
ALL SAINTS

INFORMATION MEMORANDUM

NOTICE TO RECIPIENTS

This Information Memorandum ('IM') is issued by Gallium Fund Solutions Limited ('Gallium') (the 'Operator'), an entity authorised and regulated by the Financial Services Authority ('FSA'). FSA number 487176. This IM relates to an offer to subscribe for interests ('Participations') in the evolve All Saints Property LP (the 'Partnership') or for interests ('Units') in the evolve All Saints Exempt Property Unit Trust (the 'Trust'). (The Partnership and Trust together constitute the 'Fund').

Prospective investors must rely on their own examination of the legal, taxation, financial and other consequences of any contributions to the Fund including the risk involved. Prospective investors should note that they may become liable to pay tax before any distributions have been made by the Fund. Prospective investors should not treat the contents of this IM as advice relating to legal, taxation or other matters and, if in any doubt about the proposal discussed in this IM, its suitability, or what action should be taken, should consult a person authorised and regulated by the FSA under The Financial Services and Markets Act 2000 ('FSMA') and qualified to advise on investments in unregulated collective investment schemes.

The Fund is an unregulated collective investment scheme as defined in the FSA Handbook Glossary. The Fund is established and operated as a collective investment scheme by the Operator. The Fund itself has not been authorised or otherwise approved by the FSA and as an unregulated scheme it cannot be marketed in the UK to the general public. This IM has been approved as a financial promotion for regulatory purposes by the Operator for distribution to the persons mentioned in this section, and may be issued or distributed in the United Kingdom by an 'authorised person' (as defined in FSMA) only in circumstances in which the financial promotion is exempt from the general restriction imposed on authorised persons on financial promotion of unregulated collective investment schemes under section 238 FSMA.

Accordingly, where this IM is communicated by any person who is 'authorised' under FSMA to any other person, it is to be so communicated only to (and is directed only at) persons to whom such communication may lawfully be made, including (but not limited to):

- 'established' or 'newly accepted' customers of any such authorised person in respect of whom that authorised person has taken reasonable steps to ensure that the investment in the Fund is suitable, within the meaning of Category 2 of Chapter 4 rule 4.12.1R(4) of the FSA's Conduct of Business Sourcebook and 'professional clients' or 'eligible counterparties' of such authorised person, within the meaning of Category 7 of 4.12.1R(4);
- 'investment professionals' who have professional experience in participating in unregulated collective investment schemes within the meaning of article 14 of the FSMA (Promotion of Collective Investment Schemes) (Exemptions) Order 2001, as amended (the 'CIS Exemptions Order');
- 'high net worth companies, unincorporated associations, partnerships or trustees of high value trusts' within the meaning of article 22 of the CIS Exemptions Order;
- 'sophisticated investors' within the meaning of article 23 of the CIS Exemptions Order as amended by the Financial Services and Markets Act 2000 (Financial Promotion and Promotion of Collective Investment Schemes) (Miscellaneous Amendments) Order 2005;
 - who has a current certificate in writing or other legible form signed by an authorised person (other than the authorised person by whom the IM is communicated) to the effect that he is sufficiently knowledgeable to understand the risks associated with participating in unregulated schemes; and
 - who has signed, within the period of twelve months before the day on which the IM is communicated, a statement in the terms prescribed by article 23(1)(b) of the CIS Exemptions Order as amended by the Financial Services and Markets Act 2000 (Financial Promotion and Promotion of Collective Investment Schemes) (Miscellaneous Amendments) Order 2005.

This information can only be provided to persons where the financial promotion is exempt from the financial promotions restrictions. Where it is issued to a 'sophisticated investor', the IM is exempt from the restriction (in section 238 of FSMA) on the communication of invitations or inducements to participate in unregulated schemes on the ground that it is made to a 'certified sophisticated investor' for the purposes of article 23 of the CIS Exemptions Order as amended by the Financial Services and Markets Act 2000 (Financial Promotion and Promotion of Collective Investment Schemes) (Miscellaneous Amendments) Order 2005.

This IM may be communicated to any other person to whom it may otherwise lawfully be communicated, including, where the communicator is an authorised person, those persons listed in COBS 4.12.1R (4) FSA Conduct of Business Sourcebook. This IM must not be relied on or acted upon by persons who are not within the above categories. The recipient of this IM may not reproduce, forward or distribute copies of it to any person, except as permitted in accordance with FSMA.

The attention of prospective investors is drawn to the fact that the Fund is committing its funds to a business investment which is likely to be held on a long-term basis. The Participations/Units will not be quoted on any recognised or designated investment exchange and, accordingly, there will not be an established or ready market in them. Participations/Units will therefore not be easily realisable. Prospective investors should note that most of the protections under FSMA do not apply to investments in the Fund and that compensation under the Financial Services Compensation Scheme may not be available.

No person is or has been authorised in connection with the Fund and the Participations/Units to give any information or to make any representation not contained in this IM and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Fund or the Operator.

Neither the Operator nor any of its associates, directors, employees, partners or advisers makes any express or implied representation or warranty as to the accuracy or completeness of the IM, nor is any such person under any obligation to update the IM or correct any inaccuracies or omissions in it which may exist or become apparent. Notwithstanding anything to the contrary in this important information notice, liability for any statement, representation or warranty made fraudulently shall not be limited.

Statements and projections made in this IM are based on the interpretation of law and practice in force in the United Kingdom as at the date hereof and are subject to changes in those laws and practice. The distribution of this IM and the offering of Participations/Units may be restricted or inappropriate in certain jurisdictions. It is the responsibility of any person in possession of this document and any persons wishing to apply for Participations/Units pursuant to this IM to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. This IM does not constitute an offer or solicitation by or to anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified so to do or to anyone to whom it is unlawful to make such an offer or solicitation.

This document does not constitute a prospectus as defined by the Prospectus Regulations 2005 ("the Regulations") and has not been prepared in accordance with the requirements of the Regulations.

Prospective applicants for Participations/Units should inform themselves as to the legal requirements and consequences of applying for, holding and disposing of Participations/Units and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile. Investment in the Fund carries substantial risk and investors could lose the whole of their investment. There can be no assurance that the Fund's business plan will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in the Fund is suitable for them in light of their circumstances and financial resources. Your attention is drawn to the section herein headed 'Risk Factors'.

TABLE OF CONTENTS

	Page
Notice to Recipients	1
Executive Summary	3
Investment Strategy	5
Financial Analysis	6
Costs	8
Structure and Reporting	10
Taxation for the Partnership	17
Taxation for the Trust	19
Money Laundering Regulations and Data Protection	20
Professional Team	21
Risk Factors	22
Glossary	26
	Forms
Procedures for Application	
Anti - Money Laundering Regulation Form	
SIPPs, SSASs & Registered Charities	A
Companies & Trusts not exempt in UK	B
Private Individuals	C

EXECUTIVE SUMMARY

Executive Summary

The 2007-2009 downturn in the UK real estate market has created an opportunity to benefit from unique market conditions – a combination of 40-50% fall in values from the mid 2007 peak, plus comparatively high income potential and low interest rates.

The evolve All Saints Property LP has been established to provide private investors (including SIPPs) with the opportunity to benefit from these market conditions through a combination of real estate income and capital growth.

The experience and track record of the Fund Manager is expected to lead to a sustained supply of investment opportunities, often sourced off market.

