

AMENDMENT NO. 1 DATED 11th DECEMBER 2024

TO LETTER OF ARRANGEMENT DATED 10 JULY 2024

BETWEEN

THE SWEDISH INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
THE TRUSTEES OF THE PRIVATE INFRASTRUCTRE DEVELOPMENT GROUP

TRUST

AND

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LTD
FOR SUPPORT FOR THE ACTIVITIES OF THE PRIVATE INFRASTRUCTURE
DEVELOPMENT GROUP FOR THE PERIOD 2024-2028

Sida Contribution No. 16607



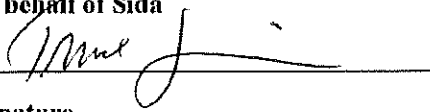
1. The Swedish International Development Cooperation Agency (“Sida”), the trustees of the Private Infrastructure Development Group Trust (the “PIDG Trust”) and the Private Infrastructure Development Group Ltd (“PIDG Ltd”) entered into a Letter of Arrangement on 10 July 2024 (the “Agreement”) to make available funds to the PIDG Trust for the support of the technical assistance activities of PIDG Ltd, 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”) and InfraCo Asia Investment Pte. Ltd (“InfraCo Asia Investment”).
2. The Parties have now decided to amend the Agreement as set out below.
3. Save as set out in this Amendment No. 1, all other provisions of the Agreement remain in full force and effect.
4. With effect from the date of this Amendment No.1 the parties hereby agree the Agreement shall be amended as follows:
 - (a) Paragraph 15 of the Agreement is deleted in its entirety.
 - (b) Paragraph 16 of the Agreement is deleted in its entirety.
 - (c) Paragraph 17 of the Agreement is deleted in its entirety and replaced with the following paragraph:

‘If the PIDG Trust or PIDG Ltd have misused disbursed funds in any way, Sida may request repayment of the disbursed amount, wholly or in part, from the PIDG Trust or PIDG Ltd (as applicable). The PIDG Trust and PIDG Ltd must inform Sida if they suspect any misuse of funds by a PIDG Company or in relation to any of their projects, and Sida 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, Sida may request repayment of the disbursed amount, wholly or in part, from the PIDG Trust.’
 - (d) The paragraphs of the Agreement shall be renumbered to take account of the amendments described above.
5. This Amendment No. 1 shall enter into force on the date of the last signature of the parties.
6. This Amendment No.1 may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Amendment No.1.

Sundbyberg 20241206

Place and date

On behalf of Sida



Signature

True Schedvin, head of Unit

The trustees of the Private Infrastructure Development Group Trust acting for and on behalf of the Private Infrastructure Development Group Trust

(i) SG Kleinwort Hambros Trust Company (UK) Limited

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Name
Title

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Name
Title

(j) IQ EQ Trustees (Mauritius) Limited

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Name
Title

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Name
Title

(k) Minimax Ltd

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Name
Title

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Name
Title

Place and date


On behalf of Sida

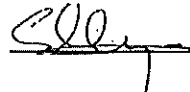
Signature

True Schedvin, head of Unit

The trustees of the Private Infrastructure Development Group Trust acting for and on behalf of the Private Infrastructure Development Group Trust

(i) SG Kleinwort Hambros Trust Company (UK) Limited


Digitally signed
by Rachel ILES
Date:
2024.12.03
08:44:07 Z


Digitally signed by George
Ryan
Date: 2024.12.03 15:46:09 Z

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Name
Title

.....
Name
Title

(j) IQ EQ Trustees (Mauritius) Limited

.....
Name
Title

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Name
Title

(k) Minimax Ltd

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Name
Title

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Name
Title

Place and date

On behalf of Sida

Signature

True Schedvin, head of Unit

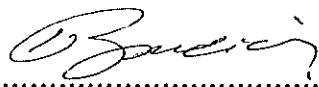
The trustees of the Private Infrastructure Development Group Trust acting for and on behalf of the Private Infrastructure Development Group Trust

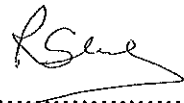
(i) SG Kleinwort Hambros Trust Company (UK) Limited

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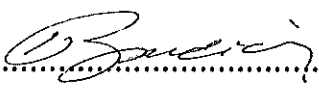
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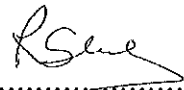
(j) IQ EQ Trustees (Mauritius) Limited


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Name Kamalam Pillay Rugapadiachy
Title Authorised Signatory


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Name Rooksana Shahabally
Title Authorised signatory

(k) Minimax Ltd


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Name Kamalam Pillay Rugapadiachy
Title Authorised Signatory


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Name Rooksana Shahabally
Title Authorised signatory

For and on behalf of The Private Infrastructure Development Group Ltd



Name
Title

MIKE CULLISON
Managing Director