

Termsheet for INR NCDs

Issuer	Zuka Power Private Limited (the “ Issuer ”), a company incorporated under the Indian Companies Act, 2013 and having its registered office at Flat No 6J, Century Plaza, 560-562, Anna Salai, Teynampet, Chennai- 600018.
INR NCDs	INR 273,80,00,000, 10.25% secured, non-convertible debentures, due 2029 (the “ INR NCDs ”).
INR Bond Trustee	IDBI Trusteeship Services Limited
INR Bond Holders	Greenko Solar (Mauritius) Limited and any transferee thereof that is eligible to subscribe to the INR NCDs, under any applicable law including the ‘Voluntary Retention Route’ scheme of the Reserve Bank of India.
Majority INR Bond Holders	INR Bond Holders holding at least 75% of the aggregate outstanding nominal value of the INR NCDs.
Financial Support Providers	<p>(1) The companies set out in Annex A hereto, and</p> <p>(2) Any subsidiary of Greenko Energy Holdings, designated as an additional financial support provider, provided that such entity need not enter into a financial support agreement if it would be prohibited by any contract or agreement or any applicable law, rule regulation or order.</p> <p>but excluding the Issuer.</p>
Issue Date	The date on which the INR NCDs are issued.
Maturity Date	10 years from Issue Date.
Business Day	Any day other than a Saturday, Sunday or a public holiday on which banks are open for business in Mumbai and Hyderabad.
Interest	<p>The INR NCDs will bear interest at a rate of 10.25% per annum, payable semi-annual in arrears on January 15 and July 15 of each year, commencing January 15, 2020 (“Interest Payment Date”).</p> <p>The rate of interest shall be reset by mutual agreement between the Issuer and the INR Bond Trustee (acting on the instructions of the Majority INR Bond Holders) on the date falling one year after the Issue Date and every year thereafter. If no agreement is reached between the Issuer and the INR Bond Trustee prior to the reset date, the existing rate of interest shall continue to be applicable.</p>



Use of Proceeds

The proceeds of the INR NCDs will be used by the Issuer in the following order of priority, subject to and in compliance with applicable law:

- (a) to repay its Existing Project Indebtedness (other than existing shareholder loans) (and any accrued interest, costs, charges, premiums and expenses and other amounts incidental to prepayment or repayment of such Existing Project Indebtedness) within 10 Business Days from the Issue Date;
- (b) to pay transaction expenses related to the INR NCDs;
- (c) to repay loans from Greenko Energy Holdings and/or the direct and/or indirect subsidiaries of Greenko Energy Holdings;
- (d) to make loans and/or advances or distributions to, direct and/or indirect subsidiaries of Greenko Energy Holdings, which in turn will be used to repay existing indebtedness of Greenko Energy Holdings and/or the direct and/or indirect subsidiaries of Greenko Energy Holdings; and
- (e) for operating expenses and working capital requirements.

"Existing Project Indebtedness" means the indebtedness incurred by the Issuer in relation to the establishment and development of or working capital for the project as on the Issue Date, details of which shall be set out in a dedicated Schedule in the INR Bond Trust Deed.

Ranking

The INR NCDs will be:

- (a) unsubordinated obligations of the Issuer;
- (b) rank at least pari passu in right of payment with all unsubordinated indebtedness of the Issuer (subject to any priority rights of such unsubordinated indebtedness pursuant to applicable law); and
- (c) secured by first priority charge on the Collateral.

Collateral

The obligations of the Issuer under the INR NCDs will be secured by a first priority mortgage/charge on all immovable properties (other than any forest land or land in respect of which a right to use (and not leasehold rights) have been provided) and movable properties of the Issuer (other than accounts receivables, current assets and any related escrow/current accounts), as permissible under applicable



law. For the avoidance of doubt, no security (by way of pledge or otherwise) will be created over the securities of the Issuer, or over the securities held by the Issuer in any other entity.

The security for the benefit of the INR Bond Holders will be created by the Issuer for the exclusive benefit of the INR Bond Holders within a period of 3 months from the Issue Date. The Issuer is permitted to create an exclusive charge over its accounts receivables, current assets and any related escrow/current accounts into which such accounts receivables shall be deposited in favour of its or its group companies working capital lenders.

The Issuer undertakes that the following shall be excluded from the definition of accounts receivables for the purposes of securing the working capital facilities, and shall not be deposited into any escrow/current account that is exclusively secured in favour of the working capital lenders:

- (i) proceeds of issuance of the INR NCDs and any other additional INR denominated external commercial borrowings/ non-convertible debentures to be issued to the person/entity that is the INR Bond Holder on the Issue Date or its successors;
- (ii) proceeds of any Financial Support received by it; and
- (iii) proceeds of any permitted shareholder loans or investments.

