

# **Redemption Form**

in relation to

## **Plethora Private Equity**

an open-ended investment fund established

in the Netherlands

**JANUARY 2018**

**This redemption form relates to the Information Memorandum of Plethora Private Equity, as amended from time to time. All capitalized words herein will have the same meaning as set forth in the Information Memorandum, except as indicated otherwise.**

Please send the duly completed and signed redemption form by e-mail to the following e-mail address, with the original to follow to the below mentioned postal address.

To: Circle Investment Support Services B.V.  
Smallepad 30f  
3811 MG Amersfoort  
The Netherlands  
E-mail: [investors.nl@circlepartners.com](mailto:investors.nl@circlepartners.com)

Dear Administrator,

We confirm our redemption application with respect to our Units in the Fund as follows:

<b>Record owner(s) of Units:</b>	
<b>Address:</b>	
<b>Postal code:</b>	
<b>City:</b>	
<b>Country:</b>	
<b>Telephone:</b>	
<b>E-mail:</b>	
<b>Date of birth:</b>	
<b>Bank account number:</b>	
<b>Bank name:</b>	
<b>Bank address:</b>	
<b>Number of Units to be redeemed:</b>	

**I/we hereby represent and warrant that:**

- I/we hereby give notice that I/we wish to redeem the amount of Units of my/our holding in the Fund as specified above and I/we understand that payment by the Fund releases the Fund of its obligations to me/us;
- I/we understand that my/our redemption is subject to the provisions of the Information Memorandum and that a Unit Holder may redeem its Units on each Transaction Day after providing the requisite written notice to the Administrator no later than one year prior to the applicable Transaction Day; and
- I/we have read and agree to comply with the instructions as described hereinafter.

Yours sincerely,

Name applicant:	Name second applicant (if applicable):
Signature:	Signature:
Date:	Date:

## **Redemption Procedure**

### **Redemption**

If requested by a Unit Holder, the Fund will accept redemptions of Units on a Transaction Day of the Fund at the Net Asset Value on the Valuation Day immediately preceding that Transaction Day, unless (i) redemptions are suspended or (ii) a redemption is requested of more than twenty five percent (25%) of all Units issued at that time (both as stated below).

The redemption amount to be paid to the redeeming Unit Holder is the Net Asset Value of the Units multiplied by the number of Units to be redeemed. The Fund will not charge a redemption fee.

The Fund applies a lock-up period of two years. This entails that a Unit Holder is not able to redeem any Units for two years from the date Units were first issued to such Unit Holder. After this lock-up period, redemptions are possible under the conditions stated in this section.

### **Minimum redemption amount**

The minimum redemption amount is EUR 25,000. The Fund Manager may decide at its absolute discretion to lower this amount in individual cases.

### **Submission redemption application**

Unit Holders must send a completed and signed redemption form to the Administrator, to be received by the Administrator at least one year before the desired Transaction Day, failing which the application for redemption will be held over until the following Transaction Day. The redemption form must state the number of Units to be redeemed up to four decimals. The redemption form can be requested from the Administrator by e-mail. The notice period for redemptions of one year is required in order to generate sufficient liquidity to pay the redemption proceeds to the redeeming Unit Holder, considering that the Fund's assets are generally illiquid, as the Fund mostly or exclusively invests in assets that are not publicly traded.

The Fund Manager may decide at its absolute discretion to shorten the period between receiving a redemption form and the actual redemption in individual cases. Under exceptional circumstances, the Fund Manager may choose to allow redemptions on a day other than the first Business Day of each quarter following the Valuation Day. The costs of such a redemption (including, but not limited to, the calculation of an additional Net Asset Value) will be borne by the redeeming Unit Holder. In that case the Unit Holder concerned will be notified by the Fund Manager.

A redemption request (through the submission of this redemption form) is irrevocable once received by the Administrator, unless the Fund Manager decides otherwise in its sole discretion.

