "Yidra", written over a horizontal line.

Name:

Designation:

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KEMPINC, LLP and Clean Max Enviro Energy Solutions Private Limited*