

SUBSCRIPTION BOOKLET

**Limited Partnership Interests in
LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P.**

Relating to Class:

COSDO – C

To be sent to:
LaSalle Investment Management
333 West Wacker Drive, Suite 2300, Chicago IL 60606
For the attention of: Jodi Akers
Email: investorservices@lasalle.com for all subscription documentation
and for general investor enquiries

APPLICATIONS TO SUBSCRIBE FOR A LIMITED PARTNERSHIP INTEREST MAY ONLY BE MADE BY ELIGIBLE INVESTORS IN ACCORDANCE WITH THE LASALLE INVESTMENT MANAGEMENT EMPLOYEE CO-INVESTMENT PROGRAM PLAN AND THE TERMS OF THE PARTNERSHIP AGREEMENT OF LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P. AS SUPPLEMENTED IN RESPECT OF THE CLASS, EACH AS AMENDED FROM TIME TO TIME, WHO HAVE MADE THEIR OWN ASSESSMENT OF THE TERMS AND CONDITIONS OF LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P. ON THE BASIS OF THE INFORMATION CONTAINED IN THE PARTNERSHIP AGREEMENT, SUPPLEMENT AND THE COMMITMENT AGREEMENT (INCLUDING ANY ELIGIBILITY SELF-CERTIFICATION INFORMATION). IT IS THE RESPONSIBILITY OF POTENTIAL INVESTORS TO DETERMINE WHETHER AN INVESTMENT IN LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P., AND THE RIGHTS AND OBLIGATIONS OF BEING A LIMITED PARTNER, ARE SUITABLE FOR THEM.

THE OFFER AND SALE OF A LIMITED PARTNERSHIP INTEREST IN LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P. IS MADE SUBJECT TO THE TERMS OF THE PARTNERSHIP AGREEMENT, THE SUPPLEMENT AND THE COMMITMENT AGREEMENT.

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PART A

FUND SUBSCRIPTION PROCEDURES

Note: Capitalised terms not otherwise defined herein shall have the meanings provided in the amended and restated exempted limited partnership agreement of LaSalle Global Employee Co-Investment Fund L.P. from time to time (the “Partnership Agreement”) or the supplement in respect of Class COSDO – C as amended from time to time (the “Supplement”).

This subscription booklet is for all prospective investors, including U.S. Persons (as defined below).

Your application for Interests and for making a Commitment to the Fund should be made by completing, dating and executing the Commitment Agreement at Part B of this subscription booklet and sending it via email, with the original signed copy following immediately thereafter by post to:

LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P.

c/o LaSalle Investment Management

333 West Wacker Drive, Suite 2300, Chicago IL 60606

For the attention of: Jodi Akers

Email: investorservices@lasalle.com for all enquiries

All applicants must also:

- provide the relevant anti-money laundering documents requested by the LaSalle Administration Team; and
- complete and return the relevant self-certification declaration at Appendix 2 to this subscription booklet.

Prospective investors who are **U.S. Persons**¹ must also complete and return the Supplement for U.S. Persons contained in Part C of this subscription booklet.

Prospective investors who are **U.S. Holders** must complete and return a properly executed IRS Form W-9 certifying as to their U.S. tax status. **All other applicants** must complete and return a properly executed IRS Form W-8, certifying as to their non-U.S. tax status. This is required because the Fund will need to certify the status of its investors for tax compliance purposes. Some applicants may be U.S. Holders taxable in the United States but will not come within the definition of a U.S. Person². These applicants should complete the application form for Non-U.S. Persons. All U.S. Holders should consult their tax advisors and carefully consider whether an investment in the Fund is appropriate in their circumstances. **Please see Appendix 2 for more information.**

All applicants must complete or provide such other documentation as the General Partner or the LaSalle Administration Team may from time to time request.

¹ Please refer to Appendix 3 for the definitions of U.S. Person and U.S. Holder.

PART B

COMMITMENT AGREEMENT

LASALLE GLOBAL EMPLOYEE CO-INVESTMENT FUND L.P.

AGREEMENT made by and among LaSalle Global Employee Co-Investment Fund L.P. (the “**Fund**”), a Cayman Islands exempted limited partnership acting through its general partner, LaSalle Global Employee Co-Investment GP, LLC (the “**General Partner**”) and the undersigned applicant.

WHEREAS, the General Partner, a Delaware limited liability company, is responsible for the management of the Fund, the conduct of the business and the general administration of the Fund on an operational level in accordance with the amended and restated exempted limited partnership agreement of the Fund (the “**Partnership Agreement**”) as supplemented by the supplement in respect of Class COSDO – C as amended from time to time (the “**Supplement**”).

WHEREAS, the purpose of this commitment agreement, together with the other parts of this subscription booklet and if applicable, with the Supplement for U.S. Persons and the information provided by the investors to the LaSalle Administration Team in respect of their eligibility to invest in the Fund including all applicable local law requirements (the “**Eligibility Self-Certification Information**”) (the “**Commitment Agreement**”) is for investors to commit to subscribe for a limited partnership interest in the Fund in respect of the Class stated below (an “**Interest**”) pursuant to the provisions of the Partnership Agreement, the Supplement and this Commitment Agreement and, where applicable, the LaSalle Investment Management Employee Co-Investment Program Plan including any Purchase Agreement to be signed by the Investor on or about the date hereof (the “**Plan**”).

Capitalised terms not otherwise defined herein shall have the meanings provided in the Partnership Agreement or the Supplement, as applicable. For the avoidance of doubt, the representations and declarations contained in the other sections of this subscription booklet are integral to this Commitment Agreement and are deemed to be incorporated by reference.

NOW, THEREFORE, it is hereby irrevocably agreed as follows:

1. APPLICANT REPRESENTATIONS

- 1.1 I/we understand and warrant that to the best of my/our knowledge I/we am/are making this investment in accordance with the laws of the jurisdiction in which I/we reside and have completed the Eligibility Self-Certification Information (if applicable) with true, accurate and complete information and any information (including any supportive evidence and documentation) provided by me/us and any representations made by me/us pursuant to the Eligibility Self-Certification Information shall form part an integral part of this Commitment Agreement.
- 1.2 If I am/we are acting as agent, representative, nominee or otherwise on behalf and/or for the account of one or more third parties (each a “**Beneficial Owner**”), I/we hereby acknowledge and agree that the agreements, representations and warranties made by me/us herein are also made for and on behalf of (to the fullest extent possible) the Beneficial Owners (and to that effect, where the context permits, the terms “I/we”, “me/us”, “my/our” and “myself/ourselves” herein shall be deemed to include such Beneficial Owners) and I/we represent and warrant that I/we have all requisite power and authority to execute this Commitment Agreement, including any related documentation, and enter into the transactions contemplated hereby and that, in doing so, I/we will not be in breach of any laws or regulations of any competent jurisdiction.

(Please tick the appropriate box – this Commitment Agreement will be rejected if one of the below is not completed.)

☐ I am/We are investing on my/our own behalf and hereby confirm I am/we are the ultimate economic beneficiary/ies of the funds and any subsequent income invested.

☐ I am/We are investing on behalf of a third party/ies who is/are the ultimate economic beneficiary/ies of the funds and any subsequent income invested and in case of more than one party, at least one is a LaSalle Investment Management employee.

- 1.3 I/We represent, warrant, acknowledge and agree that I am/we are entering into this Commitment Agreement relying solely on the Partnership Agreement, the Supplement and, to the extent appropriate, the Plan (each as amended and restated from time to time) and this Commitment Agreement, each in accordance with its

terms. I/We have received, read and understood copies of all such documents and neither the General Partner nor any affiliate of the General Partner has made any representations of any kind or nature to induce me/us entering into this Commitment Agreement except as specifically set forth in such documents (and as qualified by the terms thereof). In addition, I have received, read and understood the information in the Disclosure Appendix, including in respect of risks and potential conflicts of interest applicable to my investment in the Class. I/we waive any claim with respect to the existence of any conflict of interest disclosed in the Disclosure Appendix (or cross referred to within). I am/We are not relying on any other representation, warranty, written or oral statement with respect to the Fund. I/We acknowledge the disclosures made in such documents, including (without limitation) as to the risks of investing in the Fund. I/We acknowledge and agree that the Partnership Agreement, the Supplement and the Plan may be amended by the General Partner (or LaSalle Investment Management, as appropriate) from time to time and agree that I/we will adhere to and be bound by any subsequent amendments to the Partnership Agreement, the Supplement and, as appropriate, the Plan notified to me/us provided such amendments are made in accordance with the terms of the relevant document.

