

## APPLICATION PROCEDURES & PAYMENT INSTRUCTIONS

1. Complete the appropriate Application Form. **EITHER:**
  - Form A:                   **Trust Application Form**  
SIPPs, SSASs & Registered Charities. These applicants are exempt under TCGA 1992 Section 100 (2). These entities may not join the Partnership except through the Exempt Property Unit Trust.
  - Form B:                   **Limited Partnership Application Form**  
Company/Trust.
  - Form C:                   **Limited Partnership Application Form**  
Private Individual.
2. Send the completed form to your IFA (or other Regulated Intermediary), for sending on to the Operator: Gallium Fund Solutions Limited, Suite A, 5<sup>th</sup> Floor, South Tower, Tubs Hill House, London Road, Sevenoaks, Kent, TN13 1BL.
3. Remit the contribution by either cheque or transfer. The minimum investment is £25,000 and increments of £1,000 thereafter (otherwise by express agreement with Gallium Fund Solutions Limited). There is no maximum limit.
  - a. Cheque to be forwarded with application form to IFA. Please make cheque payable to “evolve All Saints Property LP” with investor name written on the back of the cheque.
  - b. Transfers to be completed by using Form D – Transfer Form.
4. Please have your IFA complete and return (to Gallium Fund Solutions Limited) the Money Laundering Regulations Form. To ensure compliance with the applicable Money Laundering Regulations, Gallium Fund Solutions Limited may, at its absolute discretion, require verification of identity from any person lodging an Application Form.
5. All cheques or other documents dispatched by post will be at the risk of the Applicant.
6. Applications may be rejected without reason.
7. If applications exceed the amount sought, Applicants may have their participation scaled down or at the discretion of Gallium Fund Solutions Limited, declined.
8. Due completion of an Application Form constitutes a warranty that all cheques forwarded by the Applicant will be honoured on first presentation.

### ANTI-MONEY LAUNDERING REGULATIONS FORM

This section must be completed in full by the introducing adviser in relation to the application made for the evolve All Saints Property LP/evolve All Saints Exempt Property Unit Trust.

<b>Investor / Beneficial Owner</b>		
<b>Investor's Full Name</b>	<b>Investor's Address</b>	<b>Previous address (if moved in last 3 years)</b>
<b>Investor's Date of Birth</b>		

<b>Source of Investment</b> – please give bank details			
<b>Bank Name</b>		<b>Account Name</b>	
<b>Bank Address</b>		<b>Account No</b>	
		<b>Sort Code</b>	

1. I confirm that I am authorised under the Financial Services and Markets Act 2000 to advise on proposals of the kind set out in the Information Memorandum; and

2. In order to provide assurance to the Operator and the Partnership/Trust and its bankers and managers that the applicable anti-money laundering law and regulations are complied with, I confirm:

- The above named is one of my customers and has been known to me for  years.
- The identity and address of the investor has been verified to EU requirements and at least in accordance with the standard required by UK law and regulation and any additional “know your customer” information required is attached.
- That I have had sight of the original identification evidence and address documentation and that those containing a signature were pre-signed.
- The source of subscription proceeds is known a) to be legitimate, b) not to contravene the applicable anti-money laundering law and regulations, and c) not to relate to the proceeds of any conduct which constitutes any criminal offence in any part of the UK if it occurred there.
- Certified copies of the underlying documentary evidence received are:
  - Enclosed with this form (preferred option); or
  - Retained in my records and will be made available on request.
- A completed Application Form incorporating a Power of Attorney is enclosed.
- Except as disclosed and subject to your agreement the above-named customer is applying on his/her own behalf and not as a trustee, nominee, agent or in a fiduciary capacity for any other person(s).
- I am unaware of any activities on the part of the above customer which leads me to suspect that the customer is or has been involved in criminal conduct or money laundering. Should I subsequently become suspicious of any such activity them, subject to legal constraints, I shall inform your Money Laundering Reporting Officer (MLRO) in the UK immediately.

<b>Signature</b>	<b>Name</b>	<b>Position</b>	<b>Date</b>
<b>Full Name of Regulated Firm</b>			
<b>Firm FSA Reference No</b>		<b>Individual FSA Reference No</b>	

Gallium Fund Solutions Limited is only able to pay commission to the firm that completes this form without amendment or qualification.

