
THOMASLLOYD SICAV-SIF

Common limited partnership (*société en commandite simple*) qualifying as investment company with variable capital – specialised investment fund (*société d'investissement à capital variable – fonds d'investissement spécialisé*) under the laws of the Grand Duchy of Luxembourg

SUBSCRIPTION FORM

For use only by individuals

May 2016

For any information concerning your investment, please contact
ThomasLloyd Global Asset Management (Schweiz) AG,
Talstrasse 80, 8001 Zurich, Switzerland,
phone: +41 44 213 6767, or by email to funds@thomas-lloyd.com

Please send the Subscription Form by fax to the following dedicated number:

+352 4767 7037

Please send the original by mail or courier immediately thereafter to:

ThomasLloyd SICAV-SIF

For the attention of the General Partner

5, Allée Scheffer, L-2520 Luxembourg

– orders via email will not be accepted –

THIS SUBSCRIPTION FORM (the "**Subscription Form**") is entered into on the date set forth on the signature page hereof by and between:

(1) **ThomasLloyd Capital Partners S.à r.l.** (the "**General Partner**"), a Luxembourg private limited liability company (*société à responsabilité limitée*) registered with the Luxembourg Register of Trade and Companies under number B 189.872 and having its registered office at 5, Allée Scheffer, L-2520 Luxembourg, Grand Duchy of Luxembourg, and acting in its capacity as managing general partner (*associé-commandité gérant*) for and on behalf of **ThomasLloyd SICAV-SIF** (the "**Fund**"), a Luxembourg common limited partnership (*société en commandite simple*) qualifying as an investment company with variable capital – specialised investment fund ("**SICAV - SIF**") established under the provisions of Part II of the amended Law of 13 February 2007 on specialised investment funds (the "**SIF Law**") and qualifying as an alternative investment fund ("**AIF**") under the amended Law of 12 July 2013 on alternative investment fund managers (the "**AIFM Law**"), registered with the Register of Trade and Companies under number B 190.155 and having its registered office at 5, Allée Scheffer, L-2520 Luxembourg, Grand Duchy of Luxembourg, acting more specifically on behalf of the Fund's sub-fund **ThomasLloyd SICAV-SIF - Cleantech Infrastructure Fund** (the "**Sub-Fund**"); and

(2) Mr. Mrs.

First Name

Last Name

Street, House Number

Postal Code City

Country

Date of birth:

Place of birth:

Social security, ID or passport number:

(the "**Investor**")

(together the "**Parties**" and individually a "**Party**").

WHEREAS, the Fund has been formed as a common limited partnership (*société en commandite simple*) under Luxembourg law and qualifies as a SICAV – SIF and as an AIF.

WHEREAS, pursuant to the amended and restated limited partnership agreement of the Fund, as may be further amended and restated from time to time (the "**LPA**"), the General Partner acts as the managing general partner (*associé-commandité gérant*) of the Fund.

WHEREAS, the Sub-Fund's investment objective is to achieve an attractive return from capital invested in Infrastructure Assets with a socially and environmentally responsible investment approach, that is geared towards sustainable business values, reducing investment risks through diversification across countries, sectors, technologies and investment styles, it being understood that no guarantee related to future performance of, or future return from, the Fund, can be given. There can be no guarantee that the investment objective of the Sub-fund will be achieved, and Partners may not get back the entire amount they have invested.

WHEREAS, the Investor qualifies as an Eligible Investor prior to the Investor's execution of this Subscription Form, the Investor has knowledge and experience in investment matters, such as an investment in the Fund. The Investor is capable of evaluating the merits and risks of the prospective investment.

WHEREAS, the Sub-Fund has been established for an unlimited period of time.

WHEREAS, the Fund is offering the Investor the opportunity to subscribe for LP Interests in the Sub-Fund and the Investor has agreed to subscribe for such LP Interests in the Sub-Fund under the terms and conditions set out in the Offering Memorandum, the LPA and this Subscription Form.

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows.

1. DEFINITIONS AND INTERPRETATION

In this Subscription Form, unless otherwise specified herein, capitalised terms and other expressions shall have the meaning ascribed to them in the Offering Memorandum. References herein to "**Clauses**" and "**Schedules**" and "**Appendices**" shall, unless otherwise stated, be references to clauses and schedules respectively of this Subscription Form.

The following definitions apply throughout this Subscription Form, unless the context requires otherwise, and reference to the singular shall be deemed to include reference to the plural (and vice versa):

"CRS Law"	means the Luxembourg law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation.
"Eligible Investor"	means a Well-Informed Investor, and, where such Well-Informed Investor is located in the EEA, an EEA Eligible Investor.
"FATCA Law"	means the Law of 24 July 2015 relating to FATCA (Foreign Account Tax Compliance Act).
"Fund Documents"	means the Offering Memorandum, the LPA and the Subscription Form.
"Offering Memorandum"	means the confidential offering memorandum of the Fund, as amended or supplemented from time to time.
"Person"	means any individual, corporation, limited liability company, trust, partnership, estate, limited liability partnership, unincorporated association or other legal entity.
"Subscription Form"	means this subscription form entered into between the Investor and the Fund by which the Investor subscribes for LP Interests in the Sub-Fund for the amount laid down in SCHEDULE 1 and pursuant to which the Investor is admitted to the Fund and adheres to the terms of the LPA and the Offering Memorandum.