Financial Support

The Issuer shall ensure that each of the Financial Support Providers (other than the Financial Support Provider listed in item (2) of the definition of Financial Support Providers) shall enter into an agreement with the INR Bond Trustee on or before the Issue Date ("**Financial Support Agreement**"). Under the terms of the Financial Support Agreement:

- (a) at any time prior to the occurrence of a Financial Support Trigger Event, the Issuer shall; and
- (b) at any time after the occurrence of a Financial Support Trigger Event, the INR Bond Trustee shall have the right to notify the Financial Support Providers and, the Financial Support Providers shall be under an unconditional and irrevocable obligation to, jointly and severally, provide funds to the Issuer to meet its obligations under the INR NCDs.

The Financial Support Provider listed in item (2) of the definition of Financial Support Providers, shall execute a Financial Support Agreement on the date on which it qualifies



as a Financial Support Provider.

Such funds (the **"Financial Support"**) shall be provided by subscribing to equity/quasi-equity/subordinated debt instruments issued by the Issuer or by way of inter-corporate deposits or loans.

The obligations of the Financial Support Providers under the Financial Support Agreement shall be for the benefit of the Issuer, the INR Bond Trustee and INR Bond Holders (including, for the avoidance of doubt, their successors and permitted assigns).

Each Financial Support Provider and the Issuer shall ensure that it remains eligible under applicable law and shall obtain all necessary corporate actions and authorisations in order to provide and receive the Financial Support within the time periods set out below.

Each of the Financial Support Providers shall indemnify the Issuer and the INR Bond Trustee for any failure to comply with its obligations under the Financial Support Agreement.

The Financial Support Providers shall acknowledge that the undertaking to provide Financial Support constitutes the legal, valid and binding obligations of each Financial Support Provider and the Issuer, enforceable in accordance with its terms irrespective of any:

- (a) change in the constitution, shareholding or otherwise of the Issuer or the Financial Support Providers;
- (b) merger of the Issuer or the Financial Support Providers with any other corporate entity;
- (c) any bankruptcy, insolvency or restructuring of the Issuer or the Financial Support Providers;
- (d) amendments, waivers or extensions made or given under the Transaction Documents; or
- (e) any other similar event.

The Financial Support Agreement shall also contain customary representations and shall provide for liquidated damages payable by the Financial Support Providers in respect of any failure by them to perform their obligations.

"Financial Support Trigger Event" means:

- (i) default in the payment of principal of (or premium, if any, on) the INR NCDs by the Issuer when the same



becomes due and payable at maturity, upon acceleration, redemption or otherwise. In such a case, on the due date for payment, the INR Bond Trustee shall be entitled to make a call on each Financial Support Provider to provide Financial Support and Financial Support shall be provided to the Issuer within 1 day of demand such that the Issuer receives cash in an amount equal to all amounts due and payable under the INR NCDs; or

- (ii) default in the payment of interest on any INR NCDs by the Issuer when it becomes due and the continuance of any such failure for 27 days. In such a case each, on the 28th day the INR Bond Trustee shall be entitled to make a call on each Financial Support Provider to provide Financial Support and Financial Support shall be provided to the Issuer within 2 days of demand such that the Issuer receives cash in an amount equal to the aggregate amount of interest due and payable under the INR NCDs.

**Right of Early
Redemption at the option
of the INR Bond Holder**

Each INR Bond Holder shall have the right at all times, subject to receipt of all required regulatory approvals, to require the Issuer to redeem all or some of the INR NCDs held by it at 100% of the par value (together with accrued but unpaid interest and such redemption premium (if any) as may be agreed between the Issuer and the INR Bond Holders but not exceeding 5% of value of the INR NCDs being redeemed) by delivering 5 Business Days' prior notice in writing to the Issuer.

**Right of Early
Redemption at the option
of the Issuer**

The Issuer shall have the right to redeem the INR NCDs at all times, subject to receipt of all required regulatory approvals, after delivering at least 5 Business Days' prior notice in writing to the INR Bond Trustee. All such redeemed NCDs will be redeemed at 100% of the par value (together with accrued but unpaid interest and such redemption premium (if any) as may be agreed between the Issuer and the INR Bond Holders but not exceeding 5% of value of the INR NCDs being redeemed).

**Mandatory Redemption
Events**

(a) *Illegality*

If, at any time, it becomes unlawful or contrary to any law or regulation for the INR Bond Holder to fund, lend or maintain its investment in the INR NCDs, the INR Bond Holder may by at least 5 Business Days' prior notice in writing to the Issuer require the Issuer to redeem all the INR NCDs held by or owed to such INR Bond Holder at 100% of the par value (together



with accrued but unpaid interest).

(b) *Change in Control*

If at any time the Issuer ceases to be a Subsidiary of Greenko Energy Holdings, the INR Bond Holder may by at least 10 Business Days' prior notice in writing to the Issuer require the Issuer to redeem all the INR NCDs held by such INR Bond Holder at 101% of the par value (together with accrued but unpaid interest).