1.4 I/We hereby declare, acknowledge, represent and warrant as follows:

- (a) all information provided to the General Partner concerning myself/ourselves, my/our financial position or my/our knowledge of financial and business matters is, and all representations and warranties made in this Commitment Agreement (including the Supplement for U.S. Persons, if applicable) are, correct and complete as of the date hereof and if there should be any changes in such information prior to or following me/us having been admitted to the Fund in respect of the Class, I/we will immediately provide the General Partner with such information. I/We shall be deemed to restate all representations and warranties made in this Commitment Agreement (including the Supplement for U.S. Persons, if applicable): (i) on the relevant closing date; and (ii) upon making any capital contribution to the Fund (and the act of making such capital contribution will be evidence of such restatement);
- (b) the representations and warranties made herein shall not be qualified or limited by any prior or subsequent disclosures by me/us (whether express or implied);
- (c) I/we have the financial ability to bear the economic risk of my/our investment;
- (d) I/we have such knowledge and experience in financial and business matters as to be capable of evaluating the merits of, and I am/we are able to bear the economic risk of, investment in the Class, and I/we acknowledge an investment in the Class includes a high degree of risk;
- (e) I/we have been given the opportunity to ask questions to, and receive answers from, the General Partner with respect to the terms and the business to be conducted by and for the account of the Fund in respect of the Class;
- (f) with regard to the tax, legal, currency and other economic considerations related to this investment, I/we have only relied on the advice of, or have only consulted with, my/our own professional advisers;
- (g) I/we understand that the transfer of all or a portion of an Interest is subject to substantial restrictions and that the withdrawal of an Interest is subject to constraints contained in the Partnership Agreement and the Supplement;
- (h) I am/we are duly authorised and qualified to become a Limited Partner and invest in the Fund, and authorised to enter into this Commitment Agreement and to undertake to make a Commitment and subscribe for an Interest and I/the individual or individuals signing this Commitment Agreement and giving these warranties and representations on my/our behalf, as the case may be, have been duly authorised by me/us to do so;
- (i) the execution and delivery of this Commitment Agreement, the performance by me/us of my/our obligations under the Partnership Agreement and Supplement and the consummation of the contemplated transactions will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to me/us, or any material agreement or other instrument to which I am/we are a party or by which I am/we are bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to me/us;

- (j) I/we recognise that the General Partner has not promised, represented or guaranteed: (i) the safety of any capital investment in the Class; (ii) that the investment will be profitable; or (iii) that any particular investment return will be achieved or the probability of any investment return; and
- (k) I/we will provide in a timely manner any passport(s), form, certification or other information or other documentary evidence (including, where applicable, through the provision of certified copies thereof) reasonably requested by and acceptable to the General Partner (or an agent acting on its behalf) that is necessary or desirable for the General Partner or its agent to: (i) prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Fund receives payments; or (ii) satisfy reporting or other obligations under the Code and US Treasury Regulations (as amended and replaced from time to time) or analogous laws of other jurisdictions (including the OECD Common Reporting Standard on the automatic exchange of financial account information), as applicable.

1.5 I/We understand the English language and agree to receive information regarding my investment in the Class, including the Partnership Agreement, Supplement and Plan, in English.

1.6 *If the applicant is an individual: My/Our source of funds is from: (please tick the appropriate box)*

- ☐ Income from salary (*please state profession*)
- ☐ Savings
- ☐ Gift or inheritance
- ☐ Proceeds of a sale (*please confirm what asset was sold*)

If your source of funds is not covered in any of the categories above please briefly specify them below:
(*please complete fully as incomplete applications may be rejected*)

2. SUBSCRIPTIONS

2.1 This Commitment Agreement is binding on me/us. However, I/we understand that the General Partner may reject my/our Commitment to subscribe in full or in part without having to justify its decision and that the General Partner and/or the LaSalle Administration Team has the right to request and obtain information, documents or other items for the purpose of identifying the beneficiary of this subscription as well as any document that the General Partner or the LaSalle Administration Team may consider necessary to enable them to meet their legal and regulatory obligations and to maintain their relationship with me/us. In particular, I/we confirm that I/we meet all the conditions of eligibility. I/We acknowledge that the General Partner is entitled to mandatorily withdraw and/or transfer an Interest on the occurrence of certain limited events, as set out in the Partnership Agreement, the Supplement and, as appropriate, the Plan (including, without limitation, if I/we fail to provide any documents or information in accordance with this paragraph). In addition, I acknowledge that certain other consequences, as set out in the Plan, may apply if I/we (or my/our related party who is currently employed by the LaSalle Group) ceases to be employed by the LaSalle Group. This commitment to subscribe may be deferred until the date on which the General Partner and/or the LaSalle Administration Team has received all the information concerning myself/ourselves in a form satisfactory to the General Partner and/or the LaSalle Administration Team. Where necessary, any payment made before the formal acceptance of my/our Commitment Agreement shall be deposited in a non-interest-bearing account.

2.2 I/We hereby consent to execute this Commitment Agreement and any documentation in connection with it by electronic means (“**Commitment Agreement Signature**”). Further, I/We hereby authorise and instruct the General Partner and the LaSalle Administration Team to accept and execute any instruction, notice,

consent or other request (collectively, “**Instruction**”) in respect of an Interest to which this Commitment Agreement relates given by me/us in written form, by email or by other electronic means. If Commitment Agreement Signature and Instructions are provided by me/us by email or by other electronic means, I/we agree to keep each of the General Partner, the Fund (or, as applicable, the Class) and the LaSalle Administration Team indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon the Commitment Agreement Signature and Instructions submitted by email or by other electronic means. The General Partner, the Fund and the LaSalle Administration Team may rely conclusively upon and shall incur no liability whatsoever including, without limitation, any losses (whether direct, indirect, consequential, in contract, tort, or otherwise) in respect of any loss arising from (i) the non-receipt of the Commitment Agreement Signature or any Instruction relating to an Interest delivered by email or other electronic means or (ii) any action taken upon the Commitment Agreement Signature or any Instruction believed in good faith to be genuine or to be signed by properly authorised persons on behalf of me/us.

- 2.3 If I/we elect at any time to provide the Commitment Agreement Signature or an Instruction to the General Partner and/or the LaSalle Administration Team (including Instructions relating to subscriptions, transfers, contact updates or otherwise) using electronic or digital signature technology (“**E-signature**”), I/we authorise and instruct the General Partner and the LaSalle Administration Team and their agents to accept and execute the Commitment Agreement (and any documentation in connection with it) and any and all such Instructions which are provided using an E-signature. I/We acknowledge and agree that the Commitment Agreement Signature and any Instruction provided to the General Partner and the LaSalle Administration Team using an E-signature shall be treated by the General Partner and the LaSalle Administration Team as valid and binding as my/our true ink signature. If the Commitment Agreement Signature or Instructions are provided by me/us at any time using an E-signature, I/we agree to keep each of the General Partner, the Fund (or, as applicable, the Class) and the LaSalle Administration Team indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon the Commitment Agreement Signature and Instructions provided using an E-signature. I/We acknowledge and agree that the General Partner and the LaSalle Administration Team and their agents may rely conclusively upon and shall incur no liability whatsoever including, without limitation, any losses (whether direct, indirect, consequential, in contract, tort, or otherwise) arising in respect of any action taken or omitted to be taken upon any instructions provided using an E-signature believed in good faith to be genuine or to be signed by properly authorised persons on behalf of me/us.
- 2.4 Without prejudice to the foregoing, none of the General Partner, the Fund, the Directors, the LaSalle Administration Team or any of their respective directors/members, officers, employees or agents will be responsible or liable for the authenticity of instructions from Limited Partners reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent Instructions.
- 2.5 The LaSalle Administration Team may require documentary proof of identity (or any other information) before the application can be processed and the Fund (or, as applicable, the Class) and each Indemnified Person shall be held harmless and indemnified against any loss ensuing if such documentation or information as is required has not been provided by me/us or has been provided in incomplete form (as determined by the General Partner and/or the LaSalle Administration Team). I/We acknowledge and agree that I/we may not be admitted to the Fund until such time as the LaSalle Administration Team has received and is satisfied with all the information and documentation requested to verify my/our identity.
- 2.6 The General Partner and/or the LaSalle Administration Team reserve the right to refuse to process an Instruction from any person whose identity and permissions have not been sufficiently established in the opinion of the General Partner and/or the LaSalle Administration Team.
- 2.7 I/We warrant and declare that the monies being invested pursuant to this application do not represent directly or indirectly the proceeds of any criminal or illegal activity and the investment is not designed to conceal such proceeds so as to avoid prosecution for an offence or otherwise.

3. **US SECURITIES LAW AND CERTAIN OTHER MATTERS**

Note: Although the following section is primarily driven by U.S. securities law and tax issues, it applies to all applicants, not just U.S. Persons.

I/We represent, warrant, acknowledge and agree as follows:

- 3.1 I am/We are ☐ or am/are not ☐ (***please tick the appropriate box***) a U.S. Person or investing for the direct or indirect benefit of a U.S. Person. ***If the applicant is a U.S. Person or investing for the benefit of, directly or indirectly, a U.S. Person:*** I/We have also completed and submitted the Supplement for U.S. Persons at Part C. ***If the applicant is not a U.S. Person and is not investing for the benefit of, directly or indirectly, a U.S. Person:*** I/we represent and warrant that (a) I am/we are not acquiring an Interest with a view to the offer, sale or delivery, directly or indirectly, of an Interest within the United States or to a U.S. Person; (b) I am/we are not investing on behalf of or funding my/our subscription for a Commitment with funds obtained from any U.S. Person; (c) all offers to sell and offers to purchase an Interest were not made to me/us or by me/us while I was/we were in the United States; (d) I was/we were not in the United States at the time the offer was accepted; and (e) at the time my/our subscription for an Interest was originated, I was/we were outside the United States, except for offers and sales to discretionary or similar accounts held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated or resident in the United States.
- 3.2 I/We will not, subject to the conditions set out in the Partnership Agreement and the Supplement, sell or offer to sell or transfer an Interest in the United States or to or for the direct or indirect benefit of a U.S. Person.
- 3.3 I/We will be acquiring an Interest for investment and not with a view to or a present intention of distribution, resale to others or fractionalisation thereof. I/We understand that the Interests have not been, and will not be, registered under the 1933 Act and that the Fund is not, and will not be, registered under the 1940 Act. I/We agree that my/our Interest may not be sold, transferred, or otherwise disposed of except pursuant to an exemption from registration under the 1933 Act and all other applicable U.S. securities laws. I/We understand that I/we may not assign my/our Interest or any beneficial interest therein, in whole or in part (except by operation of law), to any other person, nor will I/we be entitled to substitute for myself/ourselves as a Limited Partner any other person, except with the prior written consent of the General Partner in its discretion or otherwise in accordance with the Partnership Agreement.
- 3.4 I/We understand the effect of the limitations on disposition and of my/our representation that my/our Interest will not be sold, transferred or otherwise disposed of except pursuant to an exemption from registration under the 1933 Act and the written consent of the General Partner or otherwise in accordance with the Partnership Agreement. I/We have adequate means of providing for my/our current needs and contingencies and an investment in the Fund will not adversely affect my/our overall need for diversification and liquidity. I am/We are familiar with the nature of, and risks attendant to, investment in the type of Interests being applied for and have determined that the investment in the Fund is consistent with my/our investment objectives. I/We acknowledge that meeting the criteria to be permitted to invest in the Fund in no way implies that such investment is appropriate for me/us.
- Note: the restrictions on re-sale in paragraphs 3.2 to 3.4 above apply to all applicants, not just U.S. Persons.***
- 3.5 So long as I/we shall be a Limited Partner, I/we shall not acquire any right or option to acquire an Interest without the prior written consent of the General Partner and shall notify the General Partner promptly after I/we become aware that a person proposes to acquire or has acquired Interests or any right or option to acquire Interests.
- 3.6 I/We understand that, if at any time, in the absolute discretion of the General Partner, it appears necessary or advisable to withdraw or transfer any Interests held by me/us to reduce the risk of a regulatory, pecuniary, legal, taxation or material disadvantage to the status of the Fund or any of its Limited Partners in any jurisdiction, the General Partner shall have the right in its discretion and without prior notice to withdraw or transfer any or all of my/our Interest without my/our consent.
- 3.7 I am/We are ☐ or am/are not ☐ (***please tick the appropriate box***) a U.S. Holder. ***If the applicant is a U.S. Holder:*** I/We have consulted my tax advisor regarding the tax consequences of an investment in the Fund and I/we understand the U.S. tax consequences of such an investment. I/We agree to provide the General Partner with such additional tax information as it may from time to time request. I/We acknowledge and agree that such information may be provided to the United States and other governmental agencies, and that failure to provide requested information may subject me/us to liability for any resulting U.S. withholding taxes, U.S. tax information reporting and/or mandatory withdrawal, transfer or other termination of my/our Interest. I/We agree to waive any provision of law that would prevent such reporting, withholding or termination of my/our Interest in the Fund.