2. SUBSCRIPTION FOR LP INTERESTS

- 2.1 Subject to the terms and conditions of the Fund Documents and in reliance upon the representations, warranties and covenants contained in Clause 4 below, the Investor irrevocably agrees to subscribe for LP Interests of such Class(es) as specified in SCHEDULE 1 hereof for the amount as set out, with respect to each Class, in SCHEDULE 1 (the "**Subscription Order**"). By entering into this Subscription Form, the Investor irrevocably undertakes to make payments of the subscription monies as set out in the Subscription Order.
- 2.2 The Investor agrees and acknowledges that it will be required, and irrevocably undertakes, to make payments for the subscription fee as indicated in SCHEDULE 1.
- 2.3 LP Interests of ThomasLloyd SICAV – SIF – Cleantech Infrastructure Fund will be offered at such price per Class as is set out in the Offering Memorandum.
- 2.4 The Sub-Fund determines the price of its LP Interests on a forward basis. This means that it is not possible to know in advance the NAV per LP Interest at which LP Interests will be bought or sold except as may be provided in the Offering Memorandum with respect to Classes of LP Interests that have not yet been launched. Subscription applications must to be received and will be accepted only in accordance with the provisions of the Fund Documents and in particular the Special Section and the applicable Cut-Off Time.
- 2.5 When Subscription Orders are received by the Administration Agent, and the relevant subscription monies are received by the Depositary by 12:00 noon two (2) business days before a Valuation Day at the latest (the "**Cut-Off Time**"), they will be dealt with as of the relevant Valuation Day at the Subscription Price of the relevant Class applicable as of that Valuation Day. Any application received after the Cut-Off Time will be processed as of the next relevant Valuation Day on the basis of the Subscription Price per LP Interest applicable as of such Valuation Day.
- 2.6 The General Partner reserves the right to reject, in whole or in part, any Subscription Order without giving any reason therefor.

- 2.7 No LP Interests will be issued during any period when the determination of the NAV of the relevant Class is suspended in accordance with the rules set out in the Offering Memorandum.
- 2.8 The subscription monies are payable in the Reference Currency of the relevant Class.
- 2.9 The Sub-Fund may issue fractions of LP Interests to the nearest one thousandth of an LP Interest, the Sub-Fund being entitled to receive the adjustment. Fractions of LP Interests are entitled to participate *pro rata* in the distributions and the allocation of the liquidation proceeds, but carry no voting rights.
- 2.10 The Sub-Fund is not designed for investors with short term investment horizons. Activities which may adversely affect the interests of the Limited Partners (for example that disrupt investment strategies or impact expenses) such as market timing or the use of the Sub-Fund as an excessive or short term trading vehicle are not permitted.
- 2.11 Whilst recognising that Limited Partners may have legitimate needs to adjust their investments from time to time, the General Partner in its discretion may, if it deems that such activities adversely affect the interests of the Limited Partners, take action as appropriate to deter such activities.
- 2.12 Accordingly if the General Partner determines or suspects that a Limited Partner has engaged in such activities (such as market timing and late trading), it may suspend, cancel, reject or otherwise deal with that Limited Partner's subscription applications and take any action or measures as appropriate or necessary to protect the Sub-Fund and its Limited Partners.
- 2.13 The Investor understands and acknowledges that the Sub-Fund will invest and/or utilise all of its contributed capital or contributed assets, as the case may be, in accordance with the provisions of the Fund Documents.
- 2.14 Any taxes, commissions and other fees incurred in the respective countries in which LP Interests are sold, if any, will also be charged to the new Investor, and will be deducted from the subscription price set out in SCHEDULE I.

3. OTHER INVESTORS

- 3.1 The Fund shall enter into and/or expects to enter into other subscription forms with other investors providing for the subscription of this Sub-Fund's LP Interests by such other investors.
- 3.2 This Subscription Form and the other subscription forms entered into between the Fund and other investors are separate agreements, and the acquisition of Sub-Fund's LP Interests by the Investor hereunder and by the other investors under the other subscription forms are separate transactions.
- 3.3 In this context, the Investor acknowledges that the other subscription forms may contain different terms and conditions as contained in the present Subscription Form.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE INVESTOR

- 4.1 The Investor acknowledges, represents, warrants and undertakes to the Fund as follows:
- (a) **Eligible Investor** – The Investor qualifies as an Eligible Investor. Prior to the Investor's execution of this Subscription Form, the Investor has knowledge and experience in investment matters, such as an investment in the Fund. The Investor is capable of evaluating the merits and risks of the prospective investment. The Investor acknowledges and agrees that the Administration Agent may require the Investor to provide it with the additional documents to check whether the Investor qualifies as an Eligible Investor. In particular, the Investor acknowledges and agrees that this Subscription Form shall not be accepted if its status as an Eligible Investor cannot be confirmed. The Investor further undertakes to communicate immediately to the Administration Agent any change affecting his/her Person for the whole life-time of the Sub-Fund.
- (b) **Power and authority** - The Investor is empowered, authorised and qualified to enter into this Subscription Form, to subscribe for LP Interests and to become a Limited Partner. Each person signing this Subscription Form on behalf of the Investor has been duly authorised by the Investor to do so.