**FORM A**

**APPLICATION AND SUBSCRIPTION AGREEMENT FOR EXEMPT PROPERTY UNIT TRUST**

**SIPPs, SSASs, REGISTERED CHARITIES (INCLUDING POWER OF ATTORNEY)**

**This Application should be completed in BLOCK CAPITALS and signed**

**To: The Trustee and Trust Manager of the evolve All Saints Exempt Property Unit Trust**

Full name of Pension Fund, exactly as it appears on the Pension Scheme online system:

Trustee/s of Pension Fund:

Is the Scheme a Registered Pension Scheme under Part 4 (as amended) of the Finance Act 2004? Yes  No

Pension Scheme Tax Reference (PSTR) Number  
or

Tax Reference Number of other exempt vehicle

Designation Number

**Number of Units applied for at £1,000 each:** (Minimum 25 Units)

**Investment amount of**  
(Minimum £25,000 and increments of £1,000)

I/We hereby irrevocably apply for the number of Units stated above in the Trust on and subject to the terms and conditions set out in the Information Memorandum (the 'IM'), relating to the evolve All Saints Exempt Property Unit Trust. I/We agree to accept all Units allocated to me/us, on the terms and subject to the provisions of the Trust Deed constituting the Trust and to be bound thereby.

1. The Applicant undertakes to the Trustee and the Trust Manager that the Trustee may rely on the offer made by the Applicant to participate in the Trust which will in turn invest in the Fund pursuant to this Trust Application Form and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.
2. The Applicant hereby warrants to the Trustee and the Trust Manager that:
  - (i) the Applicant is properly constituted within its jurisdiction and is not based in the United States of America;
  - (ii) the Applicant agrees to accept the Units upon the terms and subject to the provisions of the Trust Deed constituting the Trust and I/we warrant and undertake that at all times while the said Units shall be registered in my/our name(s) or in my/our nominee(s) name(s) they will be held as investments of the Applicant being an Eligible Holder as defined in the said Trust Deed;
  - (iii) the Applicant agrees to pay or procure payment on demand and to indemnify or procure the indemnification of the Trust, the Trustee and the Trust Manager against:
    - a. any taxation suffered by the Trust as a consequence of the said Units at any time not being held as investments of an Eligible Fund;
    - b. any liabilities, expenses or payments which may be payable by the holders of the said Units under the Trust Deed;
    - c. any sums to which the Trustee or any other person may be or become entitled by way of indemnity under the Trust Deed;
    - d. any other sums in respect of which the Trust, the Trustee or the Trust Manager are entitled to indemnification from Unit holders, in the proportion which the said Units bear to the Units for the time being in issue.
  - (iv) the Applicant undertakes to inform the Trust Manager immediately if the Applicant ceases to be an Eligible Holder.
  - (v) the Applicant has received the IM and is aware of the aims and objectives of the Trust and of the Fund and has relied on the advice of, or has consulted with, his own professional advisers with regard to the tax, legal and other economic considerations related to this subscription to the Trust;

