

Limited Partnership Act 1907

LP6

CHFP025

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.: SL5877

Name of firm or partnership: Electra Private Equity Partners 2006 Scottish L.P. (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) Due to an assignation by Kingsway Equity GP Scotland II Limited dated 12 October 2006, Kingsway Equity Partners L.P. became general partner of the Partnership and Kingsway Equity GP Scotland II Limited ceased to be general partner of the Partnership.	
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). 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)
Nil		

Signature of firms

Alan Soppitt

Date: 16 October 2006

Alan Soppitt as attorney for and on behalf of Kingsway
Equity Partners L.P. as general partner of the Partnership

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

Presentor's reference: SJB/1/355

DX ED 73 Edinburgh

NOTES:

- 1 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.
- 2 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 the 12th day of October 2006 by KINGSWAY EQUITY PARTNERS L.P. ("the Appointor")

We, the Appointor, registered number SL3477, having our principal place of business at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ, hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Jonathan Heaney, Grant Tennant Stevenson 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 agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnership known as Electra Private Equity Partners 2006 Scottish L.P. (which for the avoidance of doubt shall include 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 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 (a) above;
- (c) to execute any form of 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 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 Jersey on the 12th day of October 2006 as follows:-

For and on behalf of Kingsway Jersey GP Limited general partner of and executing for and on behalf of KINGSWAY EQUITY PARTNERS L.P.

Michael George Best
Director

By  Director

Sharon Le Gaignon
Alternate Director

By  Director/Secretary