



LP6

Statement specifying the nature of a change in the limited partnership

Pursuant to section 9 of the Limited Partnerships Act 1907

Registration No. SL032101

Name of firm Iona EI (SLP) III LP (the "Partnership")

THURSDAY



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

(Please see notes page 3)

a. Firm name	Previous name Nil	New name Nil
b. Principal place of business	Previous place of business Nil	New place of business Nil
c. Change in partners or the name of a partner (see note 2) In the case of an authorised partnership, only state any change in the general partner or in the name of the general partner Iona EI (General Partner) 3 LLP has been admitted as the general partner of the Partnership and Iona EI (SLP) III GP LLP has ceased to be the general partner of the Partnership. The following have each been admitted as limited partners of the Partnership (the "New Limited Partners"): <ol style="list-style-type: none">1. Alex Todhunter;2. John Kutner;3. Julia Safiullina;4. Mike Dunn;5. Nick Ross;6. Phil Davies;7. Stuart Gordon;8. Graham Mackenzie; and9. Michael Leclerc. Following the admission of the New Limited Partners, Iona Capital Ltd ceased to be a limited partner of the Partnership.		

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 Nil			
e. General nature of the business (not applicable to a private fund limited partnership)	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 the business, in Scotland and elsewhere, of an investor in Iona Environmental Infrastructure 3 LP (the "Fund Partnership"), to hold and benefit from such investment in accordance with the limited partnership deed governing the Fund Partnership and to distribute amounts received from such investment in accordance with the limited partnership agreement governing the Partnership (the "Partnership Agreement").	
f. Term or character of the partnership (see note 2) (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	Change in character Nil	Previous term See paper apart 1	New term See paper apart 1

g. The sum contributed by any limited partner (see note 3)

(not applicable to an authorised partnership)

Iona EI (SLP) GP III LLP has reduced its capital contribution to the Partnership by £1, from £1 to Nil.

The New Limited Partners have made the capital contributions to the Partnership as set out below

Statement of increase in capital contributions to a limited partnership (which is not an authorised partnership or a private fund limited partnership)

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)
Alex Todhunter	£7	£7
John Kutner	£4	£4
Julia Safiullina	£4	£4
Mike Dunn	£28.5	£28.5
Nick Ross	£28.5	£28.5
Phil Davies	£10	£10
Stuart Gordon	£7	£7
Graham Mackenzie	£7	£7
Michael Leclerc	£4	£4

Signed by *Alan Henry Soppitt* as attorney
for and on behalf of **Iona EI (General Partner) 3
LLP**, general partner of the Partnership



Presented by: **Burness Paul LLP**
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Presenter's reference:
SIM/2052/26/JXAB

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ED 73 Edinburgh

04/17

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 29th 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.

This is the Paper Apart 1 referred to in the foregoing form LP6 relating to Iona EI (SLP) III LP

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 (the “**General Partner**”) (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 appointed subsequent to such reconstruction or reorganisation has assumed the rights and obligations of the outgoing General Partner); 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 90 days after the date on which the liquidation of the Fund Partnership is completed 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 of the Partnership):

- (i) the bankruptcy, insolvency, dissolution, liquidation, expulsion, retirement or removal of the General Partner (other than pursuant to certain terms of the Partnership Agreement); or
- (ii) the agreement as to such termination by the General Partner and the written consent of limited partners of the Partnership that on the relevant date have Carry Percentages (as such term is defined in the Partnership Agreement) in aggregate in excess of 50 per cent (or such other specified percentage) of the sum of the Carry Percentages of all the limited partners of the Partnership, excluding any limited partner of the Partnership who is classified as a leaver for the purposes of the Partnership Agreement.