- (c) **Transfer** - The Investor undertakes not to transfer, assign, sell, grant a security on or otherwise dispose of all or part of the issued LP Interests held by him/her unless the relevant conditions and requirements of the Fund Documents are complied with.
- (d) **Investment Intent** - The Investor is acquiring the LP Interests for the Investor's own account and not as trustee or nominee on behalf of a third party, nor with a view to distribution or resale (other than in due course as permitted by the Fund Documents), and it has no contract, undertaking or arrangement with any person to sell, assign, transfer or grant a participation right in any of the LP Interests, other than as otherwise provided in the Offering Memorandum.
- (e) **KYC / AML / CRS / FATCA** – The Investor undertakes to provide to the Fund or the Administrative Agent upon request any document necessary to effect the identification of the client itself as further specified in Clause 6, Schedule 4, Schedule 6 and Schedule 7. In addition, the Investor undertakes to provide the Administration Agent, as delegate of the Fund, with any other tax information the Fund is required to obtain in order to comply with its legal and regulatory obligations under the CRS Law and the FATCA Law, as further specified under Schedule 6 and Schedule 7.
- (f) **Tolerance of Loss** - The Investor has no need for liquidity in his/her investment in the Fund, has the ability to bear the economic risk of such investment and at the present time and in the foreseeable future could afford a complete loss of such investment; provided that notwithstanding the foregoing, nothing contained herein shall be deemed a waiver or release of any claim, liability, duty or obligation.
- (g) **No Registration** - The Investor acknowledges and agrees that, with respect to any other countries or states than the Grand Duchy of Luxembourg, and unless and until specific action to the contrary has been undertaken by the Fund or its AIFM, (i) the LP Interests have not been registered or listed under the securities laws of any such country or state nor has any agency or authority approved the terms of the LP Interests; (ii) no action has been taken which would permit a public offering of the LP Interests in any such country or state where action for that purpose is required; and (iii) the Fund is not obligated, and has no current intention, to file a registration statement, apply for listing, submit the terms of the LP Interests to any agency or authority or take any action required to permit a public offering of the LP Interests under the securities laws of any such other country or state with respect to the LP Interests.
- (h) **Access to Information** - The Investor has received a copy of, and has carefully reviewed, the Fund Documents and understands the risks of, and other considerations relating to, the purchase and subscription of LP Interests as well as the Investment Objective, Investment Policy and Investment Restrictions and Limitations of the Fund (including the risks arising from the nature and structure of the Fund and its investments, and the risks associated with the particular legal, tax, regulatory, financial or other circumstances of the Investor in particular as disclosed in the Offering Memorandum). The Investor has received all documents that the Investor has requested relating to an investment in the Fund. In evaluating the suitability of an investment in the Fund, the Investor has not relied upon any representations or other information (whether oral and written) other than those contained in the Fund Documents.
- (i) **LPA and Offering Memorandum** - The Investor confirms having received a copy of the LPA and the Offering Memorandum and having read them and agrees to be bound by the terms of the LPA and the Offering Memorandum.
- (j) **Authority, Binding Effect and Legality** - This Subscription Form has been validly executed and delivered by or on behalf of the Investor and such documents and agreements (i) constitute legal, valid and binding obligations of the Investor enforceable in accordance with their terms (except to the extent enforceability may be limited by bankruptcy, moratorium and similar laws affecting creditors' rights generally); (ii) do not, and the performance of the terms thereof will not, contravene any provision of existing law or regulations, or the charter, by-laws or organisational documents of, or applicable to, the Investor; and (iii) will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under, or result in or permit the creation or imposition of any lien, charge or encumbrance upon any of the assets of the

Investor pursuant to any indenture, mortgage or other agreement or instrument or any judgment decree, order or decision to which the Investor is a party or by which he/she is bound.

- (k) **Selling Restrictions** - The Investor is not acquiring the LP Interests with the intent to offer, sell, exchange, assign, transfer or otherwise dispose of all or any part of the LP Interests or to distribute or publish any offering material in relation thereto.
- (l) **No Insolvency / Money Laundering** - The Investor is not involved in any bankruptcy, insolvency, reorganisation, receivership, liquidation, administration or other such proceeding or in any proceeding relating to money laundering, or terrorism financing.
- (m) **No Prohibited Person** - The Investor is not a Prohibited Person.

5. REPRESENTATIONS AND WARRANTIES OF THE FUND AND THE GENERAL PARTNER

The Fund represents and warrants to and agrees with the Investor as follows:

- (a) **Status of the Fund and the General Partner:** the Fund has been set up on 3 September 2014 in the Grand Duchy of Luxembourg as a common limited partnership (*société en commandite simple*) and is validly existing under the laws of Luxembourg and is as an investment company with variable capital – specialised investment fund (*société d'investissement à capital variable – fonds d'investissement spécialisé*) governed by Part II of the SIF Law and qualifies as an alternative investment fund under the AIFM Law. The Fund has been established for an unlimited duration. The General Partner represents and warrants to the Investors that the General Partner has been set up on 25 August 2014 and is validly existing under the laws of Luxembourg as a private limited liability company (*société à responsabilité limitée*).
- (b) **Power and authorisations of the Fund:** the Fund, and its General Partner acting on behalf of the Fund, have full corporate power and authority to carry on their respective businesses and operations as they are now being conducted and as they are proposed to be conducted, as set out in the Fund Documents.
- (c) **No default at the date hereof:** no event has occurred at the date hereof which constitutes a violation of, or breach under, any agreement or instrument to which the Fund or the General Partner is a party, to the extent that such violation or breach might either have a material adverse effect on the business, assets or condition of the Fund or the General Partner, or materially and adversely affect the Fund's or the General Partner's ability to observe or perform its obligations under this Subscription Form or to implement the Investment Objective and Investment Policy or comply with the investment powers and Investment Restrictions.
- (d) **Tax liabilities:** all necessary returns have been delivered by, or on behalf of, the Fund to the relevant taxation authorities in Luxembourg and the General Partner nor the Fund are in default in the payment of any taxes in Luxembourg, and no material claim is being asserted with respect to taxes.

6. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

- 6.1 Pursuant to international rules and Luxembourg laws and regulations (comprising but not limited to the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended, the Grand Ducal Regulation dated on 1 February 2010, CSSF Regulation 12-02 of 14 December 2012 and CSSF Circular 13/556 concerning the fight against money laundering and terrorism financing, and any respective amendments or replacements), obligations have been imposed on all professionals of the financial sector in order to prevent the use of undertakings for collective investment (“UCIs”) for money laundering and financing of terrorism purposes. As a result of such provisions, the registrar agent of a Luxembourg UCI must ascertain the identity of investors in accordance with Luxembourg laws and regulations. In case of delay or failure by an applicant to provide the documents required, the applications for subscription will not be accepted and in case of redemption, payment of redemption proceeds delayed. Neither the Fund nor the General Partner nor the Administration Agent has any liability for delays or failure to process deals as a result of the applicant providing no or only incomplete documentation.

6.2 From time to time, Limited Partners may be asked to supply additional or updated identification documents in accordance with clients' on-going due diligence obligations according to the relevant laws and regulations.

7. DATA PROTECTION

7.1 The Investor acknowledges and agrees that the personal data he/she has provided in this Subscription Form (and at any other time during the contractual relationship with the Fund), will be recorded, stored, adapted, transferred or otherwise processed and used by the Fund, the General Partner, the AIFM, the Administration Agent, the Depositary, the Investment Advisor and their Affiliates, as well as by the financial intermediaries of the Investor, for the purpose of fulfilling the services required by the Investor and/or for complying with the Fund's legal and regulatory obligations.

7.2 In particular, the Investor agrees that such personal data be processed by the Fund, the General Partner, the AIFM, the Administration Agent, the Depositary, the Investment Advisor, and their Affiliates for the purposes of account identification, anti-money laundering, taxation identification (including for compliance with the FATCA Law and CRS Law or similar laws and regulations on e.g. an OECD or EU level) and provision of client-related services.

7.3 The Investor acknowledges and agrees that his/her personal data may be transferred and processed by companies based in countries where data protection laws might not exist or be of a lower standard than in the European Union. Moreover the Investor acknowledges and accepts that the Fund or the Administration Agent will report any relevant information in relation to his/her investments in the Fund to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in the FATCA Law, CRS Law at OECD and EU levels or equivalent Luxembourg legislation.

7.4 The Fund and the Administration Agent will take steps to ensure that all personal data in relation to the Investors is recorded accurately and maintained in a secure and confidential format. Such personal data will be retained only as long as necessary or in accordance with applicable laws.

7.5 The Investor acknowledges that his/her personal data will only be used for the purpose for which it has been collected, unless the consent of the Investor is obtained for its use for a different purpose.

7.6 Investors have a right to access to their personal data and may ask for a rectification thereof in cases where their personal data is inaccurate and/or incomplete.

8. TRANSFER OF LP INTERESTS

8.1 General provisions

LP Interests are transferable to other Eligible Investors subject to the prior written notice to and consent of the General Partner, which consent may only be withheld in the following circumstances:

- (i) if the transferee does not qualify as an Eligible Investor or is a Prohibited Person;
- (ii) if the General Partner reasonably considers that the transfer would cause the Fund or the Sub-Fund to be terminated;
- (iii) if the General Partner reasonably considers that the transfer would violate any other applicable laws or regulations (including, without limitation, the SIF Law and the AIFM Law) or any term or provision of the Fund Documents;
- (iv) if the General Partner reasonably considers that the transfer would or could adversely affect the Fund, the Sub-Fund, the General Partner or the Limited Partners or subject the Fund, the Sub-Fund, the General Partner (or any Affiliate thereof) or the Limited Partners to any charge or taxation to which it would not otherwise be subject;

(v) if the General Partner reasonably considers the transferee to be a competitor of the Fund or the Sub-Fund.

8.2 Transfers of LP Interests shall not be subject to the approval of the Limited Partners of the Sub-Fund, and shall be registered in the register of Partners in accordance with Luxembourg law.

9. NOTICES

9.1 All notices and other communications hereunder shall be made in writing and in English, delivered by hand or courier, or by fax, and shall be sent as follows:

In the case of the Fund:

ThomasLloyd SICAV-SIF

For the attention of the General Partner

5, Allée Scheffer, L-2520 Luxembourg

Fax: +41 44 213 67 77

In the case of the Investor:

First Name, Last Name

Street, House Number

Postal Code City

Country

9.2 Any notice sent as provided in Clause 9.1 shall be deemed to have been given upon receipt, if received during normal business hours in the jurisdiction indicated by the Investor at its address for notification. If a notification is received by the Investor outside normal business hours in such jurisdiction, the notice will be deemed to have been received by the Investor within the next following Business Day applicable to the Investor.

10. NO WAIVER

Failure of the Fund or the General Partner to exercise any right or remedy under this Subscription Form and the Fund Documents or any other agreement between the Fund and the Investor, or otherwise, or delay by the Fund or the General Partner in exercising any such right or remedy, will not operate as a waiver thereof. No waiver by the Fund or the General Partner will be effective unless and until it is in writing and signed by the General Partner.

11. APPLICABLE LAW AND JURISDICTION

11.1 This Subscription Form shall be enforced, governed and construed in all respects in accordance with the laws of the Grand Duchy of Luxembourg.

11.2 Any dispute, controversy or claim arising out of or relating to this Subscription Form shall be submitted to the jurisdiction of the District Court of Luxembourg City.

12. BINDING AGREEMENT

This Subscription Form and the rights, powers and duties set forth herein shall be binding upon the Investor and each of its respective successors and assigns and shall inure to the benefit of the Fund, its successors and assigns.

13. NON ASSIGNABLE

This Subscription Form is not transferable or assignable by either party, except as permitted by the Fund Documents.