- (vi) the Applicant has received and has read and understood the terms of the IM and particularly the section in the IM headed 'Risk Factors', and is aware of the risks attached to becoming a Unitholder in a trust which is a Limited Partner in the Fund, including that partners are precluded from management of the business of the Fund and that partners may become jointly and severally liable for the debts and obligations of the Fund, if they become involved in the management of the business of the Fund;
  - (vii) to the extent that the IM contains any descriptions or provisions that are inconsistent with or conflict with the provisions of the Trust Deed, the Applicant confirms that on becoming a Unitholder in the Trust, the Applicant relies upon the Trust Deed in making any investment decision in respect of the Trust, that the terms and conditions of the Trust Deed shall prevail in the event of such conflict or inconsistency and that neither the Trustee nor any other party shall be liable in connection with any such inconsistency or conflict;
  - (viii) the Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, an investment in the Trust;
  - (ix) in evaluating the suitability of an investment in the Trust, the Applicant has not relied upon any representation or warranty (whether oral or written) made by the Trust, the Trustee, or any person other than as set forth in the IM, the Trust Deed and this Application Form (subject, in each case, to amendments to these documents up to the Commencement Date), save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Trust have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with the Trustee concerning the terms and conditions relating to an investment in the Trust;
  - (x) the Applicant recognises that there is no established market for an interest in the Trust, that it cannot be sold or otherwise disposed of except in the manner set out in the Trust Deed, and that the Applicant may have difficulty in obtaining reliable information about its value;
  - (xi) the Applicant has the financial ability to bear the economic risk of participating in the Trust, has adequate means for providing for his current needs and possible contingencies and has no need for the liquid funds representing their investment in the Trust;
  - (xii) the Applicant shall execute and deliver to the Trustee or Trust Manager within five days after receipt of a request from the Trustee, such further designations, powers of attorney and other instruments as the Trustee shall reasonably deem necessary;
  - (xiii) the Applicant shall promptly provide to the Trustee and Trust Manager such information as it may reasonably require for the purpose of determining my/our eligibility to acquire Units; and
  - (xiv) all information provided to the Trust in this Application Form is correct and complete as at today's date and has been relied upon by the Trustee and may be relied on by other Unit holders in the Trust. The Applicant agrees to notify the Trustee as soon as reasonably practicable upon becoming aware if:
    - a. any representation or warranty contained in this Application Form becomes untrue prior to the admission of the Applicant as a Unitholder, or
    - b. any response to any questions contained in this Application Form becomes untrue at any time.
3. The Applicant agrees to provide such information and execute and deliver such documents as the Trust may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form, or to comply with any law or regulation applicable to the Trust, provided that any confidential information disclosed under this paragraph 2 (xiv) shall be kept confidential by the Trust and the Trustee and shall not be made available to any third party unless required by law or any regulatory authority. The Applicant agrees, by executing this Application Form, to be bound by the terms of the Trust Deed and this Application Form shall accordingly constitute the Applicant's irrevocable agreement to be bound by the terms and conditions of the Trust Deed as a Unit holder with effect from the Closing Date.
4. The Applicant hereby irrevocably appoints any one of the directors of the Trustee to be its attorney (the 'Attorney') in the Applicant's name and on the Applicant's behalf to do any of the following:
- (i) make any amendments, changes or modifications to the Trust Deed in circumstances specified therein and to this Application Form, if such amendment is to cure an ambiguity or to correct or supplement any provisions contained therein or herein which may be defective or inconsistent with any other provisions contained therein or herein, provided the cure, correction or supplemental provisions do not and will not adversely affect the interest of any Unitholder, as determined by the legal advisers to the Trust;
  - (ii) to act as representative in all issues pertaining to Value Added Tax and in all dealings with HM Revenue and Customs including acting as signatory on behalf of the principal on any VAT documents including applications for VAT registration (form VAT1) and any such Notifications of Election to Waive Exemption (Option to Tax) as may be required.

The Applicant confirms that they have taken appropriate professional advice before submitting this application and the Applicant is resident in the United Kingdom and that they are an exempt person for Capital Gains Tax and Corporation Tax purposes in accordance with Section 100 (2) of the Taxation of Chargeable Gains Act 1992. The Applicant confirms that the Trust Manager may contact the relevant office of the HM Revenue and Customs in order to confirm the Applicant's tax-exempt status. The Applicant undertakes to notify the Trust Manager in the event of any change in their tax-exempt status.

- 5. The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Trust.
- 6. The Applicant acknowledges that the Trustee, the Trust Manager and the Trust will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify the Trustee and the Trust Manager and each of its associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.
- 7. This Application Form constitutes an agreement (the 'Agreement') which shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with this Application Form.

**First Signatory** eg Pension Trustee, and primary contact to whom all correspondence should be addressed:

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Additional Signatory** the number will depend on the Applicant's rules of the individual pension fund/charity)

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Additional Signatory** the number will depend on the Applicant's rules of the individual pension fund/charity

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Details of Financial Adviser**

Name of Firm	<input type="text"/>	Name of Advisor	<input type="text"/>
Firm FSA No	<input type="text"/>	Advisor's FSA No	<input type="text"/>
Address	<input type="text"/>	Tel No	<input type="text"/>
		Email	<input type="text"/>
		Signature	<input type="text"/>

