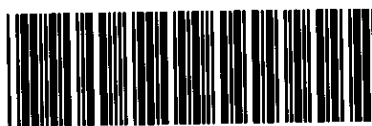


Limited Partnerships Act 1907

LP6

FRIDAY



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26/05/2017

#146

COMPANIES HOUSE

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) (see note 1)

Registration No. SL006038

Name of firm Fondinvest VIII, L.P. (the "Partnership")

COMPANIES HOUSE

26 MAY 2017

EDINBURGH FRONT DESK

The changes specified below have been made or have occurred in this limited partnership (see notes overleaf):

a. Firm name	Previous name Nil	New name Nil	
b. General nature of the business	Business previously carried on Nil	Business now carried on Nil	
c. Principal place of business	Previous place of business Nil	New place of business Nil	
d. Change in the partners or the name of a partner (see note 2) In the case of an authorised partnership state any change in the general partner or in the name of the general partner Nil			
e. Term or character of the partnership (see note 3) Where the change in character is authorisation as an authorised partnership or the revocation of such authorisation, give the date and the number of the authorisation order	Change in character Nil	Previous term See Paper Apart	New term The term of the Partnership commenced on the 3rd April 2007 and shall continue until 1 October 2017.

f. Sum contributed by any limited partner (see note 4)

Particulars of any increase in capital contributions must be provided in section h.
Not applicable to an authorised partnership.

Nil

g. Liability of any partner by reason of his becoming a limited instead of a general partner or a general partner instead of a limited partner

Nil

h. Statement of increase in capital contributions (see note 4)

Names of limited partner	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) £
Nil	Nil	Nil

Signed by ~~WALTER JAMES CLARK~~ as attorney for and on behalf of **Fondinvest Jersey GP Limited**, general partner of the Partnership.



Presented by: Burness Paull LLP
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Edinburgh
EH3 9WJ

ED 73 Edinburgh

Presenter's reference:
FON/3001/00007/RCLARK

NOTES:

- 1 This form is also to be used to notify changes in a limited partnership which is a partnership scheme (within the meaning given by section 235A(5) of the Financial Services and Markets Act 2000) for which an authorisation order has been made under section 261D of that Act ("an authorised partnership"). The requirement to notify changes in partnerships under section 9 of the Limited Partnerships Act 1907 has been modified for authorised partnerships by regulation 16(6) of the Collective Investment in Transferable Securities (Contractual Scheme) Regulations 2013.
- 2 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. In the case of an authorised partnership, any change in the general partner or in the name of the general partner must be notified here (no change in the limited partners or in the name of a limited partner is required to be notified).
- 3 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. In the case of an authorised partnership, notify here the making or revocation of the authorisation by the Financial Conduct Authority (include the authorisation number).
- 4 Any variation in the sum contributed by any limited partner must be stated in section f. A statement of any increase in the amount of the partnership capital, whether arising from an increase of contributions, or from introduction of fresh partners must also be stated in section h. In the case of an authorised partnership, no change in the sum contributed by a limited partner is required to be notified.
- 5 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.
- 6 The statement must be signed at the end by the firm, and must be sent by post or to the registrar delivered for registration within seven days of the changes taking place.

FONDINVEST VIII, L.P.

FORM LP6

PAPER APART

Previous Term

The term of the Partnership commenced on the 3rd April 2007 and shall continue for a period of (8) eight years as from 29 May 2007 (the “**Term**”), subject to the occurring of any of the following events, upon which the Partnership shall be dissolved:

- (a) the expiration of the Term;
- (b) the last business day of the first accounting period following the end of the Investment Period in which all assets acquired or agreed to be acquired by the Partnership have been sold or otherwise disposed of;
- (c) the withdrawal, removal (unless a replacement general partner is admitted to the Partnership in accordance with the limited partnership agreement constituting the Partnership as amended and/or restated from time to time (the “**Partnership Agreement**”)) insolvency or dissolution and commencement of winding-up of the general partner except on voluntary liquidation for the purposes of reconstruction or amalgamation, or the assignation by the General Partner of its entire Interest (unless the transferee is admitted as a replacement general partner of the Partnership in accordance with the Partnership Agreement), or the occurrence of any other event that causes the General Partner to cease to be a general partner of the Partnership under the Act, unless (i) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership that is hereby authorized to and does (unanimously in the case of more than one general partner) elect to continue the business of the Partnership without dissolution or (ii) within 90 days after the occurrence of such event a Majority in Interest agrees in writing or votes to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional general partners of the Partnership;
- (d) the determination in good faith by the General Partner to dissolve the Partnership because it has determined that there is a substantial likelihood that due to a change in the text, application or interpretation of the provisions of the U.S. federal securities laws (including the U.S. Securities Act of 1933, the U.S. Investment Company Act of 1940, both as amended from time to time and the rules and regulation of the Securities and Exchange Commission promulgated thereunder; and the U.S. Investment Advisers Act of 1940, as amended from time to time) or the provisions of U.S. Employee Retirement Income Security Act of 1974, as amended from time to time, (including the applicable U.S. Department of Labor regulations included within 29 C.F.R. section 2510.3-101), or any other applicable statute, regulation, case law, administrative ruling or other similar authority (including changes that result in the Partnership being taxable as a corporation or association under U.S. federal income tax law), the Partnership cannot operate effectively in the manner contemplated herein (including with respect to the General Partner’s ability to receive the amounts distributable to it with respect to any limited partner pursuant to the Partnership Agreement), after the General Partner has used its commercially reasonable efforts to remedy the circumstances resulting in the General Partner’s determination;
- (e) the entry of a decree of judicial dissolution pursuant to the Partnership Law;

