

TEJAS NETWORKS LIMITED

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RESTRICTED STOCK UNITS PLAN - 2022

[Approved by Board of Directors on April 22, 2022 and amended on October 21, 2022]

1. Purpose

1.1 The purpose of Tejas Networks Limited's Restricted Stock Units Plan – 2022 (“Plan”) is to provide increased financial reward opportunity and align the interests of eligible Employees, including the directors of Tejas Networks Limited and its subsidiaries (together, referred to as the “Company”), with those of the Company's shareholders by providing long-term incentive compensation opportunities tied to the performance of the Company and its equity shares, in order to:

- Attract, retain and motivate talented and critical employees and consultants;
- Encourage Employees (as defined hereinafter) to align individual performance with Company objectives;
- Reward performance with ownership in proportion to their contribution; and
- Align Employee's interest with those of the organization.

1.2 This Plan will be based upon the award of certain Restricted Stock Units or “RSUs” (as defined hereinafter), which shall entitle the Participant to receive a specified number of equity shares, that Vest on a date determined in accordance with the provisions of this Plan, as per the terms and conditions stipulated herein. The settlement of such Restricted Stock Units granted to the Participants shall be made either by way of cash payment or by issue of Shares.

2. Definitions

2.1 For purposes of the Plan, the following terms are defined below:

“Act” means the Companies Act, 2013, the rules made thereunder and any amendments thereof.

“Administrator” means the Board or if nominated, the Nominations and Remuneration Committee that administers the Plan either through itself or through a trust that is set up for this purpose, in accordance with Section 4 of the Plan.

“Applicable Laws” means the legal requirements applicable to an Award or the Plan, including, without limitation, the Act, the SEBI Regulations, the Insider Trading Regulations and all relevant tax, securities, exchange control or corporate laws, rules and regulations of India and the regulations of any stock exchanges on which the Shares underlying such Award are listed, as such laws, rules, regulations and requirements shall be in place from time to time.

“Associate company” shall have the same meaning as defined under section 2(6) of the Companies Act, 2013 (18 of 2013).

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“Award” means, individually or collectively, an award of Restricted Stock Units granted to the Participant under this Plan.

“Award Agreement” means a written or electronic agreement entered into between the Company and a Participant, which will specify, *inter alia*, the terms and conditions for the award of the Restricted Stock Units under the Plan, the number of Restricted Stock Units, and other details thereof, applicable to the Award.

“Board” means the duly constituted Board of Directors of the Company in accordance with the Articles of Association of the Company for the time being in force and subject to the applicable provisions of the Companies Act 2013, and as may be constituted / reconstituted in such manner from time to time.

“Beneficiary” means any beneficiary or beneficiaries nominated, from time to time, by each Employee under the RSU Plan to whom any benefit under the RSU Plan is to be delivered in case of his or her death before he or she receives all of such benefit.

“Closing Date” means the last date on which the Grantee can accept & communicate to the Company the acceptance of the Units Granted to the Grantee.

“Closing Market Price” means the latest available closing price on a recognised stock exchange on which the Shares of the Company are listed on the date immediately prior to the relevant date, as determined in accordance with the SEBI Regulations.

“Company” means Tejas Networks Limited and where applicable it shall include its subsidiaries.

“Control” means: (i) the ownership of more than 50% or more of the equity shares or other voting securities of the Company; or (ii) the possession of the power to direct the management and policies of the Company; or (iii) the power to appoint a majority of the directors, or representatives to the governing body by virtue of ownership of voting securities or management or contract or in any other manner, whether (a) formal or informal; or (b) directly or indirectly, including through one or more persons.

“Disability” means any disability of whatsoever nature, be it by reason of any medically determinable physical, mental or otherwise, which results in the inability of or prevents or handicaps the Participant to perform any specific job, work or task, which such Participant was capable of performing immediately before such disablement.

