

# CAPITAL CALL NOTICE

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This Capital Call Notice (this "**Notice**") is issued as of [NOTICE DATE] by [FUND/COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited partnership] (the "**Fund**"), acting through its [GENERAL PARTNER / MANAGER / MANAGING MEMBER], [GP/MANAGER LEGAL NAME] (the "**Manager**"), to:

[INVESTOR LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [INVESTOR ADDRESS]), as a [LIMITED PARTNER / MEMBER / INVESTOR] of the Fund (the "**Investor**").

The Fund and the Investor are each a "**Party**." Capitalized terms not defined in this Notice have the meanings given in the [LIMITED PARTNERSHIP AGREEMENT / OPERATING AGREEMENT / SUBSCRIPTION AGREEMENT] dated [GOVERNING AGREEMENT DATE] (the "**Governing Agreement**").

**Recitals.** The Investor has subscribed for an interest in the Fund and has made a binding commitment to contribute capital up to the amount of its Total Commitment. Under the Governing Agreement, the Manager is authorized to call capital from the Investor from time to time as needed to fund the Fund's investments, expenses, and obligations. The Manager is issuing this Notice to draw down a portion of the Investor's unfunded commitment in accordance with the Governing Agreement.

## 1. Capital Call

**1.1 Call.** Pursuant to [SECTION REFERENCE] of the Governing Agreement, the Manager hereby calls capital from the Investor in the amount of [\$ CALLED AMOUNT] (the "**Capital Contribution**").

**1.2 Drawdown number.** This Notice represents Drawdown No. [NUMBER] under the Governing Agreement.

**1.3 Pro rata basis.** The Capital Contribution has been determined on a pro rata basis in proportion to the Investor's Commitment relative to the aggregate Commitments of all investors participating in this drawdown, except as otherwise provided in the Governing Agreement.

## 2. Commitment Summary

**2.1 Commitment figures.** As of the date of this Notice:

Item	Amount
Total Commitment	[\$ TOTAL COMMITMENT]
Capital contributed before this Notice	[\$ PRIOR CONTRIBUTIONS]
Capital called by this Notice	[\$ CALLED AMOUNT]

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Remaining unfunded commitment after this Notice	[\$ REMAINING]
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Investor's percentage interest	[ %]
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**2.2 Reconciliation.** The figures above are provided for the Investor's convenience. In the event of any discrepancy between this summary and the books and records of the Fund, the books and records of the Fund control, absent manifest error.

### 3. Purpose of the Call

**3.1 Use of proceeds.** The Capital Contribution will be used for the following purposes: [DESCRIBE, e.g. funding the acquisition of Portfolio Investment X; payment of management fees; payment of Fund expenses; reserves].

**3.2 Manager discretion.** The Manager may apply the Capital Contribution in accordance with the Governing Agreement and may reallocate proceeds among permitted uses as reasonably necessary, consistent with its duties under the Governing Agreement and applicable law.

### 4. Payment Instructions

**4.1 Due date.** The Capital Contribution is due and payable in full no later than [DUE DATE] (the "Due Date"), which is [NUMBER] days after the date of this Notice as required by the Governing Agreement.

**4.2 Method of payment.** Payment must be made by wire transfer of immediately available funds in [CURRENCY] to the following account:

Bank name: [BANK NAME] Account name: [ACCOUNT NAME] Account number: [ACCOUNT NUMBER]  
Routing/ABA number: [ROUTING NUMBER] SWIFT/BIC (if applicable): [SWIFT] Reference: [FUND NAME / INVESTOR NAME / DRAWDOWN NO.]

**4.3 Confirmation.** The Investor should notify the Manager at [CONTACT EMAIL] once payment has been sent, including the wire confirmation number.

**4.4 No deduction.** The Capital Contribution must be paid in full without setoff, counterclaim, deduction, or withholding, except as required by applicable law.

### 5. Failure to Fund; Default

**5.1 Default.** If the Investor fails to pay all or any portion of the Capital Contribution by the Due Date, the Investor will be in default under the Governing Agreement (a "Defaulting Investor").

**5.2 Remedies.** The Manager may exercise any of the remedies available under the Governing Agreement and applicable law, which may include, as provided in the Governing Agreement: (a) charging interest on the unpaid amount at the default rate; (b) forfeiture or reduction of all or part of the Investor's interest; (c) forced sale or dilution of the Investor's interest; (d) suspension of distributions and voting rights; and (e) pursuit of the unpaid amount as a debt owed to the Fund.

**5.3 Cumulative remedies.** The remedies described above are cumulative and in addition to any other rights of the Fund. The Manager's election to pursue one remedy does not waive any other remedy.

## 6. Investor Acknowledgments

**6.1 Binding obligation.** The Investor acknowledges that its obligation to fund the Capital Contribution is unconditional and is not subject to any right of rescission, setoff, or counterclaim, except as expressly provided in the Governing Agreement.

**6.2 No investment advice.** This Notice is a request for capital and does not constitute investment, legal, tax, or accounting advice. The Investor should consult its own advisors regarding the consequences of funding the Capital Contribution.

**6.3 Continuing representations.** The Investor's funding of the Capital Contribution reaffirms the representations and warranties it made in its Subscription Agreement as of the Due Date, except as previously disclosed in writing to the Manager.

## 7. Confidentiality

**7.1 Confidential treatment.** This Notice and the information it contains, including the Fund's investments and financial position, are confidential and subject to the confidentiality provisions of the Governing Agreement. The Investor will not disclose this Notice except as permitted by the Governing Agreement or as required by law.

## 8. General Provisions

**8.1 Governing Agreement controls.** This Notice is issued under and is subject to the Governing Agreement. In the event of any conflict between this Notice and the Governing Agreement, the Governing Agreement controls.

**8.2 Governing law and venue.** This Notice is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and any dispute will be resolved in the courts located in [COUNTY, STATE], consistent with the Governing Agreement.

**8.3 Notices.** Communications regarding this Notice must be in writing and sent to the addresses on file with the Fund (or as updated in writing) and are effective on receipt.

**8.4 No amendment of Governing Agreement.** Nothing in this Notice amends, modifies, or waives any provision of the Governing Agreement.

**8.5 Electronic delivery.** This Notice may be delivered electronically, and the Investor's acknowledgment may be provided by electronic signature, each of which is valid and binding.

**ISSUED** by the Manager on behalf of the Fund as of the Notice Date.

### FUND / MANAGER

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Signature: \_\_\_\_\_

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Printed name: [NAME]

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Title: [TITLE, e.g. Authorized Signatory of the Manager]

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Date: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED** by the Investor.

## INVESTOR

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Signature: \_\_\_\_\_

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Printed name: **[NAME]**

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Title: **[TITLE / N/A]**

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Date: \_\_\_\_\_

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