

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. Hambros Trust Company Limited
Norfolk House
31 St. James's Square
London
SW1Y 4JR

28th May 2015

**AMENDMENT No. 2 TO THE ARRANGEMENT FOR THE SUPPORT OF INFRACO
ASIA DEVELOPMENT PTE. LTD. AND GENERAL ADMINISTRATION COSTS**

BETWEEN
**THE GOVERNMENT OF AUSTRALIA AS REPRESENTED BY THE DEPARTMENT
OF FOREIGN AFFAIRS AND TRADE (DFAT)**
AND
**THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP TRUST
(DFAT AGREEMENT 66370)**

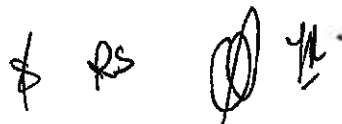
1. On 21 May 2013, DFAT and the Private Infrastructure Development Group Trust ("the Parties") entered into Arrangement 66370 in the form of a Grant for providing support for Infraco Asia Development Pte Ltd ("the Arrangement").
2. The Arrangement has been amended in writing on 10 June 2014.
3. The Parties have now agreed to amend the Arrangement as set out below:

Paragraph 1	Delete existing Paragraph 1 and replace with new Paragraph 1 as follows: 1. Following discussions between the members of the Private Infrastructure Development Group ("PIDG") (hereinafter referred to as the "Organisation"), I am pleased to inform you that the Government of Australia as represented by the Department of Foreign Affairs and Trade ("DFAT") will make available to the Private Infrastructure Development Group Trust (the "PIDG Trust") a grant not exceeding AUD22,150,000 ("the Contribution") for the following purposes: (i) General Administration Costs (as defined in the Constitution of the Organisation) for the period 1 January 2013 until 31 December 2015; and
----------------	--

RS @ TL. 2

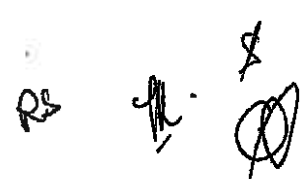
	(ii) to enable the PIDG Trust to support the activities of InfraCo Asia Development Pte Ltd ("InfraCo Asia") in accordance with principles and responsibilities as detailed in the Organisation's Operating Policies and Procedures and InfraCo Asia's Operating Policies and Procedures (hereinafter referred to as the "Activities").															
Paragraph 2	<p>Delete existing Paragraph 2 and replace with new Paragraph 2 as follows:</p> <p>2. DFAT will contribute to the PIDG Trust a total amount of up to AUD22,150,000 (hereinafter referred to as "the Contribution") in accordance with the payment schedule outlined below:</p> <p>Table 1: Payment Schedule</p> <table border="1"> <thead> <tr> <th>Indicative Date</th> <th>Tranche Number</th> <th>Amount (AUD)</th> </tr> </thead> <tbody> <tr> <td>31 May 2013</td> <td>1</td> <td>10,000,000</td> </tr> <tr> <td>11 June 2014</td> <td>2</td> <td>5,650,000</td> </tr> <tr> <td>June 2015*</td> <td>3</td> <td>6,500,000</td> </tr> <tr> <td colspan="2">TOTAL CONTRIBUTION AMOUNT</td> <td>22,150,000</td> </tr> </tbody> </table> <p>*following execution of Amendment No. 2.</p>	Indicative Date	Tranche Number	Amount (AUD)	31 May 2013	1	10,000,000	11 June 2014	2	5,650,000	June 2015*	3	6,500,000	TOTAL CONTRIBUTION AMOUNT		22,150,000
Indicative Date	Tranche Number	Amount (AUD)														
31 May 2013	1	10,000,000														
11 June 2014	2	5,650,000														
June 2015*	3	6,500,000														
TOTAL CONTRIBUTION AMOUNT		22,150,000														
Paragraph 4	<p>Delete existing Paragraph 4 and replace with new Paragraph 4 as follows:</p> <p>4. DFAT will deposit the Contribution to the PIDG Trust's bank account at:</p> <p>Account Name: SG Hambros Trust Company Limited - Trust 1759 Swift Code: HAMB GB2L IBAN: GB64 HAMB 4048 5802 0141 20 Account Number: 02014120</p> <p>Payments to be sent through the Correspondence Bank:</p> <p>Bank: Societe Generale - New York Swift Code: SOGE US 33 Account Name: SG Hambros Bank Limited Account Number: 190063</p>															
Paragraph 5	<p>Delete existing Paragraph 5 and replace with new Paragraph 5:</p> <p>5. Not used.</p>															

RS



<p>Paragraph 6</p>	<p>Include as additional text at the end of existing Paragraph 6 :</p> <p>6. The breakdown of the June 2015 payment will be as follows:</p> <ul style="list-style-type: none"> a) The PIDG Trust will use up to USD235,464 of the Contribution for General Administration Costs for the period 1 January 2015 – 31 December 2015. b) The PIDG Trust will use up to the remaining value of the Contribution for the Activities until 31 December 2015.
<p>Paragraph 10</p>	<p>Delete existing Paragraph 10 and replace with new Paragraph 10:</p> <p>10. The Arrangement will end when one of the following occurs:</p> <ul style="list-style-type: none"> a. on 31 December 2015; b. on termination of the PIDG Trust in accordance with the provisions of the Amended and Restated Declaration of Trust dated 14th March 2003; c. upon DFAT giving three months notice in writing to the Trustees of the PIDG Trust as listed in the letterhead of this Arrangement. <p>Within six months following termination of the Arrangement, the PIDG Trust will prepare, or arrange to be prepared, and submit to DFAT a final report on InfraCo Asia and a final audited financial statement of the PIDG Trust with respect to the funds held by the PIDG Trust and unexpensed funds of the Contribution must be returned to DFAT or dealt with as otherwise advised by DFAT.</p>

RS M S



For and on behalf of the Government of Australia acting through the
Department of Foreign Affairs and Trade



.....
A/g First Assistant Secretary
Department of Foreign Affairs and Trade
.....

For and on behalf of Private Infrastructure Development Group Trust



.....
S.G. Hambros Trust Company Limited

.....
Multiconsult Trustees Ltd

.....
Minimax Ltd

For and on behalf of the Government of Australia acting through the
Department of Foreign Affairs and Trade



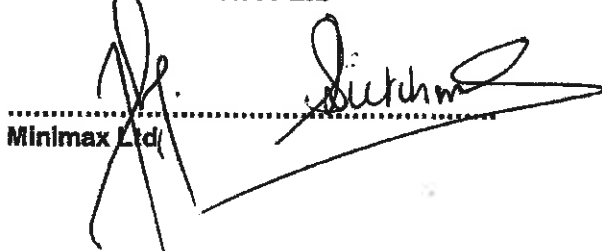
.....
A19 First Assistant Secretary
Department of Foreign Affairs and Trade
.....

For and on behalf of Private Infrastructure Development Group Trust

.....
S.G. Hambros Trust Company Limited



.....
Multiconsult Trustees Ltd



.....
Minimax Ltd