

Limited Partnerships Act 1907

Statement specifying the nature of a change in the limited partnership

Pursuant to section 9 of the Limited Partnerships Act 1907

Registration No. SL029980Name of firm Tosca Penta PRS Limited Partnership

TUESDAY



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16/03/2021

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COMPANIES HOUSE

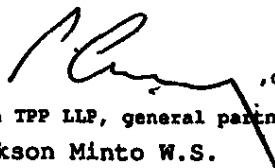
The changes specified below have been made or have occurred in this limited partnership:

(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 any 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 NIL		
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 NIL	Business now carried on NIL
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 New term SEE PAPER APART

g. The sum contributed by any limited partner (see note 3) (not applicable to an authorised partnership)	NIL	NIL	NIL
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)	
NIL	NIL	NIL	

Signature of firm



, director, Penta Founder Limited, as a member for and on behalf of Penta TPP LLP, general partner of Tosca Penta PRS Limited Partnership

Presented by: Dickson Minto W.S.

16 Charlotte Square
Edinburgh
EH2 4DF

Presenter's reference:

P073-123

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 designated 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 designated 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.

Tosca Penta PRS Limited Partnership

(registered number SL029980)

{the "Partnership"}

Form LP6: Paper Apart

f. Term or character of the partnership

Previous term

The form LP6 stamp-received by Companies House on 22 June 2017 and filed in respect of the Partnership on 4 July 2017 incorrectly narrated the new term of the Partnership as follows:

Subject to earlier termination (as described below), the partnership shall continue until the expiry of 42 months from the date of completion of the partnership's first investment, provided that the life of the partnership may be extended by the manager of the partnership, in its sole discretion, by up to two additional, successive, periods of 12 months each.

For so long as there are at least two limited partners the death, bankruptcy, insolvency, dissolution, liquidation or withdrawal of a limited partner shall not operate to terminate the partnership. For so long as there are at least two limited partners no limited partner shall be entitled to dissolve the partnership by notice.

The partnership shall terminate earlier upon the happening of any of the following events (without any further action on the part of the partners):

1. the bankruptcy, insolvency, expulsion, dissolution, liquidation or removal of the general partner (other than as described in paragraph 3 above);
2. the agreement as to such termination of the general partner, the founder limited partner and the investor limited partners acting by, broadly, 66.667% consent;
3. the removal of the general partner for cause by investor limited partners acting by, broadly, 75% consent, or the voluntary withdrawal of the general partner with the approval of investor limited partners acting by, broadly, 66.667% consent;
4. the distribution to the partners of all of the partnership assets (or, if later, on the expiry and/or satisfaction of any and all liabilities and/or obligations owed by the partnership in respect of any investment (other than warranties given by the partnership as to title and capacity on a sale or other disposal of any investment)); or
5. unless otherwise unanimously agreed by the partners, the occurrence of the first anniversary of the first date on which investor limited partners are admitted to the partnership (or such later date as may be determined by the manager of the partnership with the consent of investor limited partners acting by, broadly, 66.667% consent) without both the completion of the partnership's first investment and (after resolution of any challenge or otherwise after the expiry of any period of challenge and subject to there being no unacceptable (in the opinion of the manager of the partnership in its absolute discretion) conditions or statutory requirements

imposed under or pursuant to or otherwise in connection with the grant of such permission) the grant of the required planning permission in relation thereto having occurred.

If the partnership would otherwise be terminated pursuant to paragraph 1 or paragraph 3 above, the partnership shall be reconstituted and its business continued:

- a. in the case of termination pursuant to paragraph 1, pursuant to the unanimous written consent of the limited partners; or
- b. in the case of termination pursuant to paragraph 3, pursuant to the consent of investor limited partners acting by, broadly, over 50% consent,

electing to continue the partnership and electing a new general partner, which consent must be obtained within 60 days after all partners have been notified of the event of termination, whereupon the existing general partner shall cease to be the general partner of the partnership.

New term

In fact, the form LP6 stamp-received by Companies House on 22 June 2017 and filed in respect of the Partnership on 4 July 2017 should have narrated the new term as being the following, which remains the case:

Subject to earlier termination (as described below), the partnership shall continue until the expiry of 45 months from the date of completion of the partnership's first investment, provided that the life of the partnership may be extended by the manager of the partnership, in its sole discretion, by up to two additional, successive, periods of 12 months each.

For so long as there are at least two limited partners the death, bankruptcy, insolvency, dissolution, liquidation or withdrawal of a limited partner shall not operate to terminate the partnership. For so long as there are at least two limited partners no limited partner shall be entitled to dissolve the partnership by notice.

The partnership shall terminate earlier upon the happening of any of the following events (without any further action on the part of the partners):

1. the bankruptcy, insolvency, expulsion, dissolution, liquidation or removal of the general partner (other than as described in paragraph 3 below);
2. the agreement as to such termination of the general partner, the founder limited partner and the investor limited partners acting by, broadly, 66.667% consent;
3. the removal of the general partner for cause by investor limited partners acting by, broadly, 75% consent, or the voluntary withdrawal of the general partner with the approval of investor limited partners acting by, broadly, 66.667% consent;
4. the distribution to the partners of all of the partnership assets (or, if later, on the expiry and/or satisfaction of any and all liabilities and/or obligations owed by the partnership in respect of any investment (other than warranties given by the partnership as to title and capacity on a sale or other disposal of any investment)); or

5. unless otherwise unanimously agreed by the partners, the occurrence of the second anniversary of the first date on which investor limited partners are admitted to the partnership (or such later date as may be determined by the manager of the partnership with the consent of investor limited partners acting by, broadly, 66.667% consent) without both the completion of the partnership's first investment and (after resolution of any challenge or otherwise after the expiry of any period of challenge and subject to there being no unacceptable (in the opinion of the manager of the partnership in its absolute discretion) conditions or statutory requirements imposed under or pursuant to or otherwise in connection with the grant of such permission) the grant of the required planning permission in relation thereto having occurred.

If the partnership would otherwise be terminated pursuant to paragraph 1 or paragraph 3 above, the partnership shall be reconstituted and its business continued:

- a. in the case of termination pursuant to paragraph 1, pursuant to the unanimous written consent of the limited partners; or
- b. in the case of termination pursuant to paragraph 3, pursuant to the consent of investor limited partners acting by, broadly, over 50% consent,

electing to continue the partnership and electing a new general partner, which consent must be obtained within 60 days after all partners have been notified of the event of termination, whereupon the existing general partner shall cease to be the general partner of the partnership.