AMENDMENT No. 2

TO THE

AMENDED AND RESTATED AGREEMENT BETWEEN GUARANTCO LTD
AND ITS FUNDERS AND SHAREHOLDERS IN RELATION TO THE
FUNDING AND OPERATION OF GUARANTCO LTD

This Amendment No. 2 dated 20 January 2016 between GuarantCo Ltd and its funders and shareholders (the “Amendment No. 2”) is made between:

1. The Government of the United Kingdom, acting through the Secretary of State for International Development at the Department for International Development (hereinafter referred to as “DFID”);

2. The Swedish Government, acting through the Swedish International Development Cooperation Agency (hereinafter referred to as “Sida”);

3. The Government of the Swiss Confederation, acting through the State Secretariat for Economic Affairs (hereinafter referred to as “SECO”);

4. Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V. (hereinafter referred to as “FMO”);

5. The Government of Australia represented by the Department of Foreign Affairs and Trade (hereinafter referred to as “DFAT”);

(each of the aforesaid Parties being a “GuarantCo Donor” and together the “GuarantCo Donors”);

6. SG Hambros Trust Company Ltd, Multiconsult Trustees Ltd and Minimax Ltd as trustees of the Private Infrastructure Development Group Trust (hereinafter referred to as the “PIDG Trust”);

(the PIDG Trust and FMO being hereinafter together referred to as the “Shareholders”); and
7. GuarantCo Ltd, a private company limited by shares and incorporated under the laws of Mauritius with registered number 58185, having its registered address at Level 3, Alexander House, 35 Cybercity, Ebene 72201, Mauritius ("GuarantCo").

INTRODUCTION AND BACKGROUND

(A) On 10 October 2014 the GuarantCo Donors (other than DFAT), the Shareholders, The Netherlands Minister for Development Co-operation ("DGIS") and GuarantCo executed an amended and restated agreement in relation to the funding and operation of GuarantCo (hereinafter referred to as the "GuarantCo Funders’ Agreement").

(B) On 15 February 2016 the GuarantCo Donors (other than DFAT), the Shareholders and GuarantCo executed Amendment No.1 to the GuarantCo Funders’ Agreement ("Amendment No. 1") which was conditional on the withdrawal of DGIS as a party to the GuarantCo Funders’ Agreement. This condition was met by the withdrawal of DGIS as a party to the GuarantCo Funders’ Agreement pursuant to a Deed of Variation executed on 17 February 2016 by DGIS and the parties to Amendment No.1.

(C) On 29 April 2016 DFAT became a party to the GuarantCo Funders’ Agreement pursuant to a Deed of Accession executed by the parties to this Amendment No. 2.

(D) The parties to this Amendment No. 2 now wish to further amend the GuarantCo Funders’ Agreement.

1 DEFINITIONS

1.1 Terms used (and not otherwise defined) herein shall have the same meanings as set out in the GuarantCo Funders’ Agreement.

2 AMENDMENTS

2.1 With effect from the date hereof the GuarantCo Funders’ Agreement shall be amended as follows:

2.1.1 The definition of “Business Plan and Budget” shall be deleted and the following definitions shall be added to Clause 1.1 of the GuarantCo Funders’ Agreement:

(a) “Annual Budget” means the detailed annual budget of GuarantCo approved in writing by the Board of
Directors and sent to the GuarantCo Donors via the PIDG CMO for approval in accordance with Clause 9.1(iv);

(b) "Business Plan" means the five-year business plan and logical framework (the latter in accordance with the PIDG Results Monitoring Framework) for GuarantCo approved by the Board of Directors and sent to the GuarantCo Donors via the PIDG CMO in accordance with Clause 9.1(iv);

(c) "Callable Capital Commitment" means a Commitment set out in Schedule 1 to this Agreement (the Schedule of Commitments) to enable GuarantCo to fulfil its purpose that will only be disbursed by a GuarantCo Donor to GuarantCo or the PIDG Trust (as applicable) on the occurrence of a Trigger Event and otherwise in accordance with the terms and conditions of the relevant Funding Instrument;

