

# 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 partner

(Pursuant to section 9 of the Limited Partnerships Act 1907)

Registration No.: SL11053



SCT 27/07/2012 #769  
COMPANIES HOUSE

Name of firm: **Capital Dynamics Generation VIII – Asia Private Equity LP (the “Partnership”)**

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

(Please see notes overleaf)

a.	<b>The firm name</b> Previous Name  Nil	New name  Nil
b.	<b>General nature of the business</b> Business previously carried on  To carry on in Scotland and elsewhere business of an investor and in particular but without limitation to identify, research, negotiate, make and monitor and to realise investments, and carry out all functions and acts contained therewith. The business of the Partnership shall be carried on with a view to producing profits for distribution in accordance with the limited partnership agreement constituting the Partnership dated 12 July 2012 as may be amended from time to time (the “Agreement”).	Business now carried on  The purpose of the Partnership is 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 sell, realise, exchange or distribute investments in private equity funds primarily focussed on investment in Asia, and secondary investments in such funds. The business of the Partnership shall be carried on with a view to producing profits for distribution in accordance with this agreement constituting the Partnership as may be amended from time to time.
c.	<b>Principal place of business</b> Previous place of business  Nil	New place of business  Nil
d.	<b>Change in the partners or the name of a partner (see Note 1)</b>  Capital Dynamics Wolverhampton City Council L.P. has been admitted as a limited partner of the Partnership.	
e.	<b>Term or character of the partnership (see Note 2)</b>	

<p>Previous term</p> <p>The Partnership shall terminate on the 10-year anniversary of the execution of the Agreement, but may be terminated earlier at the discretion of the general partner of the Partnership (the "General Partner").</p>	<p>New term</p> <p>See Paper Apart 1.</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>On being admitted to the Partnership, Capital Dynamics Wolverhampton City Council L.P. made the capital contribution set out at (h) below.</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>Nil</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>Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)</p>
<p>Capital Dynamics Wolverhampton City Council L.P.</p>	<p>USD 250</p>	<p>USD 250</p>

Signed by Walter James Clark as attorney for and on behalf of Capital Dynamics Generation VIII GP LP, general partner of the Partnership.



Presented by: Burness LLP  
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Presenter's reference: SJB/1/758/EMH  
27 July 2012

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.
- 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.
- 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.

## Capital Dynamics Generation VIII – Asia Private Equity LP

### Paper Apart to Form LP6

#### Paper Apart 1

##### *Term*

- 1 The Partnership shall terminate on the expiry of 12 years from the First Closing Date 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):
  - 1.1 the bankruptcy, insolvency, expulsion, dissolution, liquidation or removal of the General Partner (other than pursuant to clauses 1.1 or 18.1 of the Agreement); or
  - 1.2 the agreement as to such termination of the General Partner and the Founder Partner and of the Investors by an Investors' Special Consent; or
  - 1.3 the determination of Capital Dynamics AG or its successor (the "**Manager**") in good faith that termination of the Partnership is necessary to avoid a violation or continuing violation of ERISA.

##### Definitions

In the form LP6 to which this paper apart relates defined terms shall have the following meanings:-

**"Associate"** means any corporation or undertaking which in relation to the person concerned is a holding company, parent undertaking or a subsidiary undertaking or a subsidiary undertaking of any such holding company or parent undertaking provided however that a Portfolio Fund shall not be deemed to be an Associate of the General Partner or Manager by reason only of an Investment by the Partnership or another Parallel Fund in such Portfolio Fund;

**"Capital Contribution"** means in relation to a partner of the Partnership (a "**Partner**"), the amount contributed by such Partner to the capital of the Partnership being equal, in the case of an Investor, to 0.001 per cent of its Commitment;

**"Commitment"** means in relation to an Investor, the amount committed by it to the Partnership (and accepted by the Manager in accordance with the provisions of this Agreement), whether or not such amount has been advanced in whole or in part and whether or not it has been repaid to the Investor in whole or in part, with such amount comprising of a Capital Contribution of 0.001 per cent of such committed amount and a Loan Commitment of 99.999 per cent of such committed amount and in relation to the Founder Partner the amount committed by it to the Partnership as capital;

