THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document, or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial advisor who, if you are taking advice in the United Kingdom, is duly authorised under the Financial Services and Markets Act 2000.

If you have sold or otherwise transferred all of your ordinary shares in International Public Partnerships Limited (the "**Company**"), you should send this document, together with the accompanying Form of Proxy, at once to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

INTERNATIONAL PUBLIC PARTNERSHIPS LIMITED

(incorporated in Guernsey with registered no 45241)

Circular to Shareholders

and

Notice of Extraordinary General Meeting

Your attention is drawn to the letter from the Chairman of the Board of Directors of the Company, which is set out in Part 1 of this document and which contains your Board's recommendation that you vote in favour of the resolution to be proposed at the Extraordinary General Meeting referred to below. The whole of the text of this document should be read.

Notice of an Extraordinary General Meeting of the Company to be held at 2.30pm on 23 September 2013 at the offices of Heritage International Fund Managers Limited, Lefebvre Place, Lefebvre Street, St Peter Port, Guernsey is set out in Part 2 of this document.

A Form of Proxy is enclosed with this notice. To be effective, the instrument appointing a proxy (together with any power of attorney or other authority under which it is executed or a duly certified copy of such power) must be sent to the Company's Registrar, Capita Registrars Limited, 34 Beckenham Road, Beckenham, Kent BR3 4TU, England, by 2.30pm on 19 September 2013.

Dated 28 August 2013

CONTENTS

EXPECTED TIMETABLE

Deadline for receipt of Form of Proxy	2.30pm on 19 September 2013
Extraordinary General Meeting	2.30pm on 23 September 2013
Announcement of results of Extraordinary General Meeting	No later than 8am on 24 September 2013
Effective date of changes (assuming the Resolution is passed)	23 September 2013

References to times in this document are to times in London, United Kingdom unless otherwise stated.

The above times and/or dates may be subject to change and, in the event of such change, the revised times and/or dates will be notified to Shareholders by an announcement through a Regulatory Information Service.

PART 1:
LETTER FROM THE CHAIRMAN

INTERNATIONAL PUBLIC PARTNERSHIPS LIMITED

(incorporated in Guernsey with registered number 45241)

Directors:
Keith Dorrian (Chairman)
Rupert Dorey (Chairman Elect)
Giles Frost
Claire Whittet
John Whittle

Registered Office
Heritage Hall
PO Box 225
Le Marchant Street
St Peter Port
Guernsey
GY1 4HY

28 August 2013

To the Shareholders:

Dear Shareholder

INTRODUCTION
This Circular is being sent to Shareholders to convene an Extraordinary General Meeting of International Public Partnerships Limited ("**INPP**" or "**the Company**") on 23 September 2013. The Extraordinary General Meeting is being called in order to seek the approval of Shareholders to certain amendments to the terms of appointment of Amber Fund Management Limited ("**Amber**") as Investment Advisor to the Company, which the Board believe are beneficial to Shareholders. Since the changes are treated as a related party transaction for the purposes of the Listing Rules, approval of the Company's Shareholders is required.

In particular, the Board is proposing to Shareholders the following changes to the Investment Advisory Agreement under which Amber is appointed to provide investment advisory services to the Company:

- abolition of any right to receive any future incentive fee under the Investment Advisory Agreement with effect from 1 July 2013 (although the fee accrued to 30 June 2013 will be paid);
- reduction in base management fees such that they will reduce to 0.9% on such part of Gross Asset Value (GAV) as exceeds £1.5bn;
- exclusions from the definition of GAV for the purpose of calculating base management fees of the amount of any additional cash raised from shareholders in any future capital raisings or tap issues until that cash is invested for the first time;
- a revision to the term of the Investment Advisory Agreement by changing the start date of the existing term provisions to September 2013;
- the replacement of the existing mechanism for early termination of the Investment Advisory Agreement, which is linked to the relative performance of the Company's shares to UK gilts, with (i) a new mechanism allowing for early termination if less than 95% of the Company's assets are available for use for certain periods and the Investment Advisor fails to implement a remediation plan agreed with the Company, and (ii) enhanced rights for the Company to monitor and manage Amber in order to reflect certain changes to the Listing Rules that were effective from 1 August 2013; and
- the abolition of the reference to specified individuals in the clause in the Investment Advisory Agreement requiring sufficient resource to be applied to the Company's affairs in recognition of growth at Amber since its management buyout in 2009 (but otherwise maintaining that clause).

Also, the Company proposes to make payment of 60% of the accrued incentive fee as at 30 June 2013 in new shares (issued at the volume weighted average trading price for the Company's shares over the 20 business days from 1 July 2013) in accordance with the power granted by Shareholders at the Company's annual general meeting on 12 June 2013.

Consequential changes would also need to be made to the Partnership Agreement under which International Public Partnerships Limited Partnership, a limited partnership through which the Company holds assets (the "**Partnership**") is constituted and the general partner of which is an Amber group company, and to the Operating Agreement under which Amber is appointed to operate the Partnership, in order to bring these documents in line with the amendments being proposed to the Investment Advisory Agreement. These changes will also need to be approved by Shareholders. In this Circular, references to changes to the Investment Advisory Agreement should therefore be understood to include the necessary consequential changes to these other documents.

