

WRITTEN RESOLUTIONS

of

LIGHTSOURCE SPV 94 LIMITED

(the "Company")

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COMPANIES HOUSE

Circulation date 14 November 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose the following Written Resolutions as Special Resolutions:

SPECIAL RESOLUTIONS

- 1 THAT any infringement up to and including the Circulation Date by a director of the Company (including any former director) of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including a conflict of interest and duty or conflict of duties) by reason of a director being a director or other officer or trustee or representative of, employed by, a partner or a member of, holding shares or other securities (whether directly or indirectly) in the Company, the ultimate holding company of the Company and any subsidiaries and/or subsidiary undertakings of that holding company, be and is hereby ratified to the fullest extent permitted by law.
- 2 THAT any breach of article 14(1) of the current articles of association of the Company (the "**Articles**") in relation to any decision of the directors which concerned an actual or proposed transaction or arrangement with the Company in which a director (or former director) was interested by reason of being a director or other officer or trustee or representative of, employed by, a partner or a member of, holding shares or other securities (whether directly or indirectly) in the Company, the ultimate holding company of the Company and any subsidiaries and/or subsidiary undertakings of that holding company be and is hereby ratified to the fullest extent permitted by law.
- 3 THAT the Articles be amended by deleting the present article 14 in its entirety and replacing it with the following new article 14:

Conflicts of interest

14.—(1) *Subject to the articles, and provided that he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director notwithstanding his office—*

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and

(c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any parent undertaking or subsidiary undertaking of the company, or any subsidiary undertaking of any parent undertaking of the company, or any body corporate in which any such parent undertaking or subsidiary undertaking is interested

and:

(i) unless the directors decide otherwise shall not, by reason of his office, be accountable to the company for any remuneration or other benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;

(ii) shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company as a result of holding any such office or employment with or being a party to any such transaction or arrangement or otherwise being interested in any such body corporate;

(iii) shall not be required to disclose to the company, or use in performing his duties as a director of the company, any information relating to any such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that office, employment, transaction, arrangement or interest; and

(iv) may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from the receipt or use of information, which will or may relate to that office, employment, transaction, arrangement or interest.

14.—(2) *The directors may authorise (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation), to the fullest extent permitted by law—*

(a) any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and

(b) a director to accept or continue in any office, employment or position in addition to his office as a director of the company (not being an office, employment or position which the director is authorised to hold pursuant to article 14(1)(b) and/or article 14(1)(c)),

and may authorise the manner in which a conflict of interest arising out of such matter, office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises.

14.—(3) *Any authorisation pursuant to article 14(2) is effective only if—*

(a) the matter in question was proposed in writing for consideration at a directors' meeting, in accordance with the articles or in such other manner as the directors may approve;

(b) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and

(c) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

14.—(4) *In relation to any matter, office, employment or position that has been authorised pursuant to article 14(2) (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):*

(a) the director shall not be required to disclose to the company, or use in performing his duties as a director of the company, any information relating to such matter, or such office, employment or position, if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

(b) the director may absent himself from discussions, whether in directors' meetings or otherwise, and exclude himself from the receipt or use of information, which will or may relate to that matter, office, employment or position; and

(c) the director shall not, by reason of his office as a director of the company, be accountable to the company for any remuneration or other benefit which he derives from any such matter, or from any such office, employment or position.

4 THAT the Articles be amended by the insertion of the following wording at the end of article 26 as a new article 26(6):

(6) Notwithstanding anything contained in these articles (whether by way of or in relation to pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise, including, for the avoidance of doubt, any lien referred to in the articles), the directors shall not decline to register

any transfer of shares nor suspend registration thereof:

(a) where such transfer is in favour of a bank or other financial institution or any nominee of a bank or other financial institution and the transfer is as contemplated by, or pursuant to, any mortgage or charge of shares or any call or other share option granted in favour of such bank or financial institution; or

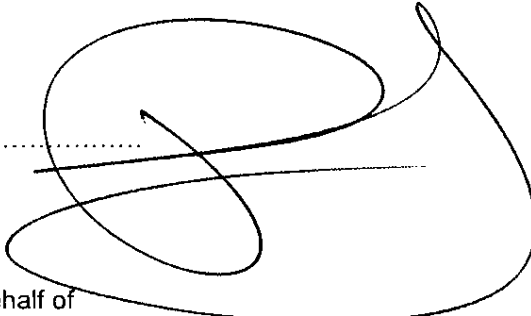
(b) where such transfer is by or on behalf of a bank or financial institution or any nominee of a bank or financial institution in favour of any third party upon disposal or realisation of shares following the bank having become entitled to exercise or enforce its rights under any such mortgage, charge and/or call or other option

and a certificate by any officer of the bank or financial institution that the relevant transfer is within paragraph (a) and (b) above shall be conclusive evidence of that fact.

The amended Articles to be adopted pursuant to these Special Resolutions are annexed hereto at Schedule 1.

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

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being the sole eligible member of the Company who would have been entitled to vote on the resolutions set out above on the Circulation Date stated above hereby irrevocably agree to the resolutions as Special Resolutions.

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Director for and on behalf of
LIGHTSOURCE RENEWABLE ENERGY HOLDINGS LIMITED

Date of Signature: 14 November 2017

NOTES

1. If you agree with the Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the Company's directors at the registered Company address.
2. You may not return the Special Resolutions to the Company by any other method.
3. If you do not agree to the Special Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
4. Once you have indicated your agreement to the Special Resolutions, you may not revoke your agreement.
5. Unless, by the date 28 days from the Circulation Date sufficient agreement has been received for the Special Resolutions to pass, they will lapse. If you agree to the Special Resolutions, please ensure that your agreement reaches us before or on this date.