"Subsidiary" means, with respect to any specified Person:

- (1) any corporation, association or other business entity of which, on a fully diluted basis, more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof);
- (2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof); or
- (3) any corporation, association or other business entity which is consolidated in the financial statements of such Person in accordance with GAAP.

Events of Default

The following shall constitute events of default:

- (1) default in the payment of principal of (or premium, if any, on) the INR NCDs when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise;
- (2) default in the payment of interest on any INR NCDs when it becomes due and the continuance of any such failure for 30 days;
- (3) any indebtedness of Greenko Energy Holdings (on a standalone basis) in excess of USD 100,000,000 is declared to be or otherwise becomes due and payable



prior to its specified maturity as a result of any actual default, event of default, or any similar event (however described);

- (4) default in compliance with its obligations to undertake a Mandatory Redemption upon occurrence of a Mandatory Redemption Event;
- (5) defaults under the Transaction Documents (other than a default specified in clause (1), (2) or (3) above) and continuance for 60 consecutive days after written notice is given;
- (6) passage of 60 consecutive days following entry of the final judgment or order against the Issuer that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged to exceed USD 10.0 million (or Dollar Equivalent thereof) (exclusive of any amounts for which a solvent (to the Issuer's best knowledge) insurance company has acknowledged liability for);
- (7) an involuntary case or other proceeding commenced against the Issuer seeking the appointment of a receiver, trustee, etc. and remains undismissed and unstayed for 60 consecutive days, or an order for relief is entered under any bankruptcy or other similar law; and
- (8) the Issuer:
 - (a) commences a voluntary case under any bankruptcy or other similar law, or consents to the entry of an order for relief in an involuntary case;
 - (b) consents to the appointment of a receiver, trustee, etc; or
 - (c) effects any general assignment for the benefit of creditors.

Covenants and undertakings

The proceeds of the INR NCDs shall be utilized for the purposes and in the order of priority set out under "Use of Proceeds" above, and any use of the proceeds of the INR NCDs for operating expenses and working capital requirements or any payments in relation to the loans availed from Greenko Energy Holdings and/or its direct and/or indirect subsidiaries or to make loans and/or advances or distributions to direct/indirect subsidiaries of Greenko Energy Holdings shall be made by the Issuer only after the Existing



Project Indebtedness has been repaid in full.

Representations and Warranties

Customary representations and warranties for a transaction of this nature, to include but not limited to:

- (a) Status;
- (b) Binding Obligations;
- (c) Power and Authority;
- (d) Validity and Admissibility in Evidence;
- (e) Non-conflict with Other Obligations;
- (f) Taxes and No Filing or Stamp Taxes;
- (g) No Default;
- (h) Compliance with Applicable Law;
- (i) Pari Passu Ranking; and
- (j) Legal and Beneficial Ownership.

Conditions Precedent

The following conditions precedent will have to be complied with:

- (i) receipt of relevant board and shareholders' approvals by the Issuer and relevant Financial Support Providers;
- (ii) constitutional documents;
- (iii) specimen signatures;
- (iv) borrowing certificate — a certificate (as applicable) confirming that issuance or borrowing of INR NCDs would not cause any borrowing or similar limit binding on the Issuer to be exceeded;
- (v) financial statements;
- (vi) all representations and warranties are true on and as of the date of issuance or borrowing of the INR NCDs, before and after giving effect to such and to the application for the proceeds there from, as though made on and as of such date;
- (vii) no event of default or potential event of default has occurred and is continuing, or will result from the issuance or borrowing of the INR NCDs.



- (ix) legal opinions of external counsel in a form acceptable to the INR Bond Holders.

Transaction Documents

Documentation will include but not be limited to:

- (a) INR Bond Trust Deed;
- (b) INR Bond Trustee Agreement;
- (c) Security Documents; and
- (d) Any other relevant documentation required by the INR Bond Holders.

Governing Law

Indian law.

Jurisdiction

Non exclusive jurisdiction of the courts of Hyderabad.



ANNEX A

FINANCIAL SUPPORT PROVIDERS

1. Axis Wind Farms (MPR Dam) Private Limited
2. Animala Wind Power Private Limited
3. Saipuram Wind Energies Private Limited
4. Skeiron Renewable Energy Kustagi Private Limited
5. Shanay Renewables Limited
6. Orange Jaisalmer Wind Energy Private Limited
7. Orange Mamathkeda Wind Private Limited
8. Orange DND Wind Power Private Limited
9. Orange Maha Wind Energy Private Limited
10. Orange Bercha Wind Power Private Limited
11. Orange Uravakonda Wind Power Private Limited
12. Orange Agar Wind Power Private Limited
13. Jilesh Power Private Limited
14. Vishvarupa Solar Power Private Limited
15. Achintya Solar Power Private Limited
16. Grinibhrit Solar Power Private Limited
17. Suvarchas Solar Power Private Limited

