

Multiconsult Trustees Ltd
C/o Cim Trustees (Mauritius) Ltd
5th Floor, Les Cascades Building
Edith Cavell Street
Port-Louis
Mauritius

Minimax Ltd
C/o Cim Trustees (Mauritius) Ltd
5th Floor, Les Cascades Building
Edith Cavell Street
Port-Louis
Mauritius

S.G. Kleinwort Hambros Trust Company (UK) Limited
5th Floor
8 St. James's Square
London
SW1Y 4JU

The Private Infrastructure Development Group
Limited
6 Bevis Marks
London
EC3A 7BA

22 Whitehall
London
SW1A 2EG

Tel: 020 7 023 0155
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Email: j-overton@dfid.gov.uk

4 December 2018

LETTER OF ARRANGEMENT BETWEEN

THE SECRETARY OF STATE FOR INTERNATIONAL DEVELOPMENT OF THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

THE TRUSTEES OF THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP TRUST

AND

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LTD

FOR

SUPPORT FOR THE ACTIVITIES OF THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP TRUST FOR THE PERIOD 1 APRIL 2018 – 31 MARCH 2021

1. The Secretary of State for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development ("DFID") will make available funds to Multiconsult Trustees Ltd, Minimax Ltd and S.G. Kleinwort Hambros Trust Company (UK) Limited acting as trustees for and on behalf of the Private Infrastructure Development Group Trust (the "**PIDG Trust**") for the support of its activities, including but not limited to further support of the activities of The Emerging Africa Infrastructure Fund Ltd ("**EAIF**"), GuarantCo Limited ("**GuarantCo**"), InfraCo Africa Ltd. ("**InfraCo Africa**"), InfraCo Africa Investment Ltd ("**InfraCo Africa Investment**"), InfraCo Asia Development Pte. Ltd. ("**InfraCo Asia**"), InfraCo Asia Investment Pte. Ltd. ("**InfraCo Asia Investment**"), the PIDG Trust's Technical Assistance Facility ("**TAF**") and the general administration costs of the Private Infrastructure Development Group ("**PIDG**"), including the operating costs of The Private Infrastructure Development Group Ltd ("**PIDG Ltd**").
2. For the purposes of this Letter of Arrangement, the PIDG Trust, EAIF, GuarantCo, InfraCo Africa, InfraCo Africa Investment, InfraCo Asia, InfraCo Asia Investment, the TAF and PIDG Ltd will be called the "**PIDG Group**" and EAIF, GuarantCo, InfraCo Africa, InfraCo Africa Investment, InfraCo Asia, InfraCo Asia Investment, PIDG Ltd and any other corporate entity established by the PIDG

Trust or PIDG Ltd in support of the activities of PIDG will each be called a “**PIDG Company**” and together will be called the “**PIDG Companies**”.

3. This Letter of Arrangement records that DFID will make available to the PIDG Trust a grant not exceeding GBP 398,100,000 (three hundred and ninety-eight million one hundred thousand pounds sterling) (the “**Grant**”) in support of PIDG Trust activities as set out in this Letter of Arrangement.
4. The Grant shall be drawn down by the PIDG Trust during the period 01 April 2018 – 31 March 2021 and applied in relation to PIDG activities in accordance with this Letter of Arrangement.
5. The Grant shall be administered and applied by the PIDG Trust for the purposes specified in this Letter of Arrangement. The PIDG Trust shall make every effort to ensure the timely and full use of the Grant.
6. The Grant shall be disbursed by DFID according to the payment schedule attached at Schedule 1. The amount of the Grant to be allocated for disbursement in each year of the disbursement period 01 April 2018 – 31 March 2021 shall be agreed by DFID and PIDG Ltd by 31 December of the preceding year.

6.1 **Cash Disbursements**

PIDG Ltd shall request a disbursement in cash by delivering to DFID the following documents in a form satisfactory to DFID no less than 30 business days before the date proposed for disbursement which, unless agreed in writing between DFID and PIDG Ltd, must be the last business day of a month (the “**Cash Disbursement Date**”):

- a) a disbursement request; and
- b) a letter setting out the need for the disbursement (the “**Needs Letter**”).

Upon receipt of the disbursement request and Needs Letter in a form and substance satisfactory to DFID, DFID will consider whether it is willing to make the relevant disbursement and where DFID decides to make the relevant disbursement, this shall be made on or before the Cash Disbursement Date.

