

Company No: 09663982

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

Aura Wind (Temple Hill) Limited

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as ordinary and special resolutions as detailed below.

ORDINARY RESOLUTIONS

As ordinary resolutions

1. **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to the documents listed in Appendix 1 to these resolutions (the "**Documents**") and perform its obligations and exercise its rights in relation to the Transaction.
2. **THAT** the Company, as part of the Transaction, unconditionally guarantee all liabilities owed at any time by the Obligors to the Finance Parties (as defined in the Amended Facilities Agreement) under the Documents (the "**Guarantee**").
3. **THAT** the terms of the Transaction contemplated by, and the execution, delivery and performance of, the Documents (including the Guarantee contained therein) to which the Company is to become a party, are in the commercial interests of the Company and to its commercial benefit and are hereby approved.
4. **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution and delivery of the Documents and all related matters.

SPECIAL RESOLUTION

As a special resolution

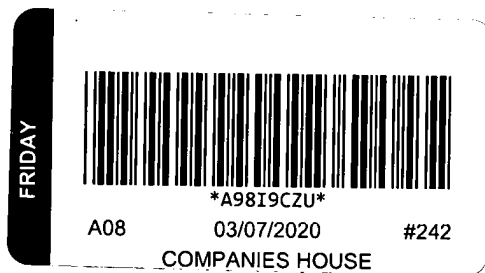
5. **THAT** with effect from the passing of this resolution, the Articles of Association of the Company be altered by the insertion of the following new Article 26A immediately after Article 26:

New Article to be inserted

"26A In this Article:

a "**Relevant Transfer**" means any transfer of shares from or to any Secured Party or any receiver (or similar officer) and any transfer of shares executed by any such person in the name of, or on behalf of, any other person which, in each case, is made pursuant to or in accordance with the relevant security document(s), including (without limitation) any such transfer made in order to perfect any mortgage, charge or other security interest in such shares or in exercise of any power of sale or other enforcement power; and

a "**Secured Party**" means, in respect of any shares, any person to which such shares have been mortgaged or charged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee of or for any such person.



- (1) The directors shall not decline to register (and shall not suspend the registration of) any Relevant Transfer and shall register any Relevant Transfer immediately upon receipt.
- (2) There is no requirement that any shares the subject of a Relevant Transfer should be offered to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under these articles or otherwise to require any such shares to be transferred to them.
- (3) Notwithstanding anything contained in these articles or anything to the contrary contained in the Companies Act, any lien on shares which the Company has shall not apply in respect of any shares subject to any Relevant Transfer.
- (4) If there is any inconsistency between any provision of this article and any provision of any other article, the provision of this article applies."

Dated: 2020

AGREEMENT

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


We, the undersigned, being a person entitled to vote on the above resolutions, irrevocably agree to such resolutions:

Name of Shareholder

Signature

Date of Signature

Aura Wind (Holdco) Limited


.....
Aura Wind (Midco) Limited as
attorney for the Shareholder

23 June 2020
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NOTES

1. Shareholders who wish to agree to such resolutions should signify their agreement in one of the following ways:

- Sign and return this document to Eversheds Sutherland (International) LLP, 1 Wood Street, London EC2V 7WS, marked for the attention of Krishan Jadav; or
- E-mail krishanjadav@eversheds-sutherland.com attaching a scanned copy of the signed document to an email containing the subject "Written resolutions dated 2020".

If you do not agree to the resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. If sufficient agreement is not received within 30 days of the circulation date then these resolutions will lapse and shareholders will not be able to indicate agreement after that date. If you agree to the resolutions, please ensure your agreement reaches us before that date.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
4. 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.
5. 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.

Appendix 1

Terms defined in the proposed amended facilities agreement originally dated 16 September 2015 between, inter alia, (1) Aura Wind (Midco) Limited as borrower, (2) Bayerische Landesbank as mandated lead arranger, (3) the financial institutions listed in schedule 1 therein as original lenders, (4) Bayerische Landesbank as facilities agent, security trustee and original hedge counterparty (as amended and restated on 24 November 2015 and 18 March 2016) (the "**Amended Facilities Agreement**") shall have the same meaning when used in this Appendix 1

1. Third Amendment Agreement
2. Amended Facilities Agreement
3. Subordination Deed of Accession (if any)
4. Second ProjectCo English Debenture
5. Standard Security
6. The following direct agreement:
 - (i) the direct agreement in respect of the O&M Management Agreement in respect of the Temple Hill Wind Farm in relation to AGR Maintenance Limited;
7. Any other Finance Document to which the Company is a party