

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

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Edith Cavell Street
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Mauritius

S.G. Hambros Trust Company Limited
41 Tower Hill
London
EC3N 4SG

25th April 2016

**AMENDMENT NO.4 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 (respectively the "Parties") entered into Arrangement 66370 in the form of a Grant for providing support for Infraco Asia Development Pte Ltd and General Administration Costs (as defined in the Constitution of the PIDG) ("the Arrangement").
2. The Arrangement has been amended in writing on 10 June 2014, 28 May 2015 and 11 December 2015.
3. The Parties have now agreed to amend the Arrangement as set out below:

Paragraph 1	Delete existing Paragraph 1 and replace it with a new Paragraph 1 as follows: <ol style="list-style-type: none">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") for periods up to and including the period 1 January 2016 to 30 June 2017 a grant not exceeding AUD 32,150,000 ("the Contribution") for the following purposes:
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	<ul style="list-style-type: none"> (i) General Administration Costs (as defined in the Constitution of the Organisation) for the period up to 30 June 2017; (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; and (iii) Subject to DFAT’s accession as a party to the Amended and Restated Agreement between GuarantCo Ltd. And its Funders and Shareholders in relation to the funding and operation of GuarantCo Ltd. dated 10 October 2014 as amended by an Amendment No.1 dated 15 February 2016 (“GuarantCo Funders’ Agreement”), to enable the PIDG Trust to support the activities of GuarantCo Ltd. (“GuarantCo”) (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 AUD32,150,000 (hereinafter referred to as “the Contribution”) in accordance with the payment schedule outlined below:</p> <p>Table 1: Payment Schedule</p> <table border="1" data-bbox="459 1084 1321 1330"> <thead> <tr> <th>Indicative Date</th> <th>Tranche Number</th> <th>Amount (AUD)</th> </tr> </thead> <tbody> <tr> <td>30 May 2013</td> <td>1</td> <td>10,000,000 (<i>paid</i>)</td> </tr> <tr> <td>10 June 2014</td> <td>2</td> <td>5,650,000 (<i>paid</i>)</td> </tr> <tr> <td>29 May 2015</td> <td>3</td> <td>6,500,000 (<i>paid</i>)</td> </tr> <tr> <td>June 2016</td> <td>4</td> <td>10,000,000</td> </tr> <tr> <td></td> <td>Total</td> <td>[32,150,000]</td> </tr> </tbody> </table>	Indicative Date	Tranche Number	Amount (AUD)	30 May 2013	1	10,000,000 (<i>paid</i>)	10 June 2014	2	5,650,000 (<i>paid</i>)	29 May 2015	3	6,500,000 (<i>paid</i>)	June 2016	4	10,000,000		Total	[32,150,000]
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Paragraph 6	<p>Include as additional text at the end of existing Paragraph 6:</p> <p>The breakdown of the [June] 2016 payment of AUD 10 million will be as follows:</p> <ul style="list-style-type: none"> (a) The PIDG Trust will use up to AUD5,400,000 for InfraCo Asia in the period 1 January 2016 – 31 December 2016. (b) The PIDG Trust will use up to AUD4,000,000 for GuarantCo in the period 1 January 2016 – 31 December 2016. (c) The PIDG Trust will use the balance of the AUD 10 million for General Administration Costs in the period 1 January 2016 – 31 December 2016. 																		
Paragraph 10	<p>Delete existing Paragraph 10 and replace with new Paragraph 10 as follows:</p> <p>10. The Arrangement will end when one of the following occurs:</p> <ul style="list-style-type: none"> a. on 30 June 2017; b. on termination of the PIDG Trust in accordance with the provisions of 																		

	<p>the Amended and Restated Declaration of Trust dated 14 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> <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 GuarantCo and a final audited 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>
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For and on behalf of the Government of Australia acting through the Department of Foreign Affairs and Trade

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For and on behalf of the Private Infrastructure Development Group Trust

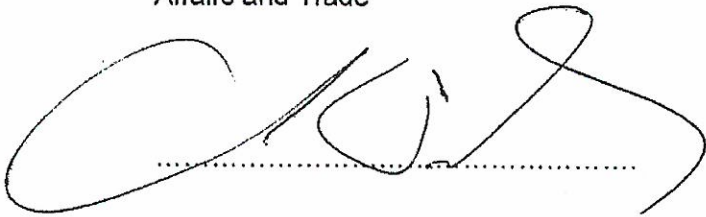
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For and on behalf of the Government of Australia acting through the Department of Foreign Affairs and Trade



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a dotted line.

For and on behalf of the Private Infrastructure Development Group Trust

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