**"ERISA"** means the United States Employee Retirement Income Security Act of 1974, as amended from time to time;

**"Final Closing Date"** means the latest to occur of:

- (a) the date upon which the last Investor is admitted to the Partnership pursuant to clause 3 of the Agreement;
- (b) the last date on which an existing Investor increases the amount of its Commitment pursuant to clause 3 of the Agreement;
- (c) the date upon which the last investor is admitted to any of the other Parallel Funds; or
- (d) the date upon which an existing investor increases its Commitment in any of the other Parallel Funds,

provided however that such date shall not be any later than 18 months after the First Closing Date;

**"First Closing Date"** means the date upon which the first Investor that is not an Associate of Capital Dynamics Generation VIII GP LP or the Manager is admitted to the Partnership pursuant to clause 3 of the Agreement or, if earlier, the date upon which the first investor is admitted to any of the other Parallel Funds;

**"Form of Adherence"** means the Form of Adherence pursuant to which certain of the Partners are admitted to the Partnership in the form determined by the Manager from time to time;

**"Founder Partner"** means Capital Dynamics Generation VIII GP LP (or its successor or permitted transferee from time to time) in respect of its Capital Contribution referred to in paragraph (D) of the Introduction as adjusted pursuant to clause 4.1 of the Agreement and only in respect of its aforesaid Capital Contribution and not in respect of its Commitment made in its separate capacity as an Investor;

**"Information Memorandum"** means the information memorandum relating to the placing of Commitments, as amended and supplemented from time to time on or before the Final Closing Date;

**"Investor"** means Capital Dynamics Generation VIII GP LP (in respect of its Commitment) (but, in relation to Capital Dynamics Generation VIII GP LP, not in respect of its separate Capital Contribution in its capacity as a founder partner) and any person who becomes a Limited Partner by signing a Form of Adherence pursuant to clause 3 of the Agreement and any Substitute Investor who acquires rights and assumes obligations in succession to an Investor (for so long as such person or Substitute Investor remains a Limited Partner);

**"Investors' Special Consent"** means the written consent (which may consist of one or more documents each signed by one or more of the Investors) of Investors who hold Commitments which in aggregate equal or exceed 75 per cent of Total Commitments provided that an Investors' Special Consent shall only be effective if investors in the Partnership and the other Parallel Funds holding in aggregate at least 75 per cent of the aggregate commitments in the Partnership and such other Parallel Funds shall have signed similar consents (and, for the avoidance of doubt, an Investor shall be entitled to split its Commitment for these purposes so that an Investor may consent in respect of part of its Commitment and withhold consent in respect of the balance);

**"Loan Commitment"** means in relation to an Investor, the loan agreed to be advanced by it to the Partnership pursuant to clause 5 of the Agreement (whether or not such loan has been advanced to the Partnership or repaid to the Investor, in whole or in part) being equal to 99.999 per cent of such Investor's Commitment;

**"Parallel Funds"** means any additional limited partnerships or entities established under agreements containing substantially similar commercial terms to the Agreement and formed pursuant to the provisions of the Information Memorandum;

**"Portfolio Fund"** means a limited partnership or other collective investment vehicle, which may be listed or unlisted, 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;

**"Subsequent Investor"** means an Investor admitted after the First Closing Date pursuant to clause 3.1 of the Agreement or any Investor who increases their Commitment pursuant to clause 3.2 of the Agreement (provided however that in the latter case such Investor shall only be a Subsequent Investor in respect of their increased Commitment); and

**"Total Commitments"** means the aggregate amount for the time being of all of the Commitments of the Investors.

This power of attorney is made the 25<sup>th</sup> day of July 2012 by Capital Dynamics Generation VIII GP LP.

We, Capital Dynamics Generation VIII GP LP, registered number SL009897 having our registered office at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ, 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 to be known as Capital Dynamics Generation VIII – Asia Private Equity LP;
- 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 Zurich, Switzerland on the 25<sup>th</sup> day of July 2012 as follows:-

For and on behalf of

Capital Dynamics Generation VIII GP LP

Acting by its general partner

Capital Dynamics General Partner II AG


by



...Jordan Urstadt.....

Director

and



...Katharina Lichtner.....

Director