The Fund will seek to acquire a balanced portfolio of 'prime' property – but with a priority for supply inelastic property sectors and strong covenants. It will seek a spread of risk between locations and the main property sectors (i.e. retail, office and industrial), but also consider mixed use schemes, supermarkets, student and healthcare related accommodation and other niche sub-sectors.

Whilst the Fund will have a priority for direct investment, it will also consider opportunities such as joint ventures, mezzanine lending, indirect investment and development.

The Fund Manager will seek to add value to investments through stock selection, rental increases, pro-active property management and any available asset management opportunities.

The target Distribution is 5-7% p.a. (the Distributions, especially in year 1, will depend upon the speed of acquisitions by the Partnership) and the target total return is 12% p.a. IRR.

With regards to debt, initial acquisitions may not be geared. Debt will only be used on a Non-Recourse basis and considered on each investment's own merit. The maximum gearing will be 50% (considering the entire portfolio of the Properties).

EVOLVE ALL SAINTS PROPERTY LP	
Target Fund Size	£50m equity
Fund Style	Closed Ended
Legal Entity	UK Limited Partnership
Fund Life	5-7 years
Anticipated IRR	10-12% p.a.
Target Distribution	5-7% p.a.
Gearing	Maximum 50% (Non-Recourse)
Investor Type	Private (incl SIPPs/SSASs & charities)
Minimum Subscription	£25,000 per Investor
Anticipated Closing Date	November 2009
AMC	0.25% Equity; 1% Property GAV
Fund Manager	evolve Fund Services Ltd

Investment Returns

Investment Returns	% IRR Net	Increase in Investor's Equity (incl Distributions)
Target Distribution	5 – 7.0% p.a.	
Investor's Priority Return	10.0% p.a.	Increases £100,000 to c £181,000.
Investor's Target Return	12.0% p.a.	Increases £100,000 to c £210,000.

The objective of the Fund will be to generate the target Distribution and maximum returns for Investors with a minimum of risk.

Structure & Exit Route

The Fund is to be structured as a Limited Partnership, a tax transparent vehicle, with an unauthorised Exempt Property Unit Trust as a Limited Partner. This structure enables non tax-exempt and tax-exempt contributions from Investors respectively.

There is an anticipated exit after no more than 7 years. There is, however, a commitment to extend the life of the Fund for interested Investors, as well as the opportunity for Investors to seek an exit after the 5th year.

Tax

The intended Investment Strategy of the Fund is such that it will be managed on an investment property basis for HMRC purposes. Accordingly, any capital gains resulting from a disposal of an investment property should result in CGT at 18% (as opposed to income tax at a higher rate). SIPPs and other tax exempt Investors may retain their tax exempt status by investing via the Trust.

Risk Factors

All potential investors must ensure they read the section Risk Factors (page 22).

INVESTMENT STRATEGY

Investment Strategy

The Fund will acquire and manage investments in UK real estate. Its aim is to generate a Distribution of 5-7% p.a. and an IRR exceeding 10% p.a. The Fund Manager is evolve Fund Services Ltd.

The Investment Strategy will be implemented in four phases:

1. Source and acquire a balanced portfolio of 'prime' real estate investment opportunities with a priority for direct investment in the commercial real estate sector. The Fund Manager may consider all real estate sectors and mixed-use schemes. As well as direct investment, the Fund Manager may also consider joint ventures, mezzanine lending, indirect investment (e.g. other evolve managed collective investment schemes) and development.
2. Introduce Non-Recourse debt at levels determined by the Fund Manager (not to exceed 50% of the total value of the portfolio of Properties when fully invested);
3. Pay annual Distributions to Investors out of fund income whilst completing pro-active property management and any available asset management opportunities to enhance capital values and rental income; and
4. Exit:
 - 4.1 From Year 5 onwards to consider the optimum exit strategy with a view to achieving an exit after 5-7 years;
 - 4.2 The most likely potential exit routes include:
 - 4.2.1 Disposal of entire portfolio of Properties together or individually by way of private treaty to a property company, REIT or institutional investor;
 - 4.2.2 IPO, AIM listing or conversion to a REIT (or other more retail fund structure); and
 - 4.2.3 Roll forward the Investment Strategy and pay out any Investors wanting to exit by way of new equity and/or re-finance.
 - 4.3 It is expected that all Investors will have an opportunity to exit the investment no later than 7 years after the Closing Date.
 - 4.4 Investors will be consulted around the end of Year 5. If an Investor states he/she wishes to exit the Fund at the end of the Investment Period he/she may receive early redemptions during Years 6 - 7, at the discretion of the General Partner and Operator.
 - 4.5 Around the end of Year 6 the Operator will invite Investors to vote on whether they wish to extend the life of the Partnership based on an updated Investment Strategy. If, in the opinion of the Operator and Fund Manager, a sufficient number of Investors vote to extend the life of the Partnership then the Operator will endeavour to ensure that the Partnership continues for these Investors, and any new Investors, for a period of 5 years (or such other period agreed upon). Otherwise, at the end of the Investment Period the Partnership's assets will be realised in an orderly manner.

This Investment Strategy will be incorporated into the Partnership Deed. The Fund Manager will be able to agree practical changes to the Investment Strategy with the Operator if these are considered to be beneficial for the Fund and the Investors.

FINANCIAL ANALYSIS

Summary

Investment Returns	% IRR Net	Increase in Investor's Equity (incl Distributions)
Target Distribution	5 - 7.0%	
Investor's Priority Return	10.0% p.a.	Increases £100,000 to c £181,000.
Investor's Target Return	12.0% p.a.	Increases £100,000 to c £210,000.

Equity Returns

A 10.23% p.a. IRR will be achieved in line with the following principal assumptions:

- Total Capitalisation of £25,000,000;
- Costs are as set out on page 8;
- Inflation at 2.5% p.a.;
- Interest on equity deposits in the Partnership bank account at 1.0% p.a.;
- Loan facility per Property at 50% of purchase value, interest rate including margin of 6.0% and arrangement costs of 2.5%;
- Net initial rental income yield of 7.0% per Property (after standard 5.7625% purchase costs) and no improvement in yield upon property disposal;
- 1.5% p.a. rental growth through RPI linked rents, fixed uplifts or rental increases at rent review;
- 134% return on equity per investment - as shown in sub-section Investment Example below (page 7);
- 100% equity invested initially on quarterly basis over 18 month period. 50% re-invested after 4 year period. The other 50% is held in same investments over full 7 year period;
- Distributions of 5.25% p.a. (assumed from the end of year 2 as a result of previous assumption relating to 18 month period to be fully invested); and
- Investor's Priority Return of 10.0% p.a. IRR.

The IRR figure includes the value of Investor's Equity at the end of the Investment Period. It is stated after all anticipated costs have been deducted.

Sensitivity

The investment returns set out above assume a sum of Investor's Equity of £25m. In the event that this is £10m or £50 million the IRR changes to 10.16% and 10.25% p.a. (all other assumptions being equal).

The Fund cash flow has also been stress tested. For example (assuming all other assumptions the same) if:

- The return on equity invested is reduced to 130%;
- The loan facility per Property is 25% of value and the interest rate of the senior debt is 25% higher than forecasted (i.e. 7.50% not 6.0%); and
- Inflation averages 4.0% during the Investment Period, then the IRR to Investors is still 9.17% p.a.

