

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. LP13057

Name of firm or partnership JPMorgan Asian Infrastructure & Related Resources Opportunity Fund UK LP

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	New name
	Nil		Nil
b.	General nature of the business	Business previously carried on	Business now carried on
	See Continuation Sheet		See Continuation Sheet
c.	Principal place of business	Previous place of business	New place of business
	Nil		Nil
d.	Change in the partners or the name of a partner (see Note 1)		
	See Continuation Sheet		
e.	Term of character of the partnership (see Note 2)	Previous term	New term
	See Continuation Sheet		See Continuation Sheet
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 Continuation Sheet		
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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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 Continuation Sheet	See Continuation Sheet	See Continuation Sheet

Signature of firms



Date 6 August 2008

Presented by: Allen & Overy LLP
One Bishops Square
London
E1 6AD

Presentor's reference: JAGR/16516-00018/BK:9478822

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.

LP6 CONTINUATION SHEET

b. General nature of the business

Business previously carried on

The purpose of the Partnership is (i) to seek returns from acquiring, holding, managing and disposing of investments in accordance with its investment objective as agreed between the Partners from time to time, (ii) to engage in all activities and transactions as the General Partner may deem reasonably necessary or incidental in connection therewith and (iii) to engage in any other lawful acts or activities consistent with the foregoing for which limited partnerships may be formed under the Limited Partnerships Act 1907, as amended from time to time.

Business now carried on

The sole purpose of the Partnership is the holding of shares or interests in other entities of the Fund. The Partnership shall only hold (directly, or indirectly through an intervening Entity (other than an Entity that is another Fund Investor Vehicle)) shares or interests in the Cayman Master Partnership and shares or interests in any such intervening Entity, and such holding shall include the formation, acquisition, management and disposition of any Entity (other than an Entity that is another Fund Investor Vehicle) and the exercising of all the rights as shareholder, partner, investor or interest holder in corporations, limited liability companies, partnerships or other entities and subject to the purpose of the Partnership to engage in all activities and transactions as the Operator may deem reasonably necessary or incidental therewith.

Where:

Entity means each Fund Investor Vehicle, JPMorgan Asian Infrastructure & Related Resources Opportunity Fund Cayman Corp., JPMorgan Asian Infrastructure & Related Resources Opportunity Fund Cayman Master, L.P., the holding companies and each other partnership, corporation, limited liability company or other entity comprising the Fund (but excluding any joint venture, target market special purpose vehicle or infrastructure issuer).

Fund means the JPMorgan Asian Infrastructure & Related Resources Opportunity Fund;

Fund Investor Vehicle means each of the Partnership, JPMorgan Asian Infrastructure & Related Resources Opportunity Fund, the JPMorgan Asian Infrastructure & Related Resources Opportunity Fund LP, JPMorgan Asian Infrastructure & Related Resources Opportunity Fund Cayman, L.P., any additional fund investor vehicles and any Parallel Fund that issues participating interests to investors in the Fund.

General Partner means AIRRO UK Investor GP Limited or, where the context so permits, any of its permitted delegates or such other successor general partner that may be appointed under the terms of the amended and restated partnership agreement constituting the Partnership, as may be further amended or restated from time to time;

Operator means JPMorgan Asset Management (UK) Limited, in its capacity as operator of the Partnership, or any other person in its capacity as operator of the Partnership; and

Parallel Fund means any pooled or single-investor investment vehicle having the same or a similar investment objective and/or investment strategy as the Partnership, formed to accommodate the legal, tax, regulatory or other requirements of prospective investors in the Fund.

Partnership means JPMorgan Asian Infrastructure & Related Resources Opportunity Fund UK LP.

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

Global Infrastruktur 2007 AS and Lagun Aro EPSV have joined the Partnership as limited partners.

e. Term of character of the partnership

Previous term

The term of the Partnership shall continue for an indefinite period, until terminated in accordance with the provisions of clause 18 of the limited partnership deed constituting the Partnership.

New term

1. The term of the Partnership commenced on the day of registration of the Partnership and shall continue in full force and effect through the close of business on the tenth (10th) anniversary of the Final Closing Date or such earlier date upon which all of the Fund Investments have been realized or written off, *provided* that the term of the Partnership may be extended for up to an additional two (2) years with the written agreement of the Investors by an Investor's Consent.
2. There will be a dissolution of the Partnership and its affairs shall be wound up upon the first to occur of any of the following events:
 - (a) the expiration of the term as provided in section 2.03 of the Partnership Agreement (as set out in 1 above); or
 - (b) the determination by the Operator to dissolve the Partnership because it has determined that there is a substantial likelihood that due to a change in the text, application or interpretation of the provisions of the U.S. federal securities laws (including the United States Securities Act of 1933, the Investment Company Act of 1940, and the United States Investment Advisers Act of 1940, in each case, as amended, or any successor thereto) or any other U.S. or non-U.S. applicable statute, regulation, case law, administrative ruling, treaty or other similar authority (including, without limitation, changes that result in the Partnership or any Entity, including, without limitation, the Cayman Master Partnership being subject to a material increase in taxation), the Partnership or the Fund cannot operate effectively in the manner contemplated in the Partnership Agreement and in the Offering Memorandum, after the Operator has used its commercially reasonable efforts to remedy the circumstances resulting in the Operator's determination pursuant to this section (b); or
 - (c) the bankruptcy, insolvency, dissolution, liquidation, resignation, withdrawal, removal or expulsion of the General Partner unless the General Partner as required is replaced with a substitute general partner in accordance with the provisions of section 4.06 of the Partnership Agreement or another substitute general partner which is an Affiliate of JPMorgan;
 - (d) the sale or other disposition of all or substantially all of the assets of the Partnership and distribution of the proceeds therefrom;
 - (e) the written approval of the General Partner and limited partners whose aggregate Percentage Interests exceed sixty seven percent (67%); or