Set out below is some further information on the proposed changes and the benefits that the Board believes they will have for Shareholders. Part 2 of this Circular contains the Notice of Extraordinary General Meeting which sets out the resolution to be proposed at the meeting (the "**Resolution**"). Certain other additional information can be found in Part 3 of this Circular.

BACKGROUND TO THE CHANGES
Business Growth
The Board believes that the INPP - Amber relationship has worked well and continues to do so. This has resulted in continued investor support for the growth of the Company, including a series of successful capital raisings.

In order to facilitate further growth of the Company, however, consideration needs to be given to changing trends in the market and the views of shareholders. A clear message from both existing and prospective investors relates to the existence of the incentive fee and the possible impact this may have on some investors' willingness to support future growth in the Company.

Background to the Proposed Reductions to Fees
The current incentive fee has applied since the Company's initial public offer (the "**IPO**"). The concept and mechanism for the incentive fee was tested at the time of the IPO and was seen as appropriate. However, the Board has been advised that over time, investor attitudes to the incentive fee have changed, to the extent that it believes removing the incentive fee would now be appropriate. The Board believes that removing the incentive fee is significantly in the interests of shareholders as in certain situations future incentive fees could, depending on circumstances out of the control of the Company, otherwise be material. It would also bring the Company in line with those funds that the Board views as the Company's peers.

With respect to base fees, the Board has kept these under regular review. In June 2012, the base fee charged to the Company by Amber was reduced (in respect of that part of the GAV relating to operational assets in excess of £750 million) from 1.2% to 1%. This reduction kept the base fee in line with that charged in respect of the peer funds.

The Board now believes that in order to bring the Company in line with certain of its peer funds, the base fee should be amended so that, if and when the Company's GAV relating to operational assets exceeds £1.5 billion, the base fee on amounts in excess of this figure will be further reduced to 0.9%.

Finally, the Board believes that the current calculation methodology for GAV should change in order to exclude from the definition of GAV for the purpose of calculating base management fees the amount of any additional cash raised from shareholders in any future share issues (including tap issues) until that cash is invested for the first time.

Contract Term and Performance Conditions
As with the incentive fee, the original term of the Investment Advisory Agreement was researched carefully prior to the establishment of the Company. A long term contract was, and still is, viewed as desirable for both the Company and its Investment Advisor, due to the long term and (relatively) illiquid nature of infrastructure assets and the fact that both the Company and its Investment Advisor recognise that the Company's success depends on the long term performance and management of its assets. In addition, the focus that the Company has on construction assets requires a longer term investment horizon and also differentiates it from its peer funds.

The original term of the Investment Advisory Agreement was a ten year contract to October 2016 with a five year termination notice period capable of being given at any time after that date. The Board believes that a long term contract is in the interests of investors and is in fact desirable as it promotes management stability provided that the Company is able to terminate the Investment Advisory Agreement earlier in certain circumstances such as where its Investment Advisor breaches the Investment Advisory Agreement in a way that has a material adverse effect on the Company or where performance falls below expectations. As a *quid pro quo* of removing the incentive fee, reducing the base fee and removing the possibility of base fees being charged on uninvested capital from future share issues, it is proposed that the term now be amended to renew the ten year fixed term and five year notice period, with the fixed term starting on the date the changes take effect. This would mean that the fixed term (subject to earlier termination for breach or poor performance by Amber) would end in September 2023, after which five years' notice could be given at any time (so the earliest the contract could be terminated ordinarily would be September 2028), which effectively grants a seven year contract extension to Amber.

The Company already has the right to terminate the Investment Advisory Agreement in various circumstances including if, in the reasonable opinion of the Company, a material amount (in number and seniority) of the Investment Advisor's employees have ceased to be employed by the Investment Advisor or are no longer dedicated to the provision of services to the Company. No change is proposed to this right. However the Investment Advisory Agreement also currently provides that if any two of Giles Frost, Hugh Blaney or Michael Gregory cease to be employed by the Investment Advisor then this may be *prima facie* evidence of an insufficiency of resources. While there is no current suggestion of any change in the Investment Advisor's senior management, given the growth of the Investment Advisor's business and the broadening of its senior management since the time this provision was first included, it is proposed that it be deleted as no longer being of relevance.