Potential Upside

There is the possibility that returns will exceed the figures set out in this section in circumstances such as the following:

- A greater difference between assumed rental income yield (7.0%) and cost of debt (6.0%);
- Rental income overall growing by more than 1.5% p.a. due to RPI linked rents, fixed uplifts or rental increases at rent review;
- Anticipated savings in acquisition and disposal costs;
- Asset management initiatives that may include planning and development, negotiations with occupiers and other landlord and tenant agreements;
- Yield shift due to improved credit markets, investor sentiment, economic stability etc.
- Cost of loan facilities may be lower than 6.0% (current 5 year swap rates are c3.2%, plus a 2% margin is 5.2%);
- Assumptions relating to timing of initial acquisitions and re-cycling of equity may be conservative; and
- Bank interest may exceed 1.0%.

A 12.88% p.a. IRR is achieved, for example, if the cost of debt is 5.2% and there is a 0.5% improvement in yields (all other assumptions the same).

Investors should note that the aforementioned situations are possible advantages of an investment in the Fund. The value of investments can fall as well as rise.

Investment Example

Summary of key assumptions and result:

- Acquired for £11,428,571 (including purchase costs) using £5,402,941 of debt (i.e. 50% LTV);
- 7.0% net initial yield;
- Rent grown by 1.5% p.a. over 4 year hold period through RPI linked rents, fixed uplifts, rent reviews or asset management etc.;
- Disposal at 7.0% yield (after standard transaction costs) adopting no 'yield shift';
- 50% loan to value at 6.0% cost of funds;
- 6.0% p.a. Distribution from year 1 to Investors after Partnership costs (surplus for amortisation); and
- Result: 134% return on equity invested (i.e. assumption in sub-section Equity Returns above (page 6)).

COSTS

Establishment Costs	Establishment Costs are capped at 1.5% of Investor's Equity. These costs include the Fund Manager, the UK legal advisers, the Operator, the Trustee and other consultants (e.g. Tax Adviser, distribution).
Annual Costs	<p>Annual Management Charge</p> <p>The Partnership will pay a fee of 1.0% p.a. of the GAV (and 0.25% of any Partnership's equity not invested), in 4 equal quarterly instalments, in advance to the Fund Manager in aggregate. This fee is to include any property management and asset management work completed by the Fund Manager (or an associated company) that is not recovered through a service charge.</p> <p>Operator and Trust Manager</p> <p>The Partnership will pay a fee of 0.15% of the Total Capitalisation, in 4 equal quarterly instalments, in advance.</p> <p>Auditor and Valuer</p> <p>The Partnership will pay appropriate audit and valuation fees. The Partnership cash flow assumes an average of £15,000 p.a. for audits and 0.10% p.a. of Total Capitalisation for valuations. These fees will be paid shortly after the end of each financial year (tax year).</p> <p>Trustee</p> <p>The Partnership will pay a trustee fee of £5,000 p.a. in 4 equal quarterly instalments in arrears.</p> <p>Annual costs may increase in line with the UK retail price index and are subject to VAT.</p>
One-Off Costs	<p>The Partnership will pay any other costs that are necessary to protect or enhance the value of the Partnership.</p> <p>In accordance with standard market practice the Fund cashflow assumes a 1% of GAV property consultant fee for each acquisition and disposal. It also assumes a 2.5% of loan bank arrangement fee to include any debt broker. 50% of any saving in these assumed fees resulting from work conducted by the Fund Manager, instead of third party agents, may be retained by the Fund Manager.</p> <p>An overall contingency of 0.15% of Total Capitalisation p.a. has also been included.</p> <p>In the event that the Partnership is terminated at the end of the Investment Period, or earlier if circumstances so dictate, a fee of 0.15% of Total Capitalisation (min £30,000, max £50,000) will be payable to the Liquidating Trustee.</p>
Commission	An introductory commission is available to authorised intermediaries and other introducers of equity so long as the Investor has been made aware (this is the responsibility of the intermediary). Commissions will be accounted for individually at Investor level in the Partnership accounts. The financial analysis section assumes an introductory commission of 3% of Investor's Equity plus a 0.5% trail commission.

Performance Incentive

The Fund Manager is entitled to a Performance Incentive in the Partnership. The Investor's Priority Return over the life of the Investment Strategy will be 10.0% p.a. (including income and capital returns on equity) before the Performance Incentive becomes due. Profits above 10% p.a. IRR will be split 75:25 between Investors and the Fund Manager respectively.

The value of the Fund Manager's share of the Performance Incentive will be calculated after 5 years and then annually. The Fund Manager will receive 50% of the value, if any, of the Performance Incentive. The remaining 50% will be paid upon completion of the Investment Period, or, if earlier, upon termination of the Partnership or redemption of Participations/Units by an Investor (in which case a pro-rata calculation will be made by the Operator).

No Performance Incentive will be paid to the Fund Manager based on valuation figures alone. The terms of the Performance Incentive will be documented in the Partnership Deed.

Investment Returns

Investment returns outlined in this Information Memorandum have been calculated after allowing for all the costs explicit in this section (including commissions and the Performance Incentive).

STRUCTURE AND REPORTING

Summary & General Partner

The Fund is to be structured as a Limited Partnership, a tax-transparent vehicle, with an unauthorised Exempt Property Unit Trust ('Trust') as a Limited Partner in the Partnership. The Partnership will be registered in the UK.

An Investor may invest directly in the Partnership by becoming a Limited Partner or may wish to participate in the Fund via the Trust. Investment via the Trust is only suitable for consideration by SIPPs, SSASs and charities.

Limited Partners cannot participate in the management of the Partnership. Otherwise they may lose their limited liability status. Limited Partners will be entitled to vote on certain issues such as the extension of the Partnership's life after the expiry of the Investment Period. The General Partner will carry out the business of the Partnership involving the acquisition and disposal of Property, appointing the professional team (including the property managing agents) and entering into the Loan Agreement(s) and granting security on behalf of the Partnership.

Copies of the Partnership Deed and Trust Deed for the Trust will be available on request when they have been completed.

evolve All Saints Partnership Limited will be incorporated to become the General Partner of the Partnership. The General Partner will be responsible for the debts and obligations of the Partnership and, in consultation with the Fund Manager and Operator, is responsible for establishing the business objectives and policies of the Partnership. The General Partner will hold one Participation in the Partnership (£1).

The General Partner will execute documents on behalf of the Partnership, where required, in accordance with the recommendations of the Operator and the Fund Manager.

Fund Manager

The General Partner will enter into a fund management agreement with the Fund Manager, evolve Fund Services Ltd ('evolve'). The Fund Manager is responsible for managing the assets on behalf of the Partnership in accordance with the Investment Strategy. The terms of the fund management agreement are primarily to ensure that the Partnership adheres to the Investment Strategy and to work to achieve this aim. It also includes:

- Completing due diligence and investment appraisals for proposed acquisitions and disposals;
- Ensuring property management and asset management initiatives are reviewed and exploited, including the potential upside opportunities described on page 7;
- Assisting the Operator with any crisis equity redemption requests from Investors prior to the end of the Investment Period;
- Arranging the appointment of members of the Professional Team for the Partnership and recommending such appointments or terminations to the General Partner;
- Liaising with the Operator to ensure the Partnership is following the Investment Strategy. It will also liaise with other members of the Professional Team;
- Retaining relations with any banks;

- Supervising property management issues (e.g. rent reviews, rent collection, insurance, and service charges etc.); and
- Providing a report of the Partnership's activities on a quarterly basis.

