

DATED 20 September 2023

**THE LORDS COMMISSIONERS OF HIS MAJESTY'S
TREASURY**

- and -

UK INFRASTRUCTURE BANK LIMITED

EXECUTION VERSION

**AMENDMENT AND RESTATEMENT AGREEMENT
in relation to a
SOVEREIGN INFRASTRUCTURE GUARANTEE (SIG)**



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THIS AGREEMENT is entered into on 20 September 2023

BETWEEN:

- (1) **The Lords Commissioners of His Majesty's Treasury**, of 1 Horse Guards Road, London SW1A 2HQ ("HMT"); and
- (2) **UK Infrastructure Bank Limited**, a private limited company incorporated in England and Wales (with company number 06816271) having its registered office at One Embankment, Neville Street, Leeds, England, LS1 4DW ("UKIB").

WHEREAS:

- (A) HMT and UKIB entered into the Original Sovereign Infrastructure Guarantee (as defined below) on 2 February 2023.
- (B) HMT and UKIB have agreed to amend and restate the Original Sovereign Infrastructure Guarantee pursuant to clause 2 (*Amendment and Restatement*).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Incorporation of defined terms:** Unless otherwise provided (including in the rest of this clause 1) or unless the context otherwise requires, all words and expressions defined in the Original Sovereign Infrastructure Guarantee shall have the same respective meanings in this Agreement.

1.2 **Definitions:** In addition, in this Agreement the following expressions shall have the following meanings:

"**Amended and Restated Sovereign Infrastructure Guarantee**" means the amended and restated Original Sovereign Infrastructure Guarantee in the form set out in the Appendix to this Agreement.

"**Effective Date**" means the date of this Agreement.

"**Original Sovereign Infrastructure Guarantee**" means the Sovereign Infrastructure Guarantee (SIG) dated 2 February 2023 between HMT and UKIB.

"**Party**" means a party to this Agreement.

1.3 **Incorporation of terms:** Clause 1.2 (*Interpretation*) of the Original Sovereign Infrastructure Guarantee shall apply to this Agreement as if it were expressly set out in this Agreement with the necessary changes being made and with each reference in the Original Sovereign Infrastructure Guarantee to "this Agreement" (or to like references) being deemed to be a reference to this Agreement.

1.4 **Clauses and Schedules:** In this Agreement, any reference to a "clause" or a "Schedule" is, unless the context otherwise requires, a reference to a clause of, or a Schedule to, this Agreement.

2. AMENDMENT AND RESTATEMENT

With effect on and from the Effective Date, the Original Sovereign Infrastructure Guarantee is amended and restated so that it is read and construed for all purposes as set out in the Appendix (*The Amended and Restated Sovereign Infrastructure Guarantee*).

3. **CONSTRUCTION**

3.1 **Confirmation:** Subject to clause 2 (*Amendment and restatement*) and except where inconsistent with the provisions of this Agreement, the terms of the Original Sovereign Infrastructure Guarantee are confirmed and shall remain in full force and effect.

3.2 **Interpretation:** As of and after the Effective Date, the Original Sovereign Infrastructure Guarantee and this Agreement shall be read and construed as one document and references in the Original Sovereign Infrastructure Guarantee shall be read and construed as references to the Original Sovereign Infrastructure Guarantee as amended and restated by this Agreement, unless otherwise stated.

4. **BINDING NATURE AND FURTHER ASSURANCE**

4.1 **Binding nature:** The Parties hereby agree that, with effect on and from the Effective Date, they shall be bound by the terms of the Amended and Restated Sovereign Infrastructure Guarantee.

4.2 **Further assurance:** Each Party shall, at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5. **MISCELLANEOUS**

Incorporation of terms: The provisions of clause 7 (*Partial invalidity and breach of law*) and clause 11 (*Counterparts*) of the Original Sovereign Infrastructure Guarantee shall apply to this Agreement as if it were expressly set out in this Agreement with the necessary changes being made and with each reference in the Original Sovereign Infrastructure Guarantee to "this Agreement" (or to like references) being deemed to be a reference to this Agreement.

6. **GOVERNING LAW AND JURISDICTION**


6.1 **Governing law:** This Agreement is governed by the laws of England.

6.2 **Jurisdiction:** The provisions of clause 7 (*Enforcement*) of the Original Sovereign Infrastructure Guarantee shall apply to this Agreement as if it were expressly set out in this Agreement with the necessary changes being made and with each reference in the Original Sovereign Infrastructure Guarantee to "this Agreement" (or to like references) being deemed to be a reference to this Agreement.

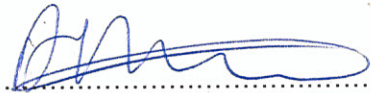
This Agreement has been entered into by the Parties on the date stated at the beginning of this Agreement.

EXECUTION PAGE

EXECUTED as a DEED by)
LORD COMMISSIONER OF)
HIS MAJESTY'S TREASURY)
in the presence of:)


.....
Lord Commissioner of His Majesty's Treasury

Witness' signature:


.....