### **Minimum investment after redemption**

A redemption application of a Unit Holder will be rejected if the redemption of Units would result in such Unit Holder holding Units with an aggregate Net Asset Value of less than EUR 100,000. In the case where such Unit Holder wishes to redeem Units that would result in it holding Units with an aggregate Net Asset Value of less than EUR 100,000, the only option available to the Unit Holder is to redeem its entire holding in the Fund. As the Fund Manager has opted to not obtain a license, Unit Holders need to maintain a threshold of EUR 100,000 of Units in

the Fund when they request a partial redemption of their Units (as per article 2:66a of the Wft). Partial redemptions can also be requested by using the aforementioned redemption form.

#### **Unilateral decision to redeem**

The Fund Manager can unilaterally decide to redeem all Units held by a Unit Holder, if the Fund Manager reasonably believes that the Unit Holder's action(s) or inaction(s) constitute a breach of the Information Memorandum or any applicable laws or regulations, or if, taking into account the Fund's interest, continuation of the relationship with that Unit Holder cannot be reasonably expected of the Fund Manager.

#### **Payment redemption amount**

Redemption proceeds (the Net Asset Value of the Units multiplied by the number of Units redeemed) will normally be paid in EUR within fifteen (15) Business Days of the Transaction Day to the account of the respective Unit Holder as listed in the Register or, if different, as stated in the redemption form. The Fund will not pay interest over the period between the Transaction Day and the date on which the payment is made.

#### **Suspension of redemption**

The Fund Manager may suspend a redemption if:

- a) the calculation of the Net Asset Value is suspended;
- b) it believes that a redemption would be contrary to applicable laws and regulations;
- c) it believes that a redemption could lead to disproportional damage to the interests of the remaining Unit Holders, for example in circumstances in which the sale of investments would be required to enable a redemption and which, taking market conditions into account, could be detrimental towards the interests of the remaining Unit Holders; or
- d) it has been decided that the Fund will be liquidated.

Furthermore the Fund Manager may at any time reject an application for redemption for any other reason. The Fund Manager will inform the respective Unit Holder of the rejection and of the reasons thereof.

#### **Redemption of more than twenty five percent (25%) of all Units issued**

If accepting all pending redemption requests would result in a total redemption of more than twenty five percent (25%) of all Units issued at that time, the Fund Manager may at its absolute discretion adopt any of the following measures in order to protect the interests of the remaining Unit Holders:

- a) the Fund Manager is authorised to limit the total redemption in any way in order to ensure that less than twenty five percent (25%) of all Units issued at that time are redeemed;
- b) the Fund Manager will partially honour all pending redemption requests, pro rata to the maximum number of Units that may be redeemed in order to ensure that less than twenty five percent (25%) of all Units issued at that time are redeemed;
- c) the Fund Manager will redeem the aforementioned Units, which were not redeemed on the earlier Transaction Day, on the next Transaction Day against the Net Asset Value of the Units on that next Transaction Day and with priority over any other Units which are requested to be redeemed on that next Transaction Day, taking into account that should the aforementioned threshold of twenty five percent (25%) will be exceeded once more, the aforementioned rules stated under a) and b) will apply once more; and

- d) the Fund Manager will in any case redeem the Units, which were not redeemed on three earlier Transaction Days, on the next Transaction Day against the Net Asset Value of the Units on that next Transaction Day, without regard of the aforementioned threshold of twenty five percent (25%).

**Limited transferability of Units**

In order to safeguard the fiscal transparency of the Fund, Units may only be transferred to the Fund or to persons that are next of kin or direct in-laws of the Unit Holder (*bloed- of aanverwant in de rechte lijn*). Units cannot be made subject to any encumbrance (*zekerheidsrecht*). In case Units are held by a third party (for example a bank) acting on behalf of persons which are economically entitled to the rights and benefits of Units, such third party will not cooperate with the transfer by a beneficiary of its rights and benefits, other than to next of kin or direct in-laws of that beneficiary.

**Sufficient safeguards for fulfilment of obligations following redemption**

Sufficient safeguards are available to enable the Fund to fulfil its obligations to redeem Units and to pay the redemption proceeds, except in case of a suspension of redemption as foreseen in this Information Memorandum.

The Fund Manager will use its best efforts to comply with an application for redemption, but a redemption cannot be fully guaranteed given the nature of the Fund's investments.