14. SEVERABILITY

In the event that any provision of this Subscription Form is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

15. ENTIRE AGREEMENT

This Subscription Form, the Offering Memorandum and the LPA contain the entire agreement of the Parties with respect to the subject matter hereof, and there are no representations, covenants or other agreements except as stated or referred to herein or therein. In the event of a conflict between the provisions of this Subscription Form and the LPA, the LPA shall prevail to the extent permitted by applicable laws.

16. INDEMNIFICATION

16.1 The Investor hereby agrees to indemnify and hold harmless the Fund and the General Partner from and against all losses, liabilities, actions, proceedings, claims, costs, charges, expenses or damages incurred or sustained by the Fund or the General Partner due to or arising out of (a) a breach of or any inaccuracy in such representations, declarations, warranties and undertakings or (b) the disposition or transfer of its LP Interests contrary to such representations, declarations, warranties and undertakings, and (c) any action, suit or proceeding based upon (i) the claim said representation, declarations, warranties and undertakings were inaccurate or misleading or breached or otherwise cause for obtaining damages or redress from the Fund or the General Partner under any laws, or (ii) the disposition or transfer of the LP Interests or any part thereof.

16.2 In addition to the foregoing, the Investor acknowledges and agrees that the AIFM, the Administrative Agent, the Depository and other service providers of the Fund may also benefit from an indemnification from the Fund, subject to the terms and conditions of the relevant service agreement.

17. ORIGINALS

This Subscription Form shall be executed in two (2) originals.

This Subscription Form has been executed in:

Place

Date

For or on behalf of the Investor,

Name:
Title:

Accepted and Agreed by **ThomasLloyd SICAV-SIF**, duly represented by ThomasLloyd Capital Partners S.à r.l., its managing general partner (*associé-commandité gérant*),

Name:
Manager

Name:
Manager

**SCHEDULE 1
INVESTOR'S SUBSCRIPTION**

Fund/Sub-Fund / Class	ISIN	LP Class Currency	Subscription amount
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund EUR A	LU1108653095	EUR	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund GBP A	LU1108669760	GBP	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund CZK A	LU1108670180	CZK	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund USD A	LU1108670347	USD	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund CHF A	LU1439435428	CHF	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund PLN A	LU1439435691	PLN	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund HUF A	LU1439435774	HUF	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund HKD A	LU1439435857	HKD	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund RMB A	LU1439435931	RMB	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund SGD A	LU1439436079	SGD	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund AUD A	LU1439436152	AUD	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund JPY A	LU1439436236	JPY	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund NZD A	LU1439436319	NZD	
ThomasLloyd SICAV-SIF-Cleantech Infrastructure Fund TRY A	LU1439436400	TRY	

If an Investor wishes to make a subscription in a currency other than the Sub-Fund Reference Currency, such Investor shall bear all related currency conversion costs.

A subscription fee based on the subscribed amount and corresponding to the rate set out below may be charged in favour of any distributor of the Sub-Fund. The subscription fee will be, at the option of the Investor, incorporated to the subscription amount or paid in addition thereto. In both cases no LP Interests will be issued in relation to the payment of the subscription fee.

Please tick the following appropriate box to confirm which option you would like to retain:

I want the subscription fee (% of the subscribed amount) to be deducted from the aforementioned subscription amount.

I will pay the subscription fee corresponding to % of the subscribed amount in addition to the aforementioned subscription amount.

Please note that LP Interests are available to Eligible Investors only.

For or on behalf of the Investor,

Name:
Title:

Name:
Title:

**SCHEDULE 2
SUBSCRIPTION PAYMENT**

Details of accounts to which subscription payments are to be transferred:

CURRENCY	CASH CORRESPONDENT	CITY	SWIFT CODE	ACCOUNT NUMBER
EUR	Direct via TARGET II		BSUILULL	
CZK	Unicredit Bank Czech Republic, a.s.	Prague	BACXCZPP	81527006 IBAN : CZ77 2700 0000 0000 8152 7006
GBP	HSBC Bank Plc Intl.	London	MIDLGB22	35210915 Sort Code : 40-05-15 IBAN: GB63MIDL40051535210915
USD	JP Morgan Chase	New York	CHASUS33	796706786 Chips number : 0002 ABA number : 021000021
CHF	UBS, Zurich	Zurich	UBSWCHZH80A	02300000060737050000Z IBAN: CH540023023006073705Z
PLN	Bank Pekao SA	Warsaw	PKOPPLPW	IBAN: PL47124000013104625111120301
HUF	Unicredit Bank Hungary ZRT	Budapest	BACXHUHB	IBAN: HU43109180010000000117040007
HKD	Standard Chartered Bank	Hong Kong	SCBLHKHH	44709404622
RMB	HSBC Hong Kong Limited	Hong Kong	HSBCHKHH	848-028213-209
SGD	Standard Chartered Bank, Singapore	Singapore	SCBLSGSG	0109326105
AUD	Westpac Banking Corporation Intl Div.	Sydney	WPACAU2S	AIS0020979
JPY	The Bank of Tokyo-Mitsubishi UFJ	Tokyo	BOTKJPJT	653-0418285
NZD	Westpac Institutional Bank	Wellington	WPACNZ2W	RET001188NZD220001
TRY	Deutsche Bank A.S	Istanbul	DEUTTRISCUS	IBAN: TR740011500013004819190010

Please note that the transfer description should include the name and reference of the transferring entity and the name of the Fund/Sub-Fund and the payments should be made for the benefit of CACEIS Bank Luxembourg (Swift Code : BSUILULL).

