

Limited Partnerships 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) (see note 1)

Registration No. SL14275

Name of firm A4C S Feeder LP (the "Partnership")

The changes specified below have been made or have occurred in this limited partnership (see notes overleaf):

a. Firm name	Previous name Nil	New name Nil	
b. General nature of the business	Business previously carried on See Paper Apart 1	Business now carried on See Paper Apart 1	
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 2) In the case of an authorised partnership state any change in the general partner or in the name of the general partner Actis Umbrella GP Limited has withdrawn as a general partner of the Partnership. Actis Advice Procurement Limited has been admitted as a general partner of the Partnership. Peter Oids has transferred his entire interest in the Partnership to Actis GP LLP. Peter Oids ceased to be a limited partner of the Partnership. Actis 4 Carry Pool LP and CDC Group plc have been admitted as limited partners of the Partnership.			
e. Term or character of the partnership (see note 3) Where the change in character is	Change in character	Previous term See Paper Apart 2	New term See Paper Apart 2

authorisation as an authorised partnership or the revocation of such authorisation, give the date and the number of the authorisation order			
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f. Sum contributed by any limited partner (see note 4)
Particulars of any increase in capital contributions must be provided in section h.
Not applicable to an authorised partnership.

Peter Olds has reduced his capital contribution in the Partnership by \$1.00 from \$1.00 to nil.

On being admitted to the Partnership, Actis 4 Carry Pool LP and CDC Group plc have each made the capital contribution as detailed at h. below.

g. Liability of any partner by reason of his becoming a limited instead of a general partner or a general partner instead of a limited partner

Nil

h. Statement of increase in capital contributions (see note 4)

Names of limited partner	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated) US\$	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated) US\$
Actis 4 Carry Pool LP	100	100
CDC Group plc	25	25

Signed by **ALAN SOPPITT** as attorney for and on behalf of **Actis GP LLP**, general partner of the Partnership.



Presented by: **Actis GP LLP**
8th Floor
2 More London Riverside
London
SE1 2JT

Presenter's reference:
SIM/2053/41/LELLIS
21 October 2013

NOTES:

- 1 This form is also to be used to notify changes in a limited partnership which is a partnership scheme (within the meaning given by section 235A(5) of the Financial Services and Markets Act 2000) for which an authorisation order has been made under section 261D of that Act ("an authorised partnership"). The requirement to notify changes in partnerships under section 9 of the Limited Partnerships Act 1907 has been modified for authorised partnerships by regulation 16(6) of the Collective Investment in Transferable Securities (Contractual Scheme) Regulations 2013.

- 2 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. In the case of an authorised partnership, any change in the general partner or in the name of the general partner must be notified here (no change in the limited partners or in the name of a limited partner is required to be notified).
- 3 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. In the case of an authorised partnership, notify here the making or revocation of the authorisation by the Financial Conduct Authority (include the authorisation number).
- 4 Any variation in the sum contributed by any limited partner must be stated in section f. A statement of any increase in the amount of the partnership capital, whether arising from an increase of contributions, or from introduction of fresh partners must also be stated in section h. In the case of an authorised partnership, no change in the sum contributed by a limited partner is required to be notified.
- 5 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.
- 6 The statement must be signed at the end by the firm, and must be sent by post or to the registrar delivered for registration within seven days of the changes taking place.

**THESE ARE THE PAPERS APART REFERRED TO IN THE FOREGOING FORM LP6 DATED
21 OCTOBER 2013 IN RESPECT OF A4C S FEEDER LP**

FORM LP6

DEFINITIONS

In these Papers Apart, terms not defined herein shall have the meaning given to them in the amended and restated limited partnership agreement among Actis GP LLP, Actis Umbrella GP Limited, Actis Advice Procurement Limited, Actis 4 Carry Pool LP, Peter James Olds and CDC Group plc dated 8 October 2013, as amended from time to time (the "Partnership Agreement").

"Commitment" means the aggregate amount agreed to be advanced by a Limited Partner (whether or not such amount has been repaid to such Limited Partner in whole or in part pursuant to the Partnership Agreement) as set out in its subscription form(s), as the context requires;

"Fund Partnership Agreement" means the limited partnership agreement constituting Actis Global 4 C LP, as amended and/or restated from time to time;

"General Partner" means each of Actis GP LLP and Actis Advice Procurement Limited, or any other person who shall be admitted as a successor general partner of the Partnership in accordance with the terms of the Partnership Agreement;

"Investments" means investments acquired by the Partnership, directly or indirectly, including but not limited to shares, debentures, convertible loan stock, options, warrants or other securities or debt instruments in, or in respect of, the capital of any body corporate or other vehicle and loans (whether secured or unsecured and whether or not subordinated) made to, or acquired in respect of, any body corporate or other vehicle and which, for the avoidance of doubt, shall include any Top-Up Investment (as defined in the Partnership Agreement) and the investment in the Partnership where the context so requires;