Name (print):

ANDREA HASTICK
.....

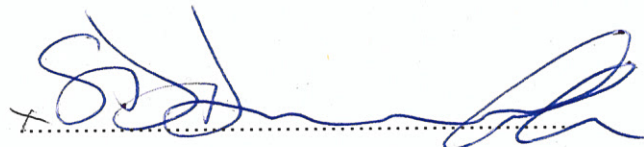
Occupation:

Cust. servant
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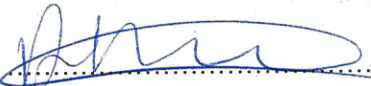
Address:

HM Treasury 1 Horse Guards Rd
London SW1A 2HQ
.....

EXECUTED as a DEED by)
LORD COMMISSIONER OF)
HIS MAJESTY'S TREASURY)
in the presence of:)


.....
Lord Commissioner of His Majesty's Treasury

Witness' signature:


.....

Name (print):

ANDREA HASTICK
.....

Occupation:

Cust. servant
.....

Address:

HM Treasury 1 Horse Guards Rd
London SW1A 2HQ
.....

EXECUTION PAGE (CONT.)

UNDER A POWER OF
ATTORNEY DATED
29 MARCH 2023

EXECUTED as a DEED by)

UK INFRASTRUCTURE)
BANK LIMITED)

in the presence of:)

) 
)
) Director CHIEF OPERATING OFFICER)

JAMES ALASDAIR EMMETT


Name

Witness' signature:

Name (print):

Occupation:

Address:


.....
DAVINDEE MANN
.....
SOLICITOR
.....
UK INFRASTRUCTURE BANK
.....
ONE EMBANKMENT
.....
NEVILLE ST
.....
LEEDS LS1 4DW

APPENDIX

The Amended and Restated Sovereign Infrastructure Guarantee

[**inserted overleaf**]

DATED 2 February 2023
(as amended by way of an Amendment and
Restatement Agreement dated 20 September 2023)

**THE LORDS COMMISSIONERS OF
HIS MAJESTY'S TREASURY**

- and -

UK INFRASTRUCTURE BANK LIMITED

**SOVEREIGN INFRASTRUCTURE GUARANTEE (SIG)
as amended and restated pursuant to
an Amendment and Restatement Agreement**

EXECUTION VERSION



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SOVEREIGN INFRASTRUCTURE GUARANTEE (SIG)

THIS AGREEMENT is initially dated 2 February 2023 (and any reference to "the date of this Agreement" shall be read as that date) and is set out below as further amended and restated pursuant to the Amendment and Restatement Agreement (as defined below).

BETWEEN:

- (1) **The Lords Commissioners of His Majesty's Treasury**, of 1 Horse Guards Road, London SW1A 2HQ ("**HMT**"); and
- (2) **UK Infrastructure Bank Limited**, a private limited company incorporated in England and Wales (with company number 06816271) having its registered office at One Embankment, Neville Street, Leeds, England, LS1 4DW ("**UKIB**").

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Amendment and Restatement Agreement" means the amendment and restatement agreement relating to this Agreement dated 20 September 2023 between HMT and UKIB.

"Applicable Claimant" means, in relation to a Covered Guarantee and a Claim thereunder:

- (a) if a Qualifying Notice of Assignment has not been delivered by UKIB to HMT pursuant to clause 4.2(a) (*Security assignment to Covered Beneficiaries*) in relation to that Covered Guarantee, UKIB;
- (b) if a Qualifying Notice of Assignment has been delivered by UKIB to HMT pursuant to clause 4.2(a) (*Security assignment to Covered Beneficiaries*) in relation to that Covered Guarantee but the condition set out in clause 4.2(b)(v)(2) (*Security assignment to Covered Beneficiaries*) has not been satisfied, UKIB; or
- (c) if a Qualifying Notice of Assignment has been delivered by UKIB to HMT pursuant to clause 4.2(a) (*Security assignment to Covered Beneficiaries*) in relation to that Covered Guarantee and the condition set out in clause 4.2(b)(v)(2) (*Security assignment to Covered Beneficiaries*) has been satisfied, UKIB or the relevant Covered Beneficiary.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Claim" has the meaning given to it in clause 3.1(a) (*Payment of Claims*).

"Claim Amount" has the meaning given to it in clause 3.1(a) (*Payment of Claims*).

"Claim Notice" means, in relation to a Covered Guarantee, a notice in materially the same form set out in Schedule 3 (*Form of Claim Notice*) delivered by the Applicable Claimant to HMT pursuant to clause 3.1(a) (*Payment of Claims*) or clause 4.2(b)(v)(3) (*Security assignment to Covered Beneficiaries*).

"Claim Representation" means each of the representations and warranties set out in Schedule 1 (*Claim Representations*).

"Covered Agreement" means, in relation to a Covered Obligation, the one or more agreements constituting and/or evidencing that Covered Obligation.