Note: U.S. Holders must provide a properly executed IRS Form W-9; all other applicants must provide an appropriate, properly executed IRS Form W-8. Failure to provide requested information may subject an applicant to liability for any resulting U.S. withholding tax, U.S. tax information reporting, and/or mandatory withdrawal or transfer of such applicant's Interests.

- 3.8 **For U.S. Holders only:** I am/We are ☐ or am/are not ☐ (please tick the appropriate box) tax-exempt under section 501(a) of the Code.
- 3.9 I am/We are ☐ or am/are not ☐ (please tick the appropriate box) a partnership, estate, trust, S corporation, nominee or similar pass-through entity that is owned, directly or indirectly through one or more other such pass-through entities, by a U.S. Holder.
- 3.10 I am/We are not a partnership, grantor trust or S corporation (a “flow-through entity”) or, if I am/we are a flow-through entity, substantially all of the value of each beneficial owner’s interest in such flow-through entity is not attributable to such flow-through entity’s interest in the Fund and such flow-through entity was not formed for a principal purpose of investing in the Fund.
- 3.11 I/We acknowledge that the Partnership Agreement, the Supplement and/or this Commitment Agreement permit disclosure of my/our identity (and other details) under some circumstances, and such disclosures may be a matter of public record.
- 3.12 I/We have not been subject to any Regulation D Rule 506(d) “disqualifying event”³ and are not subject to any proceeding or event that could result in any such disqualifying event (each, a “Disqualifying Event”) that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Fund’s use of the Rule 506(b) exemption. In the event that the Applicant is, or becomes subject to a Disqualifying Event at any date after the date this Subscription Agreement is accepted by the General Partner, the Applicant shall (a) provide documentation as reasonably requested by the General Partner related to any such Disqualifying Event and (b) implement a remedy determined by the General Partner to address the Applicant’s changed circumstances such that the changed circumstances will not affect in any way the Partnership’s or the Fund’s or their respective affiliates’ ongoing and/or future reliance on the Rule 506 exemption under the Securities Act. The Applicant acknowledges and agrees that (i) at the discretion of the General Partner, such remedies may include the waiver of all or a portion of the Applicant’s voting power in the Partnership and/or the Applicant’s withdrawal from the Partnership through the transfer or sale of its Interest, (ii) the General Partner may periodically request assurance that the Applicant has not become subject to a Disqualifying Event at any date after the date this Subscription Agreement is accepted by the General Partner, and (iii) the General Partner shall understand and deem the failure by the Applicant to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section 3.12.
- 3.13 I/We have not received any investment advice or recommendation from the General Partner or an affiliate of the General Partner with respect to my/our investment in the Fund. I/We have sought my/our own independent legal, investment and tax advice as I/we see fit in evaluating my/our investment decision.

4. NET ASSETS OF THE APPLICANT

If the applicant is a corporation, partnership or other entity, or the trustee of a trust: I/We represent that my/our equity owners or the beneficiaries of the trust (as applicable) share in the profits and losses of all my/our investments in the same way on the basis of their proportional ownership, and do not have non *pro rata* interests in specified investments. Based on most recent valuations available, my/our investment in the Fund constitutes less than 40 per cent. of my/our net assets and I/we agree to notify the General Partner at the end of any quarter if my/our investment in the Fund exceeds 40 per cent. of my/our net assets.

Note: Applicants investing more than 40 per cent. of their net assets in the Fund may need to provide additional information in connection with the 1940 Act. Please contact the LaSalle Administration Team if the above representation cannot be made.

3 See Appendix 3 for definition of “disqualifying event”.

5. BENEFIT PLAN INVESTORS

I am/We are not a Benefit Plan Investor (as defined in Appendix 3) or acting on behalf of any such Benefit Plan Investor.

Note: *Benefit Plan Investors are not currently allowed to invest in the Fund.*

6. NO GENERAL SOLICITATION

I/We confirm that an Interest was not offered to me/us by any means of general solicitation or general advertising. I am/We are not making a Commitment and purchasing an Interest: (a) as a result of or subsequent to becoming aware of any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium, generally available electronic communication, broadcast over television or radio or generally available to the public on the internet; (b) as a result of or subsequent to attendance at a seminar or meeting called by any of the means set forth in (a); or (c) as a result of or subsequent to any solicitations by a person not previously known to it in connection with investments in securities generally.

7. CERTAIN TAX MATTERS

7.1 I am/We are resident for tax purposes in _____ (*please insert name of jurisdiction*). I am/We are responsible for making any such filings with the applicable authorities in such jurisdiction(s) as may be required in connection with my/our holding of an Interest in respect of the Class and I/we will indemnify and hold harmless the Fund (or, as applicable, the Class) and each Indemnified Person against any loss of any nature whatsoever arising from my/our failure to do so. I/We further acknowledge and agree that, to the extent that the Fund is required to undertake any tax or other reporting in such jurisdiction due (whether wholly or in part) to my/our holding of an Interest in the Class, I/we may be required to share *pro rata* the cost to the Fund (or to the Class, as applicable) of doing so with any other investors resident in such jurisdiction and agree that the General Partner has the authority to allocate a pro rata portion of such costs to my/our Capital Account.

7.2 I am/We are ☐ or am/are not ☐ (please tick the appropriate box) generally exempt from taxation in the jurisdiction identified in Section 8.1.

8. APPLICATION FOR INTERESTS

I/We hereby irrevocably apply to: (a) make a Commitment and become a Limited Partner in respect of the Class on the terms and conditions set forth in the Partnership Agreement, the Supplement, this Commitment Agreement and, as appropriate, the Plan (including in respect of investor eligibility); and (b) be a party to the Partnership Agreement and agree to be bound by and adhere to the terms thereof. I/We acknowledge that I/we shall be admitted as a Limited Partner as of the relevant closing date on or following this Commitment Agreement having been accepted and signed by the General Partner. I/We understand that the General Partner may accept or reject my/our application to become a Limited Partner and make a Commitment to the Fund and may reduce a Commitment applied for and accept only part of such Commitment. I/We understand that the General Partner may modify or waive any requirements relating to the admission of any person as a Limited Partner and its adherence to this Commitment Agreement in its sole discretion, including where such person is a custodian, depositary, nominee or acting in a similar capacity.

9. COMMITMENT

9.1 I/We irrevocably undertake to make available to the Fund an aggregate amount equal to GBP _____ (the “**Investor Commitment**”) in respect of Class COSDO – C.

9.2 I/We hereby undertake, following receipt of a Drawdown Notice, to transfer funds in the amount specified in the Drawdown Notice (net of any bank charges) to the LaSalle Administration Team, with cleared funds to be received by the LaSalle Administration Team by the time and date specified in the Drawdown Notice. I/We acknowledge that if a Limited Partner fails to make a capital contribution as required in a Drawdown Notice, the General Partner may, in its sole and absolute discretion, choose any one, or any combination, of the remedies set forth in the Partnership Agreement, the Supplement and, as appropriate, the Plan and shall have the right to pursue all remedies at law or in equity available to it.

10. ANTI-MONEY LAUNDERING INFORMATION

- 10.1 I/We hereby declare, represent and warrant that all information and documents provided to the General Partner or to the LaSalle Administration Team in respect of the anti-money laundering and know-your-client relating to the Fund (the “**AML/KYC Documentation**”) and/or in response to any requests from the General Partner or the LaSalle Administration Team relating to my/our identity and the identity of my/our related persons, sources of funds and sources of wealth, are correct and complete as of the date hereof and if there should be any changes in such information prior to or following the date that I/we have been admitted as a Limited Partner, I/we will immediately provide the General Partner and the LaSalle Administration Team with such information. I/We agree that this declaration, representation and warranty supersedes all previous communication from me/us relating to the information and documents provided to the General Partner or the LaSalle Administration Team.
- 10.2 I/We confirm that I/we have read the AML/KYC Documentation and have provided or shall provide such other information as the General Partner and/or the LaSalle Administration Team may consider necessary or reasonably desirable in order to comply with the anti-money laundering, anti-financial crime, anti-terrorism or terrorist financing, anti-proliferation financing, know-your-client or similar laws or regulations to which the General Partner or the Fund is subject.
- 10.3 I/We declare, represent and warrant that an Interest is to be purchased with funds that are from legitimate sources in connection with my/our regular business activities and which do not constitute the proceeds of criminal conduct or criminal property within the meaning given in the Proceeds of Crime Act (as amended) of the Cayman Islands and the regulations or guidance notes issued pursuant thereto. Further, I/we acknowledge and understand that if any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (as amended) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the Financial Reporting Authority, pursuant to the Terrorism Act (as amended) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property and any such report will not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise and the fact of such disclosure will not give rise to any liability for the disclosure.
- 10.4 I/We declare represent and warrant that none of the applicant or any of its beneficial owners are subject to financial sanctions or restrictive measures applicable in the Cayman Islands.