6.2 **Participatory Notes (“P-Note(s)”)**

If DFID agrees to make a disbursement under paragraph 6.1 above and it wishes such disbursement to be invested into a P-Note to be issued by the PIDG Trust to DFID to enable the PIDG Trust to subscribe for shares (or equivalent) in a PIDG Company that DFID expressly advises the PIDG Trust (via PIDG Ltd) it wishes to invest into, DFID shall issue a P-Note Issue Request to the PIDG Trust (via PIDG Ltd) substantially in the format attached at Schedule 2 of this Letter of Arrangement, in return for which the PIDG Trust shall issue a P-Note substantially in the format set out in Schedule 3 of this Letter of Arrangement.

6.3 **Promissory Notes**

The PIDG Trust shall request a disbursement by way of a promissory note(s) substantially in the format set out in Schedule 4 by delivering to DFID (via PIDG Ltd) the following documents in a form satisfactory to DFID no less than 20 business days before the date proposed for issue of the promissory note (the “**Promissory Note Disbursement Date**”):

- a) a “Promissory Note Issue Request” substantially in the format attached at Schedule 5
- b) where applicable, a copy of the relevant pipeline of proposed projects for the following 12-month period;
- c) an assessment of any contingent termination payments to be covered by the promissory note; and
- d) the PIDG Trust’s or relevant PIDG Company’s latest management accounts, audited consolidated financial statements and updated cashflow, as applicable.

The documents required to be submitted to DFID under paragraph 6.1, 6.2 and 6.3 above shall be called the “**Disbursement Documents**”.

If the PIDG Trust does not, for any reason, submit a “Promissory Note Drawdown Request” (as set out at Annex 1 to Schedule 4) to DFID within 5 years of the date of each promissory note, the PIDG Trust, after consultation with PIDG Ltd, may return (via PIDG Ltd) the relevant promissory note to DFID and shall confirm in writing to DFID that the promissory note is cancelled. If the promissory note is not utilised within 5 years of the date of the promissory note but the PIDG Trust does not return (via PIDG Ltd) the promissory note to DFID and confirm that the promissory note is cancelled, the PIDG Trust, after consultation with PIDG Ltd, will confirm in writing to DFID for their information the reasons for retaining the promissory note.

For the avoidance of doubt, the PIDG Trust shall not issue a P-Note referred to under paragraph 6.2 above upon receipt of a promissory note but shall issue a P-Note upon receipt of a disbursement of cash from DFID under an issued promissory note and subject to receipt of a P-Note Issue Request for the corresponding amount of cash from DFID substantially in the format attached at Schedule 2 of this Letter of Arrangement.

7. Upon receipt of the relevant Disbursement Documents in a form and substance satisfactory to DFID, DFID will consider whether or not it is willing to make the relevant disbursement and where DFID decides to make the relevant disbursement, this shall be made on or before the Cash Disbursement Date or the Promissory Note Disbursement Date (as applicable), provided that DFID shall have the sole and absolute right to not respond favourably to any disbursement request. Within 10 business days of any such negative decision, PIDG Ltd shall, if applicable, issue a revised Schedule 1 to DFID and upon DFID’s agreement to the revised Schedule 1, this Letter of Arrangement shall be deemed to have been amended accordingly to include the revised Schedule 1.
8. In addition to any revision to Schedule 1 under paragraph 7 of this Letter of Arrangement, DFID may in its absolute discretion upon 3 months prior written notice to the PIDG Trust and PIDG Ltd:
 - a) reduce the amount of the undisbursed portion of the Grant; and
 - b) change the amounts and/or timing of disbursements of the Grant.
9. Within 10 business days of any such reduction or change under paragraph 8, PIDG Ltd shall issue a revised Schedule 1 to DFID and upon DFID’s agreement to the revised Schedule 1, this Letter of Arrangement shall be deemed to have been amended accordingly to include the revised Schedule 1.
10. Where DFID in its sole discretion pursuant to paragraph 7 decides to respond favourably to a disbursement request then DFID shall make disbursements from the Grant to the PIDG Trust’s bank account referred to below:

ACCOUNT DETAILS:

Account Name: SG Kleinwort Hambros Trust Company (UK) Limited - Trust 1759
Swift Code: HAMB GB2L
IBAN: GB64 HAMB 4048 5802 0141 20
Account Number: 02014120

Payments to be sent through the Correspondence Bank

Correspondence Bank: Société Générale - New York
Swift Code: SOGE US 33
Account Name: SG Kleinwort Hambros Bank Limited
Account Number: 190063

PLEASE NOTE ALL THE DETAILS ABOVE ARE REQUIRED FOR ANY USD PAYMENT AND TO ENSURE THAT THE FUNDS REACH THE PIDG TRUST'S BANK ACCOUNT SUCCESSFULLY.