**FORM B**

**APPLICATION AND SUBSCRIPTION AGREEMENT FOR LIMITED PARTNERSHIP**

**(COMPANIES & TRUSTS NOT EXEMPT IN UK - INCLUDING POWER OF ATTORNEY)**

This Application should be completed in BLOCK CAPITALS, signed by the Applicant and witnessed

**To: Operator of the evolve All Saints Property LP**

**Company/  
Trust Name**

**Registered Address**

**Contact No**

<b>Tel (day)</b>	<b>Mobile</b>
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**Email Address**

**Company/Trust  
Registration No**

**Unique Tax  
Reference No**

<input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/>	<input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/> <input style="width: 25px; height: 25px; border: 1px solid black;" type="text"/>
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**Number of Participations applied for at £1,000  
each:** (Minimum 25 Participations)

**Investment amount of**  
(Minimum £25,000 and increments of £1,000)

£	<input style="width: 100%; height: 25px;" type="text"/>
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1. The Applicant undertakes to the Operator that they and the General Partner may rely on the offer made by the Applicant to participate in the Fund pursuant to this Application Form and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.
2. The Applicant hereby warrants to the Operator and General Partner that:
  - (i) the Applicant agrees to accept the Participations upon the terms and subject to the provisions of the Limited Partnership and Operating Agreement constituting the Fund and I/we warrant and undertake that at all times while the said Participations shall be registered in my/our name(s) or in my/our nominee(s) name(s) they will be held as investments of the Fund being an Eligible Holder as defined in the said Limited Partnership and Operating Agreement;
  - (ii) the Applicant has received the IM and is aware of the aims and objectives of the Fund and has relied on the advice of, or has consulted with, his own professional advisers with regard to the tax, legal and other economic considerations related to this subscription to the Fund;
  - (iii) the Applicant has received and has read and understood the terms of the IM and particularly the section in the IM headed 'Risk Factors', and is aware of the risks attached to becoming a Limited Partner in the Fund; including that Limited Partners are precluded from management of the business of the Fund and that Limited Partner may become jointly and severally liable for the debts and obligations of the Fund if they become involved in the management of the business of the Fund;

- (iv) to the extent that the IM contains any descriptions or provisions that are inconsistent with or conflict with the provisions of the Limited Partnership and Operating Agreement, the Applicant confirms that on becoming a Limited Partner, the Applicant relies upon the Limited Partnership and Operating Agreement in making any investment decision in respect of the Fund, that the terms and conditions of the Limited Partnership and Operating Agreement shall prevail in the event of such conflict or inconsistency and that neither the Operator nor any other party shall be liable in connection with any such inconsistency or conflict;
  - (v) the Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, an investment in the Fund;
  - (vi) in evaluating the suitability of an investment in the Fund, the Applicant has not relied upon any representation or warranty (whether oral or written) made by the Fund, General Partner, the Operator, or any person other than as set forth in the IM, the Limited Partnership and Operating Agreement and this Application Form (subject, in each case, to amendments to these documents up to the First Closing Date), save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Fund have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with the Operator concerning the terms and conditions relating to an investment in the Fund;
  - (vii) the Applicant recognises that there is no established market for an interest in the Fund, that it cannot be sold or otherwise disposed of except in the manner set out in the Limited Partnership and Operating Agreement, and that the Applicant may have difficulty in obtaining reliable information about its value;
  - (viii) the Applicant has the financial ability to bear the economic risk of participating in the Fund, has adequate means for providing for his current needs and possible contingencies and has no need for the liquid funds representing their investment in the Fund;
  - (ix) the Applicant shall execute and deliver to the Operator within five days after receipt of a request from the Operator, such further designations, powers of attorney and other instruments as the Operator shall reasonably deem necessary;
  - (x) the Applicant shall promptly provide to the Operator such information as it may reasonably require for the purpose of determining my/our eligibility to acquire Participations;
  - (xi) all information provided to the Fund in this Application Form is correct and complete as at today's date and has been relied upon by the Operator and may be relied on by other holders of Participations in the Fund. The Applicant agrees to notify the Operator as soon as reasonably practicable upon becoming aware if (a) any representation or warranty contained in this Application Form becomes untrue prior to the admission of the Applicant as a holder of Participations or (b) any response to any questions contained in this Application Form becomes untrue at any time; and
  - (xii) the Applicant agrees to provide such information and execute and deliver such documents as the Fund may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form or to comply with any law or regulation applicable to the Fund, provided that any confidential information disclosed under this paragraph 2 (xii) shall be kept confidential by the Fund and the Operator and shall not be made available to any third party unless required by law or any regulatory authority.
3. The Applicant agrees, by executing this Application Form, to be bound by the terms of the Limited Partnership and Operating Agreement and this Application Form shall accordingly constitute the Applicant's irrevocable agreement to be bound by the terms and conditions of the Limited Partnership and Operating Agreement as a holder of Participations with effect from the relevant Closing Date.
4. The Applicant hereby irrevocably appoints any one of the directors of the Operator to be their attorney (the "Attorney") in their name and on their behalf to do any of the following:
- (i) enter into the Limited Partnership and Operating Agreement;
  - (ii) execute all instruments relating to the admission of additional or substituted Limited Partners and/or general partners;
  - (iii) execute and file any documents necessary to be filed in connection with the business, property, assets and undertakings of the Fund, including, without limitation, documents relating to a consolidation of the Fund with another partnership whereby the rights of the Partners would not be adversely affected;
  - (iv) execute such deeds of subordination in respect of advances to the Fund as any lender to the Fund may from time to time require so as to subordinate any loan monies owing to the Applicant so they rank behind that of any third party lender;
  - (v) make any amendments, changes or modifications to the Limited Partnership and Operating Agreement in circumstances specified therein and to this Application Form, if such amendment is to cure an ambiguity or to correct or supplement any provisions contained therein or herein which may be defective or inconsistent with any other provisions contained therein or herein, provided