11. AEOI REGIME

- 11.1 I/We agree to furnish to the Fund or its agents (including the LaSalle Administration Team) such additional information, documentation and representations as the Fund or its agents may from time to time request. I/We acknowledge and agree that in certain circumstances, we may be subject to liability for any resulting withholding taxes and tax information reporting or my/our Interest may be compulsorily withdrawn if I am/we are not able to furnish to the Fund or its agents the information, documentation and tax information reporting and/or representations requested in connection with AEOI⁴. In the event of any change in my/our applicable status or in the event that any IRS Form W-8 (or required attachment, if applicable), IRS Form W-9 or OECD Common Reporting Standard (“**CRS**”) self-certification form, as applicable, previously provided becomes incorrect or obsolete, I/we will promptly inform the LaSalle Administration Team thereof

⁴ For purposes of this Commitment Agreement, “**AEOI**” means: (i) Sections 1471 to 1474 of the Code and any associated or subsequent legislation, regulations or guidance, and any other similar or subsequent legislation, regulations or guidance enacted in any other jurisdiction that seeks to implement or supplement similar financial account information reporting and/or withholding tax regimes; (ii) the OECD CRS for Automatic Exchange of Financial Account Information in Tax Matters and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government authority) and any other jurisdiction (including any government bodies in such jurisdiction) entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs (1) and (2); and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs.

and execute and deliver a new IRS Form W-8 (and any required attachment, if applicable) or W-9 or the OECD CRS self-certification form, as applicable.

- (a) I/We also agree to complete the appropriate form of AEOI self-certification, in Appendix 2, to enable the Fund to comply with its obligations under AEOI.
- (b) I/We acknowledge and agree that:
 - (i) the Fund is required to comply with the provisions of AEOI;
 - (ii) I/we will provide, in a timely manner, such information regarding ourselves and our beneficial owners (if any) and such forms or documentation as may be requested from time to time by the Fund (whether by the Fund or other agents such as the LaSalle Administration Team) to enable the Fund to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, forms and documentation that the Fund may require to determine whether or not the relevant investment is a “Reportable Account” (under any AEOI regime) and to comply with the relevant due diligence procedures in making such determination;
 - (iii) any such forms or documentation requested by the Fund or its agents or any financial or account information with respect to my/our investment in the Fund, may be disclosed to the Cayman Islands tax authorities and to any withholding agent where the provision of that information is required by such agent to avoid the application of any withholding tax on any payments to the Fund;
 - (iv) I/we waive, and/or shall cooperate with the Fund and its agents to obtain a waiver of, the provisions of any law that:
 - (1) prohibits the disclosure by the Fund, or by any of its agents, of information or documentation that relates to me/us; or
 - (2) prohibits the reporting of financial or account information by the Fund or its agents required pursuant to AEOI; or
 - (3) otherwise prevents compliance by the Fund with its obligations under AEOI;
 - (v) if I/we provide information or documentation that is in any way misleading, or if I/we fail to provide the Fund or its agents with the requested information and documentation necessary in either case to satisfy the Fund’s obligations under AEOI, the Fund reserves the right (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Fund) (together, “costs”) under AEOI):
 - (1) to take any action and/or pursue all remedies at its disposal, including, without limitation, compulsory withdrawal; and
 - (2) to hold back from any repurchase proceeds or any other distributions, or to deduct from my/our applicable net asset value, any costs caused (directly or indirectly) by my/our action or inaction; and
 - (3) to prohibit in whole or in part me/us from participating in additional investments; and
 - (vi) I/we shall have no claim against the Fund, or its agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with AEOI; and
 - (vii) the Fund, in consultation with the LaSalle Administration Team, will determine, in its sole discretion, whether and how to comply with AEOI, and any such determination shall include, but not be limited to, an assessment of the possible burden to investors, the Fund and the LaSalle Administration Team of timely collecting information and/or documentation.

- 11.2 I/We hereby indemnify and hold harmless the Fund (or, as applicable, the Class) and each Indemnified Person from and against any AEOL-related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever that any such person may incur as a result of any action or inaction (directly or indirectly) of myself/ourselves (or any related person) described in the paragraphs above. This indemnification shall survive my/our death or disposition of our Interest. The foregoing indemnity shall be in addition to and supplement any other indemnity provided under this Commitment Agreement and/or the Partnership Agreement.

12. BINDING AGREEMENT

I/We acknowledge that this Commitment Agreement and the rights, powers and duties set forth herein shall be binding upon me/us and each of my/our respective successors and shall bind to the benefit of the Fund.

13. NON ASSIGNABLE

I/We acknowledge that this Commitment Agreement is not transferable or assignable by either party, except as permitted by the Partnership Agreement, the Supplement and, as appropriate, the Plan.

14. INDEMNIFICATION

- 14.1 I/We undertake, to the fullest extent permitted by law, to hold harmless and indemnify the Fund (or, as applicable, the Class) and each Indemnified Person against any and all liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees and disbursements) incurred by them if and to the extent the same are caused by the inaccuracy or breach by me/us of any of the representations, warranties, acknowledgements, conditions, covenants or agreements contained in this Commitment Agreement or in any other document delivered by me/us to the General Partner.

- 14.2 I/We undertake, to the fullest extent permitted by law, to hold harmless and indemnify the Fund (or, as applicable, the Class) and each Indemnified Person against any and all liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any action or inaction on my/our part including, without limitation, any failure to comply with a Drawdown Notice in a timely manner.

- 14.3 I/We undertake, to the fullest extent permitted by law, to hold harmless and indemnify and keep indemnified the Fund (or, as applicable, the Class) and each Indemnified Person against the amount of taxation for which any such person is liable either on behalf of, or as agent for, myself/ourselves as a Limited Partner or on its own account but which is directly or indirectly in respect of, or by reference to my/our Interest, except to the extent the same resulted from a Breach of the Standard of Conduct by the General Partner in connection therewith.

15. IRREVOCABILITY

I/We understand that this application is irrevocable unless the law of the jurisdiction of residence of the undersigned provides otherwise.

16. POWER OF ATTORNEY

- 16.1 I/We hereby irrevocably constitute and appoint the General Partner, with full power of substitution, as my/our true and lawful attorney-in-fact and agent, including for the purposes of this Commitment Agreement, the Partnership Agreement and the Supplement, to execute, acknowledge, verify, swear to, deliver, record and file, in my/our or my/our assignee's name, place and stead, all in accordance with the terms of this Commitment Agreement, the Partnership Agreement and the Supplement, all instruments, statements, documents and certificates which may from time to time be required by the laws of the Cayman Islands, any other jurisdiction in which the Fund conducts or plans to conduct its business, or any political subdivision or agency thereof to effect my/our admission as a Limited Partner of the Fund and further to effectuate, implement and continue the valid existence and business of the Fund, including the power and authority to verify, swear to, acknowledge, deliver, record and file:

- (a) the Partnership Agreement, the Supplement and all other documents, certificates and instruments required under the laws of the Cayman Islands to effect my/our admission as a Limited Partner of the Fund under the terms of the Partnership Agreement and the Supplement;

- (b) all certificates, statements and other instruments, including any amendments to the Partnership Agreement or the Supplement, or with respect to the filing of a Section 10 Statement regarding changes in registered particulars of the Fund pursuant to the provisions of the Exempted Limited Partnership Act (as amended) (the “**Partnership Act**”), which the General Partner deems appropriate to form, qualify or continue the Fund as an exempted limited partnership (or a partnership in which the limited partners have limited liability) in the Cayman Islands and all other jurisdictions in which the Fund conducts or plans to conduct its business;
- (c) any amendments to the Partnership Agreement, the Supplement and/or any other agreement or instrument which the General Partner deems appropriate to: (i) effect the admission, substitution, withdrawal or removal of any Limited Partner or General Partner pursuant to the Partnership Agreement or the Supplement; or (ii) effect any other amendment or modification to the Partnership Agreement (or the Supplement) adopted in accordance with the terms of the Partnership Agreement (or the Supplement);
- (d) all conveyances and other instruments which the General Partner deems appropriate to reflect the winding up and dissolution of the Fund pursuant to the terms set out in the Partnership Agreement, including the requirements of the Partnership Act;
- (e) certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in the Cayman Islands and all other jurisdictions in which the Fund conducts or plans to conduct its business;
- (f) all agreements and instruments necessary or advisable to consummate any investment pursuant to the Partnership Agreement and the Supplement (and amendments thereto);
- (g) all instruments necessary under applicable law and the Partnership Agreement and the Supplement with respect to: (i) the admission of any substitute Limited Partner in connection with a transfer of all or any portion of an Interest by any other Limited Partner and (ii) the execution of documents on behalf of a defaulting Limited Partner pursuant to the Partnership Agreement and the Supplement and, as appropriate, the Plan and any documents reasonably necessary to consummate any transactions provided for by the Partnership Agreement, the Supplement and, as appropriate, the Plan; and
- (h) any transfer and sale documents, promissory notes, waivers of claim, certificates, any other documents and any amendments thereto which the General Partner deems necessary to implement the Fund’s rights and remedies set out in the Partnership Agreement, the Supplement and/or this Commitment Agreement in respect of me/us, including any rights arising in the event that I/we become a defaulting Limited Partner.