UNLESS DISBURSEMENT IS REQUESTED IN GBP, DFID WILL CONVERT ANY DISBURSEMENT FROM THE AMENDED GRANT INTO USD ON THE DAY OF DISBURSEMENT AT THE PREVAILING GBP: USD BANK OF ENGLAND EXCHANGE RATE ON THE DAY OF DISBURSEMENT.

11. In the discharge of their functions under this Letter of Arrangement, the PIDG Trust and PIDG Ltd shall use appropriate techniques and standards and perform their functions with all reasonable care, skill and diligence and in accordance with Good Industry Practice ("Good Industry Practice" means standards, practices and procedures conforming to the law and the requirements of any relevant regulatory body and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in carrying out functions the same as or similar to the functions which the PIDG Trust and PIDG Ltd shall carry out under this Letter of Arrangement).
12. The PIDG Trust will, in accordance with the provisions of the Second Amended and Restated Declaration of Trust for the PIDG Trust dated 4 September 2018 (the "**Declaration of Trust**"), maintain separate records and ledger accounts in respect of the Grant and disbursement thereof.
13. PIDG Ltd will use its best endeavours to prepare or arrange to be prepared and submit to DFID:
 - a) within 60 days of each of 31 March, 30 June, 30 September and 31 December (each a "**Quarter**") aggregated management accounts for the PIDG Group prepared using IFRS (or equivalent) for the relevant Quarter together with a commentary from PIDG Ltd on the performance of the PIDG Group;
 - b) within 90 days after the end of each PIDG Company's financial year, a copy of the audited financial statements for such financial year prepared in accordance with IFRS (or equivalent) together with an audit report thereon signed by the PIDG Company's auditors and a management letter signed on behalf of the PIDG Company which shall contain a summary of the findings from the audit process; and
 - c) within 180 days after the end of the financial year of the PIDG Trust the audited financial statements of the PIDG Trust, which shall include an updated valuation of the PIDG Companies.
14. DFID acknowledges that (i) the PIDG Trust has very limited independent investment discretion in relation to its activities and (ii) consequently, the functions of the trustees of the PIDG Trust in relation to the PIDG Trust are essentially of an administrative nature.
15. DFID further acknowledges that:
 - a) the liability of the trustees of the PIDG Trust to make any payment under or pursuant to this Letter of Arrangement (including, for the avoidance of doubt, under paragraphs 18 and 20 or to meet any claim) is not a general or personal obligation but is limited by reference to the assets of the PIDG Trust under its/their control which are available to make the payments concerned (having regard, among other things, to the rights of the other members of the PIDG (each a "**PIDG Member**" and together the "**PIDG Members**") (save where such liability arises as a result of the fraud, recklessness, wilful misconduct or negligence of one or more of the trustees of the PIDG Trust in which case the trustee or trustees of the PIDG Trust that have acted in such a way shall be personally liable); and
 - b) subject to the Mauritian Trust Act 2001, which is the applicable law governing the PIDG Trust, the personal liability of each trustee of the PIDG Trust under this Letter of

Arrangement is limited to any liability arising as a consequence of a breach of trust arising from its own recklessness, negligence, wilful misconduct or fraud.

