

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 (see Note 1)

Registration No. LP15429

Name of firm Aviva Investors UK Commercial Real Estate Senior Debt L.P.

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 any 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 See Appendix 1			
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 Appendix 2	New term See Appendix 2
f. Sum contributed by any limited partner (see note 4) Particulars of any increase in capital contributions must be provided at section h. Not applicable to an authorised partnership. See Appendix 3			

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

Nil

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

Name of limited partner	Increase of 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)
See Appendix 4		

Signature of firm

 **DAVID SKINNER**

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Presenter's reference:

C4AH/NH/W0554/00071

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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 253A(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 partnership 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) Regulation 2013.
2. Changes brought about by death, transfer of interests, increase in the number of partners or 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, state under 'previous term' the conditions under which the partnership was constituted and under '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 order 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 the 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.
6. 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 change has to be notified. In any such case, the word 'Nil' should be inserted in the other sections.
7. The statement must be signed at the end by the firm, and must be sent by post or delivered to the registrar for registration within seven days of the changes taking place.

Form LP6

Appendix 1

(d) Change in the partner/name of a partner

On 17 July 2013 BOC Pensions Limited (in its capacity as administrator of the BOC Pension Investment Fund) was admitted as a limited partner of the Partnership.

On 17 July 2013 Aviva Life & Pensions UK Limited was admitted as a limited partner of the Partnership.

On 17 July 2013 Aviva Investors Real Estate Limited withdrew as a limited partner of the Partnership.

Appendix 2

(e) Term or character of the Partnership

Previous term

The previous term of the Partnership was that the Partnership would continue until terminated by the agreement of the general partner and Aviva Investors Real Estate Limited (as the initial limited partner of the Partnership).

New term

The new term of the Partnership is that the Partnership shall continue until the expiry of 10 years from the end of the Investment Period (which may be further extended by the decision of the general partner and with the agreement of limited partners holding 75% of the interests in the Partnership for up to one year), unless otherwise terminated in accordance with the Partnership Agreement on the first to occur of the following dates or events:

- (a) the bankruptcy, insolvency, dissolution or liquidation of the general partner, unless the Partnership is continued in accordance with the Partnership Agreement; or
- (b) the agreement as to such termination by each of the general partner and the limited partners holding 75% of the interests in the Partnership; or
- (c) notice being served by the general partner on the limited partners following any change in the governing law of the Partnership Agreement as a result of which, in the reasonable opinion of the general partner, the continuation of the Partnership becomes unlawful, or impracticable or inadvisable; or
- (d) the withdrawal or the removal of the General Partner in accordance with the Partnership Agreement unless, in any such case, the Partnership is continued in accordance with the Partnership Agreement.

Appendix 3

(f) Change in the sum contributed by a limited partner

On 17 July 2013 BOC Pensions Limited (in its capacity as administrator of the BOC Pension Investment Fund) made a capital contribution of £500.

On 17 July 2013 Aviva Life & Pensions UK Limited made a capital contribution of £500.

On 17 July 2013 Aviva Investors Real Estate Limited had its capital contribution of £10 repaid to it.

Appendix 4

(h) Statement of increase in capital contributions

Names of limited partners	Increase of 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)
BOC Pensions Limited (in its capacity as administrator of the BOC Pension Investment Fund).	£500	£500
Aviva Life & Pensions UK Limited	£500	£500