(d) "Callable Capital Contribution" means the amount of each Callable Capital Commitment disbursed from time to time to GuarantCo by a GuarantCo Donor through the PIDG Trust (where applicable) pursuant to this Agreement and the relevant Funding Instrument;

(e) "Callable Capital Subscription Agreement" means an agreement entered into between GuarantCo, the Shareholders, and (if the GuarantCo Donor is subscribing directly for GuarantCo Shares) the GuarantCo Donor, pursuant to which the PIDG Trust or GuarantCo Donor (as applicable) will disburse a Callable Capital Contribution to subscribe for Shares;

(f) "DFAT Grant Arrangement (No. 1)" means the grant arrangement dated 21 May 2013 as amended in writing on 10 June 2014, 28 May 2015, 11 December 2015 and 25 April 2016 relating to (inter alia) a grant of up to AUD4,000,000 (four million Australian dollars) for support to GuarantCo;

(g) "DFID Grant Arrangement (No.5)" means the grant arrangement dated 27 October 2016 relating to a Callable Capital Commitment of GBP 40,000,000 (forty million pounds Sterling) (or where converted into US dollars, not more than USD62,000,000 (sixty two
million US dollars)) between DFID and the PIDG Trust for support to GuarantCo;

(h) "Trigger Event" means an event or condition specified in a Funding Instrument, on the occurrence of which event or condition, and as otherwise stipulated in the relevant Funding Instrument, the GuarantCo Donor will be required to disburse the Callable Capital Commitment to the PIDG Trust or GuarantCo (as applicable) for the acquisition (by the GuarantCo Donor or by PIDG Trust as applicable) of GuarantCo Shares;

(i) "Trigger Notice" means a notice issued by GuarantCo to the PIDG Trust or GuarantCo Donor (as applicable) (with a copy to all other GuarantCo Donors) in the form set out in the relevant Funding Instrument confirming that a Trigger Event has occurred and requesting the Callable Capital Contribution;

2.1.2 The following words shall be inserted at the end of Clause 1.9 “and references to “AUD” or “Australian dollars” are to the lawful currency from time to time of Australia” and the word “and” shall be deleted from line 3 of Clause 1.9.

2.1.3 The following shall be inserted after Clause 4.9A as a new Clause 4.9B:

"4.9B

(i) The requirements set out in Clause 4.1 shall not apply to a Callable Capital Contribution. GuarantCo shall request a Callable Capital Contribution in accordance with the terms and conditions of this Agreement by delivering to the CMO a Trigger Notice, which the CMO will deliver to the relevant GuarantCo Donor with a Disbursement Request in accordance with Clause 4.2. The following words in Clause 4.2 shall not apply to a Callable Capital Contribution: “and provided that notwithstanding any other provision of this Agreement, any GuarantCo Donor (except for FMO) shall be entitled to consider whether or not it is willing to make the relevant Commitment available and shall have the sole and absolute right to not respond favourably to any Disbursement Request.” For the avoidance of doubt, all other requirements of Clause 4 of this Agreement shall apply to a Callable Capital Contribution, including the requirement for a Subscription Request, which shall be provided in accordance with the provisions of
the relevant Callable Capital Subscription Agreement.

(ii) Subject to (a) the requirements set out in Clause 4.9B (i) above and (b) receipt by the PIDG Trust of a P-Note Issue Request from a GuarantCo Donor, a GuarantCo Donor providing a Callable Capital Contribution through the PIDG Trust may request the PIDG Trust to issue a P-Note in return for its Callable Capital Contribution.”

2.1.4 The following reporting requirement will be added as a new Clause 9.1(ii)(d):

“(d) a report showing (A) the projected calculation of the Portfolio to Equity ratio (as such terms are defined in the DFID Grant Arrangement (No.5)) as at the end of each financial quarter on a rolling five year basis as generated from GuarantCo’s model for both the base case and a stress case where it is presumed that all guarantees which are fully or partially provisioned for, are drawn in full and it is presumed that an additional two guarantees are called in full per year, provided always that DFID may, within 30 days of receipt of any quarterly report referred to in this Clause 9.1(ii)(d), specify in writing to the PIDG Trust and GuarantCo any other scenarios/assumptions which DFID wishes to be included as assumptions in the next quarterly Trigger Event forecast report(s) to be provided by GuarantCo, and (B) provided the base case projections exceed a 3:1 ratio or the stress case shows a Trigger Event, a written report providing an explanation and actions intended to be taken.”

and Clause 9.1(ii) (b) shall be amended to read “(b) the assumptions and risks behind the information provided under Clause 9.1 (ii) (a) including any material management decisions(s)....”

2.1.5 Clause 9.1 (iv) shall be deleted and replaced by the following:

“(iv) on or prior to 1 November in each Financial Year, a copy of GuarantCo’s Business Plan and Annual Budget, both for approval by the GuarantCo Donors by the earlier of 15 Business Days of receipt and 15 December in each Financial Year; GuarantCo’s Business Plan shall set out whether GuarantCo has any plans to deviate from its current policy of targeting a 3:1 Portfolio : Equity leverage ratio at maximum (as such terms are defined in DFID Grant Arrangement (No.5)) and will include a forecast on the leverage ratios for the period of the Business Plan in line with Clause 9.1(ii) d);”

2.1.6 The first sentence of Clause 10 (Term) shall be deleted and replaced by the following sentence:
“This Agreement shall continue for a term ("the Term") of 12 years from the date of this Agreement" (i.e. until 9 October 2026).

2.1.7 Clause 11.3 shall be deleted and replaced by the following two clauses:

"11.3 In the event that any GuarantCo Donor ceases to be a member of the PIDG (hereinafter referred to as "the former GuarantCo Donor"), the Parties to this Agreement agree that with effect from the date of such cessation, the former GuarantCo Donor shall be deemed no longer to be a party to this Agreement and that each of the former GuarantCo Donor's rights and obligations under this Agreement shall be deemed no longer to be applicable or enforceable and the former GuarantCo Donor shall be deemed to have no existing or future entitlement to receive any Proceeds under this Agreement.

11.4 Upon a transfer of a Commitment or GuarantCo Shares or accession of an Additional GuarantCo Donor to this Agreement, or an increase or reduction of a Commitment, or any GuarantCo Donor ceasing to be a member of the PIDG, or where otherwise agreed by the GuarantCo Donors, a revised Schedule of Commitments shall be agreed upon in writing by the GuarantCo Donors, whereupon Schedule 1 of this Agreement shall (without requiring any further consent from or action on the part of any Party) be replaced by, and shall be deemed to have been amended accordingly to reflect such revised Schedule of Commitments."

2.1.8 Schedule 1 (Schedule of Commitments) shall be replaced in its entirety by the following table, which will form a revised Schedule 1 ("Schedule of Commitments").

**SCHEDULE 1**

**AMENDED**

**SCHEDULE OF COMMITMENTS**

(all figures in USD millions)

<table>
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<tr>
<th>Disbursement Date</th>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
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<td>Sida</td>
<td>FMO</td>
<td>SECO</td>
<td>DFAT</td>
<td>PIDG Trust</td>
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<td>(to PIDG Trust)</td>
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<td>(to PIDG Trust)</td>
<td>(to PIDG Trust)</td>
<td>(to GuarantCo)</td>
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<td>2014</td>
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<td>2016</td>
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<td>AUD 4.0m</td>
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<td>2016-2026</td>
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<td>USD equivalent of £40m**</td>
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<td>Totals</td>
<td>134.6496 + USD equivalent of £92.5 million</td>
<td>15</td>
<td>34</td>
<td>35</td>
<td>AUD 4.0m</td>
<td>184.6496 + USD equivalent of £92.5 million + USD equivalent of AUD 4.0 million</td>
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<td>Final Donor Disbursement Date</td>
<td>31.03.2017 (DFID Grant Arrangement (No. 4))</td>
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<td>31.12.2016 (SECO Grant (No.3) Agreement)</td>
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<td></td>
<td>Callable Capital Commitment 30 June 2026 (DFID Grant Arrangement No. 5)</td>
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<td>30 June 2017 (DFAT Grant Arrangement No. 1)</td>
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Notes:

* DFID’s Commitments are in GBP; subscription is made for GuarantCo Shares at the prevailing USD equivalent.

** The GBP40m committed by DFID under DFID Grant Arrangement No. 5 is a Callable Capital Commitment convertible into USD on disbursement subject to a maximum amount of USD62m.

Column I, II, IV and V: Funds committed by DFID, Sida, DFAT and SECO are payable to the PIDG Trust.

Column VI: Subject to receipt by the PIDG Trust of such corresponding funds, such corresponding funds are payable by the PIDG Trust to GuarantCo for subscription for shares in GuarantCo.

Column III: Funds committed by FMO are payable by FMO to GuarantCo for subscription for shares in GuarantCo.

Column V: DFAT has committed to pay to PIDG Trust for GuarantCo AUD 4million in calendar year 2016.

2.1.9 In paragraph 10 of Part 2 of Schedule 3, the words “Annual
Business Plan and Budget” shall be deleted and replaced by the words “Annual Budget and Business Plan”;

2.1.10 Schedule 4 (Funding Instruments) shall be replaced in its entirety by the following table, which will form a revised Schedule 4 ("Funding Instruments").

### SCHEDULE 4
**AMENDED SCHEDULE OF FUNDING INSTRUMENTS**

<table>
<thead>
<tr>
<th>Donor</th>
<th>Funding Instrument</th>
<th>Date</th>
<th>Amount (up to)</th>
<th>Subscription Agreement</th>
</tr>
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<tbody>
<tr>
<td>DFID</td>
<td>DFID Grant Arrangement (No. 1)</td>
<td>8 December 2003</td>
<td>GBP 15,600,000</td>
<td>PIDG Trust/GuarantCo Subscription Agreement (No.1)</td>
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<td>DFID</td>
<td>DFID Grant Arrangement (No.2)</td>
<td>18 March 2010 (as amended)</td>
<td>GBP 6,050,000</td>
<td>PIDG Trust/GuarantCo Subscription Agreement (No.3)</td>
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<td>DFID Grant Arrangement (No.3)</td>
<td>16 March 2011</td>
<td>GBP 6,000,000</td>
<td>PIDG Trust/GuarantCo Subscription Agreement (No.4)</td>
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<td>DFID</td>
<td>DFID Grant Arrangement (No.4)*</td>
<td>12 March 2012 (as amended on 6 June 2014)</td>
<td>GBP 110,000,000</td>
<td>PIDG Trust/GuarantCo Subscription Agreement (No.5) and PIDG Trust/GuarantCo Subscription Agreement (No.6)</td>
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<td>DFID</td>
<td>DFID Grant Arrangement (No. 5)*</td>
<td>27 October 2016</td>
<td>GBP40,000,000 (one-off disbursement)</td>
<td>PIDG Trust / GuarantCo Subscription Agreement (No. 7) Callable Capital</td>
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<td>Description</td>
<td>Date</td>
<td>Amount</td>
<td>Funding Instrument</td>
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<td>DFAT Grant Arrangement (No. 1)*</td>
<td>21 May 2013</td>
<td>AUD4,000,000</td>
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<td>on 25 April</td>
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<tr>
<td>FMO</td>
<td>FMO/GuarantCo Subscription Agreement</td>
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<td>FMO</td>
<td>FMO/GuarantCo Subscription Agreement (No. 2)</td>
<td>29 September</td>
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<td>SECO</td>
<td>SECO Conditional Loan Agreement</td>
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<td>SECO Grant (No.1) Agreement</td>
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<td>PIDG Trust/GuarantCo Subscription Agreement (No. 3)</td>
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<td>SECO</td>
<td>SECO Grant (No.2) Agreement*</td>
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<td>Sida</td>
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*where indicated, copies of each of the Funding Instruments are annexed to this Schedule 4.

2.2 Save as expressly set out in this Amendment No.2, the GuarantCo Funders’ Agreement shall remain in full force and effect.

Signed by or on behalf of the parties or their duly authorised representatives:
For and on behalf of the Secretary of State for
International Development at the Department for
International Development of the Government of
the United Kingdom of Great Britain and Northern
Ireland

Name: CES CAMBER
Title: DIRECTOR, VALUE FOR MONEY

For and on behalf of the Swedish International
Development Cooperation Agency

Name:
Title:

For and on behalf of the Government of the Swiss
Confederation, acting through the State Secretariat
for Economic Affairs

Name:
Title:

For and on behalf of Nederlandse Financierings-
Maatschappij voor Ontwikkelingslanden N.V.

Name:
Title:
For and on behalf of the Secretary of State for International Development at the Department for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland

Date: _________________________________

For and on behalf of the Swedish International Development Cooperation Agency

Date: Stockholm 20/1 2017

For and on behalf of the Government of the Swiss Confederation, acting through the State Secretariat for Economic Affairs

Date: _________________________________

For and on behalf of Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.

Date: _________________________________
For and on behalf of the Secretary of State for International Development at the Department for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland

Date: __________________________

For and on behalf of the Swedish International Development Cooperation Agency

Date: __________________________

For and on behalf of the Government of the Swiss Confederation, acting through the State Secretariat for Economic Affairs

Date: __________________________

For and on behalf of Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.

Date: __________________________

Name: __________________________
Title: __________________________

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For and on behalf of the Secretary of State for International Development at the Department for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland

Date: ____________________________

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For and on behalf of the Swedish International Development Cooperation Agency

Date: ____________________________

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Title: ____________________________

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Date: ____________________________

Name: ____________________________

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For and on behalf of Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.

Date: ____________________________

Name: ____________________________

Title: ____________________________

B.J. Boersma
Name - Legal Affairs & Compliance

R. Messie
Director - Public Investment Management
For and on behalf of the Swedish International Development Cooperation Agency
Date: ____________________________

For and on behalf of the Government of the Swiss Confederation, acting through the State Secretariat for Economic Affairs
Date: ____________________________

For and on behalf of Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.
Date: ____________________________

For and on behalf of the Government of Australia, represented by the Department of Foreign Affairs and Trade
Date: ____________________________

Name: ____________________________
Title: ____________________________

Name: ____________________________
Title: ____________________________

Name: ____________________________
Title: ____________________________

Name: JEREMY GUTHRIE
A.G. ASSISTANT SECRETARY
Title: PRIVATE SECTOR INFRASTRUCTURE & AGRICULTURAL DEVELOPMENT BRANCH, DFAT
For and on behalf of the Government of Australia, represented by the Department of Foreign Affairs and Trade

Date: ___________________________  

Name: ___________________________

Title: ___________________________

For and on behalf of the Trustees of the PIDG Trust acting for and on behalf of the PIDG Trust

SG Hambros Trust Company Ltd

By: ___________________________

Name: RACHEL FILES  LISA JONES

Title: DIRECTOR WITNESS

Date: ___________________________

Multiconsult Trustees Ltd

By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________

Name: ___________________________  

Title: ___________________________

Date: ___________________________
For and on behalf of the Government of Australia, represented by the Department of Foreign Affairs and Trade

Date: __________________________

Name: __________________________

Title: __________________________

For and on behalf of the Trustees of the PIDG Trust, acting for and on behalf of the PIDG Trust

SG Hambros Trust Company Ltd

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

Multiconsult Trustees Ltd

By: __________________________

Name: Rasbora Hosen Ally Ashraf Rambola

Title: Authorized Signatories

Date: __________________________
Minimax Ltd

By:

Name: Sundeep Sukan | Roeksana Shukhobty

Title: Authorised Signatory

Date: ____________________________

Andrew Bainbridge for and on behalf of GuarantCo Ltd

Date: ____________________________
Minimax Ltd

By:

Name: ________________________________

Title: ________________________________

Date: ________________________________

Andrew Bainbridge for and on behalf of
GuarantCo Ltd

Date: ________________________________