I/We acknowledge that such attorney-in-fact and agent shall not, however, have the right, power or authority to amend or modify the Partnership Agreement or Supplement when acting in such capacities, except to the extent authorised in the Partnership Agreement or Supplement. The General Partner shall not permit any such power of attorney to be exercised by any of its personnel if it is aware that such personnel has been convicted of a crime (other than traffic offences). The relevant power of attorney shall terminate upon the bankruptcy, dissolution, disability or incompetence of the General Partner. The powers of attorney granted herein are intended to secure an interest in property and, in addition, the obligations of each Limited Partner under this Commitment Agreement and the Partnership Agreement, and shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of the Limited Partner and shall extend to its successors and assigns and may be exercisable by such attorney-in-fact and agent for all Limited Partners (or any of them) by listing whoever all (or any) of such Limited Partners required to execute any such instrument and executing such instrument acting as attorney-in-fact. Any person dealing with the Fund may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorised, regular and binding, without further inquiry. If required, I/we shall execute and deliver to the General Partner within five (5) calendar days after the receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof.

I/We shall not attempt to revoke any power of attorney granted under this Commitment Agreement and any attempted revocation shall constitute a default by me/us hereunder and the Fund shall be entitled to any right or remedy provided by law or equity in respect of such default, including the recovery from me/us of all costs and expenses (including attorneys’ fees) incurred by or on behalf of the Fund as a result of such default, and

the institution of any legal proceedings, including, without limitation, an action for specific performance of my/our obligations hereunder (it being understood that a remedy at law may be inadequate in respect of such default). Any such payment made by me/us or recovery of costs and expenses made from me/us pursuant to the foregoing shall not constitute a capital contribution in respect of my/our Commitment. I/We further approve, consent to, confirm and ratify the execution of the Partnership Agreement, including the granting of a power of attorney contained therein, by the General Partner or any one of its directors or officers, on its behalf.

17. DATA PROTECTION

- 17.1 I/We acknowledge, agree and understand the contents of the privacy notice at Appendix 4, as amended and notified to me/us from time to time (the “**Privacy Notice**”). Where I am/we are not a natural person, I/we agree to provide the Privacy Notice to my/our directors, members, officers, employees, owners and any other related persons whose personal data may be shared with the Fund, the General Partner, the Fund’s service providers and their affiliates in relation to my/our proposed investment in the Fund.

18. APPLICABLE LAW AND JURISDICTION

This Commitment Agreement shall be enforced, governed and construed in all respects under Cayman Islands law. Any dispute, controversy or claim arising out of or relating to this Commitment Agreement shall be resolved in accordance with the Governing Law provisions of the Partnership Agreement.

19. SEVERABILITY

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

20. MISCELLANEOUS

- 20.1 I/We hereby undertake and agree that I/we shall not at any time, whether before, during or after the time at which I am/we are a Limited Partner, apply to or petition any court for, or take any other action to commence, the winding up and/or dissolution of the Fund, save as provided in the Partnership Agreement.
- 20.2 Failure of the General Partner to exercise any right or remedy under this Commitment Agreement or any other agreement between the Fund and me/us, or otherwise, or delay by the Fund in exercising any such right or remedy, will not operate as a waiver thereof. No waiver by the Fund will be effective unless and until it is in writing and signed by the Fund.
- 20.3 I/We confirm that I/we will hold the Partnership Agreement, the Supplement this Commitment Agreement, the Plan and all other documents and information provided to me/us in relation to my/our investment in the Fund, in confidence and shall not duplicate or distribute the same or disclose, publish or reveal, or cause to be disclosed, published or revealed, their contents, in whole or in part, to any person, company, business entity or other organisation whatsoever, except to my/our professional advisers or as may be expressly permitted by the General Partner in its discretion or under compulsion of law or by request of any regulatory authority. I/We agree that I/we will at all times keep confidential and will not disclose, publish or reveal or cause to be disclosed, published or revealed, in whole or in part, to any person any information acquired at any time in respect of the Fund or any of its service providers (which shall include, without limitation, the LaSalle Administration Team) (each a “**Fund Entity**”), including, without limitation, information relating to valuations, information regarding the Fund’s investments and potential investments, financial information and trade secrets, except for information which I am/we are bound to disclose under compulsion of law or by request of any regulatory authority or to my/our professional advisers or as may be expressly permitted by the General Partner in its discretion, or otherwise to the extent that such information (i) is already in the public domain otherwise than as a result of my/our actions or (ii) was subsequently disclosed to me/us lawfully by a person who did not obtain such information (directly or indirectly) from a Fund Entity. I/We further agree not to use such information except as strictly required for the purposes of making an investment in the Fund.
- 20.4 I/We acknowledge that this Commitment Agreement shall inure to the benefit of and be binding upon each of the parties hereto, their heirs or legal representatives. If the applicant is more than one person, the

obligations of the applicant shall be joint and several and the agreements, representations, warranties and acknowledgments herein (including those made in the Appendices hereto) shall be deemed to be made by and be binding upon each such person and their respective heirs or legal representatives.

- 20.5 A person who is not a party to this Commitment Agreement has no right to enforce directly any term of this Commitment Agreement save that, subject to the Contracts (Rights of Third Parties) Act, 2014 of the Cayman Islands, as amended, modified, re-enacted or replaced, or any law having similar effect (the “**Third Party Rights Act**”), the Fund and each Indemnified Person may enforce directly any of the exculpation and indemnity provisions in this Commitment Agreement subject to and in accordance with the provisions of the Third Party Rights Act. Notwithstanding any other term of this Commitment Agreement, the consent of any person who is not a party to this Commitment Agreement (including, without limitation, any Indemnified Person) is not required for any variation of, amendment to, or release, rescission, or termination of, this Commitment Agreement.
- 20.6 I/We confirm that the LaSalle Administration Team and/or the Fund is authorised to provide copies (including any certified copies) of some or all of the information provided to the LaSalle Administration Team by me/us to certain third parties (including any bank account providers).
- 20.7 I/We acknowledge that Dechert LLP and Walkers do not represent me/us with respect to my/our investment in the Fund (including my/our decision to invest in the Fund) or the ongoing operations of the Fund, and that I/we have been advised to consult my/our own counsel. I/We further acknowledge that I/we have read and understand the disclosures in the Disclosure Appendix relating to Dechert LLP and Walkers, including the potential conflicts that may arise in connection with Dechert LLP’s and Walkers’ representation of the Fund. I/We hereby acknowledge and agree that in the event that any dispute or controversy arises between me/us and the Fund, or between me/us and the General Partner and/or any of their affiliates that Dechert LLP and/or Walkers represent, then I/we agree that Dechert LLP and/or Walkers may represent the Fund, the General Partner and/or their respective affiliates in any such dispute or controversy to the fullest extent permitted by applicable law, regulation or professional rules in the relevant jurisdictions and I/we hereby consent to such representation.

The applicant agrees to notify the General Partner and the LaSalle Administration Team promptly of any changes in the foregoing information or the information provided in the Appendices hereto which may occur prior to or following an investment in the Fund.

Distribution proceeds paid by telegraphic transfer should be made to the bank listed below:

Intermediary Bank Name:		Swift/ABA:
Beneficiary Bank Name:		Swift/ABA:
Street Address:		
City:	State/Province:	
Postal Code:	Country:	
Beneficiary Account Name:		
Beneficiary Account Number:		
IBAN Number:		
For Further Credit Account Name:		
For Further Credit Account Number:		
Currency:	Reference:	

The above banking details shall be used by default in respect of distribution proceeds. If there is a discrepancy between the payment details mentioned in any payment instructions and the banking details stated here above, the General Partner and/or the LaSalle Administration Team reserve the right to suspend the payment until the applicant provides them with evidence that the applicant named in the register of partners is the beneficiary of the account.

Applicant Information

The applicant is (tick one):

- | | |
|--|--|
| <input type="checkbox"/> Individual (over 21 years of age) | <input type="checkbox"/> Irrevocable trust (non-Employee Benefit Plan) |
| <input type="checkbox"/> Tenants in common (one individual over 21 years of age) | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Joint tenants with rights of survivorship (one individual over 21 years of age) | <input type="checkbox"/> General partnership |
| <input type="checkbox"/> Employee Benefit Plan or trust | <input type="checkbox"/> Limited partnership |
| <input type="checkbox"/> Revocable trust (non-Employee Benefit Plan) | <input type="checkbox"/> Limited liability company |
| | <input type="checkbox"/> Other: _____ |

Name of applicant

Registered address of applicant:

Taxpayer Identification Number or Social Security Number of applicant

Taxable year end of applicant

State or country of formation (for entities only)

Correspondence address of applicant (if different to registered address):

Tel: _____

Email: _____

Principal business occupation:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Commitment Agreement as a deed on

2022

Please sign and insert the names and titles of the signatories below. Use either the execution clause provided or insert your own execution clause in the space provided, as appropriate. A corporation should affix its common seal or execute under the hand of a duly authorised official who should state his representative capacity.

Name of applicant: _____

By: _____

Name:

Title:

By: _____

Name:

Title:

Signed and delivered as a deed in the presence of:

Signature of Witness

Name of Witness

This Commitment Agreement may be completed by a duly authorised signatory on behalf of the applicant. Such person represents and warrants that he/she is duly authorised to sign this Commitment Agreement on behalf of the applicant. If this Commitment Agreement is not completed to the satisfaction of the General Partner or the LaSalle Administration Team, the application may not be accepted.

The General Partner hereby accepts this Commitment Agreement on behalf of the Fund.