"Limited Partner" means: (a) a person which has become a party to the Partnership Agreement (i) upon the acceptance by the Managing GP of its executed subscription form, whether or not such person has been admitted as a limited partner of the Partnership under the United Kingdom Limited Partnership Act 1907, or (ii) upon admission to the Partnership as a Substitute Limited Partner pursuant to the Partnership Agreement, in each case for so long as they do not cease to be a limited partner in accordance with the terms of the Partnership Agreement;

"Limited Partner Special Consent" means the written consent consisting of one or more documents in like form each signed by one or more of the Limited Partners who, at the time of providing such consent, together hold over 75% of Partnership Commitments, provided that the commitments of any: (i) Limited Partner who is at the relevant time failing to comply with the terms of a drawdown notice; or (ii) of any member of the Actis Group, is in each case deemed to be zero for the above purposes;

"Loan" means, in respect of each Limited Partner, the aggregate amount in US\$ of interest-free subordinated loan advanced or agreed to be advanced to the Partnership by such Limited Partner, comprising 99.9999% of its Commitment, unless reduced pursuant to the Partnership Agreement

"Managing GP" means Actis GP LLP or any other person who shall be admitted in accordance with the terms of the Partnership Agreement as successor general partner of the Partnership with the rights and obligations of Actis GP LLP hereunder;

"Partnership Commitments" means the total amount of the Commitments, as adjusted pursuant to the Partnership Agreement; and

"Substitute Limited Partner" means a person admitted to the Partnership pursuant to the Partnership Agreement as the successor to all or part of the rights and liabilities of a Limited Partner.

PAPER APART 1

PREVIOUS PURPOSE

To carry on in Scotland and elsewhere the business of participating in other limited partnerships and making investments.

NEW PURPOSE

In Scotland and elsewhere: (i) indirectly through an Investment in Actis Global 4 C LP; and (ii) otherwise by making Top-Up Investments (as defined in the Partnership Agreement), to carry on the business of investing and monitoring the performance of investments and, in particular but without limitation, to make investments (and to monitor same) including, but not limited to, the acquisition, sale and disposal of equity or equity-related securities and/or instruments issued by predominantly unlisted companies or undertakings located in emerging markets on a global basis, and the making of loans (whether secured or unsecured) to such companies or undertakings, with the principal object of generating income and capital gains, subject to the Partnership Agreement.

PAPER APART 2

PREVIOUS TERM

The Partnership shall terminate upon the happening of any of the following events (but not otherwise):-

- (i) if an order is made by the courts, or an effective resolution is passed for, the liquidation, winding-up or administration of either of the general partners of the Partnership (other than where any of the foregoing is taken or effected for the purpose of any reconstruction or reorganisation while solvent and where the successor general partner of the Partnership appointed subsequent to such reconstruction or reorganisation has assumed the rights and obligations of such general partner of the Partnership); or
- (ii) if all the limited partners of the Partnership unanimously agree in writing that the Partnership should so terminate.

NEW TERM

The Partnership terminates on the date of termination of Actis Global 4 C LP or earlier upon the happening of any of the following events:

- a) the bankruptcy, insolvency, dissolution, liquidation, removal or expulsion of both General Partners, in which case the Partnership terminates automatically and without notice (and without any further action of any of the Limited Partners);
- b) notice served on the Managing GP in its capacity as managing general partner of Actis Global 4 C LP pursuant to the Fund Partnership Agreement unless Actis Global 4 C LP is continued pursuant to the Fund Partnership Agreement;
- c) notice served by the Managing GP on the Limited Partners that no further Loans may be drawn down under the Partnership Agreement and that all Investments have been either written off or realised and the realisation proceeds have been distributed pursuant to the Partnership Agreement;
- d) the agreement of the Managing GP and of the Limited Partners by a Limited Partner Special Consent;

- e) notice served on the Managing GP in its capacity as managing general partner of Actis Global 4 C LP pursuant to the Fund Partnership Agreement unless Actis Global 4 C LP is continued pursuant to the Fund Partnership Agreement;
- f) notice served by the Managing GP on the Limited Partners (1) following any change in the law as a result of which, in the good faith opinion of the Managing GP, having previously taken appropriate external advice and consulted with the Investor Panel (as such term is defined in the Fund Partnership Agreement), the continuation of the Partnership becomes unlawful, or impractical or inadvisable; or (2) to avoid any violation of, or registration under, the United States Investment Company Act of 1940, as amended, United States Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the United States Internal Revenue Code of 1986, as amended.

This power of attorney is made the 24 day of September 2013 by Actis GP LLP.

We, Actis GP LLP, registered number OC370074 having our registered office at 2 More London Riverside, London SE1 2JT hereby irrevocably make, constitute and appoint each of Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson, Mark Julian Ellis, Christopher Phillip Gotts, Jonathan Heaney and Walter James Clark all of Burness Paul 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 or to be known as ~~AC~~ C Sub-Feeder LP (the "Partnership");
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- 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 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 2 More London on the 24 day of September 2013 as follows: SE1 2JT

For and on behalf of Actis GP LLP

by  Member
(Signature)

PAUL ALEX
(Print Full Name)

before this witness:

 (Witness)

MARK JULIAN ELLIS (Name)

2 MORE LONDON (Address)

SE1 2JT

