

Agreement Synopsis, Context and Review

Sector:	Water
Name of Agreement:	SFP HVAC ¹ Facility Agreement
Type of Agreement:	Facility Agreement
Year of Agreement/ Draft:	N/A (not signed)
Principal Author(s) Reviewed by:	Law firm of Corrs Chambers Westgarth Victoria Rigby Delmon, LEGPS, World Bank; Luiz Alcoforado, LEGPS, World Bank
Purpose and Context:	This SFP HVAC Facility Agreement was developed to be entered into by the Project Co., the Borrower, the Finance Co. No.2 and the Financier setting the terms on which the Financier agrees to provide financial accommodation under the SFP HVAC Facility requested by the Borrower.
Drafted for common law/ civil law jurisdiction:	Common Law
Main Features:	<p>This SFP HVAC Facility Agreement was drafted by the law firm of Corrs Chambers Westgarth to be entered by and between the Project Co. (AquaSure Pty Ltd); the Borrower (AquaSure Finance Pty Ltd); the Finance Co. No. 2 (AquaSure Finance No. 2 Pty Ltd); and the Financier (Treasury Corporation of Victoria). The Governing Law is that applicable in the State of Victoria.</p> <ul style="list-style-type: none">• The SFP HVAC Facilities and the SFP HVAC Facility Limits (clause 2)<ul style="list-style-type: none">○ Financier to provide financial accommodation under that SFP HVAC Facility requested by the Borrower or as otherwise required under this Agreement○ Borrower not to exceed maximum total amount of such financial accommodation (the “SFP HVAC Facility Limit”)○ SFP HVAC Financing Facility must only be used for the purposes of: (i) refinancing the HVAC Financing Facility; (ii) on-lending fund to the Project Co. pursuant to the Intercompany Loan to be used by the Project Co. to make payments to the D&C Contractor; and (iii) funding the interest and fees incurred in respect of Drawings for these purposes under this Document.• Formal rules for the Drawdown to be made under the SFP HVAC Facilities (e.g., conditions precedent; time and limits for Drawdown Notices; use of SFP HVAC Guarantee Facilities etc.) (clauses 3.1 to 3.3)• Use of SFP HVAC Financing Facility – Initial Drawdown (clause 3.4)<ul style="list-style-type: none">○ Formal rules if Financier wants to refinance and repay the HVAC Financing Facility

¹ HVAC stands for “High Voltage Alternating Current”.

- Conditions for Financier to refinance and repay the HVAC Financing Facility
- Use of SFP HVAC Financing Facility – Subsequent Drawdowns (clause 3.5)
 - Financier need not provide any further financial accommodation under the SFP HVAC Financing Facility unless it is satisfied that no Event of Default is continuing or would result from the accommodation being provided.
- Borrower agrees to pay interest on each Drawing under the SFP HVAC Financing Facility (clause 4), including on the occurrence of a Market Disruption Event (4.6)
- Repayment and Prepayments (clause 5)
 - Borrower to repay the total of all drawings under the SFP HVAC Financing Facility on the Maturity Date
 - Borrower may repay amounts outstanding under the SFP HVAC Financing Facility in full subject to the Borrower notifying the proposed prepayment to the Financier
 - Borrower may cancel the Undrawn Facility Limit for the SFP HVAC Financing Facility in whole or in part
- Payments (clause 6)
 - Formal rules for the manner of payment (date, hour, currency etc.)
- Obligors' Representations and Warranties (clause 7):
 - That obligations under each SFP HVAC Finance Document to which it is a party constitute a valid and legally binding obligation and is enforceable against it;
 - That no contravention will come from the execution, delivery and performance of its obligations under and compliance with each SFP HVAC Finance Document to which it is a party;
 - That all conditions required by any law to be fulfilled or done have been fulfilled and done; and all material authorizations required are in full force and effect and have been complied with in all material aspects;
 - That no insolvency event has occurred in relation to it; and
 - That all written information provided by it to the Financier in connection with the SFP HVAC Finance Documents is accurate and complete in all material respects
- Obligors' Undertakings to the Financier: (clause 8)
 - Notification to the Financier of a "Market Disruption Event"
 - Proceeds of any drawing under the HVAC Financing Facility (or the SFP HVAC Financing Facility) only drawn and applied in payment of amounts due to the D&C Contractor; in associated Costs in respect of the Facility; or in the refinancing of the HVAC Financing Facility.
- Borrower to pay the Financier a fee computed at the rate equivalent to [information redacted] (clause 9)
- Events and Consequences of Default (clause 10)
- Illegality and Impossibility (clause 11)
- Dealing with Interests provisions (clause 12):
 - No Obligor may deal with its right under this document or allow any interest in them to arise without the prior consent of the Financier
 - The Financier may assign, transfer, novate or otherwise deal with its rights and obligations in relation to a SFP HVAC Facility under this document.

Possible additional provisions that it might be appropriate to include: N/A

Experience Since Coming Into Force (including any amendments)/ if draft form, whether it has been applied: N/A

Tracking Number: *Ref #: SFP HVAC Facility Agreement (date unknown)*