**LaSalle Global Employee Co-Investment GP, LLC, as
general partner of LaSalle Global Employee Co-
Investment Fund L.P. in respect of Class COSDO - C**

Dated:

Signed and delivered as a deed in the presence of:

Signature

Signature of Witness

Name: _____

Name of Witness

Title: _____

PART C
SUPPLEMENT FOR U.S. PERSONS

Notes:

- (a) The agreements, representations and warranties made by the applicant herein are also made for and on behalf of (to the fullest extent possible) the Beneficial Owner, if applicable. The term “applicant” should be construed accordingly.
- (b) Responses to this Part C will be used by the LaSalle Administration Team to assess, on behalf of the Fund, the eligibility of the prospective investors.
- (c) Please use block capitals. If the answer to any question below is “none” or “not applicable”, please so indicate.

1. **SUPPLEMENTAL DATA FOR ENTITIES**

If the applicant is a natural person, you may skip ahead to section 2. If the applicant is not a natural person, please provide the following supplemental data:

- (a) Jurisdiction of organisation: _____
- (b) Year of organisation: _____
- (c) Is the applicant a wholly-owned or majority-owned subsidiary of another entity?
☐ Yes ☐ No
- (d) Is the direct parent of the applicant a wholly-owned or majority-owned subsidiary of another entity?
☐ Yes ☐ No
- (e) Was the applicant organised for the specific purpose of investing in the Fund?
☐ Yes ☐ No

2. **NET WORTH**

What is the approximate dollar amount of the applicant’s estimated net worth (excluding the value of the applicant’s principal residence and its furnishings, and automobiles) at the time of the proposed investment in the Fund? If the applicant is a natural person, net worth may be the applicant’s joint net worth with the applicant’s spouse. ***(Note: an estimate or amount within a range may be given. A statement that the applicant’s net worth is more than 10 times with respect to entities, and 20 times with respect to individuals, the amount of the investment is also acceptable. If you would prefer to address this question in a different way, please contact the LaSalle Administration Team).***

US\$ _____

3. **ACCREDITED INVESTOR STATUS**

Each applicant must indicate that the applicant qualifies as an “accredited investor” pursuant to at least one of the following tests: ***(Please tick all categories which apply to the applicant; the value of non-dollar assets should be converted at prevailing exchange rates)***

- (a) ☐ the applicant is a *natural person* (or the grantor, in the case of a revocable grantor trust) who had an individual income in excess of US\$200,000 for each of the last two years (or joint income with the applicant’s spouse or spousal equivalent in excess of US\$300,000 in each of those years) and who reasonably expects to reach the same income level in the current year;

- (b) ☐ the applicant is a *natural person* (or the grantor, in the case of a revocable grantor trust) whose individual net worth (or whose joint net worth with the applicant's spouse or spousal equivalent) exceeds US\$1,000,000, excluding the value of the individual's primary residence;⁵
- (c) ☐ the applicant is a *natural person* (or the grantor, in the case of a revocable grantor trust) who holds in good standing a Series 7, 65 and/or 82 license and/or such other professional certification(s) or designation(s) or credential(s) from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status (please specify in the space provided):
_____;
- (d) ☐ the applicant is a *natural person* (or the grantor, in the case of a revocable grantor trust) who is a "knowledgeable employee,"⁶ as defined in Rule 3c-5(a)(4) under the 1940 Act, of the Fund;
- (e) ☐ the applicant is a corporation, a limited liability company, an organisation described in section 501(c)(3) of the Code, a Massachusetts or similar business trust, or a partnership, in each case not formed for the specific purpose of investing in the Fund and with total assets in excess of US\$5,000,000;
- (f) ☐ the applicant is a personal (non-business) trust, other than an employee benefit trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of investing in the Fund, whose purchase is directed by persons having such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective investment;
- (g) ☐ the applicant is a "family office," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, not formed for the specific purpose of investing in the Fund, with total assets under management in excess of \$5,000,000 and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- (h) ☐ the applicant is a "family client," as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in clause (g) and whose prospective investment in the Fund is directed by such family office by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- (i) ☐ the applicant is an entity, of a type not listed in clauses (e) - (f) or (j), in each case not formed for the specific purpose of investing in the Fund, with total Investments (as defined under the 1940 Act and described in Appendix 3 below) in excess of US\$5,000,000; or
- (j) ☐ the applicant is an entity in which *all* of the equity owners are "accredited investors".

4. QUALIFIED PURCHASER / KNOWLEDGEABLE EMPLOYEE STATUS

Each applicant must indicate that the applicant qualifies as either (1) a "qualified purchaser" as defined in Section 2(a)(51) of the 1940 Act and the rules thereunder, or (2) a "knowledgeable employee" as defined in Rule 3c-5 under the 1940 Act

5 In calculating net worth, indebtedness secured by the person's primary residence, up to the fair market value of the primary residence at the date of this document, shall not be included as a liability (except that if the amount of such indebtedness exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability).

6 An individual person is a "knowledgeable employee" if such person is: (1) an executive officer (meaning the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions.), director, trustee, general partner, advisory board member, or person serving in a similar capacity of the investment manager or other affiliate of the Fund that manages, directly or indirectly, the investment activities of the general partner of the Fund; or (2) an employee of the investment manager, general partner or other affiliated management company of the Fund (other than an employee performing solely clerical, secretarial or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of such Person, the Fund or investment companies the investment activities of which are managed by the investment manager, general partner or such other management affiliate, provided that such employee has been performing such functions and duties for or on behalf of such Persons or substantially similar functions or duties for or on behalf of another Person for at least 12 months.

pursuant to at least one of the following tests: *(Please tick all categories which apply to the applicant; the value of non-dollar assets should be converted at prevailing exchange rates)*

- (a) ☐ a natural person (including any person who will hold a joint, community property, or other similar shared ownership interest in the Fund with that person's qualified purchaser spouse) who owns at least US\$5,000,000 in Investments (as defined for the purposes of this section below);
- (b) ☐ a company⁷ that owns at least US\$5,000,000 in Investments⁸ and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organisations, or trusts established by or for the benefit of such persons ("Family Company");
- (c) ☐ a trust that is not covered by (b) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other persons authorised to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in (a), (b) or (d);
- (d) ☐ a person (including a company), acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than US\$25,000,000 in Investments;
- (e) ☐ a "Qualified Institutional Buyer" as defined in rule 144A under the 1933 Act (as that term is modified by the limitations imposed thereon by rule 2a51-1(g)(1) under the 1940 Act); or
- (f) ☐ a company regardless of the amount of its Investments, each of the beneficial owners of which is a person described in (a), (b), (c), (d) or (e); or
- (g) ☐ a "knowledgeable employee" of the Fund, as such term is defined in Rule 3c-5 of the 1940 Act and described in footnote 6 above.

⁷ For the purposes of this Section 4, "company" includes a corporation, a partnership, an association, a joint stock company, a trust or a fund. In order to be a "qualified purchaser" any company that both: (a) would, but for an exception provided in sections 3(c)(1) or 3(c)(7) of the 1940 Act, be an investment company; and (b) was in existence prior to 1 May 1996, must have complied with the consent provisions of section 2(a)(51)(C) of the 1940 Act.

⁸ Please refer to the definition of "Investments" in Appendix 3.

The undersigned agrees to notify the General Partner promptly of any changes in the foregoing information which may occur prior to or following an investment in the Fund.

This Supplement for U.S. Persons may be completed by a duly authorised agent on behalf of the applicant. Such person represents and warrants that he is duly authorised to sign this form and declaration on behalf of the applicant. If this form is not completed to the satisfaction of the General Partner or the LaSalle Administration Team, the application may not be accepted.

Signed for and on behalf of the applicant:

Signature

Name: _____

Title: _____

Signature

Name: _____

Title: _____

APPENDIX 1

TAX INFORMATION EXCHANGE SELF-CERTIFICATION FORMS

To be completed by all applicants

Please complete the Entity Self-Certification Form (at Section A below) or the Individual Self-Certification Form (at Section B below) as appropriate.

Section A

Entity Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please refer to accompanying guidelines for completion or contact your tax advisor.

PART I: General

Section 1: Account Holder Identification

Legal Name of Entity/Branch

Country of
incorporation/organisation

Current Residence or Registered Address:

Number & Street

City/Town

State/Province/County

Post Code

Country

Mailing address (if different from above):

Number & Street

City/Town

State/Province/County

Post Code

Country

PART II: US IGA

Section 2: U.S. Persons

Please tick and complete as appropriate.

- (a) ☐ ☐ The entity is a ***Specified U.S. Person*** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

- (b) ☐ ☐ The entity is a U.S. Person that is not a Specified U.S. Person.

Indicate exemption⁹

If the entity is not a U.S. person, please complete Section 3.

Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a U.S. Person

- 3.1** If the entity is a ***Registered Foreign Financial Institution***, please tick one of the below categories, and provide the entity's *FATCA GIIN* at 3.1.1.

- (a) ☐ ☐ Reporting Model 1 FFI
- (b) ☐ Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)
- (c) ☐ ☐ Reporting Model 2 FFI
- (d) ☐ ☐ Participating Foreign Financial Institution

3.1.1 Please provide your *Global Intermediary Identification number (GIIN)*:

(if registration in progress indicate so)

- 3.2** If the entity is a ***Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN***, please complete one of the below categories:

- (a) ☐ ☐ The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):
- i. ☐ ☐ has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

⁹ Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Cont.

- ii. ☐ ☐ Its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

Sponsored Entity's GIIN:

- (b) ☐ ☐ The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.

Trustee's Name:

Trustee's GIIN:

- (c) ☐ ☐ The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).

Indicate exemption:

- (d) ☐ ☐ The Entity is a Non-Participating Foreign Financial Institution

3.3 If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

- (a) ☐ ☐ The Entity is an **Exempt Beneficial Owner**.¹⁰

Indicate status:

- (b) ☐ ☐ The Entity is an **Active Non-Financial Foreign Entity**.¹¹ Indicate qualifying criteria (see Exhibit A):

- (c) ☐ ☐ The Entity is a **Direct Reporting NFFE**.¹² Please provide the Entity's GIIN.

