

# 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 and section 47 of the Finance Act 1973)

Registration No.: SL6534

Name of firm or partnership: Capital Dynamics European Mid-Market Buyout 2008 Fund (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  <b>To carry on in Scotland and elsewhere the business of an investor. The business of the Partnership shall be carried on with a view to producing profits for distribution in accordance with the limited partnership agreement.</b>	Business now carried on  <b>To carry on in Scotland and elsewhere the business of an investor primarily focussed on investment in mid-market private equity funds in Europe, and Secondary Investments (as defined in Paper Apart 1). The business of the Partnership shall be carried on with a view to producing profits for distribution in accordance with the limited partnership agreement.</b>
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)  <b>Capital Dynamics Services II Limited has ceased to be a limited partner in the Partnership and Capital Dynamics European Mid-Market Buyout 2008 has become a limited partner in the Partnership.</b>	

MONDAY



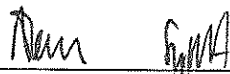
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e	<p>Term of character of the partnership (see Note 2)</p> <p>Previous term</p> <p><b>The Partnership shall terminate on the tenth anniversary of the Commencement Date (as defined in Paper Apart 1) save that the general partner may elect, by notice in writing to the limited partner, in its sole discretion to terminate the Partnership forthwith at any time.</b></p>	<p>New term</p> <p><b>Subject to the terms of the limited partnership agreement constituting the Partnership, the Partnership shall continue until the expiry of 12 years from the First Closing Date (as defined in Paper Apart 1) provided however that the life of the Partnership may be extended, by up to three additional one-year periods by the Manager (as defined in Paper Apart 1).</b></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><b>Capital Dynamics Services II Limited has reduced its capital contribution in the Partnership to nil.</b></p> <p><b>Capital Dynamics European Mid-Market Buyout 2008 has contributed €560 to the Partnership.</b></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><b>N/A</b></p>																
h	<p>Statement of increase in capital contributions</p> <table> <tr> <th>Name of Limited Partners</th><th>Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)</th><th>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</th></tr> <tr> <td><b>Capital Dynamics European Mid-Market Buyout 2008</b></td><td><b>€560</b></td><td><b>€560</b></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>		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)	<b>Capital Dynamics European Mid-Market Buyout 2008</b>	<b>€560</b>	<b>€560</b>									
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<b>Capital Dynamics European Mid-Market Buyout 2008</b>	<b>€560</b>	<b>€560</b>															

Signature of firms



Date: 27 June 2008

Alan Soppitt as attorney for and on behalf of Capital Dynamics General Partner AG, general partner of the Partnership.

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

Presentor's reference: SJB/1/494

**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.

# **Capital Dynamics European Mid-Market Buyout 2008 Fund**

## **LP6**

### **Paper Apart 1 - Definitions**

**“Commencement Date”** means 14 April 2008.

**“First Closing Date”** means 23 June 2008.

**“Manager”** means Capital Dynamics AG or its successor for the time being as manager of the Partnership.

**“Portfolio Fund”** means an investment vehicle formed as a body corporate, association, partnership or other collective investment scheme or other entity or person wherever established, incorporated or resident in respect of which the Partnership holds an interest.

**“Secondary Investment”** means an interest in a Portfolio Fund acquired from an investor who is not a sponsor of such Portfolio Fund in a privately negotiated transaction.

This power of attorney is made the 9<sup>th</sup> day of June 2008 by Capital Dynamics General Partner AG.

We, Capital Dynamics General Partner AG, a limited company registered in Switzerland with company number CH-170.3.031.231-4 having our registered office at Bahnhofstrasse 22, 6301 Zug, Switzerland hereby irrevocably make, constitute and appoint each of John Campbell Rafferty, Christopher Scott, Alan Henry Soppitt, Peter Alexander Lawson, Grant Tennant Stevenson and Jonathan Heaney 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 forms of assignation and retirement and novation, the replacement partnership agreements and any other documents that are required to be executed by us, in connection with the Scottish limited partnerships known as Capital Dynamics European Mid-Market Buyout 2008 and Capital Dynamics European Mid-Market Buyout 2008 Fund (the "Partnerships");
- 2 to execute any subsequent 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 Partnerships; 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 London on the 9<sup>th</sup> day of June 2008 as follows:-

For and on behalf of  
Capital Dynamics General Partner AG  
by

J. Jordan Votatz ..... Director

J. Jordan Votatz .....

and

.....  
..... Director/Secretary

STEFAN HUMANN .....