

# Limited Partnerships Act 1907

# LP6

THURSDAY



\*SBG15ARM\*

SCT 03/11/2022 #113  
COMPANIES HOUSE

**Statement specifying the nature of a change in the limited partnership**

**Pursuant to section 9 of the Limited Partnerships Act 1907**

**Registration No.** SL036012

**Name of firm** NREP NSF V Feeder 1 LP (the "**Partnership**")

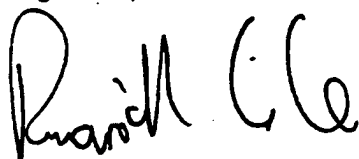
The changes specified below have been made or have occurred in this limited partnership:

(Please see notes page 3)

<b>a. Firm name</b>	Previous name  <p style="text-align: center;"><b>Nil</b></p>	New name  <p style="text-align: center;"><b>Nil</b></p>	
<b>b. Principal place of business</b>	Previous place of business  <p style="text-align: center;"><b>Nil</b></p>	New place of business  <p style="text-align: center;"><b>Nil</b></p>	
<b>c. Change in partners or the name of a partner (see note 2)</b> In the case of an authorised partnership, only state any change in the general partner or in the name of the general partner  <p style="text-align: center;"><b>Cadim Fonds Inc has been admitted as a limited partner of the Partnership.</b></p> <p style="text-align: center;"><b>NREP NSF V Investment K/S shall has ceased to be a limited partner of the Partnership.</b></p>			
<b>d. The liability of any partner by reason of the partner becoming a limited instead of a general partner or a general instead of a limited partner</b>  <p style="text-align: center;"><b>Nil</b></p>			
<b>e. General nature of the business (not applicable to a private fund limited partnership)</b>	Business previously carried on  <p style="text-align: center;"><b>See Paper Apart Section 1</b></p>	Business now carried on  <p style="text-align: center;"><b>See Paper Apart Section 1</b></p>	
<b>f. Term or character of the partnership (see note 2)</b>	Change in character	Previous term	New term

(not applicable to a private fund limited partnership)  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	Nil	See Paper Apart Section 2	See Paper Apart Section 2
<p><b>g. The sum contributed by any limited partner (see note 3)</b></p> <p><b>Cadim Fonds Inc has made a capital contribution as set out in the section below.</b></p> <p><b>NREP NSF V Investment K/S shall has reduced its capital contribution in the Partnership by €1 from €1 to nil.</b></p>			
<p><b>Statement of increase in capital contributions to a limited partnership (which is not an authorised partnership or a private fund limited partnership)</b></p>			
Name 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)	
Cadim Fonds Inc	EUR 25,000.00	EUR 25,000.00	

Signed by Ruaridh Cole as attorney



for and on behalf of NREP NSF V Feeder 1 GP,  
general partner of the Partnership.

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

ED 73 Edinburgh

Presenter's reference:  
**NRE/3001/00001/RAnderson**

Date: 31 October 2022

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 or a limited partnership which has been authorised under Regulation (EU) No 2015/760 of the European Parliament and of the Council of 29<sup>th</sup> April 2015 on European Long-term Investment Funds ("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 and by regulation 9 of the European Long-term Investment Funds Regulations 2015..

## 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. 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).
- 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. 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 order).
- 3 Any variation in the sum contributed by any limited partner must be stated in section g. 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 here. In the case of an authorised partnership, or a partnership which has been designed as a private fund limited partnership, no change in the sum contributed by a limited partner is required to be notified (except as mentioned below).

In the case of a private fund limited partnership that was registered as a limited partnership before 6 April 2017, you should show any withdrawal by a limited partner of the partner's contribution which has the effect that the amount of the partner's contribution is less than it was on the date on which the limited partnership was designed as a private fund limited partnership.

- 4 Each change must be entered in the proper section (a., b., c., d., e., f. and g. 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. Sections e and f do not apply (and section g applies only in limited circumstances) to a limited partnership which has been designated as a private fund limited partnership.

The statement must be signed at the end by the firm, and sent by post or delivered to the Registrar of Companies for registration within seven days of the changes taking place.

Please be aware that all information on this form will be available on the public record.

**NREP NSF V Feeder 1 LP  
Paper Apart**

**SECTION 1**

***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 shall be, in Scotland and elsewhere, to invest in shares and other interests directly or indirectly in order to make investments, solely by investing in NREP Nordic Strategies Fund V Limited Partnership (the “**Main Fund**”). The Partnership may also make liquid investments for liquidity management purposes, in accordance with the investment policy of the Partnership, the terms of its limited partnership agreement (the “**Partnership Agreement**”) and the terms of the limited partnership agreement of Main Fund, as may be further amended and/or restated (the “**Main Fund LPA**”).

**SECTION 2**

***Previous term***

The Partnership previously would terminate upon the happening of any of the following events:

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 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 general partner); or
2. if all the limited partners unanimously agree in writing that the Partnership should so terminate.

***New term***

The Partnership shall terminate upon the happening of any of the following events:

1. The tenth anniversary of the date identified as the “Final Closing Date” as defined in the Main Fund LPA, including any extensions permitted or approved under the Main Fund LPA;
2. the resignation or withdrawal of the general partner by written notice to the partners at any time following any change in applicable law or regulation as a result of which, in the reasonable determination of the general partner, it becomes unlawful, impractical or inadvisable for the general partner to continue acting as general partner (as applicable) of the Partnership and in which event the Partnership will be put into liquidation automatically and without notice unless the Partnership is continued;

3. the termination of the Main Fund pursuant to the terms of the Main Fund LPA unless the Partnership is continued;
4. the service of notice by the general partner on the limited partner following any change in applicable law or regulation as a result of which, in the reasonable determination of the general partner, the continuation of the Partnership becomes unlawful, or the Partnership would be materially adversely affected;
5. the agreement of the general partner and of the limited partner; or
6. the service of notice by the general partner on the limited partner that no further commitments may be drawn down under the terms of the Partnership Agreement and that all investments have been disposed of and the proceeds arising from such investments have been distributed pursuant to the Partnership Agreement.