"Covered Beneficiary" means, in relation to a Covered Guarantee, the person or persons who is/are a party to that Covered Guarantee as beneficiary thereof, which may be acting for itself/themselves and/or on behalf of others.

"Covered Creditor" means, in relation to a Covered Obligation, any lender, bondholder or other person who is at any time a creditor of and who is owed all or any part of that Covered Obligation.

"Covered Demand" means, in relation to a Covered Guarantee:

- (a) any demand or claim made by the relevant Covered Beneficiary on UKIB pursuant to that Covered Guarantee; or
- (b) any Deemed Covered Demand which is delivered to HMT.

"Covered Guarantee" means a Qualifying Guarantee issued by UKIB which becomes a Covered Guarantee pursuant to clause 2.1 (*Presentation of Inclusion Notices*).

"Covered Obligation" means, in relation to a Covered Guarantee, the relevant payment obligation, debt, performance obligation or other obligation which is covered by that Covered Guarantee.

"Covered Obligor" means, in relation to a Covered Obligation, the one or more persons who is/are the obligors or debtor(s) of and who owe that Covered Obligation.

"Covered Project" means, in relation to a Covered Obligation, the project, transaction or other subject matter to which that Covered Obligation relates.

"Deemed Covered Demand" means, in relation to a Covered Guarantee, any demand or claim addressed by the relevant Covered Beneficiary to UKIB pursuant to that Covered Guarantee (and complying with the requirements for a valid demand or claim as per the terms of that Covered Guarantee, save for the requirement for it to be delivered to UKIB), but delivered instead to HMT by email in compliance with clause 6 (*Communications*) provided that at that time it was not possible for that demand or claim to be made on UKIB because UKIB had been dissolved, struck off or had otherwise ceased to exist.

"Disposal" means any sale, lease, transfer or other disposal, and **"Dispose"** shall have the corresponding meaning.

"Guarantee Limit" means, in relation to a guarantee at any time, the maximum aggregate amount that may be claimed by the relevant beneficiary(ies) under such guarantee at that time or, if there is no such maximum expressly set out in that guarantee, the maximum principal amount (taking into account any gross up obligation) covered by that guarantee at that time.

"Inclusion Notice" means, in relation to a Qualifying Guarantee, the notice in materially the same form set out in Schedule 2 (*Form of Inclusion Notice*) delivered by UKIB to HMT pursuant to clause 2.1 (*Presentation of Inclusion Notices*).

"Parties" means HMT and UKIB as parties to this Agreement.

"Permitted Security Assignment" means, in relation to a Covered Guarantee and any Covered Demands thereunder:

- (a) an assignment by way of security (expressed to be governed by English law) granted by UKIB in favour of the relevant Covered Beneficiary;
- (b) which is an assignment of all UKIB's present and future rights, title and interest in and to this Agreement (including the right to submit Claim Notices and the right to receive Claim Amounts) in so far as such rights, title and interest arise from or relate to that Covered Guarantee and/or any Claim Notices relating to such Covered Demands; and
- (c) such assignment is given as security for UKIB's obligations to such Covered Beneficiary to pay claims pursuant to any such Covered Demands.

"Qualifying Guarantee" means a guarantee issued by UKIB which:

- (a) may be denominated in any currency; and
- (b) must not have a Guarantee Limit of more than £10 billion (or equivalent in another currency using the spot rate (as selected by UKIB) of exchange prevailing at the end of the Business Day before such issuance).

"Qualifying Notice of Assignment" means a notice of assignment in materially the same form set out in Schedule 4 (*Form of Qualifying Notice of Assignment*) addressed to HMT and executed by UKIB.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"UK" or **"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Agreement;
 - (ii) this **"Agreement"** or any other agreement or instrument is a reference to this Agreement or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (iv) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness or other contractual obligations;
 - (v) a provision of law is a reference to that provision as amended or re-enacted;

- (vi) "**day**" means a normal calendar day, whether or not it is a Business Day;
 - (vii) a time of day is a reference to London time;
 - (viii) the singular includes a reference to the plural, and vice versa;
 - (ix) "**including**" means "**including without limitation**" (and "**includes**" or any similar concept is interpreted accordingly).
- (b) Clause and schedule headings are for ease of reference only.
- (c) Unless a contrary indication appears, a term used in any notice given under or in connection with this Agreement has the same meaning in that notice as in this Agreement.

1.3 **Currency symbols and definitions**

"£", "**GBP**" and "**sterling**" denote the lawful currency of the United Kingdom.

1.4 **Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement, other than as set out in clause 4.2(b)(vii) (*Security assignment to Covered Beneficiaries*).

2. **AUTOMATIC INCLUSION**

2.1 **Presentation of Inclusion Notices**

UKIB may at any time deliver an Inclusion Notice to HMT in relation to any Qualifying Guarantee which UKIB has issued (such Inclusion Notice must attach a copy of such Qualifying Guarantee), whereupon such Qualifying Guarantee shall become a Covered Guarantee with effect from the date on which such Qualifying Guarantee was issued.