16. Where any provision of this Letter of Arrangement requires the PIDG Trust or PIDG Ltd to use their best endeavours or reasonable endeavours (or any similar formulation) to obtain information, documentation or cooperation from any third party then where in the PIDG Trust's or PIDG Ltd.'s opinion (as applicable) this involves using the financial resources of the PIDG Trust or PIDG Ltd (as applicable) in order to fulfil such a requirement, the PIDG Trust or PIDG Ltd (as applicable) shall obtain the prior written consent of DFID in order to expend any such financial resources and DFID shall either provide such financial resources to the PIDG Trust or PIDG Ltd (as applicable) or reimburse the PIDG Trust or PIDG Ltd (as applicable) for such financial resources expended as the case may be (but if such consent by DFID is refused the PIDG Trust or PIDG Ltd (as applicable) shall not be obliged to use their financial resources for such purpose). In order for DFID to provide such financial resources or reimburse the same to the PIDG Trust or PIDG Ltd, the PIDG Trust or PIDG Ltd (as applicable) shall submit to DFID and to the reasonable satisfaction of DFID, evidence of the expenditure or the need for the expenditure of such financial resources.
17. Nothing in this Agreement shall require the PIDG Trust or PIDG Ltd to initiate any legal, enforcement, default or other proceedings of any nature against any other person, unless they have first been indemnified by DFID to their satisfaction in respect of such steps.
18. Any proceeds (which shall include dividends, interest and other monies received by the PIDG Trust in respect of a PIDG Company and all other proceeds received in respect of a PIDG Company (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) and any monies received by the PIDG Trust from or in connection with any sale, expropriation, requisition or seizure, or similar action, with respect to a PIDG Company) received from a PIDG Company by the PIDG Trust arising from the activities funded by the Grant shall be applied as follows:
 - (i) *first*, to be paid pro rata and pari passu to each PIDG Member that has funded the activities from which the proceeds are derived (at the option of each such PIDG Member) in repayment of the amount of each such PIDG Member's contribution to the PIDG Trust for such activities plus such amount of any surplus proceeds pro rata to the amount of each such PIDG Member's aggregate contribution to the PIDG Trust for such activities. For the avoidance of doubt the distribution of proceeds to any PIDG Member who holds a participatory note issued by the PIDG Trust may constitute a redemption in whole or in part of the participatory note;
 - (ii) *second*, to the extent that any PIDG Member has elected not to be repaid from the relevant proceeds under (i) above to be recycled in the PIDG Trust; and
 - (iii) *third*, to the extent that any proceeds referred to in (ii) above have not been recommitted by the Trustees (in accordance with the provisions of the Declaration of Trust) to the activities of the PIDG Trust within 2 years from the date on which they were received by the PIDG Trust to be paid pro rata and pari passu to each relevant PIDG Member (or as such PIDG Member shall otherwise direct) in repayment of the amount of each such PIDG Member's contribution to such activities to the extent not already repaid.
19. DFID's internal and external auditors may also require (acting reasonably) information in connection with a PIDG Company or the PIDG Group in order to verify compliance with this Letter of Arrangement and either the PIDG Trust or PIDG Ltd (as applicable) shall provide them promptly with copies of any such documentation and computer records relating to the PIDG Company or the PIDG Group as the PIDG Trust or PIDG Ltd (as applicable) may hold so as to enable a full audit. The PIDG Trust and PIDG Ltd acknowledge that the results of the audit may be published, except that the PIDG Trust or PIDG Ltd (as applicable) will require the recipient of any confidential information to undertake to keep that information confidential, except where disclosure is required by law, including the requirements of the Freedom of Information Act 2000, or any similar legislation. The PIDG Trust and PIDG Ltd will require the PIDG Company to agree in the relevant funders' agreement (or equivalent) or any relevant subscription agreement (or equivalent) to provide such

documentation and computer records as it may hold, on the understanding that the PIDG Company will require the recipient of any confidential information to undertake to keep that information confidential, except as disclosure is required by law, including the requirements of the Freedom of Information Act 2000 or any similar legislation.

20. If the PIDG Trust or PIDG Ltd have misused disbursed funds in any way, DFID may request repayment of the disbursed amount, wholly or in part, from the PIDG Trust or PIDG Ltd (as applicable) and the PIDG Trust or PIDG Ltd (as applicable) shall comply with such request within 30 days. The PIDG Trust and PIDG Ltd must inform DFID if they suspect any misuse of funds by a PIDG Company or in relation to any of their projects, and DFID may withhold any disbursement if any misuse of funds by the PIDG Trust, PIDG Ltd or a PIDG Company or any of their projects is suspected. If there is any misuse of the funds in any way by a PIDG Company, DFID may request repayment of the disbursed amount, wholly or in part, from the PIDG Trust and the PIDG Trust shall use its best endeavours to comply with such request within 30 days.
21. DFID acknowledges and agrees that the terms of paragraphs 14, 15, 16, 17 above shall override any other term of this Letter of Arrangement that may be inconsistent with them and that the protections in them are additional to and shall not detract from any other exemptions and protections that may be available to the trustees in or pursuant to any document or to applicable law.
22. The arrangement set out in this Letter of Arrangement shall terminate:
 - (i) on 31 March 2021 unless such termination date is extended in writing by DFID; or
 - (ii) on termination of the PIDG Trust in accordance with the provisions of the Declaration of Trust; or
 - (iii) on DFID giving three months' prior notice in writing to the Trustees of the PIDG Trust and PIDG Ltd.

On termination of this Letter of Arrangement in accordance with this paragraph 22, any disbursement from the Grant that has not been applied for the purpose set out in this Letter of Arrangement will, at DFID's request, be returned to DFID.

For the avoidance of doubt, a promissory note issued by DFID to PIDG Trust or any P-Note issued by the PIDG Trust to DFID shall survive the termination of this Letter of Arrangement if (in relation to a promissory note issued by DFID) the full amount of funds promised under the promissory note have not been drawn down by the PIDG Trust (subject to paragraph 6) or (in relation to a P-Note issued by the PIDG Trust) the P-Note has not been redeemed by the PIDG Trust.