Operator

The setting up, promotion, operation and winding up of a Collective Investment Scheme ('CIS') constitute regulated activities. The Partnership constitutes a CIS for the purposes of FSMA. Consequently, a person authorised under FSMA must conduct these activities. Accordingly Gallium Fund Solutions Limited ('Gallium'), which is regulated and authorised by the FSA, is appointed as Operator to carry out all such activities. evolve is an appointed representative of Gallium.

Gallium will establish and operate the CIS which the Partnership constitutes. It will also manage the Trust. It will collect subscriptions and ensure they are invested in accordance with this IM. It will be responsible for the safekeeping of title documents, supervising the Partnership's records and books of account and ensuring all financial records are maintained in a professional manner. Gallium will distribute any Distributions that may be payable to the Investors, act as a joint signatory on the Partnership bank account, handle transfers of interests in the Fund and deal with communications with Investors.

The Operator retains the ultimate responsibility for all aspects of the management of the Partnership, including the management of the Property, even though the management of the Property will be delegated.

It will act as Liquidating Trustee on termination of the Partnership and deal with all regulatory matters, if so required. Gallium also procures the annual accounts, provides unaudited quarterly management accounts, deals with bank accounts and VAT returns, signs documentation on behalf of the Partnership, ensures Investors are provided with tax certificates and considers recommended changes to Investment Strategy.

Investment in either the Partnership Direct or via the Trust

Non tax-exempt Investors may invest directly in the Partnership by becoming a Limited Partner.

Tax-exempt pension funds, SIPPs and SSASs and registered charities, may wish to acquire Units in the Trust and have an indirect interest in the Property. This is to provide the opportunity for these Investors to invest in a tax efficient manner.

Limited Partnership Structure

- Each Investor will enter into the Partnership Deed via a Power of Attorney.
- The Partnership will be closed ended with the expectation Investors will have an opportunity to exit completely no later than 7 years after the Closing Date, or earlier if the General Partner recommends a disposal of the Property, having taken the advice of the Fund Manager.
- Investor's Equity in the Partnership will be represented as 0.1% capital and 99.9% interest free loan (such loan will be subordinated to that of the bank under the terms of any Loan Agreement).
- The Investment Strategy will guide the management of the Partnership.
- The Property will be acquired by the Partnership.
- The General Partner will be evolve All Saints Partnership Limited.
- The Operator will be Gallium Fund Solutions Limited. The Operator will perform a reporting role as outlined in the sub-section Reporting (page 15).

Trust Structure

- The Trustee of the Trust will represent the Investors in the Trust and will have a voting capability equivalent to its share of the Total Capitalisation.
- The Trust enables tax-exempt Investors such as pension investors and charities to participate in the Partnership where their contributions might otherwise prevent them from investing as Limited Partners.
- The Trustee will be Exempt Property Unit Trustees Limited.
- The Trust Manager will be Gallium Fund Solutions Limited.
- The Investment Strategy will guide the management of the Trust.
- The life of the Trust is for 30 years unless terminated earlier by the cessation of the Partnership. Alternatively, it will be terminated by the Trustee with the consent of the Trust Manager as a result of a change in the law, which renders the Trust illegal or, in the opinion of the Trust Manager, impracticable, inadvisable or contrary to the interests of the Unitholders to continue the Trust or for the Trust Manager to continue to be manager of the Trust.
- The Trust may also be terminated by the Trustee in its absolute discretion in the event of the Trustee's retirement, or if the Trustee goes into compulsory or voluntary liquidation and the Trust Manager is unable to find a suitable replacement within 3 months after receiving notice of the Trustee's retirement or liquidation. Furthermore, the Trust shall be terminated where an extraordinary resolution to reconstruct or amalgamate the Trust is passed by the Unitholders; in the event of retirement of the Trust Manager; or where an extraordinary resolution of Unitholders has been passed approving the termination of the Trust.
- On termination of the Trust, any notices requiring compulsory redemption of Units (as a result of a Unitholder no longer being eligible to hold such Units) will lapse, the investments in the Partnership will be realised, any borrowings and other indebtedness will be repaid and any liabilities will be discharged (other than liabilities to Unitholders). The Trustee shall then at such times as it shall consider convenient, distribute the investments and other assets (including cash of the Trust) together with any amounts standing to the credit of, but undistributed from, the distribution account, to the Unitholders in proportion to their respective share in the Trust represented by the number of Units held by them.

Transfer of Participations in the Partnership

The Investors' Participations in the Partnership will be freely transferable by private treaty, subject to the Operator's and Fund Manager's consent, and the new investor entering into a deed of accession in the prescribed format.

It should be noted that the Partnership is an unregulated CIS and as such there is currently no listed secondary market for interests in UK limited partnerships or trusts. Please see the section 'Risk Factors' (pages 22-25).

The Operator will try to arrange transfers to other Limited Partners or Unitholders, as appropriate, but only on a 'matched bargain' basis. An administration fee may be charged by the Operator and Fund Manager for this procedure representing the administration costs and disbursements incurred by the Operator and Fund Manager in marketing the Participations to other potential investors, Limited Partners or Unitholders and complying with FSA regulations.

Transfer of Units in the Trust

Units in the Trust may be transferred to an investor who is able to participate in the Trust provided that prior notice has been given to the Trust Manager identifying the proposed transferee. The Trust Manager will need to be satisfied that the transferee is an investor that is eligible to participate in the Trust.

Subject to the minimum holding, Units will be freely transferable but only to investors for whom disposal would be exempt from capital gains tax, or corporation tax (other than by reason of residence), in accordance with Taxation of Chargeable Gains Act ('TCGA') 1992, Section 100 (2). It is a condition of the Trust that Units may only be held by, or on behalf of, such an eligible person – if this cannot be met then the holder's Units will be cancelled and the Unitholder will be assigned an equivalent interest. Any transfer of Units will otherwise be treated on the same basis as set out in sub-section 'Transfers of Participations in the Partnership' above.

Exit Routes during Investment Period

In the event of there being an attractive opportunity to sell or re-finance the Property prior to the end of the Investment Period, then the Operator will advise the Investors of any recommendations made by the Fund Manager.

If the Partnership is unable to fulfil the Investment Strategy the Operator will advise the Investors, having taken advice from the Fund Manager. If the Majority of Investors vote for the termination of the Partnership this will be carried out so that Investor's Equity can be repaid in addition to a loan facility, if any, and any capital profits.

Otherwise, the Partnership will be wound up at the end of the Investment Period or continued as explained in the next sub-section.

Exit Route and Potential Extension after Investment Period

The Investment Period of the Partnership is 7 years from the Closing Date (i.e. until 2016).

However, around the end of Year 5 the Investors will be consulted as to whether they have confirmed intentions to exit the Partnership at the end of the Investment Period.

Any Investor who states around the end of Year 5 that he/she wishes to exit the Partnership at the end of the Investment Period may receive early redemptions during Years 6 – 7, at the discretion of the General Partner and Operator and financed through one or more actions (e.g. the matching of new Investors, the sale of underlying Properties or borrowings by the Partnership).

Around the end of Year 6 the Operator will invite Investors to vote on whether they wish to extend the life of the Partnership, based on an updated Investment Strategy. If, in the opinion of the Operator and Fund Manager, a sufficient number of Investors vote to extend the life of the Partnership then the Operator will endeavour to ensure that the Partnership continues for these Investors, and any new Investors, for a period of 5 years (or such other period agreed upon).