the cure, correction or supplemental provisions do not and will not adversely affect the interest of any Limited Partner, as determined by the legal advisers to the Fund.; and

- (vi) to act as representative in all issues pertaining to Value Added Tax and in all dealings with HM Revenue and Customs including acting as signatory on behalf of the principal on any VAT documents including applications for VAT registration (form VAT1) and any such Notifications of Election to Waive Exemption (Option to Tax) as may be required.
- 5. The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Fund.
- 6. The Applicant acknowledges that the Operator, General Partner and the Fund will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify the Operator and General Partner and each of their associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.
- 7. The Applicant authorises the Operator to date the Deed of Adherence, which accompanies this application in the event that this application is accepted in whole or in part.
- 8. The Applicant acknowledges that the Limited Partnership and Operating Agreement and other Fund documentation mentioned in the Information Memorandum have been made available to me.
- 9. This Application Form constitutes an agreement (the 'Agreement') which shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with this Application Form.

**Signatories to the Application** (the number of additional signatories will depend on the Applicant)

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant Company/Trust)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Additional Signatory** (the number of additional signatories will depend on the Applicant)

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant Company/Trust)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Additional Signatory** (the number of additional signatories will depend on the Applicant)

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant Company/Trust)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Additional Signatory** (the number of additional signatories will depend on the Applicant)

Name	<input type="text"/>	Tel No	<input type="text"/>
Position	<input type="text"/> (with respect to the Applicant Company/Trust)	Email	<input type="text"/>
Address	<input type="text"/>	Signature	<input type="text"/>
		Date	<input type="text"/>

**Details of Financial Adviser**

Name of Firm	<input type="text"/>	Name of Advisor	<input type="text"/>
Firm FSA No	<input type="text"/>	Advisor's FSA No	<input type="text"/>
Address	<input type="text"/>	Tel No	<input type="text"/>
		Email	<input type="text"/>
		Signature	<input type="text"/>

## FORM C

### APPLICATION AND SUBSCRIPTION AGREEMENT FOR LIMITED PARTNERSHIP

#### PRIVATE INDIVIDUALS (INCLUDING POWER OF ATTORNEY)

This Application should be completed in BLOCK CAPITALS, signed by the Applicant and witnessed

**To: Operator of the evolve All Saints Property LP**

<b>Forename(s)</b> <input style="width: 90%;" type="text"/>	<b>Date of Birth</b> <input style="width: 90%;" type="text"/>
<b>Surname</b> <input style="width: 90%;" type="text"/>	<b>Tel No</b> <input style="width: 90%;" type="text"/>
<b>Address</b> <input style="width: 90%; height: 40px;" type="text"/>	<b>Fax No</b> <input style="width: 90%;" type="text"/>
	<b>Email</b> <input style="width: 90%;" type="text"/>