“Employee”, except in relation to issue of sweat equity shares, means, -

(i) an employee as designated by the company, who is exclusively working in India or outside India; or

(ii) a director of the company, whether a whole time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or

(iii) an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include—

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(a) an employee who is a promoter or a person belonging to the promoter group; or

(b) a director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company.

Exercise Date means the date on which the Employee Exercises his Vested RSU and in case of partial Exercise, shall mean each date on which the Employee Exercises part of his Vested RSU.

Exercise Price means, the price payable by the Participant to exercise an Award granted under the Plan as may be decided by the Administrator from time to time, including any revisions that are permitted under the SEBI Regulations.

Exercise Period means the time period after Vesting within which the Participant can exercise his right to apply for the issue of Shares or receive the equivalent monetary value of such Share in lieu of the Shares underlying a Restricted Stock Unit against the Award Vested in him or her pursuant to the Plan.

Grant means issue of Option to Employees under this ESOP Plan.

Grant Date means the date on which the compensation committee approves the grant. Explanation, —For accounting purposes, the grant date will be determined in accordance with applicable accounting standards.

Insider Trading Regulations means the SEBI (Prohibition of Insider Trading) Regulations, 2015 (any successor thereto) and any insider trading regulations applicable to a Participant in any other jurisdiction, as amended from time to time.

Long Leave shall mean any other leave availed by the employee and approved in accordance with the Company Policy and does not include leave availed due to disability.

Participant means any Employee of the Company or the Company's affiliated entities, associates and subsidiaries, as designated by the Administrator, eligible to participate in this Plan and who is granted Restricted Stock Units under this Plan.

Relevant Date means, - (i) in the case of grant, the date of the meeting of the compensation committee on which the grant is made; or (ii) in the case of exercise, the date on which the notice of exercise is given to the company or to the trust by the employee.

Restricted Stock Units means a Restricted Stock Unit granted pursuant to Section 4 of this Agreement, comprising a right but not an obligation granted to a Participant to apply for and be issued Shares or receive the equivalent monetary value of such Share in lieu of the Shares underlying a Restricted Stock Unit at the Exercise Price, during or within the Exercise Period, subject to the requirements of Vesting.

SEBI means Securities Exchange Board of India or such other statutory authority having power to the Plan from time to time.

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“**SEBI Regulations**” means the SEBI (Share Based Employee Benefit) Regulations, 2014 (and any successor thereto), as amended from time to time, as applicable to Awards granted under this Plan.

“**Securities**” means securities as defined in section 2(h) of the Securities Contracts (Regulation) Act, 1956 (42 of 1956); and shall include American Depository Receipts (ADRs), Global Depository Receipts (GDRs), or other depository receipts representing underlying equity shares or securities convertible into equity shares.

“**Termination Date**” means the date of termination of employment by the Employee with the Company.

“**Unvested Option**” means an RSU, which is not a Vested RSU.

“**Vesting**” means to become exercisable or to otherwise obtain ownership rights in an Award pursuant to Section [7] of this Plan.

“**Vesting Date**” means the date on and from which the RSU Vests with the Employee and thereby becomes Exercisable.

“**Vesting Period**” means the period during which the Vesting of the RSU Granted to the Employee in pursuance of the RSU Plan takes place.

“**Vested RSU**” means an RSU, which has Vested with the Employee and has thereby become Exercisable.

2.2 In this Plan:

- a. words denoting the singular shall include the plural and vice versa, and the same shall be interpreted neutral to gender;
- b. other grammatical forms of defined words or expressions have corresponding meanings;
- c. unless the context otherwise requires references to clauses or annexures are to clauses or annexures of this Agreement;
- d. the article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein;
- e. reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated (from time to time) and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws and guidelines) that are currently in force.

3. Shares Subject to the Plan and Quantum

3.1 Shares subject to the Plan: The Shares, which are subject to Restricted Stock Units, shall be authorised but unissued Shares.

