

Limited Partnerships Act 1907

THURSDAY



S44GV32J
SCT 02/04/2015 #26
COMPANIES HOUSE

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. SL20075

Name of firm 17Capital HC 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 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 the business in Scotland and elsewhere of an investor in Hutton Collins Capital Partners III, an English limited partnership registered under the LP Act with registered number LP012857 (the "Fund") and in particular to acquire, hold and monitor one or more Fund interests and undertake all acts necessary and incidental to such business.
c. Principal place of business	Previous place of business NIL	New place of business NIL

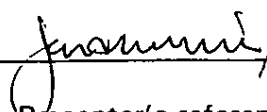
<p>d. Change in the partners or the name of a partner (see note 2) In the case of an authorised partnership state any change in the general partner or in the name of the general partner</p> <p>Hutton Collins Feeder LP has become a limited partner of the Partnership.</p>			
<p>e. Term or character of the partnership (see note 3)</p> <p>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</p>	<p>Change in character</p> <p>NIL</p>	<p>Previous term</p> <p>Please see Paper Apart</p>	<p>New term</p> <p>Please see Paper Apart</p>

<p>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.</p> <p>Hutton Collins Feeder LP and 17Capital Fund 2 L.P. have made the capital contribution as set out at (h) below.</p>
--

<p>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</p> <p>NIL</p>
--

<p>h. Statement of increase in capital contributions (see note 4)</p>		
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)
Hutton Collins Feeder LP	EUR63.49	EUR63.49
17Capital Fund 2 L.P.	EUR99.00	EUR100.00

Signed by **Jonathan Heaney** as attorney for and on behalf of **17 Capital LLP**, general partner of the Partnership.



Presented by: **Burness Pauli LLP**
50 Lothian Road
Festival Square
Edinburgh

Presenter's reference: **MAC/2163/364/NZT**
2 April 2015

EH3 9WJ

ED 73 Edinburgh

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.

17Capital HC LP
Form LP6
Paper Apart

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 both of the general partners of the Partnership (other than where any of the foregoing is taken or effected for the purpose of any reconstruction or reorganisation while solvent and where the successor general partners of the Partnership appointed subsequent to such reconstruction or reorganisation has assumed the rights and obligations of the outgoing general partners 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 30 days following the completion of the termination and the final liquidation of the Fund. Any of the following events will terminate the Partnership prior to the stated term without any action on part the part of the partners of the Partnership:

1. the bankruptcy, insolvency, dissolution or liquidation of the GP unless the Partnership is reconstituted pursuant to the terms of the limited partnership constituting the Partnership (the "Partnership Agreement");
2. the removal of the GP pursuant to the terms of the Partnership Agreement unless, in any such case, the Partnership is reconstituted pursuant to the terms of the Partnership Agreement or
3. the agreement to terminate the Partnership with the written consent of the GP, Hutton Collins Feeder LP and a majority-in-interest consent of Buyer LPs, together with a Special Consent.

All capitalised terms herein shall have the meaning given to them in the Partnership Agreement.