- (f) at such time as there are no limited partners of the Partnership, unless the business of the Partnership is continued in accordance with the Partnership Law;
- (g) upon the prior approval by eighty-five (85)% in Interest of the Investors (excluding the commitments to the Partnership and commitments to the Parallel Funds of Investors which are shareholders of the Adviser and their affiliates); or
- (h) the dissolution of the FCPR or any other Parallel Fund thereto.

The term may be extended by the General Partner for two successive periods of one (1) year, provided that the term of the FCPR is also extended for an identical period.

Definitions:

“Adviser” means Fondinvest Capital S.A., a French *société anonyme*, authorized by the *Autorité des Marchés Financiers* as a *société de gestion de portefeuille* under the number GP 98-052, also acting as adviser to the Partnership and any other Parallel Funds;

“FCPR” means FONDINVEST VIII, a French *fonds commun de placements à risques à procédure allégée* governed by Article L. 214-37 of the French Monetary and Financial Code (*Code monétaire et financier*);

“General Partner” means Fondinvest Jersey GP Limited, a Jersey limited company, in its capacity as the general partner of the Partnership, or any additional successor general partner admitted to the Partnership as a general partner thereof in accordance with the terms of the Partnership Agreement, in its capacity as a general partner of the Partnership, but, for the avoidance of doubt, not including means Fondinvest VIII G.P. LLP, a Scottish limited liability partnership or its successor for the time being admitted as a second general partner of the Partnership pursuant to the Partnership Agreement;

“Interest” means, with respect to any partner, the interest of such partner in, or with respect to, the Partnership in accordance with the terms of the partnership agreement, including such partner’s share in the profits and the capital of the Partnership, such partner’s loans and all other rights that such partner has in, or with respect to, the Partnership;

“Investment Period” means the period of the FCPR, which states on the date of constitution of the FCPR and ends on the fourth anniversary of such date, subject to a one-year extension, in the sole discretion of the management company of the FCPR, and to such other extension or extensions as shall be approved with the written consent of the General Partner and the written consent of the limited partners of the Partnership represented 75% in Interest;

“Investors” means shall mean a limited partner or an investor in a Parallel Fund;

“Majority in Interest” means (a) in relation to a majority (or other specified percentage) of the limited partners of the Partnership, limited partners of the Partnership other than defaulting partners of the Partnership, that at the time in question have commitments to the Partnership aggregating in excess of 50% (or equal to or greater than such other specified percentage) of all commitments to the Partnership of all limited partners of the Partnership, other than default partners of the Partnership and (b) in relation to a majority (or other specified percentage) of the Investors, Investors other than defaulting investors, that at the time in question have commitments to the Partnership and commitments to the Parallel Funds aggregating in excess of 50% (or equal to or greater than such other specified percentage) of all commitments to the Partnership and commitments to the Parallel Funds of all Investors, other than the defaulting investors; provided that affiliated partners shall be

precluded from voting and their commitments to the Partnership and commitments to the Parallel Funds shall be disregarded for the purposes of the related computations, in connection with any matter subject to the vote of the limited partners of the Partnership or the Investors pursuant to the Partnership Agreement;

“Parallel Funds” means any partnerships or *fonds commun de placement à risques* and, more generally, any other additional private equity funds established to meet the needs of certain Investors by virtue of agreements containing terms and conditions similar to those of the partnership agreement;

“Partnership Law” means the Limited Partnerships Act 1907 of the United Kingdom, as amended, supplemented or replaced from time to time and the Partnership Act 1890 (insofar as it applies to limited partnerships established under the Limited Partnerships Act 1907 of the United Kingdom, as amended, supplemented or replaced from time to time), in each case as amended, supplemented or replaced from time to time;