3.2 Quantum: Subject to Section 6.3 (adjustments) of the Plan, the maximum number of Shares which shall be subject to Restricted Stock Units under the Plan is as under:

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Nominal Value per Share	The maximum number of Shares subject to RSU under the plan
INR Rs 10/-	50 lakh shares

Where Shares are issued by the Company consequent to an exercise of an Restricted Stock Unit under the Plan, the maximum number of Shares which are subject to Restricted Stock Units from time to time referred in this section shall stand reduced to the extent of such Shares issued by the Company to eligible employees as per the Plan or as may be permitted by the stock exchanges.

3.3 Share Issuance: Any Shares to be issued under the Plan may be issued by the Company or by a trust established by the Company. Any such trust shall be subject to compliance with SEBI Regulations and all other Applicable Laws.

4. **Administration, Claim and Review Procedure**

4.1 Administration of the Plan: The Plan shall be administered by the Administrator.

4.2 Authority and Discretion of the Administrator:

Subject to the provisions of the Plan, the Administrator will have exclusive power/authority to:

- a) Select the Participants who should be granted Restricted Stock Units;
- b) Determine the number of Restricted Stock Units to be granted to each Participant;
- c) Determine the terms and conditions, including Exercise Period, date of Vesting, etc of the Restricted Stock Units granted under this Plan;
- d) Set all other terms and conditions for the Award;
- e) Construe and interpret the Plan and Award Agreements executed pursuant to the Plan;
- f) Modify or amend each Award, subject to the provisions of the Plan;
- g) Adopt and revise rules and regulations relating to the Plan;
- h) To frame suitable policies and systems to ensure that there is no violation of securities laws, by any Employee or director;
- i) To prescribe, amend and rescind rules and regulations relating to the Plan;
- j) To allow a Participant to defer the settlement of the Restricted Stock Units that would otherwise be due to such Participant under an Award pursuant to such procedures as the Administrator may determine; and
- k) Make any other determinations that it believes necessary or advisable for the administration of the Plan.

4.3 Determinations by the Administrator with respect to all matters relating to the Plan will be final and binding on all Participants and any other holders of Awards.

4.4 Indemnification: No member of the Board or officer of the Company shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan, the Award Agreements, or the Award, and all members of the Board and/or or officer of the Company shall be fully protected and indemnified by the Company with respect to any such action, determination, or interpretation.

5. **Eligibility**

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The persons eligible to participate in the Plan are as follows:



- a) Employees, other than any Employee who is a Promoter or belongs to the Promoter Group; and
- b) Directors or directors of any holding company or Subsidiary, other than (i) any Independent Directors or (ii) Director(s) who either themselves or through a relative or through any body corporate, directly or indirectly, hold more than 10% of the outstanding Shares.
- c) Where such employee is a director nominated by an institution as its representative on the Board of Directors of the company –
 - i. the contract or agreement entered into between the institution nominating its employee as the director of a company and the director so appointed shall, *inter alia*, specify the following: -
 - whether the grants by the company under its scheme(s) can be accepted by the said employee in his capacity as director of the company;
 - that grant if made to the director, shall not be renounced in favour of the nominating institution; and
 - the conditions subject to which fees, commissions, other incentives, etc. can be accepted by the director from the company.
 - ii. the institution nominating its employee as a director of the company shall file a copy of the contract or agreement with the said company, which shall, in turn file the copy with all the recognised stock exchanges on which its shares are listed.
 - iii. the director so appointed shall furnish a copy of the contract or agreement at the first board meeting of the company attended by him after his nomination.

6. Awards of Restricted Stock Units

6.1 Awards:

- a) Restricted Stock Units may be granted to Participants as the Administrator may determine from time to time.
- b) The Administrator may require the Participant to pay an Exercise Price to exercise their right to opt for the Restricted Stock Units offered, in the manner set out in the Award Agreement.
- c) Each Award will be evidenced by an Award Agreement, which shall be communicated to the Participant within thirty (30) days from the Grant Date.