<b>Unique Taxpayer's Reference Number (10 Digits)</b> <input style="width: 95%;" type="text"/>	<b>National Insurance Number</b> <input style="width: 95%;" type="text"/>
<b>Number of Participations applied for at £1,000</b> (Minimum 25 Participations) <input style="width: 95%;" type="text"/>	<b>Investment amount of</b> (Minimum £25,000 and increments of £1,000) <b>£</b> <input style="width: 95%;" type="text"/>

1. The Applicant irrevocably offers to subscribe the sum specified above to become a Limited Partner in the Partnership, a limited partnership registered in England under the provisions of the Limited Partnership Act 1907, according to the terms of the Limited Partnership and Operating Agreement. The expressions used in this Agreement shall have the meaning attributed to them in the IM except where the context otherwise requires.
2. evolve All Saints Partnership Limited is the General Partner of the Partnership as set out in the Information Memorandum and the Limited Partnership and Operating Agreement.
3. The Applicant undertakes to the General Partner and the Operator that the General Partner and the Operator may rely on the offer made by the Applicant to participate in the Partnership pursuant to this Application Form and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof. The Applicant agrees to accept the number of Participations allocated to him whether the number applied for or a lower number, on the terms and subject to the provisions of the Partnership Agreement.
4. The Applicant hereby warrants to the General Partner and the Operator that:
  - (i) the Applicant is at least 18 years of age and has full power and authority to execute this Agreement;

- (ii) the Applicant is contributing to the Partnership on their own account or account under their control;
  - (iii) the Applicant has received the IM and is aware of the aims and objectives of the Partnership and has relied on the advice of, or has consulted with, his/her own professional advisers with regard to the tax, legal and other economic considerations related to this subscription to the Partnership;
  - (iv) the Applicant has received and has read and understood the terms of the IM and particularly the section headed 'Risk Factors', and is aware of the risks attached to becoming a Limited Partner in the Partnership, including that Limited Partners are precluded from management of the business of the Partnership and are jointly and may become severally liable for the debts and obligations of the Partnership if they become involved in the management of the business of the Partnership;
  - (v) to the extent that the IM contains any descriptions or provisions that are inconsistent with or conflict with the provisions of the Limited Partnership and Operating Agreement, the Applicant confirms that the Applicant has had the opportunity to read the Limited Partnership and Operating Agreement in making any investment decision in respect of the Partnership, that the terms and conditions of the Limited Partnership and Operating Agreement shall prevail in the event of such conflict or inconsistency and that neither the Operator, the General Partner nor any other party shall be liable in connection with any such inconsistency or conflict;
  - (vi) the Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, an investment in the Partnership;
  - (vii) in evaluating the suitability of an investment in the Partnership, the Applicant has not relied upon any representation or warranty (whether oral or written) made by the Partnership, the Operator or any other person other than as set forth in the Partnership Documentation, save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Partnership have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with the Operator concerning the terms and conditions relating to an investment in the Partnership;
  - (viii) the Applicant recognises that there is no established market for a Participation in the Partnership, that it cannot be sold or otherwise disposed of except in the manner set out in the Limited Partnership and Operating Agreement, and that the Applicant may have difficulty in obtaining reliable information about its value;
  - (ix) the Applicant has the financial ability to bear the economic risk of participating in the Partnership, has adequate means for providing for their current needs and possible contingencies and has no need for the liquid funds representing their investment in the Partnership;
  - (x) the Applicant shall execute and deliver to the Operator, within 5 days after receipt of a request from the Operator, such further designations, powers of attorney and other instruments as the Operator shall reasonably deem necessary;
  - (xi) the Participations applied for shall be comprised of a Capital Contribution of 0.1% and a Loan Contribution of 99.9% of the amount of the Applicant's investment;
  - (xii) the Applicant shall promptly provide to the Operator such information as it may reasonably require for the purpose of determining the Applicant's eligibility to acquire Participations; and
  - (xiii) all information provided to the Partnership in this Application Form is correct and complete as at the date on which it is supplied and may be relied on by the Operator and the General Partner and may be relied on by other Limited Partners. The Applicant agrees to notify the Operator as soon as reasonably practicable upon becoming aware if:
    - (a) any representation or warranty contained in this Application Form becomes untrue prior to the admission of the Applicant as a Limited Partner or
    - (b) any response to any questions contained in this Application Form becomes untrue at any time. The Applicant agrees to provide such information and execute and deliver such documents as the Partnership may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form or to comply with any law or regulation applicable to the Partnership, provided that any confidential information disclosed under this paragraph 4(xiii) shall be kept confidential by the Partnership and the Operator and shall not be made available to any third party unless required by law or by any regulatory authority.
5. The Applicant agrees that, by executing this Application Form, they agree to be bound by the terms of the Limited Partnership and Operating Agreement and this Application Form shall accordingly constitute the Applicant's irrevocable agreement to be bound by the terms and conditions of the Limited Partnership and Operating Agreement as a Limited Partner with effect from the Closing Date. In the event that the Applicant is allocated Additional Partnership Participations, without having completed a further application form, the Applicant will be deemed to have restated the relevant terms of this Application Form as at the date of such allocation.
6. The Applicant hereby irrevocably appoints any one of the directors of the Operator to be their attorney (the "Attorney) in their name and on their behalf to do any of the following:
- (i) enter into the Limited Partnership and Operating Agreement;
  - (ii) execute all instruments relating to the admission of additional or substituted Limited Partners and/or general partners;
  - (iii) execute and file any documents necessary to be filed in connection with the business, property, assets and undertakings of the Partnership, including, without limitation, documents relating to a consolidation of the Partnership with another partnership whereby the rights of the Partners would not be adversely affected;
  - (iv) execute such deeds of subordination in respect of advances to the Partnership as any lender to the Partnership may from time to time require so as to subordinate any loan monies owing to the Applicant so they rank behind that of any third party lender;
  - (v) make any amendments, changes or modifications to the Limited Partnership and Operating Agreement in circumstances specified therein and to this Application Form, if such amendment is to cure an ambiguity or to correct or supplement any provisions contained therein or herein which may be defective or inconsistent with any other provisions contained therein or herein,

