

To: The Trustees of the Private Infrastructure Development Group Trust and The Private Infrastructure Development Group Ltd

Multiconsult Trustees Limited
Les Cascades Building,
Edith Cavell Street,
Port Louis,
Mauritius

Minimax Ltd
Les Cascades Building,
Edith Cavell Street,
Port Louis,
Mauritius

SG Hambros Trust Company Limited
5th Floor, 8 St. James's Square
London, SW1Y 4JU

(together "the Trustees of the Private Infrastructure Development Group Trust")

The Private Infrastructure Development Group Ltd
6 Bevis Marks,
London,
EC3A 7BA,
United Kingdom

FAO: Rachel Iles (on behalf of the Trustees of the Private Infrastructure Development Group Trust)
Mike Chilton (on behalf of The Private Infrastructure Development Group Ltd)

9 July 2018

LETTER OF ARRANGEMENT BETWEEN THE DEPARTMENT FOR INTERNATIONAL DEVELOPMENT, THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LTD AND THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP TRUST

GRANT WITH RESPECT TO GENERAL ADMINISTRATION COSTS OF THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP

1. In accordance with the Constitution of the Private Infrastructure Development Group ("PIDG") as amended from time to time, the Department for International Development ("DFID") will make available to the Private Infrastructure Development Group Trust (the "PIDG Trust") a contribution not exceeding GBP 8,360,000 (eight million three hundred and sixty thousand UK sterling) over a 4 year period (1 April 2018 – 31 March 2022) for the General Administration Costs of the PIDG (the "Contribution") in accordance with the Amended and Restated Declaration of Trust executed by the PIDG Trust on 14th March 2003 (the "Declaration of Trust") as amended from time to time. Capitalised terms used in this Letter of Arrangement and not otherwise defined herein shall have the meaning given to those terms in the Declaration of Trust or the Constitution of the PIDG as may be applicable.
2. The Contribution will be used by the PIDG Trust to finance General Administration Costs in accordance with the PIDG Administration Budget as approved by the PIDG Ltd Board and the PIDG Members from time to time. The General Administration Costs include the operating costs of The Private Infrastructure Development Group Ltd ("PIDG Ltd").

The Contribution

3. Upon receiving a copy of this letter signed by all the parties, DFID will deposit an initial instalment of its Contribution of GBP 1,000,000 (one million Great British pounds sterling) to the PIDG Trust's bank account at:

Bank Name: S G Hambros Trust Company Limited – Trust 1759
Swift Code: HAMB GB2L
IBAN: GB64 HAMB 4048 5802 0141 19
Account Number: 02014119

Payments to be sent through the Correspondence Bank

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

PLEASE NOTE ALL OF THE ABOVE INFORMATION IS REQUIRED FOR ANY PAYMENT INSTRUCTION AND TO ENSURE THAT THE FUNDS REACH THE PIDG TRUST BANK ACCOUNT SUCCESSFULLY.

4. Subsequent instalments of the Contribution will be requested by the PIDG Trust, and released by DFID at annual intervals in accordance with the following Schedule or as otherwise may be agreed between the parties:

Year	Amount GBP
01 Apr 2018 – 31 Mar 2019	2,090,000
01 Apr 2019 – 31 Mar 2020	2,090,000
01 Apr 2020 – 31 Mar 2021	2,090,000
01 Apr 2021 – 31 Mar 2022	2,090,000
TOTAL (2018 – 2022)	8,360,000

PIDG Trust Obligations

5. The PIDG Trust and PIDG Ltd will exercise the same care in the discharge of their functions under this Letter of Arrangement as they are required to exercise in accordance with the provisions of the Declaration of Trust and the Services Agreement between PIDG Ltd and the Trustees of the Private Infrastructure Development Group Trust dated 5th July 2018 (the "Services Agreement").
6. The PIDG Trust and PIDG Ltd will maintain records and ledger accounts in respect of the Contribution and disbursement thereof in accordance with the provisions of the Declaration of Trust.
7. PIDG Ltd will:
- (i) provide the Board of PIDG Ltd with quarterly updates on General Administration Budget expenditure, which will be available to DFID for review;
 - (ii) arrange to be prepared, and submit to DFID annual audited financial statements of the PIDG Trust and PIDG Ltd (the "Audit Reports");
 - (iii) retain until at least five (5) years after DFID has received the Audit Reports for the fiscal year in which the last disbursement of any Contribution was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing the

expenditures and ensure that such records and accounts are included in the annual audit of the PIDG Trust and PIDG Ltd.

8. Misuse of funds:

- (i) DFID has the right, if either the PIDG Trust or PIDG Ltd have misused funds comprising the Contribution in any way, to repayment of the disbursed amount, wholly or in part, from the PIDG Trust. DFID may withhold any disbursement if any misuse of funds comprising the Contribution may be suspected.

9. The arrangement set out in this Letter of Arrangement will terminate on the earlier of:


- (i) 31 March 2022 unless extended by DFID;
- (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.

On termination of the arrangement in accordance with this paragraph 9, any Contribution provided by DFID that has not been applied to meet General Administration Costs will, at DFID's request, be returned to DFID.

10. DFID will not be responsible for any claim made by any person employed or otherwise engaged by the PIDG Trust in respect of the termination of their employment as a result of the termination or expiry of this Letter of Arrangement.

11. This letter may be signed in counterparts.

For and on behalf of DFID:


..... TONY BURDON

For and on behalf of the Private Infrastructure Development Group Trust:

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SG Hambros Trust Company Limited

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SG Hambros Trust Company Limited

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Multiconsult Trustees Limited

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For and on behalf of the Private Infrastructure Development Group Trust:



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