

Limited Partnerships Act 1907

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19/11/2013

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COMPANIES HOUSE

Statement specifying the nature of a change in the limit increase in the amount contributed (in cash or otherwise) by

(Pursuant to section 9 of the Limited Partnerships Act 1907) (see note 1)

Registration No. SL13335

Name of firm Access Capital Fund VI Growth Buy-out Europe LP (the "Partnership")

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 The purpose of the Partnership is to carry on in Scotland and elsewhere the business of participating in other limited partnerships and making investments.	Business now carried on The purpose of the Partnership is to carry on in Scotland and elsewhere the business of an investor in small and mid-market growth buy-out and special situation funds and in particular but without limitation as an investor in limited partnerships, other collective investment schemes or pooled private investment vehicles and to identify, research, negotiate, make and monitor the progress of and sell, realise, exchange or distribute investments which shall include but shall not be limited to the purchase, subscription, acquisition, sale and disposal of shares, debentures, convertible loan stock, commitments and other interests in other private equity funds, and the making of loans whether secured or unsecured to such funds, with the principal objective of

		providing the partners of the Partnership (the "Partners") with a high overall rate of return.	
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 The Partnership shall terminate upon the happening of any of the following events (but not otherwise):- 1. if an order is made by the courts, or an effective resolution is passed for, the liquidation, winding-up or administration of the general partner of the Partnership (other than where any of the foregoing is taken or effected for the purpose or any reconstruction or reorganisation while solvent and where the successor general partner of the Partnership appointed subsequent to such reconstruction or reorganisation has accrued the rights and obligations of the general partner of the Partnership); or 2. if all the limited partners of the Partnership unanimously agree in writing that the Partnership should so terminate.	New term The Partnership shall terminate on the expiry of ten years from the Final 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. the bankruptcy, insolvency, expulsion, resignation, dissolution, liquidation or withdrawal of the General Partner, unless the Partnership is reconstituted pursuant to the LPA; 2. the agreement as to such termination of the General Partner and the Founder Partner (as defined in the LPA) and of the Investors (as defined in the LPA) by an Investors' Special Consent; or 3. the resignation or the removal of the

			General Partner pursuant to the LPA unless, in any such case, the Partnership is reconstituted pursuant to the LPA.
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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 **ALAN SOPPITT** as
attorney for and on behalf of **Access Capital Partners II (Guernsey) Limited**, general partner of the Partnership.



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

ED 73 Edinburgh

Presenter's reference: **ACC/2017/6/DMD**
19 November 2013

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.

Defined Terms in New Term:

1. Final Closing Date: the latest to occur of:

(a) the date upon which the last Investor is admitted to the Partnership;

(b) the last date upon which an existing Investor increases the amount of its Commitment (*as defined in the LPA*);

in each case pursuant to the LPA; and

(c) the date upon which the last investor is admitted to or an existing investor increases its commitment in any of the other Parallel Vehicles;

(d) the date which is 12 months after the Initial Closing Date

provided however that this first 12 month period may be extended by the General Partner (i) for 1 additional 6-month period in the sole discretion of the General Partner and (ii) for another additional 6-month period, subject to consent of the Advisory Committee (*as defined in the LPA*).

2. **General Partner:** Access Capital Partners II (Guernsey) Limited or its successor for the time being as general partner of the Partnership
3. **Initial Closing Date:** the date upon which the first Investor is admitted to the Partnership pursuant to the LPA, or if earlier, the date upon which the first investor is admitted to any of the other Parallel Vehicles.
4. **Investors' Special Consent:** the written consent (which may consist of one or more documents each signed by one or more of the Investors) of Investors (excluding the Founder Partner) who hold Commitments which in aggregate equal or exceed 75 per cent of Total Commitments (*as defined in the LPA*) provided that an Investors' Special Consent shall only be effective if investors in the Partnership and the other Parallel Vehicles holding in aggregate at least 75 per cent of the aggregate commitments in the Partnership and such Parallel Vehicles 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), excluding any defaulting limited partner in the Partnership.
5. **LPA:** the Amended and Restated Limited Partnership Agreement relating to Access Capital Fund VI Growth Buy-out Europe LP dated 3 October 2013 as may be amended and/or restated from time to time.
6. **Parallel Vehicles:** Access Capital Fund VI FCPR Growth Buy-out Europe and any additional limited partnerships or entities established under agreements containing substantially similar commercial terms to the LPA and formed pursuant to the provisions of the Private Placement Memorandum relating to the Partnership.

This power of attorney is made the 15 day of July 2013 by Access Capital Partners II (Guernsey) Limited.

We, Access Capital Partners II (Guernsey) Limited, having our registered office at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands GY1 2HL 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 Paull & Williamsons 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 partnerships known as Access Capital Fund VI Growth Buy-out Europe LP (partnership number SL13335), Access Capital Infrastructure Fund LP (partnership number SL10778) and Access Co-Investment Infrastructure LP (partnership number SL13339) (the "Partnerships");
- 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 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 in Guernsey on the 15 day of July 2013 as follows:

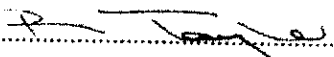
For and on behalf of Access Capital Partners II (Guernsey) Limited

by


..... Director
(Signature)

Karen Haith - Director.....
(Print Full Name)

In the presence of this witness


..... Signature

RUTH TAYLOR..... Name

1 ROYAL PLAZA,..... Address

ROYAL AVENUE, ST PETER PORT
GUERNSEY, GY1 2HL