In addition, a new provision is proposed to be introduced granting the Board additional rights which could in certain circumstances lead to early termination of the Investment Advisory Agreement in the event of underperformance in the Company's portfolio due to continued and unremedied failings by the Investment Advisor. The bulk of the Company's revenues ultimately depend on the infrastructure assets that it invests in being available for use by their public sector and other users. It is therefore proposed that to the extent that less than 95% of these assets are available for use (or are unable to come into use because of delayed construction) then the Company should have additional rights. In particular if less than 95% of such assets are available for use (or are unable to come into use because of delayed construction) for a period of three months or more twice during a rolling period of two years due to an act or omission of the Investment Advisor then the Company shall have the right to require the Investment Advisor to implement a remediation plan and upon any further recurrence in the following 12 months in circumstances where the Investment Advisor has not implemented the remediation plan, the Company will have the right to terminate the Investment Advisory Agreement on six months' notice. This new provision would replace the existing performance test in the Investment Advisory Agreement (which is linked to the relative performance of the Company's shares compared to UK gilts) which is believed by the Board to be insufficiently linked to the performance of the Company's assets and does not necessarily reflect the Investment Advisor's performance.

These proposed changes are additional to and without prejudice to the Company's other existing rights to terminate the Investment Advisory Agreement in certain circumstances including where the Investment Advisor is no longer able to provide services, including insolvency, lack of relevant authorisation, change of control, material departures of employees and in the case of a breach of any service level agreement that has occurred more than three times and which has not been remedied within 30 calendar days of it first occurring. Further details are contained in Part 3 of this Circular.

Enhanced Ability of the Board to Monitor and Manage the Investment Advisor
On 1 August 2013, the Listing Rules were amended to include a requirement for the board of directors of an investment company whose shares are listed on the Official List to effectively monitor and manage the performance of its key service providers, including any investment manager appointed by the issuer, on an ongoing basis.

Whilst the Board believes that it currently effectively manages and monitors Amber, and the existing Investment Advisory Agreement gives the Board rights to information and obliges Amber to act in accordance with its proper instructions, certain changes are proposed in order to enhance and formalise these rights. In particular it is proposed that the current practice of Amber submitting a quarterly report

(and more often upon reasonable request) setting out details of the performance of each of the underlying infrastructure investments invested in by the Company in order that the Board can effectively monitor and manage the Investment Advisor be formalised in the Amended Investment Advisory Agreement. Similarly, in order for the Company to comply with its obligations to effectively manage the performance of the Investment Advisor, it is proposed that a new provision is added to the Investment Advisory Agreement that requires the Investment Advisor (so far as it is legally able) to act in accordance with any proper instructions that the Company may give it with regard to the management of the underlying infrastructure investments invested in by the Company.

Benefits of the changes
The Board believes that changing the contract terms in this way would be beneficial to the Company and its Shareholders for the following reasons:

(a) the Company will avoid the risk of being obliged to make significant future incentive fee payments to the Investment Advisor which do not reflect the true underlying performance. The Company believes that in the absence of such changes this would be a likelihood;

(b) the Company will obtain additional prospective future reductions in the base management fee as detailed above;

(c) the changes would not require payments from either party to amend the agreements;

(d) a long term contract is a worthwhile *quid pro quo* for the Company and allows the Investment Advisor the confidence to develop prospective investment opportunities over the period of time necessary for them to become viable investments for the Company, ensuring that the Company can benefit from the full range of investment opportunities open to it;

(e) the projects in which the Company invests, particularly the construction assets, and their return profiles are long term (for instance, the current average concession length remaining of the Company's investments is 23 years) and therefore require a long term perspective in their management;

(f) the replacement potential termination right linked to the non-availability of the Company's assets means that notwithstanding the extended term of the appointment, the Board will have a right of termination where the Company's revenues (and thus its ability to pay dividends) are adversely affected due to infrastructure projects being unavailable for use for extended periods due to the culpability of the Investment Advisor;

(g) the Board will have enhanced ability to monitor and manage Amber, and the provisions of the Investment Advisory Agreement in this regard will reflect the recent changes to the Listing Rules; and

(h) the Board believes that by giving Amber some certainty of duration in the length of its contract with the Company, Amber can feel more comfortable in devoting its resources and time to the Company rather than diversifying its focus to hedge against the risk of termination of its agreement with the Company.

Structure of changes
The proposed changes are being put forward for adoption as a package; unless all of the changes are approved, none of them will be made. As such, if the Resolution is not passed, no amendments will take effect and the current provisions of the Investment Advisory Agreement, Partnership Agreement and Operating Agreement will remain in force (including the current fee structure) and could result in incentive fees becoming payable in future periods that do not reflect true underlying performance. The Independent Directors of the Company do not believe that retaining the current provisions is in the best interests of the Company.

The Amended IAA, the Amended and Restated Partnership Agreement and the Amended Operating Agreement have been agreed by their respective parties but will not be entered into until, and are conditional upon, shareholder approval of the amended agreements. Accordingly, the changes would be implemented immediately (and in the case of the incentive fee only, retrospectively from 1 July 2013) upon Shareholder approval.

MATTERS REQUIRING SHAREHOLDER APPROVAL
Since Amber is a "**related party**" of the Company within the meaning given to that term in the Listing Rules and the impact of the relevant changes is such that Chapter 11 of the Listing Rules therefore applies, before the changes to the Investment Advisory Agreement, Partnership Agreement and Operating Agreement can take place, the Shareholders are required to provide their approval.