Investors wishing to exit will be entitled to receive their proportion of the NAV of the Partnership at the end of the Investment Period less the Performance Incentive payable to the Fund Manager, and a fair proportion of the Partnership liquidation costs (which will be determined at the sole discretion of the Operator). This will be financed through one or more actions (e.g. the matching of new Investors, the sale of underlying Properties or borrowings by the Partnership).

Otherwise, at the end of the Investment Period the Partnership's assets will be realised in an orderly manner. The Operator will act as the Liquidating Trustee. Distributions to Investors will follow the repayment of a loan facility, if any.

Death or divorce of Investor during Investment Period

Unitholders (e.g. SIPP, SSAS Investor)

In the event of the death or divorce of a SIPP investor on whose behalf the Units are held by their pension trustee, the General Partner of the Fund will endeavour to establish an internal market for the Units and sell the Units to existing Unitholders in the Trust. Alternatively, the Operator may permit, at the discretion of the Operator, a redemption at a discount rate of 5% to NAV (or such other rate recommended by the Fund Manager to the Operator). Alternatively, the General Partner undertakes to purchase the Units at a fair market price 6 months after the Investor's death. To this end, the General Partner will be empowered to borrow any necessary funding directly from the Partnership.

Limited Partner (i.e. non SIPP, SSAS Investor)

In the event of the death or divorce of a Limited Partner, the General Partner of the Fund will endeavour to establish an internal market for the Participations and sell the Participations to existing Limited Partners. Alternatively, the Operator may permit, at the discretion of the Operator, a redemption at a discount rate of 5% to NAV (or such other rate recommended by the Fund Manager to the Operator).

The actual definition of 'fair market price' is a subjective one and the Investor or Investor's beneficiary may receive a diminished return to that anticipated. The Investor will also need to pay any administration costs.

Financial Controls

All equity subscriptions prior to the Closing Date will be held in the Partnership's bank account. This is controlled by the Operator and interest will accrue to the benefit of the Fund.

There will be a debit charged to the account of any Investors subscribing more than 2 months after the Closing Date. This will be equivalent to 7.5% p.a. (or such other % considered fair by the Operator having taken advice from the Fund Manager) for the period from investment to the first Fund audit as at 31 March 2011. This charge will be debited from the Subsequent Investor's current account and credited to the existing Investor's current account.

The Fund Manager and Operator are required to be joint signatories of the Partnership's bank account(s) in relation to costs and expenses.

Any Distributions paid to Investors by the Operator, will be done so in accordance with the terms of the Partnership Deed and Trust Deed. This will be after funding commitments, bank interest, any amortisation and any other costs have been paid.

The Trust will accumulate its share of any profit and distribute a pro-rata share of any distributable income to the Trust Investors net of basic rate income tax as at 31 March each year. The SSAS and SIPP Trustees are then able to reclaim the tax thus deducted. Investors who are exempt from tax on income may then reclaim nearly all of the tax which has been deducted. There can be a small element of tax leakage.

A cash provision may be established in accordance with a recommendation from the Operator and Fund Manager. This will cover any forecast costs.

Distributions

It is intended that annual Distributions will be paid during the Investment Period. Distributions will be made to the Investors pro-rata to the amount of the Investors' Equity. Distributions will be made to the Investors on the basis that there is sufficient profit and cash available after making provision for the obligations and liabilities of the Partnership. It is not the intention of the Investment Strategy for the Partnership to make property trading profits (i.e. as well as receiving rental income). In the event of a tax liability resting upon the Investors, the General Partner and Operator will endeavour to ensure the

	<p>Investors receive a Distribution at least equal to the likely tax liability for the appropriate financial year.</p>
Valuation	<p>The Valuation of the Partnership will be the NAV of the Partnership at the end of the financial year as stated in the audited financial statements.</p> <p>Any quarterly valuations supplied by the Operator or Fund Manager will be based upon the NAV as stated in any unaudited quarterly management accounts. These valuations will be for information purposes only.</p>
Investment Period	<p>The Partnership will terminate at the end of the Investment Period, subject to the sub-section 'Exit Route and Potential Extension after Investment Period' (page 13).</p>
Costs	<p>The total costs to the Partnership are detailed in the section 'Costs' (page 8).</p>
Reporting	<p>The Operator will distribute annual reports to Investors with details of the Partnership's NAV and the value of each Investor's Participations/Units. The Fund Manager will have reported beforehand to the Operator.</p> <p>The Operator will keep the Investors informed of the financial and business affairs of the Partnership by post or email and also report from time to time on any initiatives undertaken by the Fund Manager. The Operator will be placed under a positive obligation to report any issues of substance to the Investors.</p> <p>An annual report, annual valuation and audited financial statements will be distributed to Investors within 120 days of the accounting year end. The accounting year end is 31 March and the first accounts will be produced to 31 March 2011.</p> <p>The Trust Manager will arrange for the preparation of annual audited trust accounts and will circulate these to all Investors in the Trust. Certificates confirming the amount of income they have received from the Trust in the preceding tax year will be issued.</p> <p>On a quarterly basis, the Fund Manager will report with the activities of the Partnership and the Operator will report with the unaudited quarterly management accounts. It is intended this information will be available on a website to be set up for the Partnership.</p>
Meetings	<p>The Operator will be responsible for convening an annual meeting of the Investors and other general meetings of the Partnership, if considered appropriate. Investors may also convene general meetings where required.</p>
Indemnification	<p>The Partnership Deed and the Trust Deed will contain an indemnity to be given by the Partnership to, as appropriate, the Operator, the Fund Manager, the Trustee and the Trust Manager and each of their directors, associates, officers, agents, advisers and employees against all claims, liabilities, costs, damages and expenses (including legal fees) to which they may be or become subject by reason of their activities on behalf of the Partnership so long as such activity giving rise to the claim does not involve gross negligence, fraud, wilful default misconduct, bad faith or reckless disregard or breach of the Partnership Deed (or in the case of the Operator, any duties or liabilities under the rules of FSMA) or the Trust Deed or a conscious and material breach of the Partnership Deed or the Trust Deed. This indemnity will be limited to the extent of the Partnership's assets.</p>

Tax Indemnity

The Partnership Deed will contain a tax indemnity to be given by the Investors in favour of the General Partner, Operator and Fund Manager in respect of any liability to tax (together with all reasonable costs and expenses in connection with such taxation) for which either the General Partner, Operator or Fund Manager is liable to account to any fiscal authority on behalf of an Investor.

Documents on Display

The Partnership Deed, Trust Deed and Fund management agreement will be available for inspection by appointment, at the offices of the Operator and Fund Manager between 10.00am and 4.00pm Monday to Friday.

TAXATION FOR THE PARTNERSHIP

This section is intended only as a guide to the general UK tax position as at the date of this document. If any potential investor is in doubt about the taxation consequences of investing in the Partnership under the laws of their country of citizenship, domicile or residence, he or she should consult his or her own personal professional adviser. Investors should note that tax law and practice can change and that such changes may alter the benefits of investment in the Partnership.

Investors should read the section Notice to Recipients (page 1) carefully and take their own advice on all taxation issues.

Partnership Taxation

It is assumed for the purposes of this summary that the Partnership is treated as a partnership for UK tax purposes and that it will carry on an investment business and not a trading activity. It should be noted in this context that it is the intention that the affairs of the Partnership will be managed so that the Partnership should not be treated as carrying on a trade. On this basis each Limited Partner will be assessable and liable to tax on its share of income and gains derived from the Partnership as outlined below. The Partnership itself should not represent a taxable entity in its own right for UK tax purposes. All returns stated in this IM are therefore stated before any deduction of or liability for any taxation.

