

**FILE COPY**



**CERTIFICATE OF REGISTRATION  
OF A LIMITED PARTNERSHIP**

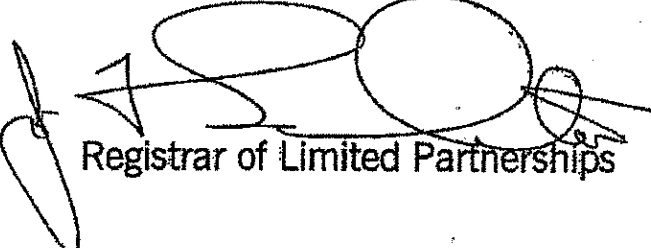
Partnership No. 5877

I hereby certify that the firm

ELECTRA PRIVATE EQUITY PARTNERS 2006 SCOTTISH L. P.

having lodged a statement of particulars pursuant to section 8 of the Limited Partnerships Act, 1907, is this day registered as a limited partnership.

Given at Companies House, Edinburgh, the 11th October 2006

  
Registrar of Limited Partnerships



**C O M P A N I E S   H O U S E**

CHFP025

(Registration fee £2)

COMPANIES HOUSE

**Limited Partnership Act 1907**

FEE PAID

EDINBURGH

**LP5**

Application for Registration of a Limited Partnership and Statement of particulars and of the amounts contributed (in cash or otherwise) by the Limited Partners.

(Pursuant to section 8 of the Limited Partnerships Act 1907)

Name of firm or partnership: **Electra Private Equity Partners 2006 Scottish L.P. (the "Partnership")**

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

**The general nature of the business**

To carry on in Scotland and elsewhere the business of an investor and in particular, but without limitation, to identify, research, negotiate, make and monitor the progress of and arrange the sale of investments, with the principal objective of providing the Partnership with a high overall rate of return by means of both income and capital gains.

**The principal place of business**

50 Lothian Road  
Festival Square  
Edinburgh  
EH3 9WJ

**The term, if any, for which the partnership is entered into**

The term of the Partnership shall commence as from the date of the agreement governing the Partnership and shall continue until the twenty-fifth anniversary thereof or such other date as the partners by a partners' consent may from time to time agree.

**If no definite term, the conditions of existence of the partnership**

N/A

**Date of commencement**

10 October 2006

**The partnership is limited and the full name and address of each of the partners are as follows:**

**General Partners**

**Kingsway Equity GP Scotland II Limited**  
50 Lothian Road  
Festival Square  
Edinburgh  
EH3 9WJ

**Limited partners**

**Brookshot IV Limited**  
Paternoster House  
65 St Paul's Churchyard  
London  
EC4M 8AB

**Amounts Contributed (1)**

£10

**TOTAL**

£10

Signature of all the partners

EDIN 1187298 v 2

TUESDAY



SCT 10/10/2006 1400  
COMPANIES HOUSE

   
Alan Soppitt as attorney for and on behalf of  
Kingsway Equity GP Scotland II Limited

Date 10 October 2006

Presentor's reference: SJB/1/355/JZM

   
Alan Soppitt as attorney for and on behalf of  
Brookshot IV Limited

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

**Notes**

- (i) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.

This power of attorney is made the 9 day of ~~OCTOBER~~ 2006 by Kingsway Equity GP Scotland II Limited.

We, Kingsway Equity GP Scotland II Limited, registered number SC 306874, having our registered office 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, Peter Alexander Lawson, Jonathan Heaney and Grant Tennant Stevenson 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 to be known as Electra Private Equity Partners 2006 Scottish L.P. (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 on the 9 day of ~~OCTOBER~~ . 2006 as follows:-

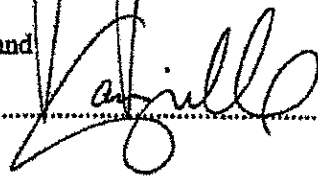
For and on behalf of

KINGSWAY EQUITY GP SCOTLAND II LIMITED

by

 ALZARTE Director

and

 A W Guille  
Director/Sec retary

This power of attorney is made the 9 day of October 2006 by Brookshot IV Limited.

We, Brookshot IV Limited, registered number 05939907 having our registered office at Paternoster House, 65 St Paul's Churchyard, London, EC4M 8AB, hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Jonathan Heaney and Grant Tennant Stevenson 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 to be known as Electra Private Equity Partners 2006 Scottish L.P. (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  
on the 9 day of October 2006 as follows:-

For and on behalf of

BROOKSHOT IV LIMITED

by

 A. L. Coenme Director

and

 A W Guille Director/Secretary

A W Guille  
Director