Accordingly, the Company is seeking Shareholder approval to the entry into the following agreements with Amber or its associated companies:

(a) an agreement between the Company and Amber to amend and restate the Investment Advisory Agreement (the "**Amended IAA**");

(b) an agreement between International Public Partnerships Lux 2 S.à r.l. ("**Luxco 2**") as limited partner of the Partnership and International Public Partnerships GP Limited (the "**General Partner**") as general partner of the Partnership to amend and restate the Partnership Agreement (the "**Amended and Restated Partnership Agreement**"); and

(c) an agreement between the General Partner as general partner of the Partnership and Amber to amend and restate the Operating Agreement (the "**Amended Operating Agreement**"),

(such agreements together being the "**Amended Agreements**").

A single resolution has been proposed approving all of the agreements as a package and as such, none of the amendments will take effect unless the Resolution is passed.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Set out in Part 2 of this Circular is the notice convening the Extraordinary General Meeting of the Company to be held at 2.30pm on 23 September 2013 at the offices of Heritage International Fund Managers Limited, Lefebvre Place, Lefebvre Street, St Peter Port, Guernsey.

The Notice of Extraordinary General Meeting sets out the form of the Resolution, which is an ordinary resolution. The Resolution will require approval by a majority of independent Shareholders in attendance at the meeting on a show of hands or, if a poll is demanded, those voting, whether in person or by proxy.

ACTION TO BE TAKEN

Shareholders should read the whole of this document carefully. If Shareholders are unsure as to the contents of this document or as to what action they should take, they are recommended to seek immediately their own personal financial advice from an appropriately qualified independent advisor authorised pursuant to the Financial Services and Markets Act 2000.

Enclosed with this Circular is a Form of Proxy for use by the Shareholders at the Extraordinary General Meeting. Whether or not Shareholders intend to attend the Extraordinary General Meeting, Shareholders should return the Form of Proxy (together with any power of attorney or other authority under which it is executed or a duly certified copy of such power) to the Company's Registrar, Capita Registrars Limited, 34 Beckenham Road, Beckenham, Kent BR3 4TU, England, as soon as possible and in any event not later than 2.30pm on 19 September 2013. Completion and return of the Form of Proxy will not prevent Shareholders entitled to attend and vote at the Extraordinary General Meeting from attending and voting in person at the Extraordinary General Meeting, should they wish to do so.

RECOMMENDATION AND DIRECTORS' VOTING INTENTIONS

The Board has established a committee comprising all of the Independent Directors (which excludes Giles Frost) for the purpose of evaluating the matters set out in this Circular. Mr. Frost has not participated in these deliberations due to the fact that, as an associate of Amber, he has an interest in the implementation of the proposed changes.

The Board considers that the Resolution and the entry by the Company and its subsidiary entities into the Amended Agreements are in the best interests of the Company and its Shareholders as a whole. In addition, the Board, which has been so advised by Numis Securities Limited, consider the changes to the Amended Agreements to be fair and reasonable so far as the Shareholders are concerned. **Accordingly the Board unanimously recommend all Shareholders to vote in favour of the Resolution.**

Amber, being a related party for the purposes of the Listing Rules, will be restricted from voting its holdings in the Company in respect of the Resolution, and has undertaken to take all reasonable steps to ensure that its associates will not vote on the Resolution. Amber owns 2,991,220 Shares as at the date of this Circular. It is expected that Amber will be issued with a further 5,023,711 Shares as payment of 60% of its incentive fee for the period ending on 30 June 2013 on or around 24 September 2013. As an associate of Amber, Mr. Frost will be restricted from voting his holdings in the Company (amounting to 298,745 ordinary shares or 0.040% of total issued share capital) in respect of the Resolution. Mr. Frost has also undertaken to take all reasonable steps to ensure that his associates will not vote on the Resolution.

However, each of the Independent Directors intends to vote in favour of the Resolution in respect of the following Shares held by them:

	Ordinary Shares of 0.01p each held	Percentage of total issued share capital as at the date of this Circular
Keith Dorrian*	50,837	0.007%
Rupert Dorey**	593,687	0.080%
Claire Whittet	0	0%
John Whittle*	37,480	0.005%

* shares held through a retirement annuity trust
** all shares are held by Mr Dorey's spouse.

Yours faithfully

Keith Dorrian
Chairman

PART 2: NOTICE OF EXTRAORDINARY GENERAL MEETING

INTERNATIONAL PUBLIC PARTNERSHIPS LIMITED (registered In Guernsey with Registration Number 45241) (the "**Company**")

NOTICE is hereby given that an Extraordinary General Meeting of the Company is to be held at Lefebvre Place, Lefebvre Street, St Peter Port, Guernsey, at 2.30pm on 23 September 2013 for the transaction of the following business:

ORDINARY RESOLUTION
THAT, the amendments to the Investment Advisory Agreement, Partnership Agreement and the Operating Agreement as described in the circular to Shareholders dated 28 August 2013 (the "**Circular**") be approved.

