

First Amendment Agreement to the Co-investment Agreement (the "Amendment Agreement") dated 28, 2015 by and among, by and among Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria, as trustee under the CKD Trust (as such term is defined below), and CDP Groupe Infrastructures Inc. (also known as CDP Infrastructures Group, Inc, "CDP", and together with the CKD Trust, the "Parties") pursuant to the following Recitals and Sections.

RECITALS

I. Defined Terms. Capitalized terms used in this Amendment Agreement that are not otherwise defined herein, shall have the respective meanings assigned to them in the Co-Investment Agreement.

II. CKD Trust. On July 27, 2015, CKD Infraestructura México, S.A. de C.V., as settlor, Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria, as trustee (the "CKD Trustee"), and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, as common representative, entered into an the Irrevocable Trust Agreement number F/1875 (the "CKD Trust Agreement") which purpose is, among others, that the CKD Trustee carries out a restricted public offering (*oferta pública restringida*) in Mexico of development trust certificates (*certificados bursátiles fiduciarios de desarrollo*) in the terms set forth therein.

III. Original Co-Investment Agreement. On September 18, 2105, the CKD Trustee and CDP entered into a co-investment agreement (the "Co-Investment Agreement") that sets forth the terms and conditions of an arrangement to co-invest in infrastructure and energy projects or holding companies of infrastructure and energy projects in Mexico, precisely in the terms set forth therein.

NOW, THEREFORE, based on the Recitals contained herein, the parties hereto agree as follows:

SECTIONS

FIRST. Amendment. The parties hereto hereby agree to amend paragraphs (c) and (d) of Section 11.2 of the Co-Investment Agreement in its entirety, in order to read as follows:

"(c) Interim Financials. Within the 75 (seventy five) Business Days following the end of each quarter of each fiscal year, the Trust Accountant shall provide the Parties with the interim quarterly non audited financial statements of the Co-Investment Trust, the Portfolio Vehicles and of the Investment Projects. Such interim financial statements shall be prepared by the Trust Accountant in accordance with IFRS.

(d) Audited Financials. At the end of each fiscal year of the Co-Investment Trust, the External Auditor shall audit the annual financial statements of the Co-Investment Trust and deliver such audited financial statements to the Parties, no later than April 30 of the immediately succeeding fiscal year."

SECOND. Sole Agreement. This Amendment Agreement contains the obligations and the sole agreement between the parties and supersedes any other prior obligations, agreements and understandings between them relating to the subject matter of this Amendment Agreement. The parties to this Amendment Agreement expressly acknowledge that there are no oral agreements between them. In case of conflict or inconsistency between previous written communications between the parties, and this Amendment Agreement, the terms of this Amendment Agreement shall govern and prevail for all legal purposes as may be required.

THIRD. Ratification; No Novation. The parties to this Amendment Agreement expressly agree that nothing contained in this Amendment Agreement shall constitute or be construed as a novation of the obligations under the Co-Investment Agreement. Additionally, the parties agree that all references to the Co-Investment Agreement in any other related document, shall be understood to refer to the Co-Investment Agreement, as amended by this Amendment Agreement, and as it may be modified, either partially or totally, supplemented or otherwise modified at any time hereafter.


FOURTH. Jurisdiction; Applicable Law. For all matters concerning the interpretation and compliance of this Amendment Agreement, the parties hereby expressly and irrevocably submit to the applicable laws of Mexico, and the jurisdiction of the competent courts of Mexico, Federal District, Mexico, and the parties hereby expressly and irrevocably waive their right to any other jurisdiction that may correspond by virtue of their present or future domiciles or for any other reason.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE
PAGES FOLLOW]

IN WITNESS WHEREOF, the parties enter and execute this Amendment Agreement through their duly authorized legal representatives, on the date indicated in the preamble.

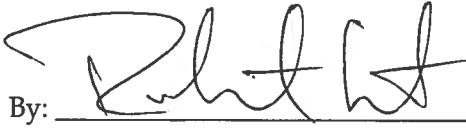
CKD Trust Agreement

Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria,
as trustee of the Irrevocable Trust Agreement number F/1875

By: 
Name: Jorge A. Serrano Medina
Title: Trustee Delegate

Signature page of the First Amendment Agreement to the Co-investment Agreement, dated October 28, 2015 by and among Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria, as trustee under the CKD Trust, and CDP Groupe Infrastructures Inc. (also known as CDP Infrastructures Group, Inc).

CDP Groupe Infrastructures Inc. (also known as CDP Infrastructures Group Inc.)

By: _____

Name: Robert Coté

Position: Attorney in fact

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