Income Tax

Each Investor will be liable to UK tax on their share of the net income earned by the Partnership in each year and on any dividends and interest received by the Partnership whether or not income is distributed to the Investors. The amount of taxable income chargeable upon an Investor should be reduced by deduction of interest costs incurred on any loan facility obtained by the Partnership and the deduction of allowable expenses.

Depending on their personal circumstances, individuals investing directly into the Partnership will be liable to UK Income Tax (up to 40% at the date of this document and from 6 April 2010 at 50% on income above £150,000. In addition a marginal rate of taxation will also apply from 6 April 2010 whereby an Investor's personal allowance is reduced by £2 for every £1 earned). Investments by trusts may also be subject to Income Tax at up to 40% at the date of this document and up to 50% from 6 April 2010.

Limited Partners that are not resident in the UK for tax purposes will be subject to UK income tax on their share of the Partnership income, computed in the same way as in the case of a UK resident Limited Partner.

Limited Partners who are individuals who are resident in the UK or, if non-resident, are either Commonwealth or European Economic Area Citizens are entitled to claim a personal allowance against this income (the basic personal allowance for the tax year 2009/2010 is £6,475). If a distribution of income is made then a non-resident Limited Partner will receive rental income subject to deduction at source of basic rate income tax (currently 20%) unless that Limited Partner has consent from the HM Revenue & Customs Centre for Non-Residents to receive rental income without deduction of tax, in which case that Limited Partner must settle its tax liability directly with the HM Revenue & Customs. It should be noted in this context that it is the intention that the affairs of the Partnership will be managed so that the Partnership will not be treated as carrying on a trade.

The tax position for tax exempt Investors who invest via the Trust is described on page 19.

Capital Gains Tax

Individuals and trusts, depending upon personal circumstances, are liable to taxation in respect of capital gains arising from the sale or other disposal of their

share in the Partnership. They will also be liable to their fractional share of any capital gains made by the Partnership. The current rate of Capital Gains Tax for individual investors, after deduction of their annual allowance, is 18%.

Any change in the number of Investors of the Partnership could trigger a Capital Gains Tax charge on the existing Investors since they will be deemed to have disposed of their share in the Partnership's assets to the extent that their interest in the Partnership is diluted. HM Revenue & Customs has issued a Statement of Practice that no charges will be triggered if the Partnership's assets are not re-valued. The primary investment of the Partnership will be interests in real estate. It is not envisaged that Investor's shares in the Partnership's assets will be changed once the Partnership's first accounting period end (31 March 2011) has been reached, other than by way of Investors transferring their Participations in the Partnership or as a result of the provisions contained in the sub-section 'Exit Route and Potential Extension after Investment Period' (page13).

Inheritance Tax

In the case of inheritance tax, the net asset value of a Limited Partner's pro-rata share in the investment will be treated as part of the Investor's estate.

Value Added Tax

The General Partner will elect to waive exemption from VAT in relation to the Properties so it is expected that the maximum amount of VAT can be recovered on associated costs.

The Properties will be acquired by means of a TOGC (transfer of a going concern) wherever possible and in the circumstances VAT will not be payable on the purchase price or SDLT.

Stamp Duty

The introduction of a new Limited Partner will not be chargeable to *ad valorem* stamp duty provided that the new Limited Partner contributes cash equal to the amount credited to his/her capital account and the new Limited Partner's introduction is not linked to the retirement of another Limited Partner. Transfers of Partnership interests may attract *ad valorem* stamp duty (currently at rates up to 4% of the sale price). However, where the Partnership property consists of land and buildings in the UK, the value of that property is deducted from any stampable consideration. See also the sub-section Stamp Duty Land Tax below.

Stamp Duty Land Tax (SDLT)

The purchase of interests in land and buildings situated in the UK will generally be chargeable to stamp duty land tax (SDLT), currently at rates of up to 4%. The charge is the liability of the purchaser.

The transfer of partnership interests, if the relevant partnership property includes a chargeable interest in land and buildings in the UK, and consideration is given for the transfer, are chargeable to SDLT.

SDLT may therefore be calculated not only on the Investors' proportionate share of net asset value but also on its proportionate share of any bank borrowing.

SDLT will also apply to transfers of property into and out of a partnership by and to partners to the extent that an economic interest in the property moves.

TAXATION FOR THE TRUST

The following information is specifically for SIPPs, SSASs and registered charities that would participate by investing in the Trust which, in turn, would be a Limited Partner in the Partnership. Potential investors in the Trust are advised to consult their own professional advisers concerning the possible taxation consequences of purchasing, holding, selling, exchanging or otherwise disposing of an interest in the Trust.

Investors should read the section Notice to Recipients (page 2) carefully and take their own advice on all taxation issues.

SIPPs, SSASs and registered charities are normally permitted under their constitution to invest in trusts such as the Trust (i.e. a tax exempt property unit trust). Their constitution may not permit them to act as an investor in a partnership.

The Trust will only be available to investors such as those mentioned who are exempt from capital gains tax or corporation tax on chargeable gains (otherwise than by reason of non-residence). Therefore, any capital gain accruing to the Trust will not be chargeable to capital gains tax, in accordance with Section 100(2) TCGA 1992.

The Trust's share of income from the Partnership as well as any interest or other income earned, will be subject to basic rate tax (e.g. at 20% for the fiscal year to 5 April 2010). This will be after deduction of deductible bank interest and allowable property costs (i.e. management charges, letting fees and repair costs, etc.). For income tax purposes the Trust will be treated as distributing all of its income as an annual payment. In line with Section 941 ITA 2007, the Trust will be deemed to have withheld basic rate income tax before distributing its income to an Investor. An Investor who is exempt from tax on income will be able to reclaim the income tax deemed to have been withheld.

Stamp Duty Reserve Tax

The issue of Units in the Trust in return for cash subscriptions should not attract stamp duty. Stamp duty reserve tax will be payable on the transfer of all or part of a Unitholder's interest in the Trust. However, stamp duty reserve tax is not payable upon cancellation of Units in the event, for example, of the termination of the Trust following a sale of the Properties. If the Units are surrendered to the Trust Manager for cancellation, stamp duty reserve tax will be chargeable at 0.5% on the amount by which redemptions exceed issues over a two week period.

MONEY LAUNDERING REGULATIONS AND DATA PROTECTION

Verification	In accordance with applicable anti money laundering regulations, the Operator will require verification of the identity of any potential investor and any authorised intermediary acting for a potential investor. Any forms submitted must be completed in full and the payment mechanism must be adhered to strictly.
Rejection	Any potential investor not meeting the requirements of the Operator may have their application rejected at the discretion of the Operator.
Compliance	All potential investors should complete the application forms fully and comply with the information requirements stated therein.
Data Protection Act	<p>Any details or information submitted to the Operator will be retained on a database at its registered office under the provisions of the relevant Data Protection legislation.</p> <p>Neither the Operator, General Partner nor the Trustee will send the Investors' details to a third party except for the purpose of administering the Partnership and Trust; for preventing crime; to the police, if required by law; to any relevant regulatory authority, or if required by law; or unless they are specifically requested to do so by the Investor.</p> <p>Details of Limited Partners will be filed with Companies House.</p>
Warranty	Completion of an application form warrants that all cheques forwarded by an Investor will be honoured at the first presentation.