Direct Reporting NFFE's
GIIN:

- (d) ☐ ☐ The Entity is a **Sponsored Direct Reporting NFFE**.¹³ Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

Sponsored Entity's GIIN:

- (e) ☐ ☐ The Entity is a **Passive Non-Financial Foreign Entity**.¹⁴

¹⁰ “Exempt Beneficial Owner” means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

¹¹ See definition of *Active Non-Financial Foreign Entity* in Exhibit A

¹² See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

¹³ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

¹⁴ See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

If you have ticked 3.3(e) *Passive Non-Financial Foreign Entity*, please complete either i. OR ii. below

- i. Indicate the full name, address, and tax reference type and number of any *Substantial U.S. Owners*.

If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.¹⁵

Note: The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

Full Name	Full residence address	Tax reference type and number

OR

- ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the following:

Please indicate the name of any *Controlling Person(s)*¹⁶:

Full Name of any Controlling Person(s)

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

¹⁵ See definition of *Substantial U.S. Owner(s)* in Exhibit A.

¹⁶ See definition of *Controlling Person(s)* in Exhibit A.

PART III: Common Reporting Standard

Section 4: Declaration of All Tax Residency (repeat any residences indicated in Part II, Section 2 (US))

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

If applicable, please specify the reason for non-availability of a tax reference number:

Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 ☐ If the entity is a *Financial Institution*¹⁷, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below¹⁸:

- (a) ☐ Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction¹⁹ under CRS, proceed to 5.1 (c)).

OR

¹⁷ See definition of *Financial Institution* in Exhibit B.

¹⁸ Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used.

¹⁹ See definition of *Non-Participating Jurisdiction* in Exhibit B.

- (b) ☐ ☐ Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below:

☐ ☐ Governmental Entity

☐ ☐ International Organization

☐ ☐ Central Bank

☐ ☐ Broad Participation Retirement Fund

☐ ☐ Narrow Participation Retirement Fund

☐ ☐ Pension Fund of a Governmental Entity, International Organization, or Central Bank

☐ ☐ Exempt Collective Investment Vehicle

☐ ☐ Trust whose trustee reports all required information with respect to all CRS Reportable Accounts

☐ ☐ Qualified Credit Card Issuer

☐ ☐ Other Entity defined under the domestic law as low risk of being used to evade tax.

Specify the type provided in the domestic law: _____

OR

- (c) ☐ ☐ Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

i. ☐ ☐ Investment Entity managed by another Financial Institution²⁰ where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.

ii. ☐ ☐ Investment Entity managed by another Financial Institution (other than i. above)

Note: If you are either:

(a) ☐ ☐ a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR

(b) ☐ ☐ a pension fund established as a trust,

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime²¹ in relation to the Account Holder and its Controlling Persons, no further information is required.

If you have ticked the box for 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the *Controlling Person(s)* in the table below.

Full Name of any Controlling Person(s).
<i>Please see definition in Exhibit B.</i>
<i>(This table must not be left blank unless exemption (a) or (b) above applies)</i>

²⁰ The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B.

²¹ Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

Please also complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

- iii. ☐ ☐ Other Investment Entity (other than i. or ii. above); OR
- iv. ☐ ☐ Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company.

5.2 ☐ ☐ If the entity is an *Active Non-Financial Entity* (“NFE”) please tick this box and specify the type of Active NFE below:

- (a) ☐ Corporation that is regularly traded or a related entity of a regularly traded corporation.
Provide the name of the stock exchange where traded: _____

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation: _____

- (b) ☐ Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing; OR
- (c) ☐ Other Active Non-Financial Entity.²² Indicate qualifying criteria (see Exhibit B): _____

5.3 ☐ ☐ If the entity is a *Passive Non-Financial Entity* please tick this box.²³

If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Exhibit B.

Full Name of any Controlling Person(s)	(must not be left blank)

Please complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

²² See definition of *Active Non-Financial Entity* in Exhibit B.

²³ Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

Entity Declaration and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

Authorised Signature: _____

Position/Title: _____

Date (dd/mm/yyyy): / /

Authorised Signature: _____

Position/Title: _____

Date (dd/mm/yyyy): / /

PART IV: Controlling Persons

(please complete for each Controlling Person who is a natural person)

Section 6 – Identification of a Controlling Person

6.1 Name of Controlling Person:

Family Name or Surname(s):

First or Given Name:

Middle Name(s):

6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

6.3 Mailing Address: (please complete if different from 6.2)

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

6.4 Date of birth²⁴ (dd/mm/yyyy)

6.5 Place of birth²⁵

Town or City of Birth

Country of Birth

6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person

Legal name of Entity 1

Legal name of Entity 2

²⁴ The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

²⁵ The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

Legal name of **Entity 3**

Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person’s TIN for each jurisdiction indicated;²⁶ and,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete **Section 10 “Type of Controlling Person”**.

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

	Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1			
2			
3			

If applicable, please specify the reason for non-availability of a tax reference number:

²⁶ The Controlling Person’s TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – <i>control by ownership</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Controlling Person of a legal person – <i>control by other means</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Controlling Person of a legal person – <i>senior managing official</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Controlling Person of a trust – <i>settlor</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Controlling Person of a trust – <i>trustee</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Controlling Person of a trust – <i>protector</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Controlling Person of a trust – <i>beneficiary</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Controlling Person of a trust – <i>other</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Controlling Person Declaration and Undertakings

- ☐ I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which I/the Controlling Person may be tax resident pursuant to international agreements to exchange financial account information.
- ☐ I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.
- ☐ **I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**
- ☐ I acknowledge that it is an offence to make a self-certification that is false in a material particular.
- ☐ I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

Signature:

Print name:

Date (dd/mm/yyyy):

/ /

Note: If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

Capacity:

EXHIBIT A
US IGA DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term “Financial Institution” does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Foreign Entity means any NFFE which is a Non U.S. entity that meets any of the following criteria:

- (a) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (i) The NFFE is an “excepted NFFE” as described in relevant U.S. Treasury Regulations; or
- (j) The NFFE meets all of the following requirements:
 - i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
 - ii) It is exempt from income tax in its country of residence;
 - iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) The applicable laws of the Entity’s country of residence or the Entity’s formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
 - v) The applicable laws of the Entity’s country of residence or the Entity’s formation documents require that, upon the Entity’s liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity’s jurisdiction of residence or any political subdivision thereof.

Code means the U.S Internal Revenue Code of 1986, as amended.

Controlling Person means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term ‘Controlling Persons’ shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations (“FATF”).

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons²⁷:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest²⁸ in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Entity means a legal person or a legal arrangement such as a trust.

Exempt Beneficial Owners under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity’s gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity’s gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of “financial institution” in the Financial Action Task Force Recommendations; and
- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

NFFE means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

Non-U.S. Entity means an Entity that is not a U.S. Person.

Passive Non-Financial Foreign Entity means any NFFE that is not an Active Non-Financial Foreign Entity.

Related Entity An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

Specified U.S. Person means a U.S. Person other than:

²⁷ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

²⁸ A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the “Code”) or certain individual retirement plans defined in section 7701(a)(37) of the Code;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;
- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code.

Substantial U.S. Owner (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);
- (b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (c) In the case of a trust—
 - i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and
 - ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

U.S. Person means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

EXHIBIT B
CRS DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Entity means any NFE that meets any of the following criteria:

- a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- h) the NFE meets all of the following requirements:
 - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - ii) it is exempt from income tax in its jurisdiction of residence;
 - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
 - v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

Controlling Person means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term ‘Controlling Persons’ shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations (“FATF”).

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons²⁹:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest³⁰ in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity’s gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity’s gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity:
 - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
 - i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii) individual and collective portfolio management; or
 - iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
 - (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity’s gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity’s gross income attributable to the relevant activities equals or exceeds 50% of the entity’s gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term “Investment Entity” does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of “financial institution” in the Financial Action Task Force Recommendations; and

- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

²⁹ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

³⁰ A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations (as amended) which implement the FATF Recommendations in the Cayman Islands.

Non-Financial Entity or **NFE** means any Entity that is not a Financial Institution.

Non-Participating Jurisdiction means a jurisdiction that is not a Participating Jurisdiction.

Non-Reporting Financial Institution means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

Participating Jurisdiction means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

Participating Jurisdiction Financial Institution means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

Passive Non-Financial Entity means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

Related Entity means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

Section B

Individual Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

Section 1: Account Holder Identification

/ /

Account Holder Name	Date of Birth (dd/mm/yyyy)	Place and Country of Birth
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Permanent Residence Address:

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
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Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
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Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

Please tick either (a) **or** (b) **or** (c) and complete as appropriate.

(a) ☐ confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

(b) ☐ confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

(c) ☐ confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

Section 3: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

Section 4: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

Signature: _____

Date (dd/mm/yyyy): / /

APPENDIX 2

IRS WITHHOLDING TAX FORMS

Anyone subscribing for an Interest in the Fund is required to submit appropriate tax certifications under penalties of perjury. Please carefully review the instructions accompanying the IRS Form(s) that the Investor is completing. The Fund will not consider an IRS Form complete unless the Investor has submitted all statements, certifications or other documents required by the applicable IRS Form(s). Please note that Investors may be required to provide updated tax forms (and certain other information from time to time).

The most recent versions of the relevant IRS Forms and their instructions are located at the IRS website at <http://www.irs.gov>, and are listed below. Investors should contact their own tax advisors on how to complete such forms and any attachments.