(1) For all Clearstream instructions, the payment should be made for the benefit of CACEIS Bank Luxembourg / FIA Account (swift code CEDELULL).

(2) For all Euroclear instructions, the payment should be made for the benefit of CACEIS Bank Luxembourg / TA (swift code MGTCBEBE).

Details of the bank that will effect the transfer:

Name of Bank

IBAN Code

Swift Code

Settlement via Clearstream / Euroclear Account

Account owner

**SCHEDULE 3
BANKING DETAILS OF THE INVESTOR**

Name of Bank	IBAN Code	Swift Code
Settlement via Clearstream / Euroclear Account		
Street, House Number	Postal Code City	Country
Account name	Account owner	Currency

These banking details shall be used by default in case of redemption or distribution payments. In case of a discrepancy between any payment details mentioned in any payment instructions and the banking details stated here above, the Administration Agent and the General Partner reserve the right to suspend the payment until the Investor provides any of them with evidence that the partner registered in the register of partners is the beneficiary of the account.

**SCHEDULE 4
INFORMATION CONCERNING THE PREVENTION OF
MONEY LAUNDERING AND TERRORISM FINANCING**

As required by the Fund Documents and the applicable laws of Luxembourg, particularly as concerns the prevention of money laundering during subscription, the Subscription Form must be accompanied by documents that will allow CACEIS Bank Luxembourg (herein after referred to as "CACEIS BL") as the Fund's registrar and transfer agent to identify the subscriber and, if applicable, all third-party beneficial owners of the investment.

The following identification documents are required upon the Investor's initial subscription in the Fund. Subsequent subscriptions of LP Interests within the Fund shall not require the subscriber to provide CACEIS BL with the identification documents again, to the extent that the Investor's situation remains unchanged from initial or previous subscriptions.

Notwithstanding the foregoing, the Investor may be requested to provide additional or updated identification documents from time to time pursuant to on-going investors due diligence requirements under relevant laws and regulations conducted by the Fund and/or CACEIS BL.

In case of delay or failure by the Investor to provide the documents required, the application for subscription may not be accepted and in case of redemption request, the payment of the redemption proceeds and/or dividends may not be processed. Neither the Fund nor the General Partner nor CACEIS BL shall have any liability for delays or failure to process deals as a result of the investor providing no or only incomplete documentation.

On this basis, the subscriber is requested to provide CACEIS BL with the following documentation:

1. A certified copy of a valid identification document including a specimen signature of the holder (identity card, passport, driving license with photo, or any other appropriate document) for the subscriber and, if applicable, for all third-party beneficiaries.
2. A copy of a recent invoice (within the last three months) showing the address of the individual(s) who sign the application form.
3. If different from the individual referred to in paragraph 2 above: a copy of a recent invoice (within the last three months) showing the address of the individual(s) who are the ultimate beneficial owners.

**SCHEDULE 5
IDENTITY DETAILS OF THE INVESTOR**

For multiple choice sections, please tick the appropriate box

First subscriber

Subscriber acting on its own behalf

Subscriber acting on behalf of third party

Last name, First name(s)

Profession*

Economic sector

* If retired, please specify your previous profession / activity; if director, please specify the name of the entity.

If your activity falls within one of the following sectors, please tick the appropriate box:

Casino, gaming

Religious financial institution

Charity

Diamond merchant, lapidary

Real estate agency

Art dealership

Date of birth

Place of birth

Source of invested capital:

Savings

Property income

Inheritance

Gains from lotteries or gambling

Other

details:

Political mandate or public office:

No Yes details:

Please state all countries in which you are tax resident and your corresponding Tax Identification Number (TIN) in each country:

Identification

ID card

Passport

No.

Country of issuance

Second subscriber (if applicable)

Joint account: AND

AND/OR

Subscriber acting on its own behalf

Subscriber acting on behalf of third party

Last name, First name(s)

Profession*

Economic sector

* If retired, please specify your previous profession / activity; if director, please specify the name of the entity.

If your activity falls within one of the following sectors, please tick the appropriate box:

Casino, gaming

Religious financial institution

Charity

Diamond merchant, lapidary

Real estate agency

Art dealership

Date of birth

Place of birth

Source of invested capital:

Savings Property income Inheritance Gains from lotteries or gambling Other details:

Political mandate or public office:

No Yes details:

Please state all countries in which you are tax resident and your corresponding Tax Identification Number (TIN) in each country:

Identification

ID card Passport No. Country of issuance

Ultimate beneficial owner Representation (if different from the subscriber/s referred to above)

Each beneficiary must complete this form

Subscriber acting on its own behalf

Subscriber acting on behalf of third party

Last name, First name(s) Profession* Economic sector

* If retired, please specify your previous profession / activity; if director, please specify the name of the entity.

If your activity falls within one of the following sectors, please tick the appropriate box:

Casino, gaming Religious financial institution Charity
Diamond merchant, lapidary Real estate agency Art dealership

Date of birth Place of birth

Source of invested capital:

Savings Property income Inheritance Gains from lotteries or gambling Other details:

Political mandate or public office:

No Yes details:

Please state all countries in which you are tax resident and your corresponding Tax Identification Number (TIN) in each country:

Identification

ID card Passport No. Country of delivery

Last name, First name(s) Profession* Economic sector

* If retired, please specify your previous profession / activity; if director, please specify the name of the entity.

July 2015 relating to FATCA (the “**FATCA Law**”) in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. Under the FATCA Law and the Luxembourg IGA, the Fund may be required to collect information aiming to identify its direct and indirect Investors that are Specified US Persons for FATCA purposes (“**US reportable accounts**”). Any such information on US reportable accounts provided to the Fund will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the IRS pursuant to Article 28 of the convention between the Government of the United States of America and the Government of the Grand-Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996.