6.2 Restricted Stock Units Available: The Restricted Stock Units shall be awarded under the Plan as determined by the Administrator, subject to adjustment in accordance with Section 6.3. If any Restricted Stock Units awarded under the Plan are forfeited or canceled, such Restricted Stock Units may be re-awarded under the Plan.

6.3 Adjustments: The Administrator shall make or provide for such adjustments to the Restricted Stock Units awarded as it deems appropriate in its sole discretion in the event of changes to the Company's share capital, by a division or consolidation of such share capital including by way of stock dividend or stock bonus, stock splits, or by reason of a recapitalization, merger, purchase of assets, consolidation, exchange, reorganization and the like.

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6.4 Termination: Outstanding unvested Restricted Stock Units shall automatically terminate without any payment if the performance goals or service Vesting requirements established for those Awards are not attained or satisfied as per the terms contained in the Award Agreement.

7. Vesting of Restricted Stock Units

7.1 The Administrator will, in its discretion, set the Vesting criteria which may be based on the Participant's period of service and/or the attainment of specified performance objectives. After the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any Vesting restrictions for such Restricted Stock Units.

7.2 The minimum Vesting Period of a Restricted Stock Unit Award shall not be less than a period of 12 months.

7.3 In addition, the Vesting of the Award will accelerate in full upon the Participant's death or Disability during the period of Service to the extent required under the SEBI Regulations. In the event of death of the Participant, all the Restricted Stock Units granted to him till such date shall Vest in the legal heirs or nominees of the Participant.

8. Exercise of Restricted Stock Units

a. Procedure for Exercise of Restricted Stock Units

An Option Granted hereunder shall be Exercisable according to the terms hereof at such times and under such conditions as determined by the Compensation Committee and set forth in the Stock Option Agreement. The Option shall be deemed to be exercised when the Company receives.

- written or electronic notice or Exercise (in accordance with the ESOP Plan) from the person entitled to Exercise the Option;
- full payment for the Shares with respect to which the Option is Exercised.

b. Exercise of Options by the Employee in the case of cessation of employment

• **Cessation of employment due to reasons of permanent and total disability**

In the event of separation of an Employee from the Company due to reasons of permanent and total disability of the Optionee, all the Options Granted to the Employee as on the date of such permanent and total disability shall Vest in him or her on that date and the Optionee may Exercise his or her Vested Options, immediately on the date of permanent and total disability.

• **Cessation of Employment due to death of the Employee**

In the event of death of an Employee while in employment with the Company, all the Options Granted to the Employee till the date of Optionee's death shall Vest in the Beneficiary nominated by the Optionee and the Vested Options may be Exercised by the Beneficiary immediately.

• **Cessation of Employment due to retirement or superannuation**

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In the event of cessation of employment due to normal retirement, early retirement specifically approved by the Company or superannuation the options granted to an employee would continue to vest in accordance with the respective vesting schedules even after normal retirement, early retirement specifically approved by the Company or superannuation in accordance with the company's policies and the applicable law.

- **Cessation of Employment due to resignation or termination**

In the event of resignation of the Employee (other than by way of retirement as mentioned above) or termination, all Options Granted, which were granted and not yet Vested on the date of submission of resignation, shall expire and stand terminated with effect from that date. However, all Vested Options as on that date, shall be Exercised by the Employee immediately but not later than the last working day of the Employee. Vested Options not Exercised within the aforementioned period, shall lapse upon the expiry of the period specified herein.

- **Cessation of Employment due to abandonment of Service**

In the event of abandonment of service by an Optionee without Company's consent, all Options Granted including those, which are Vested but were not Exercised at the time of abandonment of service, shall stand terminated with immediate effect. The date of abandonment of an Employee shall be decided by the Company at its sole discretion which decision shall be binding on all concerned.

