

APPLICATION PROCEDURES & PAYMENT INSTRUCTIONS

Please complete and send to Gallium Fund Solutions Limited, 4th Floor, Tubs Hill House, London Road, Sevenoaks, Kent, TN13 1BL:

For - SIPP/SSAS/ Charity

- Form A - Trust Application Form
- Authorised Intermediary Form in respect of the beneficial owner and any supporting documentation in respect of the beneficial owner or any third party applying on behalf of the beneficial owner.
- Cheque (made payable to RBCTC as Trustee of Sycamore V Exempt Property Unit Trust) or Transfer (details below)

Transfer Details:

Bank: Royal Bank of Canada Trust Corporation Limited
Account Name: RBCTC as Trustee of Sycamore V Exempt Property Unit Trust
Account Number: 06496806
Sort Code: CHAPS 62 22 97
BACS 60 92 82

Applicants paying by transfer should ensure the “Source of Investment” detail is completed.

Please note that:

- All forms submitted to Gallium must carry original signatures.
- Any cheque or other documents dispatched by post will be at the risk of the Applicant.
- An application may be rejected without reason.
- If the investment amount required exceeds the amount sought by the Fund, Applicants may have their interests scaled down, or at the discretion of Gallium Fund Solutions Limited, declined.
- Monies remitted must be from the Applicant’s bank account or documentary evidence supplied to verify the discrepancy.
- If Gallium is unable to identify the Applicant’s identity in respect of the remittance or if the amount received is not in multiples of £1,000 the remittance may be returned to the remitting bank minus any charges.
- Due completion of an application form constitutes a warranty that any monies forwarded by the Applicant will be honoured on first presentation.

AUTHORISED INTERMEDIARY FORM

This section must be completed in full by an authorised intermediary in relation to the application made for the Sycamore V Exempt Property Unit Trust.

A separate form must be completed for each beneficial owner, if applicable.

Beneficial Owner		
Beneficial Owner's Full Name <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	Beneficial Owner's Address <div style="border: 1px solid black; height: 80px; margin-top: 5px;"></div>	Previous address (if moved in last 3 years) <div style="border: 1px solid black; height: 80px; margin-top: 5px;"></div>
Beneficial Owner's Date of Birth <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		

AML

In order to provide assurance to the Operator and the Limited 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 beneficial owner has been verified to EU requirements and at least in accordance with the standard required by UK law and regulation and any additional "customer due diligence" 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; or retained in my records and will be made available on request;
- I am unaware of any activities on the part of the above beneficial owner which leads me to suspect that the beneficial owner is or has been involved in criminal conduct or money laundering. Should I subsequently become suspicious of any such activity then, subject to legal constraints, I shall inform Gallium's Money Laundering Reporting Officer immediately.

EXEMPTIONS & COBS 4.12

THE FINANCIAL SERVICES & MARKETS ACT 2000 ("FSMA 2000") RESTRICTS THE PROMOTION OF UCIS UNLESS CERTAIN EXEMPTIONS APPLY TO THE BENEFICIAL OWNER, AND THEREFORE ALL BENEFICIAL OWNERS MUST BE CATEGORISED UNDER COBS 4.12

I confirm I am authorised under FSMA 2000 to advise on UCIS as set out in the Information Memorandum.

I have a written record of the exemption(s) relied upon to determine that the beneficial owner can make an investment into this Fund, and this information will be made available upon request. The beneficial owner is:

- Certified High Net Worth Individual Yes/No
- Certified Sophisticated Investor Yes/No
- Self-Certified Sophisticated Investor Yes/No

A copy of the relevant certificate is attached (if applicable).

And/or I have categorised the beneficial owner under COBS 4.12 as :

Category(ies):	Reason(s)

I have given the appropriate warnings/indications as required by the FSA to the beneficial owner.