Terms defined in the Circular shall have the same meanings in this notice, save where the context otherwise requires.

28 August 2013
Registered office:
Heritage Hall
PO Box 225
Le Marchant Street
St Peter Port
Guernsey

By order of the Board
Heritage International Fund Managers Limited, Company Secretary

Notes:

1. This notice and the accompanying Circular have been sent to you as a holder of ordinary shares in the Company, carrying a right to notice of and to attend general meetings. Under the Company's articles, only holders of ordinary shares or C shares are entitled to vote at meetings. There are no C shares in issue as at the date of this notice.

2. A member who is entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote on behalf of him. The proxy need not be a member of the Company.

3. A Form of Proxy is enclosed with this notice. To be effective, the instrument appointing a proxy (together with any power of attorney or other authority under which it is executed or a duly certified copy of such power) must be sent to the Company's Registrar, Capita Registrars Limited, 34 Beckenham Road, Beckenham, Kent BR3 4TU, England, by 2.30pm on 19 September 2013. A corporation may execute a proxy under its common seal or by the hand of a truly authorised officer or other agent. Completion and return of the Form of Proxy will not preclude shareholders from attending and voting in person at the meeting.

4. An ordinary resolution of the members means a resolution passed by a simple majority.

5. The Form of Proxy is valid for use at the Extraordinary General Meeting and any adjournment thereof.

6. More than one proxy may be appointed provided each proxy is appointed to exercise the rights attached to different shares. A member who wishes to appoint more than one proxy may obtain additional Forms of Proxy from Capita Registrars and must indicate clearly on each proxy form the number of shares it is instructing that proxy in respect of.

7. A member is not entitled to take part in the Extraordinary General Meeting or vote at the same (whether personally or by representative or proxy) unless the following conditions have been satisfied: (i) all calls and amounts due from him to the Company have been paid; (ii) in respect of any Shares he has acquired, he has been registered as their holder; and (iii) if and for so long as the Directors determine, he or any other person appearing to be interested in the Shares held by him has complied with any notice requiring the disclosure of Shareholders' interests.

8. In accordance with Regulation 41 of the Uncertificated Securities Regulations 2001, only those members entered on the register of members of the Company at close of business on 19 September 2013 shall be entitled to attend or vote at the meeting in respect of the number of shares registered in their name at that time. Changes to entries on the register of members after that time shall be disregarded in determining the rights of any person to attend or vote at that meeting.

9. The register of directors' interests kept by the Company shall be open to the inspection of any member of the Company between the hours of 10.00am and noon for a period beginning fourteen days before and ending three days after the Extraordinary General Meeting and from the commencement until the conclusion of the Extraordinary General Meeting.

10. The total issued share capital of the Company as at the date of this Notice is 753,020,856 ordinary shares of 0.01p each. Pursuant to the Company's Articles, every member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative shall have one vote on a show of hands, and one vote per Share (or fraction of an Share held by him) on a poll (other than the Company itself where it holds its own shares as treasury shares).

11. As at the date of this Notice of Extraordinary General Meeting, there are no outstanding warrants and/or options to subscribe for Shares.

PART 3: ADDITIONAL INFORMATION

1. Share Capital

As at the date of this Circular, the issued share capital of the Company was as follows:

	Number issued	Issued (£)
Shares of 0.01 pence each	753,020,856	75,302.09

2. Major Shareholders

Insofar as is known to the Company as at 27 August 2013, the following persons were interested, directly or indirectly, in 3% or more of the Company's issued Shares:

Name of Holder	Number of Shares held	Percentage of Shares
Schroder Investment Management Ltd	89,016,600	11.82
Investec Wealth & Investment Ltd	79,265,470	10.53
Brewin Dolphin Ltd	43,966,101	5.84
M&G Investment Management Ltd	37,090,789	4.93
Sarasin & Partners LLP	23,067,884	3.06
Legal & General Investment Management Ltd	22,658,971	3.01

3. Information about Amber Fund Management Limited

Amber is a wholly owned subsidiary of Amber Infrastructure Group Limited and was incorporated in England as a limited company on 10 November 2008 with registered number 6745576. Amber's registered office is located at Two London Bridge, London SE1 9RA and its telephone number is +44(0) 20 7939 0550. Amber is authorised and regulated by the UK Financial Conduct Authority. It consists of a management team and staff of more than 70, led by Giles Frost (who is also a director of the Company), Hugh Blaney and Michael Gregory.

4. Details of the Amended Agreements

4.1 Amendments to the Base Fee

Under the Investment Advisory Agreement and Partnership Agreement (as amended in May 2012), Amber and the General Partner are in aggregate entitled to a base fee equal to the sum of:

(a) in respect of that part of the Gross Asset Value that relates to assets that are not operational, 1.2% of such part of the Gross Asset Value;

(b) in respect of the first £750 million of that part of the Gross Asset Value that relates to operational assets, 1.2% of that part of the Gross Asset Value; and

(c) in respect of the Gross Asset Value that relates to operational assets in excess of £750 million, 1% of such part of Gross Asset Value.

