

Limited Partnerships 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.: SL7035

Name of firm or partnership: CPIA SCOTLAND EXECUTIVES 2009 LIMITED PARTNERSHIP
(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 N/A	New name N/A
b.	General nature of the business Business previously carried on To carry on in Scotland and elsewhere the business of seeking and exploiting investment opportunities and notifying the Limited Partner (as defined in the agreement constituting the Partnership) of the same with the principal objective of generating profit.	Business now carried on The purpose of the Partnership is to carry on in Scotland and elsewhere the business of (a) investing and monitoring its investment in the Underlying Partnership which will in turn invest in and monitor investment in the English Partnership which will in turn invest in and monitor Investments and (b) of investing and monitoring its investment in (or participating in any arrangements relating to or investments made by) any Other Co-Investing Party (as defined in the agreement governing the Partnership). Where the "Underlying Partnership" means CPIA Scotland 2009 Limited Partnership Where the "English Partnership" means CPIA England 2009 Limited Partnership
c.	Principal place of business Previous place of business N/A	New place of business N/A
d.	Change in the partners or the name of a partner (see Note 1)	

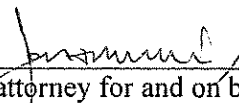
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COMPANIES HOUSE

N/A

e	<p>Term of character of the partnership (see Note 2)</p> <p>Previous term The terms of the Partnership shall continue for a period of fifteen years from the Commencement Date unless sooner terminated in accordance with the provisions of the agreement constituting the Partnership.</p>	<p>New term Subject to Clause 16 of the agreement governing the Partnership, the Partnership shall terminate 90 days after the English Partnership has terminated.</p> <p>Where the "English Partnership" means CPIA England 2009 Limited Partnership</p>
f	<p>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).</p> <p>N/A</p>	
g	<p>Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.</p> <p>N/A</p>	
h	Statement of increase in capital contributions	
	Name of Limited Partners	<p>Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)</p> <p>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</p>
	N/A	

Signature of firms 
Jonathan Heaney as attorney for and on behalf of SCM
PIA Scotland GP Limited, general partner of the
Partnership.

Date: 1 February 2011

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

Presentor's reference: FRE/10/34/PVK

DX 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. 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

By this POWER OF ATTORNEY made on 21 January 2011, we, SCM PIA SCOTLAND GP Limited, a company incorporated in and registered in Scotland with company number SC293742), whose registered office is at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (the "Company") HEREBY APPOINTS EACH OF:

Mark Julian Ellis;
Walter James Clark;
Alan Henry Soppitt;
Peter Alexander Lawson;
Grant Tennant Stevenson; and
Jonathan Heaney

each of the above an employee of Burness LLP having its business address at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ Scotland, jointly and severally (and with power to act either or alone or jointly) as our true and lawful attorneys (the "Attorneys") for and in our name and on our behalf and with full power of substitution:

A. Powers

1. To execute, whether under hand or under seal, and deliver all agreements and documents (including any agreement or document to be executed by way of deed on behalf of the Company) to be entered into on or about 21 January 2011 between the Company and others (including affiliates thereof) in relation to the amendments to the amended and restated limited partnership agreement relating to CPIA Scotland 2009 Limited Partnership, (the "SLP LPA") and the amendments to the amended and restated limited partnership agreement relating to CPIA Scotland Executives 2009 Limited Partnership (the "Exec SLP LPA"), (the SLP LPA and the Exec LPA are together the "Documents").
2. To take all actions and to execute all such additional documents ("Additional Documents") as the Attorneys may think fit to give effect to the arrangements referred to in paragraph 1 above.
3. To agree any changes, as the Attorneys may think fit in their absolute discretion, to the Documents and all such Additional Documents as the Attorneys may think fit.
4. To consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (whether as a deed or not) and take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the Documents.
5. 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 there under in relation to such execution pursuant to this power of attorney.

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all the Attorneys.

This Power of Attorney shall remain in force until the end of a period of one year from the date hereof. And

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we undertake to ratify and confirm any action taken lawfully by our Attorneys pursuant to this power of attorney and to indemnify our Attorneys against all and any actions, damages, expenses, costs and claims which may be suffered by or made against any one or more of them pursuant to the *bona fide* exercise by any one or more of them of the powers pursuant to this power of attorney;


In witness whereof, the Company has caused this Power of Attorney to be executed as a Deed and delivered on this 21 day of January 2011.

For SCM PIA SCOTLAND GP Limited


Signed as a Deed by SCM PIA SCOTLAND GP Limited

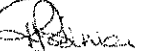
by: MARTIN MILES


.....
Director

Witnessed by: 
Roslyn Palmer
5 The North Colonnade, London E14 4BS
Accountant

by: FREDDIE LEE


.....
Director

Witnessed by: 
Roslyn Palmer
5 The North Colonnade London E14 4BS
Accountant