- **Cessation of Employment due to transfer or deputation**

In the event that an employee, who has been granted options is transferred or deputed to an associate company prior to vesting or exercise, the vesting and exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation.

- **Cessation of Employment due to Scheme of arrangement, amalgamation, merger or demerger**

In the event that an employee who has been granted options, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the employee.

9. Form and Timing of Settlement

Settlement of Vested Restricted Stock Units will be made as soon as practicable after the date(s) set forth in the Award Agreement, subject to applicable tax withholding requirements. To the extent permitted by Applicable Laws and at its sole discretion, the Administrator shall decide if the Vested Restricted Stock Units be paid in cash or through issuance of Shares, in accordance with the provisions contained in the Award Agreement. In respect of settlements of Vested Restricted Stock Units for Shares, the Company shall issue the underlying quantum of Shares corresponding to the number of Restricted Stock Units exercised, after adjusting for any amounts payable by the Participant, including Exercise Price, amounts to be withheld with respect to any tax, social security contribution

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of the employer and employee, and any other amounts as set forth in the Award Agreement.

10. Forfeiture of Unvested Restricted Stock Units

Except as otherwise provided in the Award Agreement, upon a Participant's cessation of service other than due to normal retirement or Superannuation or early retirement as specifically approved by the Company the Participant's rights to any unvested Restricted Stock Units will terminate and be cancelled. Vested RSUs lapsed due to non-exercise and/or unvested RSUs that get cancelled due to resignation/ termination of the employees or otherwise, would be available for being re-granted at a future date. The Administrator is authorized to re-grant such lapsed / cancelled RSUs as per the provisions of RSU 2022, within overall ceiling.

11. Determination of Value of Restricted Stock Units Settled by way of Cash

11.1 Value of Restricted Stock Units: In case of Restricted Stock Units that are stipulated to be settled by way of cash payment, the amount payable to the Participant upon Vesting shall be equal to the number of Vested Restricted Stock Units multiplied by the Closing Market Price of a Share as on the date of exercising the Restricted Stock Units after adjusting for its Exercise Price, in accordance with the provisions of the SEBI Regulations.

11.2 Withholding of tax: Prior to the payment of any amounts pursuant to an Award (or exercise thereof), the Company will have the right to deduct or withhold, an amount sufficient to satisfy any applicable taxes as required by the Applicable Laws, with respect to such Award (or exercise thereof). Notwithstanding the amount so withheld, the Participant or beneficiary shall also be liable for any and all other taxes due with respect to amounts paid pursuant to the Plan.

12. Amendment and Termination of the Plan

12.1 Amendment: The Administrator may alter or amend the Plan from time to time without obtaining the approval of any Participant; provided however, that, except as provided in Section 6.3, no amendment to the Plan may alter, impair or reduce the number of Restricted Stock Units granted under the Plan prior to the effective date of such amendment without the written consent of the affected Participant.

12.2 Termination: Subject to the Applicable Laws, the Administrator may terminate the Plan at any time. However, such termination will not impair the rights of any Participant for any Award granted prior to such date of termination, unless agreed to by the Participant.

13. Certificate from Auditors

The Board of Directors shall at each annual general meeting place before the shareholders a certificate from the secretarial auditors of the company that the scheme(s) has been implemented in accordance with these regulations and in accordance with the resolution of the company in the general meeting.