23. DFID will not be responsible for the activities of any person or third party engaged by the PIDG Trust as a result of this Letter of Arrangement, nor will DFID be liable for any costs incurred by the PIDG Trust in terminating the engagement of any such person.
24. This Letter of Arrangement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter of Arrangement.
25. This Letter of Arrangement shall be governed by the laws of England and Wales.
26. The PIDG Trust hereby irrevocably waives any claim it may now or hereafter have that any proceeding has been brought in an inconvenient forum or claim immunity due to sovereignty or otherwise.


27. As regards dispute resolution:

- (i) If any dispute, claim, controversy or disagreement of whatever nature arises out of or in connection with this Letter of Arrangement, including any question regarding its existence, validity, termination or enforceability (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one Party gives any other Party notice that a material Dispute has arisen and the Parties are unable to resolve such Dispute within 30 days of service of such notice, then such Dispute shall be referred to the respective chairmen or chief executives or equivalents of the Parties in dispute. No Party shall resort to arbitration against any other Party under this Letter of Arrangement until at least 30 days after such referral. This shall not affect a Party's right, where appropriate, to seek interim relief.
- (ii) All Disputes which are unresolved by the chairmen or chief executives or equivalents pursuant to (i) above shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated herein.
- (iii) Arbitration under the LCIA Rules shall consist of one arbitrator who shall be either a barrister or a solicitor admitted to practice in England and Wales for at least 15 years. The parties to an arbitration under this Amended and Restated Letter of Arrangement shall attempt to agree the arbitrator within 20 days of the commencement of the arbitration. Failing such agreement, the sole arbitrator shall be appointed at the request of either party by the LCIA Court. The seat of the arbitration shall always be, and all arbitration proceedings shall be in London, England (though if the parties to an arbitration agree, any arbitration proceeding may be held in such other venue as may be mutually convenient). The language of the arbitration shall be English.
- (iv) None of the Parties shall make an application pursuant to Sections 45 or 69 of the Arbitration Act 1996. The decision of the arbitrator shall be final and binding and non-appealable.
- (v) The arbitrator shall have power after the commencement of an arbitration to allow, only on the application of a party to that arbitration, another Party to this Letter of Arrangement to be joined in the arbitration as a party, and thereafter to make a single final award, or separate awards, in respect of all parties so implicated in the arbitration.

28. All Parties irrevocably submit to the non-exclusive jurisdiction of the courts of England to support and assist the arbitration process pursuant to paragraph 27 above including, if necessary, the grant of interlocutory relief pending the outcome of that process.

29. This Letter of Arrangement is made on this ⁴~~14~~ day of ^{December}~~October~~ 2018 in the English language and in four originals of which the Trustees of the PIDG Trust have taken two, PIDG Ltd has taken one and DFID has taken one.

Executed and delivered as a deed by affixing the common seal of the Secretary of State for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland,



Authenticated by



in the presence of:

Witness' Signature:

Name:

Occupation:

Address:



JOHN OVERTON
CIVIL SERVANT
13 BEECHWORTH ROAD
HAWANT
PO9 1AX

Executed and delivered as a deed by the Trustees, representing The Private Infrastructure Development Group Trust by

SG Kleinwort Hambros Trust Company (UK) Ltd

By: Beare Walden Trust Officer

Date: 29/11/18

in the presence of:

Witness' Signature: _____

Name: BEAREY WALDEN

Occupation: TRUST OFFICER

Address: KLEINWORT HAMBROS TRUST COMPANY (UK) Ltd, 8 ST JAMES'S SQUARE
London SW1Y 4JU

Minimax Ltd

By:

Date:

in the presence of:

Witness' Signature: _____

Name:

Occupation:

Address:

Multiconsult Trustees Ltd

By:

Date:

in the presence of:

Witness' Signature: _____

Name:

Occupation:

Address:

Executed and delivered as a deed by the Trustees, representing The Private Infrastructure Development Group Trust by

SG Kleinwort Hambros Trust Company (UK) Ltd

By:

Date:

in the presence of:

Witness' Signature: _____

Name:

Occupation:

Address:

Minimax Ltd

By:

Date: 4/12/18

in the presence of:

Witness' Signature: _____

Name: Akshay Chamilall

Occupation: Associate Principal

Address: 33 Edith Cavell Street, Port Louis 11324, Mauritius

Multiconsult Trustees Ltd

By:

Date: 4/12/18

in the presence of:

Witness' Signature: _____

Name: Akshay Chamilall

Occupation: Associate Principal

Address: 33 Edith Cavell Street, Port Louis 11324, Mauritius

The Private Infrastructure Development Group Ltd

By: 
Date: 4th December 2018

in the presence of:

Witness' Signature: 

Name: DIANE HARRIS

Occupation: LAWYER / COMPANY SECRETARY

Address: 5 MEADOW CLOSE
SUTTON
SURREY
SM1 3LP

Schedule 1
Payment Schedule

GB£

	DFID Internal Categorisation of Funding	Total Committed 01/04/18 to 31/03/21
EAIF	<i>Non-fiscal CDEL</i>	26,900,00
GuarantCo	<i>Callable Capital</i>	90,000,00
InfraCo Asia Investments and InfraCo Africa Investment	<i>Non-fiscal CDEL</i>	80,800,00
InfraCo Asia Development	<i>Fiscal CDEL</i>	31,700,00
InfraCo Africa	<i>Fiscal CDEL</i>	60,400,00
InfraCo Asia (Myanmar Programme)	<i>Fiscal CDEL</i>	12,900,00
TAF (Window 1)	<i>RDEL</i>	42,100,00
TAF (VGF Window)	<i>Fiscal CDEL</i>	41,300,00
General Administration	<i>RDEL</i>	12,000,00
TOTAL CALLABLE CAPITAL		90,000,00
TOTAL FISCAL CDEL		146,300,00
TOTAL NON-FISCAL CDEL		107,700,00
TOTAL RDEL		54,100,00
TOTAL		308,100,00
CONTINGENT LIABILITY		90,000,00

Schedule 2

Format of P-Note Issue Request

To: The PIDG Trust
C/O SG Kleinwort Hambros Trust Company (UK) Ltd
5th Floor
8 St. James's Square
London
SW1Y 4JR

Date:

Dear Sirs,

P-Note Issue Request

Letter of Arrangement dated [x] October 2018 (as amended from time to time) between DFID, PIDG Ltd and the PIDG Trust for support for the activities of the PIDG (the "Letter of Arrangement")

Pursuant to paragraph 6.2 of the Letter of Arrangement between the PIDG Trust, PIDG Ltd and DFID, we hereby request the issue of a P-Note by [insert date of issue] for the following Subscription Amount [insert amount] (the "**Subscription Amount**"), being the amount that DFID has agreed in writing to disburse to support the activities of [insert name of PIDG Company].

The Subscription Amount will be paid by DFID to the PIDG Trust on the date specified as the Donor Disbursement Date in the Disbursement Request to be issued by PIDG Ltd as per the terms of the [insert name of PIDG Company] [Amended and Restated] Funders' Agreement (the "**Subscription Payment Date**").

Yours faithfully,

Government of the United Kingdom of Great Britain and Northern Ireland

Dated: _____ By: _____

Director, Value for Money Department
Department for International Development

Schedule 3

Format of P-Note

PARTICIPATORY NOTE

[PIDG Trust/Name of PIDG Company]

[PIDG Trust Reference]

[Amount and Currency]