PROFESSIONAL TEAM

Fund Manager	evolve Fund Services Ltd 46 James Street London W1U 1EZ www.evolvefs.co.uk
General Partner	evolve All Saints Partnership Limited 46 James Street London W1U 1EZ www.evolveallsaints.co.uk
UK Tax Adviser	Littlejohn LLP 1 Westferry Circus Canary Wharf London E14 4HD www.clblf.com
UK Tax Lawyer	Macfarlanes 10 Norwich Street London EC4A 1BD www.macfarlanes.co.uk
Trustee	Exempt Property Unit Trustees Ltd 45 Portland Street Cheltenham GL52 2NX
Operator, Trust Manager and Liquidating Trustee	Gallium Fund Solutions Ltd Suite A, 5 th Floor, South Tower Tubs Hill House London Road Sevenoaks Kent TN13 1BL www.gallium.co.uk
UK Lawyer	Iiffes Booth Bennett Capital Court 30 Windsor Street Uxbridge Middlesex UB8 1AB www.ibblaw.co.uk
Valuers	Savills plc 20 Grosvenor Hill London W1K 3HQ www.savills.com
	Cushman & Wakefield LLP 43-45 Portman Square London W1A 3BG www.cushmanwakefield.com

The members of the Professional Team will be as above during the Investment Period, unless as otherwise recommended by the Fund Manager to the General Partner.

RISK FACTORS

Potential investors should consider the following risk factors in relation to the Fund which, individually or in aggregate, could have a material effect on the Fund, and should consult their financial adviser before investing. Moreover the information set out below does not purport to be an exhaustive summary of the risks affecting the Fund. In particular, potential investors should consider the following:

Compensation Scheme

The Financial Services Compensation Scheme, or similar protection for Investors, may not be available for claims.

Exempt Contributions

Any SIPP, SSAS, trust or other tax exempt Investor must ensure that he/she is able to invest in the Trust.

Partnership Governance

Limited Partners do not participate in the day to day management of the Partnership or on investment decisions. The Partnership is dependent on the skills and experience of the directors of the General Partner, the Operator, the Fund Manager and may be adversely affected if their services or the respective services of any of their key personnel cease to be available to the Partnership. The directors of the General Partner, the Operator, the Fund Manager and other employees of these or other companies and its affiliates who are involved in the operation and/or management of the Partnership will spend time on matters other than the Partnership. In particular, it is envisaged that the Fund Manager may be involved in advising other real estate funds which may have similar or overlapping investment objectives to or with the Partnership. The Fund Manager will endeavour to ensure that the performance of its duties will not be impaired by any such involvement that it may have and that any conflicts which may arise will be resolved fairly. In the case of issues where the Fund Manager is in any doubt concerning a conflict, the Operator will be requested to determine the conflict and its decision will be final and binding.

Future Performance

Past and current performance does not necessarily imply future trends will follow the same or similar pattern. Projections made in this IM may not be achieved. Investors may not get back the full value of their investment and in certain circumstances Investors could lose all of their investment. The value of the investment could go down as well as up. This may be a function of changed market conditions including an adverse movement in real estate prices.

Inflation

Inflation is an economic risk that can erode the value of any investment.

Liquidity

The Partnership will aim to acquire, asset manage and dispose of real estate. Real estate is viewed by some as a higher risk investment and of a less liquid nature than some other asset classes. The Partnership has a medium term business plan that includes an opportunity for Investors to exit after 7 years. Redemption of Participations/Units at the end of the Investment Period will be subject to disposal of the property investments, which may not materialise.

There is currently no established secondary market for the sale of Participations in the Partnership. It may be difficult for an Investor to sell a Participation before the termination of the Partnership and there will be no automatic right to redeem Participations. However, Participations in the Partnership can be sold by private treaty with any purchaser being obliged to enter into the terms of the Partnership Deed.

Units in the Trust may be redeemed when permitted by the Trust Manager, for example when an alternative investor proposes to acquire new Units. Redemption terms are likely to depend on the availability of replacement investors.

There may be a cost of transferring Units and this cost may change over time. Additionally, SIPP and SSAS trustees should not consider the Trust as suitable for investors where their retirement date is earlier than 2017.

Tenant Risk	<p>In the current economic climate, there is a greater risk of tenant default. The Partnership will seek to minimise this risk by careful selection of investments. In the event of default by a tenant, the Partnership will suffer a rental shortfall and incur additional costs including legal expenses and the cost of maintaining the property until it is re-let. This may affect investment returns and could lead to an event of default under a loan facility.</p>
Non-Recourse Finance	<p>Finance on a Non-Recourse basis is expected to be arranged through a bank or banks. The banks will have full recourse to the Partnership or a special purpose vehicle (but no recourse to the Investors beyond their Participations/Units). Terms have not been discussed in detail with a bank.</p> <p>The utilisation of bank debt magnifies the increase and decrease in value of equity in an investment. Although the use of gearing through bank borrowings may increase the return on the Partnership's capital and offer inflation protection, it also creates greater potential for loss. Prospective investors should be aware that, whilst the use of borrowing should enhance the NAV of Participations/Units where the value of the Partnership's underlying asset is rising, it would have the opposite effect where the underlying asset value is falling. Furthermore, should any fall in the underlying asset value or expected revenue result in the Partnership breaching the financial covenants contained in a loan facility then the Partnership may be required to make early repayment of such borrowings in whole or part.</p> <p>If the Partnership is required to repay all or part of its borrowings, either as a result of a breach of covenant during the term or because it is unable to finance them to the end of the term, it may be required to sell the asset at less than its market value or at a time and in circumstances where the proceeds are reduced because of a downturn in property values generally or because there is limited time to market the property. In addition the level of distributions would be adversely affected.</p> <p>Amounts owing under any loan facility will rank ahead of Investors' entitlements and, accordingly, if the value of the Partnership's NAV does not grow at a rate sufficient to cover the costs of repaying any loan facility and establishing the Partnership, Investors may not recover the amount initially invested in the Partnership and in certain circumstances may lose all their investment.</p>
Taxation	<p>Any changes to the taxation environment or a change in the tax treatment of the Partnership may affect investment returns to the Investors. The Partnership has a tax transparent structure for UK resident investors. Accordingly, each Investor will have his/her own tax position to consider and must take his/her own independent professional advice in this matter. Investors of the Trust must be tax exempt from UK tax on capital gains (otherwise than by reason of residence). Investors may be liable to make tax payments before any Distributions have been made by the Partnership.</p> <p>Any change in the number of Investors could trigger a capital gains tax charge on the existing Investors since they will be deemed to have disposed of their share in the Partnership assets to the extent that their interest in the Partnership is diluted. HM Revenue & Customs has issued a statement of practice that no charges will be triggered if the Partnership assets are not re-valued. The Operator will control the number of Investors.</p>
UK Real Estate Market	<p>Real estate investments can perform in a cyclical nature and values can increase or decrease. Economic, political, foreign exchange and legal issues can affect values as they can with any other investment. Any future downturn in the UK real estate market could materially adversely affect the NAV of the Partnership where acquisitions have been completed. Careful stock selection is a critical mitigating factor.</p> <p>Rental income and the market value for properties are generally affected by market sentiment and overall conditions in the economy, such as growth in gross domestic product, employment trends, inflation and changes in interest rates. Changes in gross domestic product may also impact employment levels, which may impact the demand for properties. Conditions within the real estate market, changes in law,</p>

changes in planning law or changes to rates or treatment of Stamp Duty Land Tax could also technically affect the performance of the Partnership.