provided the cure, correction or supplemental provisions do not and will not adversely affect the interest of any Limited Partner, as determined by the legal advisers to the Partnership; and

(vi) to act as representative in all issues pertaining to Value Added Tax and in all dealings with HM Revenue and Customs including acting as signatory on behalf of the principal on any VAT documents including applications for VAT registration (form VAT1) and any such Notifications of Election to Waive Exemption (Option to Tax) as may be required.

7. The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Partnership.
8. The Applicant acknowledges that the Operator, the General Partner and the Partnership will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify the Operator and the General Partner and each of their associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.
9. This Application Form will, when accepted by the Operator and the General Partner constitute an agreement ("Agreement") which shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with this Agreement.

**In WITNESS WHEREOF** this document has been executed and delivered as a deed by the **APPLICANT**

On the	of		Subscriber's Signature	
In the presence of (Witness' Signature)			Witness' Address	
Witness' Name			Witness' Occupation	

**Details of Financial Adviser**

Name of Firm		Name of Advisor	
Firm FSA No		Advisor's FSA No	
Address		Tel No	
		Email	
		Signature	

### FORM D – TRANSFER FORM

SEND THE ORIGINAL TO THE BANK FROM WHICH FUNDS WILL BE TRANSFERRED

SEND A COPY WITH THE APPLICATION FORM TO GALLIUM FUND SOLUTIONS LIMITED

#### DETAILS OF THE BANK ACCOUNT FROM WHICH FUNDS WILL BE TRANSFERRED

To: THE MANAGER

Bank Name

Account Name

Bank Address

Account Number

Sort Code

I hereby authorise the electronic transfer of the sum of

(in words)

PLEASE REFERENCE THIS TRANSFER: "INVESTOR – EVOLVE ALL SAINTS PROPERTY LP"

**Beneficiary account details:**

<b>Bank Name</b>	The Royal Bank of Scotland
<b>Bank Address</b>	Blackburn House, 22 – 26 Eastern Road, Romford, Essex RM1 3PJ
<b>Account Name</b>	Evolve All Saints Property LP
<b>Account Number</b>	22897554
<b>Sort Code</b>	16 10 00

Please action this request on

Signed

Name (in block capitals)

Date