1. In consideration of the payment of the Subscription Amount on [insert date] (the "**Subscription Payment Date**"), the trustees of the Private Infrastructure Development Group ("**PIDG**") Trust (the "**Trustees**"), under the arrangement between the Secretary of State for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland ("**DFID**"), PIDG Ltd and the Trustees for support for the activities of the PIDG Trust dated [x] October 2018 as amended from time to time (the "**Letter of Arrangement**"), in their capacity as Trustees of the PIDG Trust hereby issue to DFID a Participatory Note (the "**P-Note**") for [insert amount] as stated in the P-Note Issue Request dated [insert] (the "**Subscription Amount**").
2. The Subscription Amount will be used by the PIDG Trust to subscribe for [type of shares (or equivalent) shares (the "**Shares**") in [] ("[name of PIDG Company]"), a company incorporated in [...] with registration number [...] by the PIDG Trust (the "**Investment**").
3. Upon being issued with a notice to redeem the P-Note by DFID (the "**Redemption Notice**") in accordance with the provisions of the [full name of funders' agreement] dated [insert] (the "**Funders' Agreement**") between, inter alia, [name of PIDG Company] and its shareholders, on or after the expiry of the Term (as defined in the Funders' Agreement) (the "**Maturity Date**"), the PIDG Trust shall pay an amount to DFID (the "**Redemption Amount**").
4. The Redemption Amount shall be the actual net amount received by the PIDG Trust upon the disposal of the Shares or upon the winding up of [insert name of PIDG Company] less any taxes and expenses incurred by PIDG Trust in connection with the disposal of the Shares and any mandatory payment to be made in terms of the [Insolvency Act 2009 of Mauritius]. DFID and the Trustees agree that the Redemption Amount shall not at any time be greater than the value of DFID's overall investment in the relevant PIDG Company, calculated in accordance with fair value accounting procedures consistent with IFRS accounting standards as at the Maturity Date, and that the P-Note may only be repaid with the pro-rata share of any Proceeds (as defined in the relevant Funders' Agreement) payable to DFID by the PIDG Trust in accordance with the relevant Funders' Agreement ("**DFID Proceeds**"). Neither the Trustees nor the PIDG Trust shall be obliged to use any other funds to pay the Redemption Amount and it is acknowledged that the PIDG Trust shall only be required to pay the Redemption Amount to the extent it holds sufficient DFID Proceeds.
5. If and whenever prior to the Maturity Date, the PIDG Trust receives any Proceeds (as defined in the Funders' Agreement) in respect of the Investment, the PIDG Trust shall pay a corresponding amount to DFID in accordance with the terms and conditions of the Funders' Agreement.
6. The P-Note will not carry any interest other than the Proceeds.
7. The P-Note is transferable at any time by DFID to any organisation that in DFID's reasonable opinion does not have objectives that conflict with DFID's objectives by delivering a written request for transfer to PIDG Trust together with this P-Note and such information on the proposed transfer of the P-Note as PIDG Trust may require.
8. The PIDG Trust agrees not to transfer, sell, charge, or otherwise dispose of the Investment without the consent of DFID.

9. The P-Note is executed and delivered pursuant to the provisions of the Letter of Arrangement and the Funders' Agreement.
10. This note shall be governed by and construed in accordance with and governed by the laws of Mauritius.
11. THIS NOTE IS LINKED TO THE PERFORMANCE OF THE SHARES SPECIFICALLY CHOSEN BY DFID. A NUMBER OF EVENTS MAY OCCUR IN RESPECT OF THE PIDG COMPANY AND/OR THE SHARES AND/OR THE EXCHANGE INCLUDING WITHOUT LIMITATION, THE INSOLVENCY OF THE PIDG COMPANY, NATIONALISATION, DELISTING, MERGER EVENT, A MARKET DISRUPTION EVENT, A CONVERTIBILITY EVENT, A CHANGE IN LAW, A CHANGE IN TAX LAW. BY PURCHASING THIS NOTE DFID CONFIRMS THAT DFID IS WILLING TO ASSUME THESE AND ALL OTHER RISKS ASSOCIATED WITH INVESTING IN THIS NOTE. DFID'S ATTENTION IS DRAWN TO THE FACT THAT DFID COULD LOSE THE ENTIRE PROCEEDS OF DFID'S INVESTMENT.
12. THIS NOTE IS A SYNTHETIC INVESTMENT AND DOES NOT PROVIDE DFID WITH ANY PROPERTY (LEGAL OR EQUITABLE) OR CONTRACTUAL RIGHTS IN OR TO THE SHARES.

Executed for and on behalf of the Trustees of The Private Infrastructure Development Group Trust by

SG Kleinwort Hambros Trust Company (UK) Ltd

By:

Minimax Ltd

By:

Multiconsult Trustees Ltd

By:

Schedule 4

Format of Promissory Note

PROMISSORY NOTE

[PIDG Trust/Name of PIDG Company]

[PIDG Trust Reference]

[Amount and Currency]

1. For value received, the Government of the United Kingdom of Great Britain and Northern Ireland ("DFID") under the arrangement between DFID and the Trustees of the Private Infrastructure Development Group Trust (the "**PIDG Trust**") for financial support for the activities of the PIDG dated [x] October 2018 as amended from time to time (the "**Letter of Arrangement**"), hereby promises to pay to the PIDG Trust the sum of £[] without interest to be administered and applied for the purposes specified in the Letter of Arrangement.
2. All or any part of the sum shall be paid, upon demand made in writing or by duly authenticated electronic cable or telex to the Bank of England, by credit of the amount so demanded to the account of the PIDG Trust with the depository duly designated by the Government of the United Kingdom of Great Britain and Northern Ireland pursuant to the Letter of Arrangement.
3. This Promissory Note is executed and delivered pursuant to the provisions of the Letter of Arrangement.
4. This Promissory Note is non-negotiable.

