

Limited Partnerships 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)

Registration No.: SL10401

Name of firm: Beechbrook Mezzanine 2012 GP LP (the "Partnership")

The changes specified below have been made or have occurred in this limited partnership:

(Please see notes overleaf)

| | | |
|----|--|---|
| a. | The firm name Previous Name | New name |
| b. | General nature of the business Business previously carried on The purpose of the Partnership is to carry on in Scotland and elsewhere the business of participating in other limited partnerships and making investments. | Business now carried on The purpose of the Partnership is to carry on in Scotland and elsewhere the business of a general partner in Beechbrook Mezzanine 2012 L.P. and to hold and benefit from an investment in Beechbrook Mezzanine 2012 L.P. |
| c. | Principal place of business Previous place of business | New place of business |
| d. | Change in the partners or the name of a partner (see Note 1) | |
| e. | Term or character of the partnership (see Note 2) | |

WEDNESDAY

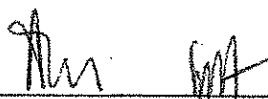


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COMPANIES HOUSE

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|--|---|---|
| <p>Previous term</p> <p>The Partnership shall terminate on the happening of any of the following events (but not otherwise): -</p> <p>(a) if an order is made by the courts, or an effective resolution is passed for, the liquidation, winding-up or administration of the General Partner (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 appointed subsequent to such reconstruction or reorganisation has assumed the rights and obligations of the General Partner); or</p> <p>(b) if all the Limited Partners unanimously agree in writing that the Partnership should so terminate.</p> | <p>New term</p> <p>The Partnership shall terminate on the expiry of 90 days after the termination of all partnerships of which the Partnership is a general partner or shall terminate prior to such date upon the happening of any of the following events without any further action on the part of the Partners: -</p> <p>(a) the bankruptcy, sequestration, insolvency, expulsion, resignation, dissolution, liquidation or withdrawal of the General Partner; or</p> <p>(b) the agreement as to such termination by the General Partner and the Founding Partners (as set out in the agreement governing the Partnership).</p> | |
| <p>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)).</p> | | |
| <p>g. Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.</p> | | |
| <p>h. Statement of increase in capital contributions</p> | | |
| <p>Names of limited partners</p> | <p>Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)</p> <p>£</p> | <p>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</p> <p>£</p> |
| | | |

Signed by **Alan Soppitt** as attorney for and on behalf of **Beechbrook Mezzanine I GP Limited**, general partner of the Partnership.



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

Presenter's reference: **SJB/1/780/AXC**

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.

- 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. 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.

This power of attorney is made the 21 day of March 2012 by Beechbrook Mezzanine I GP Limited.

We, Beechbrook Mezzanine I GP Limited, having our registered office at PO Box 127, JP Morgan House, Grenville Street, St Helier, Jersey Channel Islands 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 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 Beechbrook Mezzanine 2012 GP LP (the "Partnership");
- 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.

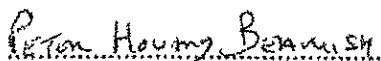
This power of attorney shall expire one year from the date hereof. And we undertake to ratify and confirm any action taken lawfully by our attorney pursuant to this power of attorney and to indemnify our attorney against all and any actions, damages, expenses, costs and claims which may be suffered by 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 21 day of March 2012 as follows:-


For and on behalf of Beechbrook Mezzanine I GP Limited

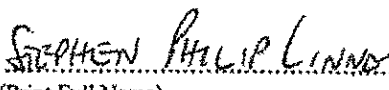
by


..... Director
(Signature)


.....
(Print Full Name)

and


..... Director/Secretary
(Signature)


.....
(Print Full Name)