Both rental income and property values may also be affected by other factors specific to the commercial real estate markets such as the perception of prospective tenants, the inability to collect rents because of bankruptcy or insolvency of tenants or otherwise, the need to renovate, repair and re-let space and the associated costs thereof, and the cost of maintenance, insurance and any unrecoverable operating costs. In addition, certain significant expenditure including operating expenses and Partnership costs must be met by the Partnership even when the Property or part of it is vacant.

In the event the Partnership enters into any development situation this will bring additional risks such as those associated with the contractor, cost overruns etc.

Investments in real estate are relatively illiquid and therefore may be more difficult to realise than equities or bonds.

Unregulated Collective Investment Scheme

Each of the Trust and the Partnership is an unregulated collective investment scheme and is suitable only for informed and experienced Investors as they do not provide the protections afforded by FSMA for regulated collective investment schemes. Prospective investors should be aware that investing in the Fund may expose them to a significant risk of losing their entire investment and prospective investors are strongly recommended to seek advice on the suitability of this investment.

The Fund is closed-ended and no redemptions are permitted other than in the instance of death or divorce (at the discretion of the Operator). Therefore Investors in the Fund (or their executors, heirs or assignees) may not be able to realise their investment during the life of the Fund other than by sale, which cannot be guaranteed.

Values and Returns

The Partnership will be valued at least once a year to assess the NAV. There is no assurance that the Partnership's NAV will reflect the actual proceeds on realisation of the Partnership's assets. No representation is or can be made as to the future performance of the Partnership or that the Partnership will or can receive the level of returns contained in this IM. The assumptions are assumptions only and these may not be realised. Some suitable real estate acquisition opportunities have yet to be identified. To achieve the proposed returns these will need to demonstrate the characteristics as set out in the Investment Strategy.

Take Professional Advice

This is a fixed term investment and Investors are effectively tied into it for the full term.

In any event a prospective investor should not enter into this arrangement unless he/she has taken financial advice from a qualified professional who has assessed his/her overall financial situation and particularly his/her exposure to risk.

Pension Funds

Rules relating to pension funds can change over time and any such change may impact upon Investors in the Trust.

Regulatory Risks

The regulatory and tax environment is evolving and changes therein may adversely affect the Fund and the value of the investments held by the Partnership. The effect of any future regulatory or tax change on the Partnership is impossible to predict.

Prospective investors should not treat the contents of this Information Memorandum as advice relating to legal, taxation or other matters and, if in any doubt about the proposal discussed in this Information Memorandum, its suitability, or what action should be taken, should consult a person authorised and regulated by the FSA under FSMA and qualified to advise on investments in unregulated collective investment schemes. Prospective Investors must rely on their own examination of the legal, taxation (in the countries of their respective citizenship, residence or domicile), financial, exchange control regulations and other consequences of any applying for, holding or disposing of Participations/Units including the risk involved.

Prospective Investors should note that they may become liable to pay tax before any Distributions have been made by the Partnership.

THE FORGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL RISKS INVOLVED IN INVESTMENT IN THE PARTNERSHIP. POTENTIAL INVESTORS SHOULD READ THIS INFORMATION MEMORANDUM, THE PARTNERSHIP DEED, THE TRUST DEED AND THE FUND MANAGER AGREEMENTS IN THEIR ENTIRETY BEFORE DECIDING WHETHER OR NOT TO SUBSCRIBE FOR PARTICIPATIONS/UNITS.

GLOSSARY

CIS	Collective Investment Scheme.
Closing Date	On or around 30 November 2009. There may be a subsequent closing date on such time or times as recommended by the Operator. There may be more than two closing dates.
Distribution	The annual distribution, if any, payable to Investors, expressed as a percentage of the Investor's Equity and expected to be paid annually in arrears out of Partnership profits.
Establishment Costs	The costs described in the section 'Costs' (page 8) capped at 1.5% of Investor's Equity. They exclude any commission payable to authorised intermediaries.
Exempt Property Unit Trust or Trust	The evolve All Saints Exempt Property Unit Trust (or a similar name).
FSA	The Financial Services Authority.
FSMA	The Financial Services and Markets Act 2000 and orders and regulations made pursuant to that Act.
Fund	The evolve All Saints Property LP (or a similar name) comprising the Partnership and the Exempt Property Unit Trust.
Fund Manager	evolve Fund Services Limited.
General Partner	A special purpose vehicle named evolve All Saints Partnership Limited to be incorporated to represent the Investors and execute documents on behalf of the Partnership in accordance with the Partnership Deed. The General Partner will act as the General Partner of the Partnership. It will be 100% owned by the Fund Manager.
GAV	The estimated gross asset value of Property or Properties owned by the Partnership (for the purpose of the section 'Financial Analysis' it has been assumed that the GAV of each Property is 50% equity and 50% debt).
Information Memorandum or IM	This document and any supplementary documents issued and approved by the Operator.
Internal Rate of Return or IRR	The annualised discount rate that when applied to the cumulative distributions to Investors produces a net present value of zero when utilising the convention of describing outflows as positive and inflows as negative. The percentage return figure thus calculated provides the investor with the ability to compare the annual returns anticipated from the Partnership with other investment opportunities.
Investment Period	The period of 7 years from the Closing Date (or longer if the Investment Period is extended).
Investment Strategy	The Investment Strategy of the Fund as set out on page 5.
Investor(s)	Any person, company, vehicle or trust that invests in the Fund, whether into the Partnership direct or via the Trust.
Investor's Equity	Cash invested by an Investor in the Partnership direct or via the Trust.
Investor's Priority Return	The repayment of Investor's Equity with a 10.0% IRR on that equity.
Limited Partner	An Investor who is or becomes a Limited Partner in the Partnership.
Limited Partnership	A Partnership formed under English Law and pursuant to the Limited Partnership Act 1907.

Loan Agreement	A Loan Agreement or Loan Agreements entered into by the Partnership (or SPV owned by the Partnership) with a bank.
Majority of Investors	More than 75% of Investor's Equity (pro-rata by way of value of the amount of the initial Investor's Equity).
NAV	The net asset value of the Fund or Participation/Unit, as appropriate.
Non-Recourse	The Bank has recourse only to the assets of the Partnership (or SPV owned by the Partnership) and not to the assets of the Investors outside of the Partnership.
Participation(s)	An investment in the Partnership.
Partnership	The evolve All Saints Property LP (or a similar name) to be registered in England and Wales as a limited partnership.
Partnership Deed	An agreement to be entered into by all the Limited Partners (including the General Partner, the Operator and the Trustee of the Trust), and governing the administration and activities of the Partnership whilst it fulfils the Investment Strategy.
Performance Incentive	The share of profits above the Investor's Priority Return that is payable to the Fund Manager. The method of calculation is set out in the Section Costs (p 9).
Property/Properties	The Property or Properties acquired by the Partnership.
SIPP	Self Invested Personal Pension.
SSAS	Small Self Administered Scheme.
Subsequent Investors	Subsequent Investor's admitted after the first Closing Date.
Total Capitalisation	The sum of the Investor's Equity at the final Closing Date.
Trust Deed	The trust deed constituting the Trust.
Unit(s)	An investment in the Trust.
Unitholder(s)	The holder of a Unit in the Trust.

Additional definitions include the members of the Professional Team (page 21).