

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.: **SL 9122**

Name of firm: **Adveg Europe V L.P. (the "Partnership")**



SCT 15/08/2011 396
COMPANIES HOUSE

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

(Please see notes overleaf)

a.	The firm's name Previous Name Nil	New name Nil
b.	General nature of the business Business previously carried on To carry on in Scotland and elsewhere the business of participating in other limited partnerships and making investments. The business of the Partnership shall be carried on with a view to producing profits for distribution in accordance with the limited partnership agreement regulating the Partnership (the "Partnership Agreement").	Business now carried on The purpose of the Partnership shall be in Scotland and elsewhere to invest Partnership funds to generate investment returns for the partners of the Partnership, principally in the form of long-term capital appreciation. The primary focus of the Partnership shall be to invest in partnerships or similar entities in Europe in the small buyout segment with a focus on value-oriented buyouts, specialist and turnaround opportunities while a small share may be invested in other segments.
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	

Stephanie Burkhalter has assigned her entire interest in the Partnership to Adveq Founder Partner Limited and has ceased to be a limited partner of the Partnership. Adveq Founder Partner Limited has been admitted as a limited partner in the Partnership.

e. Term or character of the partnership (see Note 2)

Previous term

The Partnership shall continue from the date of commencement until terminated in accordance with the Partnership Agreement.

New term

Unless earlier dissolved pursuant to the provisions of the agreement regulating the Partnership from time to time (the "Agreement"), by operation of law or by judicial decree, the Partnership shall be dissolved twelve (12) years from the Initial Closing Date (as defined in the Agreement); provided however that the duration of the Partnership may be extended in the sole discretion of the general partner for three one-year extensions if necessary or appropriate to proceed towards an orderly liquidation of the Partnership.

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)).

Stephanie Burkhalter has reduced her capital contribution by €100 from €100 to €0.

On being admitted as a limited partner of the partnership, Adveq Founder Partner Limited made the capital contribution as set out at h. below.

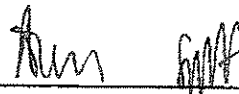
g. Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.

Nil

h. Statement of increase in capital contributions

Names 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) €
Adveq Founder Partner Limited	100.00	100.00

Signed by Alan Soppitt as attorney for and on
behalf of **Adveq Management Jersey Ltd**, general
partner of the Partnership.



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

Presenter's reference: **ADV/30/1/SZH**
Date: **15 August 2011**

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. 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 10th day of August 2011 by Adveq Management Jersey Ltd.


We, Adveq Management Jersey Ltd., a limited company incorporated under the laws of Jersey, Channel Islands registered number 107028 having our registered office at 3rd Floor, South Tower, 29/31 Esplanade, St Helier, Jersey, Channel Islands, JE2 3QA 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 assignation and retirement agreement and any other documents that are required to be executed by us, in connection with the Scottish limited partnerships known as Adveq Europe V L.P., Adveq Technology VII L.P. and Adveq Real Assets Green Power Resources L.P.,
- 2 to execute any amended and restated limited 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 any 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

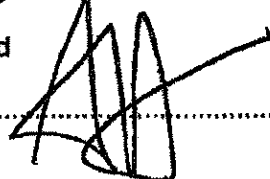
This power of attorney has been executed by us as a deed at St. Helier, Jersey on the 10th day of August 2011 as follows:-

For and on behalf of Adveq Management Jersey Ltd.

by  Director

Charlotte Le Cornu

and

 Director

Nigel Strachan