It is proposed that the base fee entitlement be amended pursuant to the Amended IAA and the Amended and Restated Partnership Agreement to add a new limb (d) as follows:

(d) in respect of that part of the Gross Asset Value that relates to operational assets in excess of £1.5 billion, 0.9%.

In addition the definition of Gross Asset Value will exclude uncommitted cash raised by way of a share issue (including any tap issues) in respect of the Company's ordinary shares until such time as allocated to an asset or investment.

4.2 Removal of the Incentive Fee

Amber and the General Partner are currently entitled in aggregate under the Investment Advisory Agreement to an incentive fee equal to 20% of the excess (if any) of the Ordinary Share Return over the Benchmark Return in each incentive period, provided that any incentive fee will only be payable to the extent that the change in the Ordinary Share Return Index is less than the change in the Benchmark Return Index in such period. If the change is less than the change in the Benchmark Return Index in any incentive period, the number of basis points by which the change in the Ordinary Share Return Index is less than the change in the Benchmark Return Index will be carried forward and deducted from the Ordinary Share Return Index of the subsequent incentive period for the purposes of determining whether the Ordinary Share Return Index exceeds the change in the Benchmark Return Index.

Under the proposed changes pursuant to the Amended IAA and the Amended and Restated Partnership Agreement, the incentive fee provisions would be removed from the Investment Advisory Agreement and the Partnership Agreement and no incentive fee would be payable to either Amber or the General Partner with effect from 1 July 2013.

4.3 Changes to contract term

Termination without cause

Currently, either Amber or the Company may terminate the Investment Advisory Agreement by giving five years' written notice to the other at any time ten years from the date of the original agreement, that is, at any time after October 2016.

It is proposed that the wording of this provision of the Investment Advisory Agreement remains unchanged, which would mean that the ten year period would run from the date on which the Amended IAA becomes effective, after which five years' notice would be required. As a result, the earliest notice could be given to terminate "without cause" is expected to be September 2023, and the earliest the contract could be terminated without cause would therefore be September 2028.

Termination for cause
At present, the Investment Advisory Agreement can be terminated sooner in the following circumstances:

(a) the Company may terminate the Investment Advisory Agreement with immediate effect if:

(i) Amber fails to make a payment under the agreement when due and fails to remedy such breach within 30 days of being notified of it;

(ii) Amber commits a breach of the agreement that has a material adverse effect on the Company or on Amber's ability to continue to provide the services, and such breach is either not remedied within 30 calendar days of being notified to remedy it, or (where the breach cannot be remedied) Amber fails to offer reasonably acceptable compensation to the Company;

(iii) Amber or, in certain circumstances, its associate, enters insolvency proceedings;

(iv) Amber suffers a change of control without the Company's consent (such consent not to be unreasonably withheld);

(v) Amber is no longer permitted by applicable law to provide services to the Company; or

(vi) a term of the Company and Amber's service level agreement is breached more than three times and the breach has not been remedied within 30 calendar days of it first occurring; and

(b) the Company may terminate the Investment Advisory Agreement on six months' written notice if:

(i) the Performance Test Number (in summary, a figure comparing movement in the Ordinary Share price against the benchmark on a similar basis to which the incentive fee is currently calculated) is less than zero in at least four out of the immediately preceding five incentive periods (other than as a result of force majeure); or

(ii) in the Company's reasonable opinion, a material amount (in number and seniority) of employees in Amber's investment management team have ceased to be employed by Amber or its group or are no longer dedicated in the provision of services to the Company, where there is a realistic risk of Amber not being able to meet its obligations under the agreement, and provided that Amber does not act expeditiously to make arrangements to replace the employees with suitably qualified staff.

It is proposed to amend these provisions as follows:

- it would no longer constitute possible prima facie evidence of insufficiency of resources within the Investment Advisor if any two of Giles Frost, Hugh Blaney or Michael Gregory cease to be employed by the Amber group or cease to be dedicated to the provision of services to the Company; and

- it is proposed to replace the termination provision relating to the Performance Test Number set out above in b(i) (which the Board believes is insufficiently linked to the performance of the Company's assets and the performance of the Investment Advisor in relation to those assets). The proposed replacement provisions provide that to the extent that more than 5% of the Company's assets are not entitled to receive any payments because they are not available for use for a period of three months or more twice during a rolling period of two years due to acts or omissions of the Investment Advisor then the Company shall have the right to require the Investment Advisor to implement a remediation plan and upon any further recurrence in the following 12 months and failure by the Investment Advisor to act in accordance with the remediation plan the Company will have the right to terminate the Investment Advisory Agreement on six months' notice.

