

# Limited Partnership 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.: SL5354

Name of firm or partnership: ACTIS CENTRAL MANAGEMENT POOL LP ("THE PARTNERSHIP")

Notice is hereby given that the changes specified below have occurred in this limited partnership :

a. The firm's name Previous Name  NIL	New name  NIL
b. General nature of the business Business previously carried on  To carry on in Scotland and elsewhere the business of seeking and exploiting general commercial opportunities and notifying the limited partner of the Partnership of the same with the principal objective of generating profit.	Business now carried on  To carry on in Scotland and elsewhere the business of investing and monitoring its investment in other limited partnership and collective investment undertakings which invest primarily in private equity transactions with a view to producing profits for distribution in accordance with the agreement constituting the Partnership.
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)  On 30 November 2004 Alistair Angus Mackintosh, Daniel Paul Fletcher, Jonathan Roderick Alan Bond, Gillian Mary Arthur, Anthony Patrick Halligan, Jonathan Bliss, Paul William Owers, Jonathan Mark Pay, Adam Philip St. John Quarry, Stephen Keith West, Karen Brade, Alice Chapple, Mark Edward Goldsmith, Michael Robin Anderson Miller, Christopher Richard Brain, Brendan Fahy, Alasdair Maclay, Angela Roshier and Andrew William Michael Reicher became limited partners in the Partnership.	
e. Term of character of the partnership (see Note 2)  Previous term  The Partnership shall continue indefinitely from 21 October 2004 unless sooner terminated in	New term  Subject to Clause 18 of the agreement constituting the Partnership, the Partnership shall terminate 90 days after

accordance with the provisions of the agreement establishing the Partnership	such time as Actis Executive Limited Partnership has terminated.
<p>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).</p> <p><b>See (h) overleaf</b></p>	
<p>g. Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.</p> <p><b>NIL</b></p>	

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) (£)
Alistair Angus Mackintosh	56.20	56.20
Daniel Paul Fletcher	93.70	93.70
Jonathan Roderick Alan Bond	46.80	46.80
Gillian Mary Arthur	28.10	28.10
Anthony Patrick Halligan	28.10	28.10
Jonathan Bliss	28.10	28.10
Paul William Owers	18.70	18.70
Jonathan Mark Pay	37.50	37.50
Adam Philip St. John Quarry	18.70	18.70
Stephen Keith West	37.50	37.50
Karen Brade	14.10	14.10
Alice Chapple	14.10	14.10
Mark Edward Goldsmith	14.10	14.10
Michael Robin Anderson Miller	14.10	14.10
Christopher Richard Brain	14.10	14.10
Brendan Patrick Fahy	14.10	14.10
Alasdair Maclay	14.10	14.10
Angela Roshier	14.10	14.10
Andrew William Michael Reicher	46.80	46.80

Signed by Alan Henry Soppitt as attorney for and on behalf of Actis Executive GP Limited, general partner of the Partnership Alan Soppitt

Date: 6 December 2004

Presented by: Burness LLP, 50 Lothian Road  
Festival Square, Edinburgh EH3 9WJ

Presentor's reference: JXD/CLI/13/78 (810401)

**DX ED 73 Edinburgh**

#### 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.

3. 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.
4. 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.
5. The statement must be signed at the end by the firm, and delivered for registration within seven days of the changes taking place.

## POWER OF ATTORNEY

This power of attorney is made by Actis Executive GP Limited.

We, Actis Executive GP Limited, registered number SC268230 having our registered office at 50 Lothian Road, Festival Road, Festival Square, Edinburgh EH3 9WJ, Scotland hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt and Peter Alexander Lawson all of Burness, 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ as our true and lawful attorney with full power and authority in our name and on our behalf: -

- (a) to execute the partnership agreements and any other documents that are required to be executed by us, in connection with the Scottish limited partnerships to be known as Actis House Pool LP and Actis Central Management Pool LP (which shall include for the avoidance of doubt any partnership interests agreements dealing with how the income and capital accruing to the said partnerships shall be allocated);
- (b) to execute any replacement partnership agreements and any documents that are required to be executed by us, in connection with any changes made to any of the documents referred to in paragraph (a) above;
- (c) to execute any deed of assignment or assignation or any other instrument of transfer in respect of our interest or any part thereof in the said Partnerships; and
- (d) without prejudice to the generality of the foregoing to execute in our name and to file with the Registrar of Limited Partnerships such statutory form or forms as may be required under the Limited Partnerships Act 1907 or any regulations made thereunder in relation to such execution pursuant to this power of attorney.

This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by or made against him pursuant to the *bona fide* exercise by him of his power pursuant to this power of attorney:

### **IN WITNESS WHEREOF**

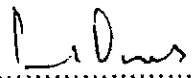
This power of attorney has been executed by us as a deed at 2 More London Riverside, London SE1 2JT on the 8th day of October 2004 as follows: -

For and on behalf of  
**ACTIS EXECUTIVE GP LIMITED**

by

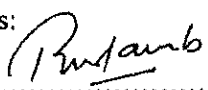
**ACTIS CAPITAL LLP**

as sole director

Signature of member..... 

Name of member..... PAUL OWERS

In the presence of this witness:

Signature of witness ..... 

Full Name of witness ... PATRICIA LAMB

Occupation of witness ... Company Secretary

Address of witness ... 2 More London Riverside  
London SE1 2JT