

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.: 4276

Name of firm or partnership: **Europe LBO III-2 L.P.**

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 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) On 9 July 2001 BNP Paribas Scottish General Partner Limited retired as General Partner and assigned its entire interest in the Partnership to BNP Paribas General Partner Limited who from this date became the General Partner of the Partnership	
e. Term of character of the partnership (see Note 2) 10 years from 26 June 2001 Previous term	New term 10 years from 4 May 2001 subject to extension.
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). Nil	
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		
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)

Signature of firms

Alan Soppitt

Date: 11 July 2001

Alan Soppitt for and on behalf of BNP Paribas General Partner Limited as general partner of Europe LBO III-2 L.P.

Presented by:

**Burness
50 Lothian Road
Festival Square
Edinburgh EH3 9WJ**

Presentor's reference:

AHS/B2469

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.

POWER OF ATTORNEY

This Power of Attorney is made the 9th day of July 2001 by BNP Paribas General Partner Limited. ("the Appointor")

We, the Appointor, of Beaumont House, Third Floor, Bay Street, P.O. Box N4883 Nassau, The Bahamas, hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Peter Alexander Lawson, Christopher Scott and Alan Henry Soppitt 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:-

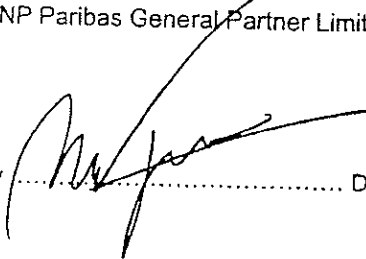
- (a) to execute the partnership agreements and any other documents, including deeds of assignation and retirement, that are required to be executed by us, in connection with five Scottish Limited Partnerships known as Europe LBO III LP, Europe LBO III-2 LP, Europe LBO III-3 LP, Europe LBO III-4 LP and Europe LBO III-5 LP (which shall include for the avoidance of doubt any partnership interests agreements dealing with how the income and capital accruing to the said Partnership 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 deeds of assignment or assignation or any other instrument of transfer in respect of our interest or any part thereof in the said Partnership; 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 Partnership Act 1907 or any regulations made thereunder in relation to such execution pursuant to this power of attorney.

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 Nassau, Bahamas on the 9 July 2001 as follows:

for and on behalf of

BNP Paribas General Partner Limited.

by  Director

by  Director/Secretary