Enhanced Ability of the Board to Monitor and Manage the Investment Advisor
The following additional provisions are proposed to be included in the Amended IAA:

(a) the Investment Advisor will procure that a report is submitted by it to each quarterly board meeting of the Company (and more often upon reasonable request) in such form as the Board shall reasonably require setting out details of the performance of each of the underlying infrastructure investments invested in by the Company (including for the avoidance of doubt) details of instances of unavailability in order that the Company can effectively monitor and manage the Investment Advisor; and

(b) in order for the Company to comply with its obligations to effectively manage the performance of the Investment Advisor, the Investment Advisor (shall so far as it is legally able) act in accordance with any proper instructions that the Company may give it with regard to the management of the underlying infrastructure investments invested in by the Company.

Changes to Operating Agreement
The Operating Agreement termination provisions will be amended to bring them in line with the Amended IAA as described above, pursuant to the Amended Operating Agreement.

5. Risk Factors associated with the Proposed Changes
The proposed changes are being put forward for adoption as a package; unless all of the changes are approved, none of them will be made. Similarly, if the Resolution is passed, all of the amendments will take effect.

As such, if the Resolution is not passed, the current provisions of the Investment Advisory Agreement, Partnership Agreement and Operating Agreement will remain in force (including the current fee structure) and could result in incentive fees becoming payable in future periods that do not reflect true underlying performance.

If the Resolution is passed, the amended provisions will take effect. These provisions include the extension of Amber's term of appointment by approximately seven years, as the earliest date on which the Company can terminate the Investment Advisory Agreement by notice in the ordinary course of events will be September 2028 instead of October 2021 (assuming that there are no circumstances that entitle the Company to terminate the Investment Advisory Agreement earlier as contemplated by paragraph 4.3 above). If the Company wishes to terminate the Investment Advisory Agreement and associated agreements before the expiry of the ordinary term but is not able to rely on any of the rights to effect earlier termination described in paragraph 4.3 above, it is likely that the Company would have to make a compensatory payment to Amber in respect of the fees that it would be entitled to in respect of the then unexpired term of the Investment Advisory Agreement. If the Resolution is implemented, the unexpired period of the Investment Advisory Agreement will be extended and therefore any compensatory payment in lieu of the base fee will be greater than if the Resolution is not implemented, reflecting that Amber's entitlement to a base fee would be increased for an additional seven year period. However, if the Resolution is passed Amber will no longer be entitled to a incentive fee and therefore any compensatory payment would not take into account any payment in respect of any potential incentive fee.

6. Material Contracts

Other than the amendments to the Investment Advisory Agreement and the Partnership Agreement referred to in paragraph 4.1, the Company has not entered into any contracts (other than contracts in the ordinary course of business) within the last two years which are or may be material or which are contracts which have been entered into by the Company and contain provisions under which the Company has any obligation or entitlement which is material to the Company as at the date of this document.

7. Significant change

There has been no significant change in the financial or trading position of the Company and its subsidiaries since 30 June 2013, being the date of the last published unaudited interim accounts of the Company.

8. Advisor's Consent and Capacity

Numis Securities Limited, as advisor to the Board, has given and has not withdrawn its consent to the issue of this document with the inclusion of its name and references to it in this document in the form and content in which they appear. In providing its advice to the Board, Numis Securities Limited is acting in its capacity as sponsor under the Listing Rules.

9. Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on any day (Saturdays, Sundays and public holidays excluded) at the registered office of the Company and at the offices of Hogan Lovells International LLP at Atlantic House, Holborn Viaduct, London EC1A 2FG:

(a) the memorandum and articles of association of the Company;

(b) the audited report and accounts of the Company for the financial years ended 31 December 2011 and 31 December 2012 and the interim unaudited accounts of the Company for the period ended 30 June 2013; and

(c) this Circular.

The memorandum and articles of association of the Company will also be available at the Extraordinary General Meeting for at least 15 minutes prior to and during the meeting.

Dated 28 August 2013.