(f) at any time there are no limited partners of the Partnership.

The death, bankruptcy, insolvency, dissolution, liquidation, withdrawal, expulsion or removal of a limited partner or any change in identity of limited partners in the Partnership shall not operate to terminate the Partnership and the estate or trustee in bankruptcy or receiver or liquidator of a deceased, bankrupt, insolvent, dissolved, expelled or removed limited partner shall not have the right to withdraw such limited partner's Capital Contribution or require repayment of such limited partner's Advance Contribution prior to the liquidation of the Partnership.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership will not terminate until the assets of the Partnership have been distributed as provided in section 11.02 of the Partnership Agreement and any other requirements under the Act have been satisfied.

Where:

Act means the Limited Partnerships Act 1907, as amended from time to time.

Advance Commitment means, in relation to each limited partner, the aggregate amount of the interest-free subordinated loan advanced or agreed to be advanced to the Partnership by such limited partner.

Advance Contribution means, in relation to a limited partner, the amount of Advance Commitment shown in the books of the Partnership as contributed by such limited partner to the Partnership at the relevant time.

Affiliate of any person means any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

Capital Commitment means, in relation to each partner, USD10 of capital agreed to be contributed to the Partnership.

Capital Contribution means, in relation to each partner in the Partnership, the amount of Capital Commitment shown in the books of the Partnership as contributed by such partner to the capital of the Partnership at the relevant time in accordance with section 6.01 of the Partnership Agreement.

Closing means each closing of the Fund from the Initial Closing Date, including for the avoidance of doubt, the closing that occurs on the Initial Closing Date.

Feeder Fund means a fund or other investment vehicle designated by the Operator through which Feeder Investors may elect to make their investment in the Partnership.

Feeder Investors means any investor in a Feeder Fund.

Final Closing Date means the date of the final Closing.

Fund means the JPMorgan Asian Infrastructure & Related Resources Opportunity Fund;

Fund Investments means an investment made by the Fund in infrastructure and infrastructure-related assets in the Target Markets.

Initial Closing Date means the date of closing of the Fund pursuant to which the initial non-JPMorgan Investors subscribe to the Fund.

Investors means any investor in any fund investor vehicle or Feeder Fund, and all Feeder Investors, including any limited partner.

Investor's Consent means the written consent of the Investors (excluding therefrom the contributions made by the Investor affiliated with JPMorgan on account of its USD75,000,000 commitment to the Fund and JPMorgan employees) who together represent over fifty percent (50%) of the aggregate contributions to the Fund Investor Vehicles together excluding therefrom contributions made by the Investor affiliated with JPMorgan on account of its USD75,000,000 commitment to the Fund and JPMorgan employees) at the relevant time, provided that a Feeder Fund (but no other Investor) may give and withhold its consent in relation to different proportions of its aggregate contributions at the same time.

JPMorgan means JPMorgan Chase & Co., and each of its subsidiaries and Affiliates, as applicable.

Offering Memorandum means the Confidential Private Placement Memorandum of the Fund, dated as of February 20, 2008, as amended or supplemented from time to time.

Partnership means JPMorgan Asian Infrastructure & Related Resources Opportunity Fund UK LP.

Partnership Agreement means the amended and restated limited partnership agreement among the limited partners and the General Partner, as the same may be amended, modified or supplemented from time to time.

Percentage Interest means, at any time and with respect to any limited partner, the fraction expressed as a percentage, the numerator of which is such limited partner's Capital Contribution and Advance Contributions and the denominator of which is the total Capital Contributions and Advance Contributions of all limited partners, adjusted, if necessary, to give proper effect to the provisions of section 5.07 of the Partnership Agreement, if any limited partner shall have been excluded, or section 7.02 of the Partnership Agreement, if any limited partner shall have become a Defaulting Limited Partner. Notwithstanding the foregoing, the limited partners acknowledge and agree that the aggregate Percentage Interests of all limited partners shall equal 100%.

f. Change in the sum contributed by a limited partner; 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)
Global Infrastruktur 2007 AS	USD10	USD10
Lagun Aro EPSV	USD10	USD10