

# Limited Partnership Act 1907

CHFP025

# 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. LP012989

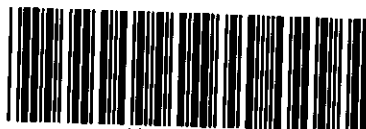
Name of firm or partnership EQT INFRASTRUCTURE (NO.3) LIMITED PARTNERSHIP (the "Partnership")

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 SEE ATTACHED SCHEDULE	Business now carried on SEE ATTACHED SCHEDULE
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) SEE ATTACHED SCHEDULE	
e.	Term of character of the partnership (see Note 2) Previous term NIL	New term NIL
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). SEE ATTACHED SCHEDULE	
g.	Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa. NIL	
(02/00)		

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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)
SEE ATTACHED SCHEDULE		

Signature of firms Edmund Smith Date 2 December 2008

For and on behalf of EQT Infrastructure Limited acting in its capacity as general partner of EQT Infrastructure (General Partner) LP acting in its capacity as general partner of EQT Infrastructure (No.3) Limited Partnership

Presented by: Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

Presentor's reference: 70-40262322

## NOTES

149120 Canary Wharf 3

- 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.

**c. General nature of the business**

Business previously carried on:

The purpose of the partnership is to carry on the business of seeking and exploiting general commercial opportunities and notifying the limited partner of the same with the principal objective of generating profit

Business now carried on:

The purpose of the Partnership is to enable the Partners to carry on the business of investing and monitoring the performance of such investments and in particular, but without limitation, to make investments (and to monitor the same) including but not limited to the acquisition, sale and disposal of controlling or co-controlling equity or equity-related instruments issued by companies or undertakings which own infrastructure and related assets, and the making of loans whether secured or unsecured to such companies, with the principal objective of generating profit. The Partnership may execute, deliver and perform all contracts and other undertakings (whether as agreements or deeds) and engage in all activities and transactions as may in the opinion of the General Partner be necessary or advisable in order to carry out the foregoing purposes and objectives. The Partnership shall have power (either directly or indirectly through a special purpose corporate vehicle established by the Partnership) to, inter alia, borrow money and give guarantees, indemnities and undertakings pursuant to clause 5.2(g) of this Deed.

**d. Change in the partners or name of a partner**

EQT General Partner (UK) Limited retired as general partner of the Partnership and was replaced by EQT Infrastructure (General Partner) LP acting through its general partner EQT Infrastructure Limited (the "**General Partner**").

EQT Funds Management Limited transferred its entire interest as limited partner (such interest comprising a capital contribution of Euro 10) to the General Partner.

The following have been admitted as new limited partners:

1. EQT Infrastructure Investments LP (acting through its general partner EQT Infrastructure Limited) in its capacity as Special Limited Partner; and
2. IGPE LP (acting through its general partner IGC (UK) GP Limited).

**f. Change in the sum contributed by a limited partner**

The new limited partners have made capital contributions, as set out in section h.

**h. Statement of increase in capital contributions**

<b>Name of Limited Partners</b>	<b>Increase or additional sum contributed (if otherwise than in cash, that fact, with particulars, must be stated)</b> €	<b>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</b> €
EQT Infrastructure Investments LP (acting through its general partner EQT Infrastructure Limited) in its capacity as Special Limited Partner	2,917.29	2,917.29
IGPE LP (acting through its general partner IGC (UK) GP Limited)	11,669.18	11,669.18