Government of the United Kingdom of Great Britain and Northern Ireland

Dated: _____ By: _____

Director, Value for Money Department,
Department for International Development

Annex 1 to Promissory Note

Format of Promissory Note Drawdown Request

To: Department for International Development
22 Whitehall
London
SW1A 2EG

Date:

Dear Sirs

Promissory Note Drawdown Request

Promissory Note dated [] issued by DFID in favour of the Trustees of the PIDG Trust for Financial Support for the Activities of [PIDG Trust/Name of PIDG Company] (“[PIDG Trust Reference]”)

Pursuant to Promissory Note [insert PIDG Trust reference], we hereby demand for disbursement by [insert disbursement date]:

- (i) [[insert amount] for [insert purpose for which funds will be used, to be agreed in relevant funders' agreement or equivalent], which the [PIDG Trust/Board of relevant PIDG Company] has confirmed in writing (see attached letter dated [insert date]) meets the criteria set out in the [insert relevant document, e.g PIDG Company's investment policy or operating policies and procedures or equivalent] to its reasonable satisfaction;] [and]
- (ii) [insert amount] to meet all or part of [PIDG Trust/Name of PIDG Company]'s liability for Contingent Termination Payments [as defined in the relevant funders' agreement or equivalent]].

We also attach:

- (i) management accounts for [PIDG Trust/Name of PIDG Company] for the previous Quarter [as defined in relevant funders' agreement or equivalent];
- (ii) evidence of [PIDG Trust/Name of PIDG Company]'s current cash balances and [if applicable, Name of PIDG Company's] current pipeline of relevant projects, highlighting any new projects and the current status of all projects (e.g whether in due diligence phase; about to start due diligence; anticipated financial close etc); [and]
- (iii) [a schedule of [PIDG Trust/Name of PIDG Company]'s current and estimated future Contingent Termination Payments].

We confirm that [neither] the PIDG Trust [nor name of PIDG Company] holds sufficient available funding to meet the amount of financing required.

Yours faithfully

For and on behalf of SG Kleinwort Hambros Trust Company (UK) Ltd
Representing The Private Infrastructure Development Group Trust

By:
Date:

[For and on behalf of [name of PIDG Company

**By:
Date:]**

Schedule 5

Format of Promissory Note Issue Request

To: Department for International Development
22 Whitehall
London
SW1A 2EG

Date:

Dear Sirs,

Promissory Note Issue Request

Letter of Arrangement dated [x] October 2018 (as amended from time to time) between DFID, PIDG Ltd and the Trustees of the PIDG Trust for Financial Support for the Activities of PIDG (the "Letter of Arrangement")

Pursuant to paragraph 6 of the Letter of Arrangement between the Trustees of the PIDG Trust, PIDG Ltd and yourselves, we hereby request the issue of a Promissory Note by *[insert disbursement date]* for *[insert amount]*, such amount being:

- (i) such amount that DFID has agreed in writing to disburse to finance *[insert purpose of Promissory Note, for example to finance up to four (4) projects identified by the PIDG Company]* and set out in *[name of PIDG Company]'s pipeline of proposed projects for the following 12-month period; [and]*
- (ii) *[such amount that DFID has agreed in writing to disburse for [PIDG Trust/name of PIDG Company]'s liability for Contingent Termination Payments] (as defined in relevant funders' agreement or equivalent) in the period [insert]].*

We set out below the current status of any Promissory Note(s) that DFID has already issued, including whether any amounts are still to be disbursed under any issued Promissory Note(s) and how any amounts drawn down by the PIDG Trust under any issued Promissory Note(s) have been used. We also attach:

- (i) management accounts for *[PIDG Trust/Name of PIDG facility]* for the previous quarter;
- (ii) *[evidence of [PIDG Trust/Name of PIDG Company]'s current cash balances and [PIDG Trust/Name of PIDG Company]'s current pipeline of projects, highlighting any new projects and the current status of all projects (e.g whether in due diligence phase; about to start due diligence; anticipated financial close etc);] [and]*
- (iii) *[a schedule of [PIDG Trust/Name of PIDG Company]'s current and estimated future Contingent Termination Payments]; and*
- (iv) a schedule setting out the anticipated timing for the drawdown of amounts under the Promissory Note.

We confirm that *[neither]* the PIDG Trust *[nor Name of PIDG Company]* holds sufficient available funding to meet the amount of financing requested and that financing for *[insert purpose of funding, for example the 4 projects]* *[and]* *[Contingent Termination Payments]* are not covered under an existing Promissory Note issued by DFID to the PIDG Trust.

Yours faithfully

**For and on behalf of SG Kleinwort Hambros Trust Company (UK) Ltd
Representing The Private Infrastructure Development Group Trust**

By:
Date:

[For and on behalf of [name of PIDG Company.

By:
Date:]