The Fund intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Fund. The Fund will continually assess the extent of the requirements that FATCA and notably the FATCA Law places upon it.

To ensure the Fund’s compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Fund may:

- a. request information or documentation, including W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of the Investor’s FATCA registration with the IRS or a corresponding exemption, in order to ascertain the Investor’s FATCA status;
- b. report information concerning the Investor’s and his account holding in the Fund to the Luxembourg tax authorities if such account is deemed a US reportable account under the FATCA Law and the Luxembourg IGA;
- c. report information to the Luxembourg tax authorities concerning payments to the Investor with the FATCA status of non-participating foreign financial institution;
- d. deduct applicable US withholding taxes from certain payments made to the Investor by or on behalf of the Fund in accordance with FATCA, the FATCA Law and the Luxembourg IGA; and
- e. divulge any such personal information to any immediate payor of certain U.S. source income as may be required for withholding and reporting to occur with respect to the payment of such income.

Additional intergovernmental agreements similar to the Luxembourg IGA have been entered into or are under discussion by other jurisdictions with the United States.

The Fund may require additional information from the Investor in order to comply with its obligations under FATCA or under an applicable IGA. The Fund reserves the right to reject any application for LP Interests if the information provided by the Investor does not satisfy the requirements under FATCA or any applicable IGA.

(1) In this connection, the Investor hereby declares, by ticking the correspondent box that, in accordance with the principles of FATCA, the regulations relating to Information Reporting by Foreign Financial Institutions and Other Foreign Entities released by the IRS on 28th January 2013 (the “FATCA Regulations”), all subsequently published FATCA announcements and as the case may be, the provisions of the intergovernmental agreement (IGA) entered between the country of residence of the subscriber and the United States of America to improve International Tax Compliance and with respect to FATCA, as well as relevant national Laws:

I AM / WE ARE A US PERSON (For further details please refer to definition below¹. For joint accounts, each subscriber shall provide the relevant confirmation).

¹ “**FATCA**” means the Foreign Account Tax Compliance Act such as enacted and adopted by the United States of America on March 18, 2010, requiring US individuals to report their financial accounts held outside of the United States and foreign financial institutions to report to the Internal Revenue Service about their US clients.

² Within the meaning of the U.S Internal Revenue Code and subject to any amendments to the legal definition which may be from time to time adopted, shall qualify as “US Person” the following:

“**US Person (Individual)**: (i) US citizen (including double or multiple nationality and US place of birth); (ii) US residents or owner of a permanent residence title (“Green Card”); (iii) Individual having resided in the USA for a “substantial” period of time in the course of the year “N” and/or the two years before. Example of “substantial” period of time : (a) Residence in the US for more than 183 days in the course of the year N; (b) Stay of more than 31 days in the course of the year N in the US, if the total of a) this period, plus b) the number of days of residence in N-1 divided by 3, plus c) the number of days of residence in N-2 divided by six, exceeds 183 days; (iv) If the issuer country of the ID or passport is a US territory; (v) If the primary address and/or the mailing address (as set forth in part IV d) above are within US territory; (vi) If at least one of the subscribers is a US Citizen (joint account, as set forth in part IV a) above.

In case of doubt with respect to their situation re FATCA Regulations, subscribers should consult with their legal or tax advisor.

We undertake to provide CACEIS BL a W9 Form duly filled and electronically signed in accordance with the principles of the US Tax laws.

I AM / WE ARE NOT A US PERSON (For joint accounts, each subscriber shall provide the relevant confirmation)

Please tick as many cases as relevant to your own situation:

1. If I / We have no US Bank account(s);
 2. If my/our primary address and/or mailing address are not within the U.S. territory;
 3. If I / We do not have a U.S. phone or fax number;
 4. If I / We do not have a power of attorney or signatory authority granted to an individual having a primary residence in the U.S.
 5. I / We do not have a U.S. place of birth.
- If I / We ticked ALL the above boxes under 1 to 4 and 5, please note that you are not required to provide CACEIS BL with any further documentation for FATCA identification purposes;
 - If I / We did not tick any box in section 1 to 4 above, I / We undertake to provide CACEIS BL with a W8 BEN form duly filled and electronically signed in accordance with the principles of the US Tax laws;
 - If I / We did tick certain but not all boxes in section 1 to 4 above, I / We undertake to provide CACEIS BL with a W8 BEN form duly filled and electronically signed in accordance with the principles of the US Tax laws;
 - If I / We did not tick the box in section 5 above, I / We undertake to provide CACEIS BL with a W8 BEN form duly filled and electronically signed in accordance with the principles of the US Tax laws as well as a US nationality renunciation certificate. Should you not be in the capacity to provide a US nationality renunciation certificate, then you need to provide a W9 Form.

For the completion of the foregoing US Tax forms, Individuals are herein requested to provide CACEIS BL with an email address which shall allow CACEIS BL to provide you with an internet link:

E-mail

2. The undersigned subscriber further declares that:

2.1. For Passive NFFE with a U.S. controller person:

Please provide U.S. Taxpayer identification number (SSN or ITIN) for the ultimate relevant beneficial owner and a W9 Form duly filled and electronically signed in accordance with the principles of the US Tax laws.

Under penalties of perjury, the subscriber herein declares that the information answered above is, to the best of his/her knowledge and belief, true, correct and complete.

Subscriber undertakes to inform the Fund without delay of any change of circumstances in his/her/its situation that would make above declaration no longer valid.