2.2 **Acknowledgments of receipt of Inclusion Notices**

HMT will as soon as is practicable in writing acknowledge receipt of each Inclusion Notice by email.

3. **CLAIMS**

3.1 **Payment of Claims**

- (a) If at any time a Covered Demand is made (and provided a copy is delivered on the same day by the relevant Covered Beneficiary to HMT by email in compliance with clause 6 (*Communications*)), the Applicable Claimant may, by delivering a Claim Notice to HMT, make a claim (a "**Claim**") on HMT for payment of a sum in the relevant currency equal to:
- (i) (where clause 4.2(b)(v) (*Security assignment to Covered Beneficiaries*) does not apply) the amount demanded in that Covered Demand, if and to the extent payable by UKIB under that Covered Demand; or
 - (ii) (where clause 4.2(b)(v) (*Security assignment to Covered Beneficiaries*) applies) the Covered Beneficiary Claim Amount,

(the "**Claim Amount**"). To avoid doubt, there cannot be more than one Claim covering the same Covered Demand or part thereof, and HMT shall have no liability to any person in relation to any such subsequent or overlapping Claim.

(b) Provided that the conditions set out in clause 3.3 (*Validity of Claims*) have been satisfied, and subject to clauses 3.4 (*No obligation to pay Claims*) and 4.2(b)(v) (*Security assignment to Covered Beneficiaries*), HMT shall pay to:

(i) UKIB; or

(ii) in the circumstances where clause 4.2(b)(ii) (*Security assignment to Covered Beneficiaries*) applies, the relevant Covered Beneficiary (and not to UKIB because of UKIB having assigned to the Covered Beneficiary (pursuant to the Permitted Security Assignment) its right to receive such payment),

an amount in the relevant currency equal to the Claim Amount by 4pm on the second Business Day after (but not including) the date the Claim Notice is delivered to HMT. Paragraph (ii) above shall apply notwithstanding that UKIB may have been dissolved, struck off, or may have otherwise ceased to exist.

(c) HMT's payment obligation under paragraph (b) above shall be satisfied by HMT without set-off or counterclaim and notwithstanding:

(i) any misrepresentation (other than in relation to Claim Representations as contemplated by clause 3.4 (*No obligation to pay Claims*)) by UKIB under this Agreement;

(ii) any breach by UKIB of this Agreement; or

(iii) any liability of UKIB to make any payment to HMT under any indemnity or other payment obligation under this Agreement.

(d) Paragraph (c) above shall not affect HMT's right to claim damages for misrepresentation or breach of contract, or to exercise any other right that it may have in relation thereto or arising therefrom, provided that no such claim, right or exercise shall be grounds for HMT avoiding, delaying or reducing its payment obligation under paragraph (b) above.

(e) HMT waives any right it may have of first requiring UKIB or the Applicable Claimant to proceed against or enforce any other rights or security, or claim payment from any person, before claiming from HMT under this clause 3.1. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

(f) Notwithstanding any other provision of this Agreement, HMT's payment obligation under paragraph (b) above in relation to a Covered Guarantee will not be affected by any unenforceability, illegality or invalidity of any obligation of UKIB under this Agreement, that Covered Guarantee, the relevant Permitted Security Assignment, or any other document or security, provided this paragraph (f) shall not apply if such unenforceability, illegality or invalidity arises from the fraud, gross negligence or wilful default of the relevant Covered Beneficiary.

3.2 Claim Representations

On the date on which a Claim Notice is delivered to HMT, the Applicable Claimant who delivers the Claim Notice makes the Claim Representations to HMT.

3.3 **Validity of Claims**

The following conditions shall be required to be satisfied in order for a Claim to be valid:

- (a) a Covered Demand has been made pursuant to a Covered Guarantee;
- (b) the relevant Covered Beneficiary has delivered to HMT a copy of that Covered Demand, on the same day that it is delivered to UKIB in compliance with clause 6 (*Communications*), save that this paragraph (b) shall not apply to a Deemed Covered Demand;
- (c) the relevant Claim Notice by which that Claim is made specifies that Covered Demand as the basis for that Claim and the amount demanded in respect of that Claim does not exceed the amount payable or (as the case may be, that amount which would have been payable but for UKIB having been dissolved, struck off or having otherwise ceased to exist) by UKIB in respect of that Covered Demand;
- (d) the relevant Claim Notice has been delivered by the Applicable Claimant to HMT in accordance with clause 6 (*Communications*);
- (e) the relevant Claim Notice is delivered to HMT no later than 30 days (or such longer period as may be agreed by HMT) after that Covered Demand was delivered;
- (f) the relevant Claim Notice is accompanied by copies of:
 - (i) that Covered Demand;
 - (ii) that Covered Guarantee; and
 - (iii) the relevant Covered Agreement.

3.4 **No obligation to pay Claims**

In relation to a Covered Guarantee and a Claim in relation to it:

- (a) if any Claim Representation was untrue, inaccurate or misleading in any material respect when it was given; or
- (b) if fraud has occurred and applicable law provides that as a result of that fraud HMT has no obligation to pay the relevant Claim Amount,

then HMT shall have no obligation to pay the relevant Claim Amount.

3.5 **Clawback**

In relation to a Covered Guarantee and a Claim in relation to it, if:

- (a) any Claim Representation was untrue, inaccurate or misleading in any material respect when it was given; or
- (b) that Claim was made fraudulently,

and HMT has paid the relevant Claim Amount, UKIB shall immediately repay such Claim Amount on demand following such demand for repayment having been made by HMT.

3.6 **Clawback in an insolvency of UKIB**

If in relation to a Covered Guarantee the relevant Covered Beneficiary or any relevant Covered Creditor is compelled to repay any payment made by UKIB under that Covered Guarantee as a result of UKIB having entered into any insolvency proceedings or having been dissolved, struck off or otherwise having ceased to exist, and but for such circumstances UKIB would otherwise have been liable to make such payment under that Covered Guarantee, clause 4.2(b)(v) (*Security assignment to Covered Beneficiaries*) shall nevertheless apply as if such payment from UKIB had not been made.

4. **TRANSFERABILITY**

4.1 **Negative pledge and no disposals**

UKIB shall not assign, transfer, novate or otherwise Dispose of this Agreement or any of its rights, title, interest, obligations or liabilities under this Agreement (including the right to receive any Claim Amount), or grant or declare any Security, trust or similar interest to any person over, in or in relation to this Agreement or any of its rights, title, interest, obligations or liabilities under this Agreement, other than pursuant to a Permitted Security Assignment.

4.2 **Security assignment to Covered Beneficiaries**

If in relation to a Covered Guarantee UKIB executes a Permitted Security Assignment, the following provisions shall apply:

- (a) UKIB shall promptly but in any event within five Business Days deliver a Qualifying Notice of Assignment to HMT in accordance with clause 6 (*Communications*) (and any notice purporting to be a notice of assignment in any other form, or delivered by any other person (including a Covered Beneficiary), shall not be valid or have any effect or be binding on HMT).
- (b) If such a Qualifying Notice of Assignment is so delivered to HMT at any time, HMT irrevocably agrees in favour of the relevant Covered Beneficiary in relation to that Covered Guarantee that:
 - (i) as soon as is practicable but in any event within five Business Days, it shall acknowledge receipt in writing, by email;
 - (ii) it shall pay any Claim Amount which is at any time due by it pursuant to clause 3.1(b) (*Payment of Claims*) arising from a Claim Notice made in relation to such Covered Guarantee directly to the relevant Covered Beneficiary in accordance with the terms of the Qualifying Notice of Assignment (and this paragraph (ii) shall apply notwithstanding if at that time UKIB has been dissolved, struck off or has otherwise ceased to exist);
 - (iii) it shall pay such Claim Amount in full (as contemplated by clause 3.1(c) (*Payment of Claims*));
 - (iv) it shall promptly notify the relevant Covered Beneficiary if it has received, or receives at any time, notice of any other person's right or claim over any of UKIB's rights, title and interest in and to this Agreement arising from or relating to such Covered Guarantee;
 - (v) if:

- (1) a Covered Demand has been delivered by the relevant Covered Beneficiary pursuant to such Covered Guarantee;
- (2) UKIB has not paid such Covered Demand to such relevant Covered Beneficiary in full on or by the due date for payment thereof; and
- (3) the Covered Beneficiary serves a Claim Notice on HMT in accordance with clause 3 (*Claims*) and:
 - (aa) such Claim Notice complies with the conditions of clause 3 (*Claims*);
 - (bb) such Claim Notice demands an amount (the "**Covered Beneficiary Claim Amount**") equal to the sum due but not so paid by UKIB to such Covered Beneficiary;
 - (cc) such Claim Notice is delivered by email in compliance with clause 6 (*Communications*); and
 - (dd) the Claim Representations are true, accurate and not misleading in all material respects as at the date such Claim Notice is delivered,

then, in consideration of, and with reliance upon, each undertaking and representation given by the Covered Beneficiary in such Claim Notice, HMT shall, in accordance with clause 3 (*Claims*) and the provisions of the relevant Qualifying Notice of Assignment, pay the relevant to sum to the Covered Beneficiary (and not to UKIB because of UKIB having assigned to the Covered Beneficiary (pursuant to the Permitted Security Assignment) its right to receive such payment) (and such payment obligation of HMT shall apply notwithstanding if at that time UKIB has been dissolved, struck off or has otherwise ceased to exist);

- (vi) if it or UKIB makes any amendment to this Agreement, or grants any waiver in relation to this Agreement, or terminates or cancels all or any part of this Agreement, such amendment, waiver, termination or cancellation shall not apply to, nor have any effect on or in relation to such Covered Guarantee and related Claims;
- (vii) the relevant Covered Beneficiary may, pursuant to the Contract (Rights of Third Parties) Act 1999, enjoy the benefit and enforce the provisions of this paragraph (b) and any other provision of this Agreement which relates to or supplements the provisions of this paragraph (b) including the following:
 - (1) clause 3.1(a) to (c) (*Payment of Claims*);
 - (2) clause 3.6 (*Clawback in an insolvency of UKIB*)
 - (3) clause 4.3(b) and (c) (*Transfer by HMT*);
 - (4) clause 12 (*Governing law*); and
 - (5) clause 13 (*Enforcement*).

- (c) No Covered Beneficiary may:

- (i) assign, transfer, novate or otherwise Dispose of this Agreement or any of its rights, title, interest, obligations or liabilities under this Agreement (including the right to receive any Claim Amount); or
- (ii) grant or declare any Security, trust or similar interest to any person (other than in favour of the Covered Creditors (if applicable)),

over, in or in relation to this Agreement or any of its rights, title, interest, obligations or liabilities under this Agreement unless:

- (1) it is not prohibited from doing so under the terms of the Covered Guarantee; and
- (2) any such action is carried out at the same time as the corresponding action under that Covered Guarantee is carried out,

and it is a condition to the permission set out in this paragraph (c) that the relevant Covered Beneficiary notifies HMT in writing as soon as practicable of any such action and in any event within two Business Days.

4.3 **Transfer by HMT**

- (a) The rights and obligations of HMT under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to a public body acquiring the whole of the rights and the obligations of HMT under this Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of HMT under this Agreement, and being:
 - (i) a Minister of the Crown (within the meaning of the Ministers of the Crown Act 1975) whether pursuant to a transfer of functions order(s) under sections 1 and/or 2 of the Ministers of the Crown Act 1975), or pursuant to any other assignment, novation or transfer mechanism effected in accordance with generally applicable law; or
 - (ii) another public body whose obligations under this Agreement are unconditionally and irrevocably guaranteed by HMT or a Minister of the Crown having the legal capacity, power and authority to perform the obligations of HMT under this Agreement,

(such entity, the “**Incoming Counter-Guarantor**”), provided that:

- (1) this Agreement (or a replacement on materially the same terms) provides no lesser degree of support and assurance to Covered Guarantees following such assignment, novation or transfer (or replacement) as would have obtained had the assignment, novation or transfer (or replacement) not occurred; and
 - (2) UKIB Security Assignments (or their replacements on materially the same terms) continue to have the same effect in relation to the relevant Covered Beneficiaries and Covered Guarantees (to which they relate) following such assignment, novation or transfer (or replacement), as they would have had, had the assignment, novation or transfer (or replacement) not occurred.
- (b) Promptly following a transfer of rights and obligations under paragraph (a) above, the Incoming Counter-Guarantor shall deliver a notice to UKIB in writing addressed

to UKIB and "all present and future Covered Beneficiaries" stating that a transfer of rights and obligations under paragraph (a) above has occurred and that the Incoming Counter-Guarantor is bound by this Agreement in place of HMT. Upon delivery of such notice to UKIB, HMT will be released from its obligations under this Agreement to the extent that they are transferred to the Incoming Counter-Guarantor.

- (c) Following receipt of a notice under paragraph (b) above, UKIB shall promptly deliver a copy of such notice to each Covered Beneficiary.

5. PAYMENT MECHANICS

5.1 Payments to the Parties

Payment by one Party to the other Party shall be made to such account in London and with such bank as the receiving Party, in each case, specifies from time to time.

5.2 Business Days

Any payment under this Agreement which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

5.3 Currency of account

- (a) Any payment pursuant to, or relating to, a Claim Notice shall be made in the currency of the relevant Covered Guarantee.
- (b) For all other payments, GBP is the currency of account and payment for any sum due from one Party to the other Party under this Agreement.

5.4 Gross up

- (a) Subject to paragraph (b) below, any payment by HMT under this Agreement shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political subdivision or taxing authority therein or thereof, unless the withholding or deduction is required by law. In that event, HMT will pay such additional amount (if any) as may be necessary in order that the net amount received by UKIB or (as the case may be) the relevant Covered Beneficiary after the withholding or deduction shall equal the respective net amount which would have been receivable by such recipient.
- (b) Paragraph (a) above shall not apply if and to the extent there is any doubling up or double counting with any gross up obligation of, or grossed up payment made by, UKIB under or pursuant to the relevant Covered Guarantee.

6. COMMUNICATIONS

6.1 Communications in writing

- (a) Subject to paragraph (b) below, any communication or notice to be made under or in connection with this Agreement shall, unless otherwise agreed by HMT, be made in writing and, unless otherwise stated, may be made by letter or email (and, unless expressly agreed otherwise by the Parties, to avoid doubt, not by fax).

- (b) Notwithstanding any other provisions of this Agreement, Inclusion Notices, Claim Notices and Qualifying Notices of Assignment may only be delivered by email in accordance with clauses 4.2(b)(v)(3)(cc) (*Security assignment to Covered Beneficiaries*) and clause 6.2 (*Addresses*).

6.2 **Addresses**

The address or email (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication, notice or document to be made or delivered under or in connection with this Agreement is as follows:

(a) **UKIB**

Address: One Embankment
Neville Street
Leeds LS1 4DW
Email: portfolio.management@ukib.org.uk
Attention: Portfolio Management

(b) **HMT**

Address: HM Treasury
1 Horse Guards Road
London SW1A 2HQ
Email: sovereigninfrastructureguarantee@hmtreasury.gov.uk
Attention: Finance Business Partner

or any substitute address, email or department or officer as the Party may notify to the other Party by not less than ten Business Days' notice.

6.3 **Delivery**

Any communication, notice or document :

- (a) made or delivered by one person to another under or in connection with this Agreement will only be effective when:
 - (i) (for email) it is actually received in readable form to the relevant email address; and
 - (ii) (for physical communications, notices or documents) it has been left at the relevant address or five Business Days after being deposited in the post in a postage prepaid envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 6.2 (*Addresses*), if addressed to that department or officer; and
- (b) which becomes effective, in accordance with paragraphs (a)(i) or (ii) above, after 5pm in the place of receipt shall be deemed only to become effective on the following day.

6.4 **English language**

- (a) Any communication or notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:

- (i) in English; or
- (ii) if not in English, and if so required by HMT, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

7. **PARTIAL INVALIDITY AND BREACH OF LAW**

7.1 **Partial invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

7.2 **No breach of law**

Notwithstanding any other provision of this Agreement, no Party shall be required to take any action or to pay any amount where:

- (a) the taking of that action or the payment of that amount would be unlawful in the UK, the place in which that action is to be taken, the place from which that payment is to be made or the place to which that payment is to be made; or
- (b) fraud has occurred and applicable law provides that as a result of that fraud such Party has no obligation to take such action or pay such amount.

8. **SURVIVAL OF AGREEMENT**

The provisions of this Agreement shall continue in force notwithstanding the dissolution, striking-off of UKIB, or UKIB otherwise ceasing to exist, and in particular any rights under this Agreement of any Covered Beneficiary shall continue.

9. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm any of this Agreement. No election to affirm this Agreement on the part of either Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10. **AMENDMENTS IN WRITING**

Unless otherwise specified in this Agreement, and subject to clause 4.2(b)(vi) (*Security assignment to Covered Beneficiaries*), no purported amendment to the terms of this Agreement shall be effective unless recorded in writing and signed on behalf of the Parties.

11. **COUNTERPARTS**

This Agreement 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 Agreement.

12. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) To the extent allowed by law, the Parties may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been entered into by each Party as a deed on the date stated at the beginning of this Agreement.

SCHEDULE 1

Claim Representations

In relation to a Claim, the Applicable Claimant represents and warrants that:

1. (this paragraph 1 shall not apply to a Deemed Covered Demand) the relevant Covered Demand was made in accordance with the terms of the relevant Covered Guarantee and UKIB is or (as the case may be) was liable to pay the amount demanded in such Covered Demand to the relevant Covered Beneficiary;
2. (this paragraph 2 shall apply to a Deemed Covered Demand) it was not possible for a Covered Demand to be made on UKIB because it has been dissolved, struck off or has otherwise ceased to exist, but UKIB would have been liable to pay the amount of the Claim had it been possible to make a Covered Demand on UKIB in the same amount but for such circumstances;
3. the Claim Notice is accurate in all material respects;
4. the Claim Notice only relates to one Covered Guarantee and one Claim; and
5. the amount of the Claim represents the amount due but unpaid by UKIB pursuant to the Covered Demand (or, in relation to a Deemed Covered Demand, would have been due but unpaid had it been possible to deliver such Covered Demand on UKIB), and takes account of any payment(s) already made by UKIB in settlement of the Covered Demand or Claim Notices submitted by UKIB.

SCHEDULE 2

Form of Inclusion Notice

From: **UK Infrastructure Bank Limited ("UKIB")**

To: **The Lords Commissioners of His Majesty's Treasury ("HMT").**

Date: {***}

INCLUSION NOTICE (No {*)}**

Dear Sirs

Sovereign Infrastructure Guarantee (SIG) dated {*} (the "Agreement") between HMT and UKIB**

1. We refer to the Agreement. This is an Inclusion Notice.
2. Pursuant to clause 2.1 (*Presentation of Inclusion Notices*), we hereby notify you that we have issued a Qualifying Guarantee which is to become a Covered Guarantee for the purposes of the Agreement.
3. The terms of such Qualifying Guarantee are as follows:
 - (a) Date: {***}
 - (b) Covered Beneficiary: {***}
 - (c) Currency: {***}
 - (d) Guarantee Limit: {***}
 - (e) Covered Agreement: {***}
 - (f) Covered Obligor: {***}
 - (g) Covered Project: {***}
4. We attach a copy of such Qualifying Guarantee.

Executed by
UK Infrastructure Bank Limited
acting by:

.....

Name: _____

Title: _____

.....

Name: _____

Title: _____

SCHEDULE 3

Form of Claim Notice

From: **{***insert name of Applicable Claimant***}** (the "Claimant")

To: **The Lords Commissioners of His Majesty's Treasury** ("HMT").

Date: **{***}**

CLAIM NOTICE (No {*})**

Dear Sirs

Sovereign Infrastructure Guarantee (SIG) dated {*} (the "Agreement") between HMT and UK Infrastructure Bank Limited ("UKIB")**

1. We refer to the Agreement. This is a Claim Notice.
2. We refer to the Inclusion Notice dated {***} relating to the following Covered Guarantee:
 - (a) Date: {***}
 - (b) Covered Beneficiary: {***}
 - (c) Currency: {***}
 - (d) Guarantee Limit: {***}
 - (e) Covered Agreement: {***}
 - (f) Covered Obligor: {***}
 - (g) Covered Project: {***}
3. We attach a copy of the Inclusion Notice.
4. A Covered Demand dated {***} for {***currency and amount***} has been made, and we attach a copy.
5. **{As contemplated by clause 3.1(a) (Payment of Claims) of the Agreement, we hereby make a Claim on HMT in an amount equal to the amount demanded in such Covered Demand.} OR **{As contemplated by clauses 3.1(a) (Payment of Claims) and 4.2(b)(v) (Security assignment to Covered Beneficiaries) of the Agreement, we hereby make a Claim on HMT in an amount equal to {***insert currency and amount of the relevant Covered Beneficiary Claim Amount***}.}*
6. **{Please pay the corresponding Claim Amount to the following account: {***insert details of account of UKIB}} OR **{We refer to the Qualifying Notice of Assignment dated {***} from UKIB to you, and we request that you pay the corresponding Claim Amount in accordance with such Qualifying Notice of Assignment.}*
7. ***{In consideration of HMT making any payment pursuant to this Claim Notice, we hereby irrevocably and unconditionally undertake to HMT that, if for any reason HMT was not obliged to make all or part of such payment pursuant to the terms of the Agreement and/or the relevant Qualifying Notice of Assignment including without limitation as a result of:*

- (a) any Claim Representation mentioned in paragraph {9} below being untrue, inaccurate or misleading in any material respect when it was given;
- (b) this Claim Notice is made fraudulently; or
- (c) any erroneous calculation made by any person,

we shall{, subject to any relevant provisions of the Security Sharing and Intercreditor Agreement,}¹ immediately upon demand at any time by HMT pay an amount to HMT equal to such payment or relevant part thereof.}

- 8. ****{We confirm that we are in compliance with clause 4.2(c) (Security assignment to Covered Beneficiaries) of the Agreement.}**
- 9. As contemplated by clause 3.2 (Claim Representations) of the Agreement, we hereby make the Claim Representations to HMT.

Executed by
{*insert name of Applicable Claimant***}**
 acting by:

.....

.....

Name: _____

Name: _____

Title: _____

Title: _____

*{DRAFTING NOTE: *denotes a field to be included when the Applicable Claimant is UKIB and ** denotes a field to be included when the Applicable Claimant is the Covered Beneficiary*

¹ Include the reference to the Security Sharing and Intercreditor Agreement if such an agreement is relevant to the relevant Covered Project.

SCHEDULE 4

Form of Qualifying Notice of Assignment

From: **UK Infrastructure Bank Limited**
To: **The Lords Commissioners of His Majesty's Treasury ("HMT")**
Copy to: {***name of beneficiary***} (the "**Beneficiary**")
Date: {***}

Dear Sirs

NOTICE OF ASSIGNMENT BY WAY OF SECURITY

1. We, UK Infrastructure Bank Limited, refer to:
 - (a) the Sovereign Infrastructure Guarantee (SIG) (governed by English law) dated [***] between HMT, as payer, and us, as payee (the "**SIG**"); and
 - (b) the inclusion notice dated on or about the date of this notice of assignment delivered by us to HMT relating to the {deed of guarantee} (governed by English law) dated on or about the date of this notice of assignment (the "**UKIB Guarantee**") issued by us, as guarantor, in favour of the Beneficiary.

2. We hereby give you notice that under a security assignment (governed by English law) dated on or about the date of this notice of assignment between us, as assignor, and the Beneficiary, as assignee (the "**UKIB Security Assignment**"), we have assigned, and agreed to assign, absolutely to the Beneficiary by way of security our present and future right:
 - (a) to make claims on HMT pursuant to the SIG; and
 - (b) to receive any proceeds of any claim made on HMT pursuant to the SIG,if and to the extent such rights relate to the UKIB Guarantee, together with any of the Guarantor's present and future rights, title, benefit, claims, proceeds and interest in and to the SIG which are ancillary to such rights or are otherwise necessary to give effect to the assignment of such rights by the Guarantor to the Beneficiary.

Please acknowledge receipt of this notice of assignment by [***].

This notice of assignment is governed by, and shall be construed in accordance with, English law.

Executed by
UK Infrastructure Bank Limited
acting by:

.....

Name: _____

Title:

EXECUTION PAGE

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