

Limited Partnerships Act 1907

LP6

Statement specifying the nature of a change in the Limited Partnership and Statement of increase in the amount contributed (in cash or otherwise) by Limited Partners.

(Pursuant to section 9 of the Limited Partnerships Act 1907 and section 47 of the Finance Act 1973)

Registration No: LP012621

Name of firm or partnership: Citi Infrastructure Partners, L.P. (the "Partnership")

Notice is hereby given that the changes specified below have occurred in this limited partnership:
(Please see notes overleaf)

a. The firms name Previous Name Nil	New Name Nil
b. General nature of the business Business previously carried on As detailed in Schedule 1	Business now carried on As detailed in Schedule 1
c. Principal place of business Previous place of business Nil	New place of business Nil
d. Change in the partners or the name of a partner (see note 1) As detailed in Schedule 2	
e. Term or character of the partnership (see note 2) Previous term As detailed in Schedule 3	New term As detailed in Schedule 3
f. Change in the sum contributed by a limited partner (see note 3) (particulars of any increase in capital contributions must be provided at (h) overleaf) As detailed in Schedule 4	
g. Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa Nil	

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COMPANIES HOUSE

h. Statement of increase in capital contributions		
Name of Limited Partners	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)
As detailed in Schedule 5		

Signature of firms

ZACS

Date

21 December 2007

Citi Infrastructure Investments LLC

as general partner of

Citi Infrastructure Partners, L.P.

Presented by: Debevoise & Plimpton LLP

Tower 42

25 Old Broad Street

London EC2N 1HQ

Presentor's reference: 23405-1002/JL

NOTES

- Changes brought about by death, by transfer of interests, by increase in the number of partners, or by change of name of any partner, must be notified here.
- If there is, or was, no definite term, then state against 'previous term' the conditions under which the partnership was constituted and against any 'new term' the conditions under which it is now constituted.
- Any variation in the sum contributed by any limited partner must be stated at f. overleaf. A statement of any increase in the amount of the partnership capital, whether arising from increase of contributions, or from introduction of fresh partners must also be stated at h. above.
- Each change must be entered in the proper section a., b., c., d., e., f., g., or h., as the case may be. Provision is made in this form for notifying all the changes required by the Act to be notified, but it will frequently happen that only one item of change has to be notified. In any such case, the word 'Nil' should be inserted in the other sections.
- The statement must be signed at the end by the firm, and delivered for registration within seven days of the changes taking place.

SCHEDULE ONE

General nature of the business

Business previously carried on:

"The purpose of (i) seeking and investing in public or private sector infrastructure assets, whether directly or indirectly, independently or with others, (ii) engaging in such other activities as the Partnership or the General Partner deems necessary, advisable, convenient or incidental to the foregoing, and (iii) engaging in any other lawful acts or activities consistent with the foregoing for which limited partnerships may be formed under the Limited Partnership Act 1907."

Business now carried on:

"The purpose of (a) identifying potential infrastructure investment opportunities, (b) subject to the Limited Partnership Agreement (the "Agreement") governing the Partnership, acquiring, holding and disposing of Partnership investments in infrastructure investment opportunities, (c) pending utilisation or disbursement of funds, investing such funds in accordance with the terms of the Agreement, and (d) doing everything necessary or desirable to accomplish the foregoing purposes or in furtherance of any of the powers set forth and to engage in any other lawful act or activity in connection therewith, subject to the terms and provisions of the Agreement."

SCHEDULE THREE

Term of character of the partnership

Previous term:

"15 years."

New term:

"The term of the Partnership shall continue until the fifteenth anniversary of the date of the initial closing. Unless sooner dissolved pursuant to:

- (a) the determination by the General Partner, in its sole discretion, to dissolve the Partnership because it has determined in good faith that (i) changes in any applicable law or regulation, or any interpretation thereof, would have a material adverse effect on the continuation of the Partnership or (ii) such action is necessary or desirable as provided in the Agreement; or
- (b) the incapacity or removal (voluntary or otherwise) of the General Partner or the occurrence of any other event which causes the General Partner to cease to be a general partner of the Partnership; provided that the Partnership shall not be dissolved or required to be wound up in connection with any of the events specified if: (i) at the time of the occurrence of such event there is at least one other general partner of the Partnership who is authorized to, and elects to, carry on the business of the Partnership; or (ii) all remaining CI investors consent to the continuation of the business of the Partnership within 90 days following the occurrence of any such incapacity or removal and appoint, effective as the date of such event, if required, one or more general partners of the Partnership; or
- (c) the affirmative vote of the majority non-affiliated CI investors; or
- (d) there being no limited partners of the Partnership at any time; or
- (e) the consent of all the remaining CI investors; or
- (f) the entry of a decree of judicial dissolution of the Partnership."

SCHEDULE FOUR

Change in the sum contributed by a limited partner

1. On 21 December 2007, Citi Infrastructure Investments (UK Water) Ltd transferred 100% of its interest in the Partnership, including 100% of its capital contribution, to Citi Infrastructure Investments LLC, and consequently on that date and Citi Infrastructure Investments (UK Water) Ltd ceased to have any capital contribution to the Partnership.
2. On 21 December 2007, the following limited partners were admitted to the Partnership following payment of their capital contribution.

Limited Partner	Capital Contribution (\$)
The Alaska Permanent Fund Corporation, acting on behalf of the Alaska Permanent Fund	50,000
Leigh Investment Pte Ltd	32,500
Citi Infrastructure Investors Carried Interest Plan LP	1,000
CGI Private Equity LP LLC	50,000

SCHEDULE FIVE

Statement of increase in capital contributions

Name of Limited Partner	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)
The Alaska Permanent Fund Corporation, acting on behalf of the Alaska Permanent Fund	\$50,000	\$50,000
Leigh Investment Pte Ltd	\$32,500	\$32,500
Citi Infrastructure Investors Carried Interest Plan LP	\$1,000	\$1,000
CGI Private Equity LP LLC	\$50,000	\$50,000