Signature	Name	Position	Date
Full Name of Regulated Firm			
Firm FSA Reference Number		Adviser's FSA Reference Number	

FORM A**APPLICATION FORM FOR EXEMPT PROPERTY UNIT TRUST****SIPP, SSAS, REGISTERED CHARITY****INCLUDING POWER OF ATTORNEY**

This application should be completed in BLOCK CAPITALS and signed

To: The Trustee and Trust Manager of the Sycamore V Exempt Property Unit Trust ("the Trust")

Full Name of Pension Scheme (exactly as it appears on the Pension Scheme online system); or **Full Name of Charity ("the Applicant"):**

Trustee/s of Pension Scheme/Charity:

Registered Holder (legal entity/ies that will hold the Units in the Trust and will be named on the Unit certificate issued by Gallium Fund Solutions Limited):

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 Charity:

Designation Number (if applicable):

Number of Units applied for at £1,000 each:

(Minimum 10 Units)

Investment amount of:

(Minimum £10,000 and increments of £1,000)

 £

The Applicant irrevocably offers to apply for the Units specified above to become a Unitholder in the Trust (and to be bound by the terms of the Trust Deed) which in turn will become a Limited Partner in the Limited Partnership, a limited partnership registered in England under the provisions of the Limited Partnership Act 1907, subject to the terms and conditions of the Limited Partnership Agreement. The expressions used in this application form shall have the meaning attributed to them in the Information Memorandum ("the IM") except where the contents otherwise require.

1. The Applicant undertakes to the Royal Bank of Canada Trust Corporation Limited ("the Trustee") and Gallium Fund Solutions Limited ("the Trust Manager") that the Trustee and the Trust Manager may rely on the offer made by the Applicant to participate in the Trust which will in turn invest in the Sycamore V Property Development Fund LP ("the Limited 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 Units allocated to them whether the number applied for, or a lower number, on the terms and subject to the provisions of the Trust Deed.
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 warrants and undertakes that at all times while the said Units shall be registered in the Applicant's name(s) or in the Applicant's nominee(s) name(s) they will be held as investments of the Applicant being an Eligible Fund as defined in accordance with 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 Unitholder of the said Units under the Trust Deed;
 - c. any sums to which the Trust, Trustee, Trust Manager or any other person may 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 the Unitholder, 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 Fund;
 - (v) the Applicant has received the IM and is aware of the aims and objectives of the Trust and of the Limited Partnership 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 application 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 the Trust which will be a Limited Partner in the Limited Partnership, including that Limited Partners are precluded from management of the business of the Limited Partnership and that Limited Partners may become jointly and severally liable for the debts and obligations of the Limited Partnership, if they become involved in the management of the business of the Limited Partnership;
 - (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 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 Trust Manager, 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, the Trust Manager or any person other than as set forth in the Limited Partnership documentation (subject, in each case, to amendments to these documents up to the relevant 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 Trust have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with the Trustee and Trust Manager concerning the terms and conditions relating to an investment in the Trust;
 - (x) the Applicant recognises that this is a long term investment and there is no established market for Units in the Trust, that they 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 their value;
 - (xi) the Applicant has the financial ability to bear the economic risk of participating in the Trust, 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 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 or Trust Manager, such further designations, powers of attorney and other instruments as the Trustee and Trust Manager 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 the Applicant's eligibility to acquire Units;
 - (xiv) all information provided to the Trust in this application form is correct and complete as at today's date and may be relied upon by the Trust Manager, the Trustee other Unitholders in the Trust. The Applicant agrees to notify the Trust Manager and 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 become untrue at any time; and
 - (xv) 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 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.