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14. Miscellaneous

- 14.1 In case the company opts for expensing of share based employee benefits using the intrinsic value, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it had used the fair value, shall be disclosed in the Directors' report and the impact of this difference on profits and on earnings per share ("EPS") of the company shall also be disclosed in the Directors' report: Not Applicable
- 14.2 Terms & conditions for buyback, if any, of specified securities covered under these regulations: Not Applicable
- 14.3 period of lock-in: Not Applicable
- 14.4 maximum quantum of benefits to be provided per employee under a scheme(s): Unless approved by the Members, the number of RSUs that may be granted to any specific Eligible Employee under the Plan, in any financial year and in aggregate under the RSU 2022 shall not exceed such number of RSUs representing 1% of the issued share capital of the Company. The Board or the Nomination and Remuneration Committee (referred as Administrator in the scheme) has been empowered to determine the quantum of options to be granted per employee and in aggregate.
- 14.5 Related Agreements: As a condition to the receipt of benefits hereunder, each Participant may be required to execute related agreements, in a form satisfactory to the Administrator, which may include but are not limited to, a non-competition, confidentiality, non-solicitation, non-interference, adherence to code of conduct or non-disclosure agreement with the Company as well as tax indemnification agreements in connection with the awards of the Restricted Stock Units.
- 14.6 Non-transferability: Restricted Stock Units granted under the Plan, and any rights and privileges pertaining thereto, may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution, and will not be subject to execution, attachment or similar process.
- 14.7 No rights as a shareholder: Restricted Stock Units entitle the Participant merely to a right to subscribe to the Shares of the Company or the economic value representing the market price of such Shares Vested payable upon Vesting, pursuant to an Award made under this Plan. The Shares transferred to the Participant in relation to the Restricted Stock Units shall not entitle the Participant to any voting rights, distribution with respect to Restricted Stock Units, or any other rights as a shareholder with respect to the Shares notionally earmarked pursuant to this Plan, till the Shares Vest in favour of such Participant as per the terms stipulated in the Award Agreement. The grant of a Restricted Stock Unit pursuant to the Plan shall not be deemed the grant of a property interest in any assets of the Company, nor shall be construed as giving the Participant the right to be retained or nominated as a director of the Company.

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- 14.8 Changes in Company Capital and Structure: Nothing in this Plan or any Award Agreement shall limit or restrict the authority and power of the Administrator, the Company and its members to make changes to the number or kind of share capital including by reason of a recapitalization, merger, exchange of shares, reorganization and the like, or to consider or reject any proposal or transaction that might result in a change in Control, or to take or refrain from any act or exercise of its or their respective rights under the Applicable Laws.
- 14.9 No Effect on Employment or Service: Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.
- 14.10 No Employment Rights: No Employee has any claim or right to be granted Restricted Stock Units under the Plan. Neither the Plan nor any action taken hereunder may be construed as giving any Employee any right to be retained as the Employee of the Company.
- 14.11 Effect of Plan on Other Compensation Programs: The establishment of this Plan shall not affect any other compensation or incentive plan or program in effect for the Company nor shall this Plan be construed to limit the right of the Company to establish any other forms of incentives or compensation for any Employees of the Company.
- 14.12 Unfunded Status; Subordination: The Plan will at all times be entirely unfunded and no provision will at any time be made with respect to segregating assets of the Company for payment of any benefits hereunder. No Participant or other person will have any interest in any particular assets of the Company by reason of the right to Restricted Stock Units under the Plan and any such Participant or other person will have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.
- 14.13 Successors: This Plan shall be binding upon, and shall inure to the benefit of the Company and its successors and assigns, and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.
- 14.14 Severability. If any of the provisions of this Plan shall become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be automatically amended and replaced without the necessity of further action by the Company hereto by such form, substance, time, matter and jurisdiction as shall be valid, effective and enforceable and as shall accomplish as far as possible the purpose and intent of the invalid, ineffective or unenforceable provision.
- 14.15 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the India, and the courts in Bangalore shall have exclusive jurisdiction regarding any matter arising out of or related to this Plan.

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14.16 Effective Date and Term of Plan. This Plan became effective on the date of its adoption by the Board on April 22, 2022, pursuant to the approval of the Company's shareholders obtained at the annual general meeting held on July 26, 2022. The Plan will continue in effect from the date of such initial adoption, unless terminated under Section 11.2 of the Plan.

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Dated:

Tejas Networks Limited



By:

Its: