

Amendment letter

To:

Aberdeen Global Infrastructure Partners LP (acting through its general partner, Aberdeen Global Infrastructure GP Limited) (as **Borrower**)

Aberdeen Global Infrastructure GP Limited (as **General Partner**)

NongHyup Bank acting as trustee of Shinhan AIM Infrastructure Fund 10 (as **Lender**)

NongHyup Bank acting as trustee of Hanwha US AUS PPP Private Fund 2 (as **Lender**)

CSC Trustees Limited (as **Security Agent**)

7th May 2021

FACILITY AGREEMENT DATED 14 APRIL 2021 ENTERED INTO BY ABERDEEN GLOBAL INFRASTRUCTURE PARTNERS LP (ACTING THROUGH ITS GENERAL PARTNER, ABERDEEN GLOBAL INFRASTRUCTURE GP LIMITED)(AS BORROWER), ABERDEEN GLOBAL INFRASTRUCTURE GP LIMITED (ACTING IN ITS CAPACITY AS GENERAL PARTNER OF ABERDEEN GLOBAL INFRASTRUCTURE PARTNERS LP), NONGHYUP BANK ACTING AS TRUSTEE OF SHINHAN AIM INFRASTRUCTURE FUND 10 AND NONGHYUP BANK ACTING AS TRUSTEE OF HANWHA US AUS PPP PRIVATE FUND 2 (AS LENDERS), CSC CAPITAL MARKETS (IRELAND) LIMITED (AS AGENT) AND CSC TRUSTEES LIMITED (AS SECURITY AGENT) (THE "FACILITY AGREEMENT")

1. All terms not otherwise defined in this letter shall have the meanings ascribed to them in the Facility Agreement. Clause 1.2 (*Construction*), 1.3 (*Currency symbols and definitions*), 1.4 (*Third Party Rights*) and 1.5 (*Limited recourse*) of the Facility Agreement shall apply to this letter as if expressly set out in this letter with the necessary changes being made and with each reference in the Facility Agreement to "this Agreement" (or to like references) being deemed to be a reference to this letter. In addition, in this letter, references to Clauses are references to Clauses of the Facility Agreement unless otherwise specified.
2. With effect from the date on which the last signature to this letter is received by the Agent, the Facility Agreement shall be amended as follows in Clause 1.1 (*Definitions*):
 - (a) the definition "Availability Period" shall be deleted in full and replaced with:

"**Availability Period**" means the period from and including the date of this Agreement to and including the first to occur of the Completion Date (as defined in the Purchase Agreement) or termination of the Purchase Agreement."
 - (b) the definition "Cash Sweep Prepayment Schedule" shall be deleted in full and replaced with:

"**Cash Sweep Prepayment Schedule**" means the prepayment schedule set out in Schedule 7 (*Cash Sweep Prepayment Schedule*) or such other prepayment schedule as the Borrower and the Agent may agree on or around the Completion Date (as defined in the Purchase Agreement) or pursuant to Clause 7.1(a)(v) (*Cash sweep*) or 7.1(c) (*First distribution following resolution of the Adelaide Dispute*)."
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4. We refer to Clause 33.2(e) (*All Lender matters*) pursuant to which an extension of the Availability Period requires the prior consent of all Lenders. This letter constitutes an amendment as contemplated by Clause 33 (*Amendments and Waivers*) and the Agent is entering into this letter on the instructions of all the Lenders.
5. This letter is hereby designated by the Agent and the Borrower as a Finance Document.
6. This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
7. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. The provisions of Clause 37 (*Enforcement*) of the Facility Agreement shall apply to this letter *mutatis mutandis* as if set out in full in this letter.

Please acknowledge and accept the terms of this letter by signing and returning a copy of this letter.

Yours faithfully



For and on behalf of

Ian GARVAN

CSC Capital Markets (Ireland) Limited

AUTHORISED SIGNATORY

(as Agent)

On duplicate:

We hereby acknowledge and accept the amendments contained in your letter dated
2021 of which this is a duplicate and confirm our agreement to the terms and conditions
therein contained.

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For and on behalf of

Aberdeen Global Infrastructure Partners LP

(acting through its general partner, Aberdeen Global Infrastructure GP Limited)

(as Borrower)

Date:

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For and on behalf of

Aberdeen Global Infrastructure GP Limited

(acting in its capacity as general partner of Aberdeen Global Infrastructure Partners LP)

Date:

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For and on behalf of

NongHyup Bank

acting as trustee of Shinhan AIM Infrastructure Fund 10

(as Lender)

Date:

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For and on behalf of

NongHyup Bank

acting as trustee of Hanwha US AUS PPP Private Fund 2

(as Lender)

Date:

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For and on behalf of

CSC Trustees Limited

(as Security Trustee)

Date:

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For and on behalf of

Ian GARVAN

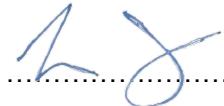
CSC Capital Markets (Ireland) Limited

AUTHORISED SIGNATORY

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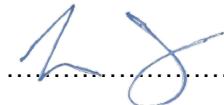
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(acting through its general partner, Aberdeen Global Infrastructure GP Limited)

(as Borrower)

Date: 7 May 2021



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For and on behalf of

Aberdeen Global Infrastructure GP Limited

(acting in its capacity as general partner of Aberdeen Global Infrastructure Partners LP)

Date: 7 May 2021

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For and on behalf of

NongHyup Bank

acting as trustee of Shinhan AIM Infrastructure Fund 10

(as Lender)

Date:

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For and on behalf of

NongHyup Bank

acting as trustee of Hanwha US AUS PPP Private Fund 2

(as Lender)

Date:

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For and on behalf of

CSC Trustees Limited

(as Security Trustee)

Date:

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(as Borrower)

Date:

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For and on behalf of

Aberdeen Global Infrastructure GP Limited

(acting in its capacity as general partner of **Aberdeen Global Infrastructure Partners LP**)

Date:

Choi Eun So
Manager



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For and on behalf of

NongHyup Bank

acting as trustee of **Shinhan AIM Infrastructure Fund 10**

(as Lender)

Date: 7 May 2021

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For and on behalf of

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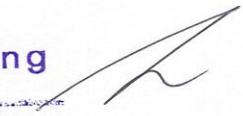
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acting as trustee of Shinhan AIM Infrastructure Fund 10

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Date:

Park Chan Yong
Manager



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For and on behalf of

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