

Limited Partnerships Act 1907

LP6

FRIDAY



SCT 07/10/2016 #258
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. SL027009

Name of firm 17Capital Fund 4 L.P. (the "Partnership")

COMPANIES HOUSE
07 OCT 2016
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 See Paper Apart.	Business now carried on See Paper Apart.	
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 Each of the following have been admitted as a limited partner of the Partnership (the "New Limited Partners"): <ul style="list-style-type: none">• Healthcare of Ontario Pension Plan Trust Fund;• OPB Mezz Investments 2 Limited;• 3CNP Assurances SA;• Mr Paschke; and• Caisse Des Depots Et Consignations. 17 Capital Founder Partner (GP) Limited has transferred its entire interest in the Partnership to 17Capital Founder Partner 4 L.P.. 17 Capital Founder Partner (GP) Limited has ceased to be a limited partner of the Partnership.			
e. Term or character of the partnership (see note 3)	Change in character Nil	Previous term See Paper Apart.	New term See Paper Apart.

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			
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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.

Further to its admission as a limited partner of the Partnership, each of the New Limited Partners has made a capital contribution to the Partnership set out at section h below.

Further to the transfer described at section d above:

- 17Capital Founder Partner 4 L.P. has increased its capital contribution to the Partnership by EUR 100.00, from EUR 30.00 to EUR 130.00; and
- 17 Capital Founder Partner (GP) Limited has reduced its capital contribution to the Partnership by EUR 100.00, from EUR 100.00 to nil.

17Capital Founder Partner 4 L.P. has made a further capital contribution to the Partnership as set out in section h below.

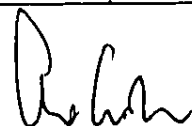
g. Liability of any partner by reason of his becoming a limited instead of a general partner or a general partner instead of a limited partner

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) €
17Capital Founder Partner 4 L.P.	EUR 441.11	EUR 571.11
Healthcare of Ontario Pension Plan Trust Fund	EUR3,000.00	EUR3,000.00
OPB Mezz Investments 2 Limited	EUR500.00	EUR500.00
3CNP Assurances SA	EUR800.00	EUR800.00
Mr Paschke	EUR40.00	EUR40.00
Caisse Des Depots Et Consignations	EUR400.00	EUR400.00

Signed by **Chris Gotts** as attorney for and on behalf of **17Capital (Scots GP 4) LLP**, general partner of the Partnership.



Presented by: Burness Paul LLP
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ED 73 Edinburgh

Presenter's reference:
MAC/2163/455/VSM

Date: 7 October 2016

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.

PAPER APART TO FORM LP6

17Capital Fund 4 L.P.

SL027009

Section B

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 accordance with the investment policy of the Partnership (the "Investment Policy") and in particular but without limitation to identify, research and negotiate investment opportunities and make and monitor the progress of and arrange the sale of equity, equity-related and loan finance investments acquired by the Partnership in accordance with the Investment Policy (whether for consideration in cash or the securities or assets of existing investments or otherwise) including but not limited to shares, warrants, debentures, loan stock, limited partnership interests or other securities of and loans (whether secured or unsecured) made to any body corporate or other entity which shall include but shall not be limited to the purchase, acquisition, sale and disposal of ordinary shares, preference shares, debentures, loan stocks, other securities, options, warrants of and in unquoted private equity transactions and limited partnership interests with the principal objective of providing investors in the Partnership with a high overall rate of return by means of both income and/or capital growth.

Section E

Previous term

The Partnership shall terminate upon the happening of any of the following events (but not otherwise):

- (i) 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 of any reconstruction or reorganisation while solvent and where the successor general partner of the Partnership appointed subsequent to such reconstruction or reorganisation has assumed the rights and obligations of the outgoing general partner of the Partnership); or**
- (ii) 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 End Date or shall terminate prior to such date upon the happening of any of the following events:

- 1 the bankruptcy, insolvency, dissolution or liquidation of the general partner of the Partnership, save that the Partnership may be reconstituted pursuant to the terms of the Partnership Agreement; or
- 2 the agreement as to such termination of the general partner of the Partnership and of the investors in the Partnership by an Investors' Ordinary Consent; or
- 3 resignation or removal of the general partner of the Partnership pursuant to the terms of the Partnership Agreement save that the Partnership may be reconstituted pursuant to the terms of the Partnership Agreement; or
- 4 the agreement as to such termination by the investors in the Partnership in accordance with the terms of the Partnership Agreement; or
- 5 the Partnership ceasing to be fiscally transparent in the UK.

Defined terms used in this Paper Apart

"End Date" means the date which is seven years after the Final Closing Date.

"Final Closing Date" means the final closing date, as determined by the general partner of the Partnership, for receipt of applications from persons wishing to become investors in the Partnership, which shall not be later than the date which is 6 months after the Start Date.

"Investors' Ordinary Consent" means the written consent (which may consist of one or more documents in like form each signed by one or more of the investors in the Partnership and investors in the Parallel Funds) of such of the investors in the Partnership and investors in the Parallel Funds whose aggregate commitments represent over 50 per cent. of the aggregate amount of commitments subscribed by all of the investors in the Partnership and investors in the Parallel Funds at the time of the request for such consent.

"Parallel Funds" means the Partnership and any additional limited partnerships or other vehicles established under agreements containing substantially similar commercial terms to the Partnership Agreement.

"Partnership Agreement" means the limited partnership agreement constituting the Partnership as amended and/or restated from time to time.

"Start Date" means the earliest to occur of:

- (a) the date on which at least 80 per cent. of the aggregate of total commitments in 17Capital Fund 3 L.P. have been invested or committed for investment (including amounts allocated for further financings of investee entities) pursuant to contracts entered into by 17Capital Fund 3 L.P. on or prior to such date;
- (b) the date on which 17Capital Fund 3 L.P.'s commitment period expires; and
- (c) the date on which 17Capital Fund 3 L.P. terminates.