3. 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 Unitholder with effect from the relevant Closing Date. In the event that the Applicant is allocated additional Units, 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.
4. This Power of Attorney is made on the date of application as specified in this application form attached and the Applicant hereby irrevocably appoints any one of the Directors of the Trust Manager to be its attorney ("Attorney") in the Applicant's name and on the Applicant's behalf to do any of the following:
 - (i) to take all such steps and execute all such documents and agreements and do all such things as their Attorney at its discretion may consider necessary or appropriate to constitute them as a Unitholder of the Trust;
 - (ii) 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 Deed;
 - (iii) to act as representative in all issues pertaining to Value Added Tax and in all dealings with HMRC including acting as signatory on behalf of the principal on any VAT documents including applications for VAT registration (form VAT1) if required and any such Notifications of Election to Waive Exemption (Option to Tax) as may be required; and
 - (iv) to take all such steps and execute all such documents and agreements and do all such things as their Attorney at its discretion may consider necessary or appropriate to subordinate the loan monies owing to the Unitholders so they rank behind that of any third party lender including any institution.
 - (v) execute all instruments relating to the admission of additional or substituted Limited Partners or general partners; and
 - (vi) execute and file any documents necessary to be filed in connection with the business, property, assets and undertakings of the Trust, including, without limitation, documents relating to a consolidation of the Limited Partnership with another partnership whereby the rights of the Limited Partners would not be adversely affected.
5. The Applicant agrees that Royal Bank of Canada Trust Corporation Limited may sign a Deed of Assignment as Trustee to transfer existing Participations to the Applicant.
6. The Applicant undertakes to indemnify the Trust Manager fully against all claims, losses, costs, expenses, damages or liability which the Trust Manager may sustain or incur as a result of any action taken by the Trust Manager in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).
7. This Power of Attorney shall expire upon the Applicant ceasing to be a Unitholder howsoever caused and all associated documentation relating to this will be completed (where applicable).
8. 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.
9. 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.
10. 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 undertakes to notify the Trust Manager in the event of any change in their tax-exempt status.
11. The Applicant agrees that the information provided to the Limited Partnership in connection with becoming a Limited Partner and during the course of the operation of the Limited Partnership may be stored on computer or otherwise by the Operator, the General Partner, Asset Manager, and such other parties that the Operator may nominate for administrative purposes and consent to the use of such information for the purpose of the ongoing administration of the Limited Partnership.

This application form constitutes an 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.

PLEASE NOTE:

EVIDENCE MUST BE PROVIDED TO GALLIUM FUND SOLUTIONS LIMITED SHOWING THE SIGNATORIES BELOW ARE AUTHORISED TO SIGN ON BEHALF OF THE APPLICANT.

Signatory for the Applicant eg Pension Trustee or Nominee, and primary contact to whom all correspondence should be addressed:

I CONFIRM I HAVE BEEN MADE AWARE THAT THE UNITS THAT ARE ALLOCATED TO ME MAY BE EXISTING PARTICIPATIONS TRANSFERRED TO ME VIA A DEED OF ASSIGNMENT WHICH WILL BE SIGNED ON MY BEHALF BY THE TRUSTEE AS OUTLINED IN SECTION 5 OF THIS APPLICATION.

Name

Tel No

Position
(with respect to the Applicant)

Email

Address

Signature

Date

Additional Signatory for the Applicant – this will depend on the signing rules of the pension scheme/charity

Name

Tel No

Position
(with respect to the Applicant)

Email

Address

Signature

Date

Additional Signatory for the Applicant – this will depend on the signing rules of the pension scheme/charity

Name

Tel No

Position
(with respect to the Applicant)

Email

Address

Signature

Date

Details of Introducing Financial Adviser

I hereby confirm that I am authorised under the Financial Services and Markets Act 2000 to advise on proposals of this kind set out in the Information Memorandum and that I have made the beneficial owner/s of the pension scheme/charity aware of the risk factors and recommended this as a suitable investment.

Name of Firm

Name of Adviser

Firm FSA Number

Adviser's FSA Number

Address

Telephone Number

Email

Signature

Source of Funds – please provide bank details of where the Investment monies are being sent fromBank
Name

Account Name

Bank
Address
Account No & Sort
Code