Section 2 – Tax Identification Number or TIN *

Complete A, B or C

- A. Tax Identification Number in the country of residence for tax purposes:*
- B. The country of residence for tax purposes does not provide a TIN to its residents (tick the box if appropriate).
- C. I am unable to obtain a TIN (tick the box if appropriate).

Section 3 – Confirmation of your residence for tax purposes

(Complete section 3 if the holder of a register account has residence for tax purposes in just one country, OR section 4 if the holder of a register account has residence for tax purposes in more than one country, then read and sign the statement in section 5).

I certify that the register account’s holder is not a resident for tax purposes in a country other than the country indicated in section 1 above (tick the box).

Section 4 – Additional countries of residence for tax purposes (if any)

I certify that, in addition to the country indicated in section 1, the holder of a register account is resident for tax purposes in the following countries and that the TIN attached to each additional country is shown below or that I have ticked the box to indicate that the TIN of one of these countries is unavailable (please use a separate sheet of paper if you are resident for tax purposes in more than three additional countries):

Country*	TIN*	or TIN unavailable:
Country*	TIN*	or TIN unavailable:
Country*	TIN*	or TIN unavailable:

Section 5 – Statement and signature

I acknowledge that the information concerning my account(s) and the information contained in this form can be sent to the tax authorities of the country in which this(these) account(s) is(are) held. Such information can also be exchanged with the tax authorities of another country or countries in which I am resident for tax purposes and which have concluded electronic information exchange agreements.

I undertake to inform the financial institution of any change in circumstances and to provide it with a new self-certification form, updated highlighting such change in circumstances.

I certify that all the statements made in this form are accurate and complete.

Signature of the register account’s holder (or of the authorised person)*:

Last Name, First Name, Date

*Please indicate the capacity in which you have signed, and attach a copy of your power of attorney.

Capacity*

According to your domestic data protection law (the “Data Protection Law”) which according to your state of residence might have been issued further to the European Directive n°95/46/CE, you benefit from a right of access and amendment of your personal data, as the case may be, subject to the terms and conditions of your domestic Data Protection Law.

Any complaint relating to your rights under your domestic Data Protection Law shall be addressed to CACEIS' Compliance department in charge in accordance with the domestic Data Protection Law. For your information, CACEIS will record and process your personal data in order to carry on the relevant requirements vis-à-vis the relevant tax administration for the purpose of the AEOI-CRS Regulations.

In case of a change in circumstances, please highlight the information you have changed.

APPENDIX – Definitions

These definitions are those provided as part of the OECD's Common Reporting Standard (CRS) for the Automatic Exchange of Information.

If you have any questions about these definitions, or if you would like more details, please contact your tax adviser or your local tax authority.

"Account Holder"

The term "account holder" means the person listed or identified as the holder of a financial account. A person who is the holder of a financial account for the benefit of another person as agent, custodian, nominee, signatory, investment adviser, intermediary or legal guardian is not treated as holding the account. Such other person is treated as holding the account. For example, in the case of a parent/child relationship where the parent acts as legal guardian, the child is treated as holding the account.

In the case of a jointly held account, each joint holder is treated as an account holder.

"Change in Circumstances"

Generally speaking, a "change in circumstances" means any change that results in the addition of information relevant to a person's status (tax residence) or otherwise conflicts with such person's previously declared status.

A change in circumstances also means any change or addition of information to the account holder's account (including the addition of a new holder, change of country, etc.) OR any change or addition of information to any account associated with such account if such change or addition of information affects the account holder's status.

"Financial Account"

A financial account is an account maintained by a financial institution and includes:

- deposit accounts;
- securities accounts (custodian accounts);
- equity securities or debt issued by investment entities;
- life insurance policies with a cash surrender value; and
- annuity contracts.

SCHEDULE 8 ADDITIONAL INFORMATION

The undersigned acknowledges having received and familiarised himself/herself with the most recent valid Offering Memorandum of the Fund and confirms that he/she is authorized to invest monies in compliance with the Offering Memorandum. The Investor represents that the invested funds were not derived from illegal activities as described under the laws of Luxembourg or the recommendations issued by the Financial Action Task Force on Money Laundering (FATF).

The undersigned confirms that he/she holds no Political mandate or public office other than specified in this Subscription Form, or that he/she does not act on behalf of third parties holding Political mandates.

The undersigned certifies that the information provided in this Subscription Form is true, complete and accurate and undertakes to update it if necessary.

For orders sent by fax, the undersigned releases Caceis Bank Luxembourg from any liability for any potential financial losses or fees incurred by one of the Parties and resulting from the processing of orders made in such form. No order will be accepted via e-mail.

Caceis Bank Luxembourg assumes no liability for failure to process an order as a result of incomplete or inaccurate information presented by the subscriber in this form.

The Investor is hereby informed that the rights to the Fund apply upon subscription.

The Investor hereby acknowledges that the subscription is made subject to the provisions of the Fund's Offering Memorandum and the Fund's LPA, particularly those involving the Cut-Off time for receiving orders. Investors hereby acknowledge that "late trading" and "market timing" practices are prohibited.

For joint accounts all the account holders must sign the form. In such cases, written instructions must also be provided.

If the Signatory is not the subscriber, please specify the capacity in which he/she is acting.

Subscribers who are individual residents in a Member State of the European Union (other than Luxembourg) or in any Associated or Dependent Territories (for the time being British Virgin Islands, Montserrat, Turks and Caicos Islands, Channel Islands, Isle of Man, Aruba and the Netherlands Antilles), shall refer to Appendix II and complete it as appropriate.

Please add a handwritten note « Read and approved »

Signature 1

Signature 2

Date

Date