PART 4: DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

"Amber" or the **"Investment Advisor"**	means Amber Fund Management Limited, a limited company incorporated in England and Wales with registered number 6745576;
"Amended Agreements"	means the Amended and Restated Partnership Agreement, the Amended IAA and the Amended Operating Agreement;
"Amended and Restated Partnership Agreement"	means the proposed second amended and restated deed of limited partnership described in Part 3 of this Circular;
"Amended IAA"	means the proposed amended and restated Investment Advisory Agreement described in Part 3 of this Circular;
"Amended Operating Agreement"	means the proposed amended and restated Operating Agreement described in Part 3 of this Circular;
"Articles"	means the articles of incorporation of the Company in force from time to time;
"Average Market Capitalisation"	means the average market capitalisation of the Company in respect of the relevant period calculated by reference to the volume average weighted price of the average number of Ordinary Shares for which a price is quoted on the London Stock Exchange for the last 20 London Stock Exchange trading days in the relevant period;
"Benchmark Return"	means the value of *n* in the following formula: *n* = AMC x BRI where: AMC is the Average Market Capitalisation in respect of the relevant period; and BRI is the increase or decrease in the Benchmark Return Index over the relevant period expressed as a percentage based on the daily closing value of the Benchmark Return Index over the last 20 days of trading of Ordinary Shares in the relevant period (or if there have been less than 20 days of trading in the relevant period the average value on the days in the relevant period on which the Ordinary Shares traded or if there have been no trades, on the last day on which the Ordinary Shares traded) compared with the value of this index in respect of the last 20 days of trading of Ordinary Shares in the immediately preceding period (calculated on the same basis);
"Benchmark Return Index"	means an index measuring the accumulated value of the aggregate return obtained by investors in the Current 15 Year Gilt plus 2.5%, taking into account interest paid and changes in capital value (and assuming that such interest is reinvested into the Current 15 Year Gilt on the date payable);
"Circular"	means this document;
"Company"	means International Public Partnerships Limited, a company incorporated under the laws of Guernsey with registered number 45241;
"Current 15 Year Gilt"	means in respect of the relevant period, such 15 year fixed interest gilt (or gilt with 15 years remaining) issued by the UK Debt Management Office (or any replacement or successor to it) as the Directors, acting reasonably and in consultation with Amber, select as the current 15 year gilt applicable at the commencement of such period;
"Directors" or **"Board"**	means the directors from time to time of the Company (or, where the context so requires, any duly constituted committee thereof), and "**Director**" is to be construed accordingly;
"Extraordinary General Meeting"	means the extraordinary general meeting of the Company to be held on 23 September 2013 (or any adjournment thereof), notice for which is set out in Part 2 of this document;
"FCA"	means the UK Financial Conduct Authority;
"Form of Proxy"	means the form of proxy for use by Shareholders in respect of the Extraordinary General Meeting;
"GAV" or **"Gross Asset Value"**	means the gross asset value of the Company's investment portfolio, calculated on a fair market basis and including (a) borrowings and other liabilities of any member of the Group; (b) subscription obligations of any member of the Group; and (c) firm commitments in respect of future assets or investments made by any member of the Group, but excluding (a) such part of the proceeds of any share issue until they are invested or committed to be invested, and (b) any project debt liabilities of any project entity;
"General Partner"	means International Public Partnerships GP Limited, a limited company incorporated in England and Wales with number 5938778;
"Group"	means the Company, International Public Partnerships Lux 1 S.à r.l., Luxco 2, the Partnership and their subsidiaries or companies wholly owned by them;
"Independent Directors"	means Keith Dorrian, Rupert Dorey, Claire Whittet and John Whittle;

"IPO"	means the Company's initial public offer in 2006;
"Investment Advisory Agreement"	the investment advisory agreement between the Investment Advisor and the Company, as amended;
"Listing Rules"	means the Listing Rules created by the FCA under Part VI of the Financial Services and Markets Act 2000, as amended;
"London Stock Exchange"	means London Stock Exchange plc;
"Luxco 2"	means International Public Partnerships Lux 2 S.à r.l.;
"Official List"	means the official list maintained by the UK Listing Authority;
"Operating Agreement"	means the amended and restated agreement between Amber (in its capacity as operator of the Partnership) and the General Partner, as amended;
"Ordinary Share Return"	means the value of *n* in the following formula: *n* = AMC x OSRI where AMC is the Average Market Capitalisation in respect of the relevant period; and OSRI is the movement in the Ordinary Share Return Index over the relevant period expressed as a percentage based on the average daily closing value of the Ordinary Share Return Index on the last 20 days of trading of Ordinary Shares on the London Stock Exchange in the relevant period (or if there have been less than 20 days of trading in the relevant period the average value on the days in the relevant period on which the Ordinary Shares traded or if there have been no trades, on the last day on which the Ordinary Shares traded) compared with the average daily closing value of the Ordinary Share Return Index on the last 20 days of trading of Ordinary Shares on the London Stock Exchange in the immediately preceding relevant period;
"Ordinary Share Return Index"	means an index measuring the accumulated value of Ordinary Shares traded on the London Stock Exchange and taking into account any Company dividends and distributions paid (assuming that such dividends as distributions are reinvested in Ordinary Shares at the market price on the date payable) and changes in capital value of Ordinary Shares;
"Ordinary Shares"	means ordinary shares of 0.01 penny each in the capital of the Company;
"Partnership"	means International Public Partnerships Limited Partnership, a limited partnership registered in England and Wales with number LP11596;
"Partnership Agreement"	means the amended and restated deed of limited partnership dated 23 June 2009 supplemented by a deed dated 24 May 2012 between the General Partner and Luxco 2;
"Regulatory Information Service"	means a regulatory information service approved by the FCA and on the list of Regulatory Information Services maintained by the FCA;
"Resolution"	means, the resolution to be proposed at the Extraordinary General Meeting;
"Share"	means a share of any class in the capital of the Company;
"Shareholder"	means a registered holder of a Share;
"UK" or **"United Kingdom"**	means the United Kingdom of Great Britain and Northern Ireland;
"UK Listing Authority" or **"UKLA"**	means the FCA in its capacity as a competent authority for listing in the UK; and
"US" or **"United States"**	means the United States of America its territories and possessions any state of the United States and the District of Columbia.