

# 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.: SL5971

Name of firm or partnership: AAC Capital NEBO Feeder II LP (the "Partnership")

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

(Please see notes overleaf)

a.	The firm's name Previous Name  Nil	New name  Nil
b.	General nature of the business Business previously carried on  Nil	Business now carried on  Nil
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)  Nil	
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).  For increases see (h) below.	
g.	Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.  Nil	
h.	Statement of increase in capital contributions  Nil	

MONDAY



SCT

\*SNW6X7F0\*

16/02/2009

COMPANIES HOUSE

895

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)
Goldman Sachs Private Equity Holdings, L.P.	€1,000	€24,733.72

Signature of firms



Date: 16 February 2009

Christopher Scott as attorney for and on behalf of AAC  
Capital NEBO Feeder GP Limited, general partner of the  
Partnership.

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

Presentor's reference: deb/10/5/jzm

**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.
- 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.

This power of attorney is made the 15th day of April 2008 by AAC Capital NEBO Feeder GP Limited.

We, AAC Capital NEBO Feeder GP Limited, having our registered office at Polygon Hall, Le Marchant Street, St Peter Port, Guernsey GY1 4HY hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson and Jonathan Heaney all of Burness LLP, 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:-

- 1 to execute the partnership agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnership known as AAC Capital NEBO Feeder LP (which shall include for the avoidance of doubt any partnership interests agreement dealing with how the income and capital accruing to the said partnership shall be allocated);
- 2 to execute any replacement partnership agreement 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 1 above;
- 3 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 Partnership; and
- 4 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 Guernsey on the 15 day of April 2008 as follows:-

For and on behalf of


AAC CAPITAL NEBO FEEDER GP LIMITED

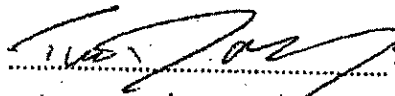
by


Laurence McNair ..... Director

and

Heritage International Fund Managers  
Limited ..... Secretary

  
.....

  
TIM DAVISON

  
SARAH WEIR

This power of attorney is made the 19<sup>th</sup> day of March 2007 by AAC Capital NEBO Feeder GP Limited.

We, AAC Capital NEBO Feeder GP Limited, registered number • having our registered office at Trafalgar Court, Les Banque, St Peter Port, Guernsey hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson and Jonathan Heaney all of Burness LLP, 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:-

- 1 to execute the partnership agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnership known as AAC Capital NEBO Feeder LP (which shall include for the avoidance of doubt any partnership interests agreement dealing with how the income and capital accruing to the said partnership shall be allocated);
- 2 to execute any replacement partnership agreement 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 1 above;
- 3 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 Partnership; and
- 4 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 Amsterdam on the 19<sup>th</sup> day of March 2007 as follows:-

For and on behalf of  
AAC Capital NEBO Feeder GP Limited  
by

M. VAN PESCH ..... Director

and

S. HAVER ..... Director/Secretary