IRS Form W-9

Form: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>

IRS Form W-8BEN-E (Form for Entities)

Form: <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>

IRS Form W-8BEN (Form for Individuals)

Form: <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>

IRS Form W-8ECI

Form: <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>

IRS Form W-8EXP

Form: <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>

IRS Form W-8IMY

Form: <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

APPENDIX 3

CERTAIN U.S. DEFINITIONS

Benefit Plan Investor

“**Benefit Plan Investor**” is used as defined in U.S. Department of Labor (“DOL”) Regulation 29 C.F.R. §2510.3-101 (as modified by Section 3(42) of ERISA, the “Plan Assets Regulation”) and includes (i) any “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Part 4, Subtitle B of Title I of ERISA; (ii) any “plan” to which Section 4975 of the Code applies (which includes a trust described in Section 401(a) of the Code that is exempt from tax under Code Section 501(a), a plan described in Section 403(a) of the Code, an individual retirement account or annuity described in Section 408 or 408A of the Code, a medical savings account described in Section 220(d) of the Code, a health savings account described in Section 223(d) of the Code and an education savings account described in Section 530 of the Code); and (iii) any entity whose underlying assets include plan assets by reason of a plan’s investment in the entity (generally because 25 per cent. or more of the value of any class of equity interests in the entity is owned by plans). An entity described in (iii) immediately above will be considered to hold plan assets only to the extent of the percentage of the equity interests in the entity held by Benefit Plan Investors. Benefit Plan Investors also include that portion of any insurance company’s general account assets that are considered “plan assets” and (except if the entity is an investment company registered under the 1940 Act) also include assets of any insurance company separate account or bank common or collective trust in which plans invest.

Disqualifying Event

Each of the enumerated instances below is a “**Disqualifying Event**” for the purposes of the applicant’s response to Section 3.12 of the Commitment Agreement. The applicant has been subject to a Disqualifying Event if the applicant:

- (a) has been convicted within ten years of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the “SEC”) or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (b) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the Applicant from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (c) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that (i) as of the date hereof, bars the Applicant from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;
- (d) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Advisers Act that as of the date hereof (i) suspends or revokes the Applicant’s registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the Applicant or (iii) bars the Applicant from being associated with any entity or from participating in the offering of any penny stock;
- (e) is subject to any order of the SEC entered within five years of the date hereof that presently orders the Applicant to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;
- (f) is, as of the date hereof, suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

- (g) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years of the date hereof, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is presently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or
- (h) is subject to a United States Postal Service false representation order entered within five years of the date hereof or is presently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

Investments

For the purposes of determining “*accredited investor*” and “*qualified purchaser*” status in Questions 3 and 4 of Part C, the term “*Investments*” means all of the following:

- 1 Securities (as defined by section 2(a)(1) of the 1933 Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the applicant, unless the issuer of such securities is any of the following:
 - (a) an investment company, a company that would be an investment company under the 1940 Act but for the exclusions provided by sections 3(c)(1) through 3(c)(9) of the 1940 Act or the exemptions provided by rules 3a-6 or 3a-7 thereunder, or a commodity pool;
 - (b) a company that files reports pursuant to section 13 or section 15(d) of the U.S. Securities Exchange Act of 1934, as amended, or that has a class of securities that is listed on a “designated offshore securities market” as that term is defined by Regulation S under the 1933 Act; or
 - (c) a company with shareholders’ equity of not less than US\$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company’s most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the applicant invests in the Fund.
- 2 Real estate held for “Investment Purposes”, as defined below.
- 3 “Commodity Interests” held for Investment Purposes. “Commodity Interests” means commodity futures contracts, options on commodity futures contracts and options on physical commodities traded on or subject to the rules of:
 - (a) any contract market designated for trading such transactions under the U.S. Commodity Exchange Act (“CEA”) and the rules thereunder; or
 - (b) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the CEA.
- 4 “Physical Commodities” held for Investment Purposes. “Physical Commodity” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in (3)(a) or (b) immediately above.
- 5 To the extent not securities, “Financial Contracts” entered into for Investment Purposes. “Financial Contracts” means any arrangement that:
 - (a) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap or repurchase or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
 - (b) is in respect of securities, commodities, currencies, interest or other rates, other measures of value or any other financial or economic interest similar in purpose or function to any of the foregoing; and
 - (c) is entered into in response to a request from a counterparty for a quotation or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

- 6 If the applicant is a company that would be an investment company but for one of the exclusions provided by section 3(c)(1) or section 3(c)(7) of the 1940 Act, or a commodity pool, any amounts payable to the applicant pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the applicant upon demand of the applicant.
- 7 Cash and cash equivalents (including foreign currencies) held for Investment Purposes, including:
- (a) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for Investment Purposes; and
 - (b) the net cash surrender value of an insurance policy.

Investment Purposes. For purposes of determining if something is held for “Investment Purposes” under the definition of “Investments”, the following applies: Real estate is not considered to be held for Investment Purposes by an applicant if it is used by such applicant or a Related Person, as described below, for personal purposes or as a place of business or in connection with the conduct of the trade or business of such applicant or a Related Person, but real estate owned by an applicant who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for Investment Purposes. Residential real estate is not deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by section 280A of the Code. A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by an applicant who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for Investment Purposes.

Related Person. The term “Related Person” means a person who is related to the applicant as a sibling, spouse or former spouse or is a direct lineal descendant or ancestor by birth or adoption of the applicant or is a spouse of such descendant or ancestor but, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner.

Valuation. For the purposes of determining whether an applicant is a qualified purchaser, the aggregate amount of Investments owned and invested on a discretionary basis by the applicant shall be the Investments’ fair market value on the most recent practicable date or their cost but, in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and, in each case, certain deductions (described below) from the amount of Investments owned by the applicant must be made. In determining whether any person is a qualified purchaser there is deducted from the amount of such person’s Investments the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investments owned by such person. In determining whether a Family Company is a qualified purchaser, additionally there shall be deducted from the value of such Family Company’s Investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such Investments.

Joint Investments. In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s Investments any Investments held jointly with such person’s spouse, or Investments in which such person shares with such person’s spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Fund are qualified purchasers, there may be included in the amount of each spouse’s Investments any Investments owned by the other spouse (whether or not such Investments are held jointly). In each case, the amount of any such Investments shall be reduced by any deductions specified above (under “Valuation”) with respect to each spouse.

Investments by Subsidiaries. For purposes of determining the amount of Investments owned by a company under the second (d) of Question 4 in the Supplement for U.S. Persons, there may be included Investments owned by majority-owned subsidiaries of the company and Investments owned by a company (“Parent Company”) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

Certain Retirement Plans and Trusts. In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s Investments any Investments held in an individual retirement account or similar account the Investments of which are directed by and held for the benefit of such person.

U.S. Holder

“**U.S. Holder**” means a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organised in, or under the laws of,

the United States or any state thereof (including the District of Columbia); any other partnership that is treated as a U.S. Holder under U.S. Treasury Department regulations; any estate, the income of which is subject to U.S. income taxation regardless of source; and any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Holders.

U.S. Person

A “**U.S. Person**” is a person who is either: (i) a person included in the definition of “U.S. person” under Rule 902 of Regulation S under the U.S. Securities Act of 1933 (“1933 Act”); or (ii) a person excluded from the definition of a “Non-United States person” as used in CFTC Rule 4.7. For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if he or it does not satisfy any of the definitions of “U.S. person” in Rule 902 and qualifies as a “Non-United States person” under CFTC Rule 4.7.

“U.S. person” under Rule 902 includes the following:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a non-U.S. entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
 - (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and
 - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, “U.S. person” under Rule 902 does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person, if (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate, and (B) the estate is governed by non-U.S. law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the United States if (A) the agency or branch operates for valid business reasons, and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) certain international organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act, including their agencies, affiliates and pension plans.

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered “Non-United States persons”:

- (a) a natural person who is not a resident of the United States or an enclave of the U.S. government, its agencies or instrumentalities;
- (b) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction;
- (c) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (d) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate

less than ten per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States persons; and

- (e) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

APPENDIX 4

PRIVACY NOTICE

The Fund is an exempted limited partnership created under the laws of the Cayman Islands. Any reference to the Fund shall, where applicable, include LaSalle Global Employee Co-Investment GP, LLC (the “**General Partner**”) solely in its capacity of general partner thereof.

The purpose of this document is to provide you with information on the Fund’s use of your personal data in accordance with the Cayman Islands Data Protection Act, 2017, in respect of any EU data subjects, the EU General Data Protection Regulation and in respect of any Hong Kong data subjects, the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (together, the “**Data Protection Legislation**”).

If you are an individual investor, this will affect you directly. If you are an institutional investor that provides us with personal data on individuals connected to you for any reason in relation to your investment with us, this will be relevant for those individuals and you should transmit this document to such individuals or otherwise advise them of its content.

Your personal data will be processed by the Fund, and by persons engaged by the Fund. Under the Data Protection Legislation, you have rights, and the Fund has obligations, with respect to your personal data. The purpose of this notice is to explain how and why the Fund, and persons engaged by the Fund, will use, store, share and otherwise process your personal data. This notice also sets out your rights under the Data Protection Legislation, and how you may exercise them.

Your personal data

By virtue of making an investment in the Fund (including the initial application and ongoing interactions with the Fund and persons engaged by the Fund) or by virtue of you otherwise providing us with personal information on individuals connected with you as an investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

In particular, you will provide us with personal information within the forms and any associated documentation that you complete when subscribing for interests; when you provide it to us or our service providers in correspondence and conversations (including by email); when you make transactions with respect to the Fund; and when you provide remittance instructions. Provision of your personal data is voluntary; however, failure to supply personal data may result in us or our service providers being unable to accept or process your subscription in the Fund or to provide the related services in connection with your subscription in the Fund and/or as limited partner of the Fund.

We may also obtain personal data on you from other publicly accessible directories and sources. These may include websites; bankruptcy registers; tax authorities; governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations; credit reference agencies; sanctions screening databases; and fraud prevention and detection agencies and organisations, including law enforcement.

This includes information relating to you and/or any individuals connected with you as an investor in the Fund such as: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, and source of funds details and details relating to your investment activity.

How the Fund may use your personal data

The Fund, as the data controller, may collect, store and use your personal data for purposes including the following.

The processing is necessary for the performance of a contract, including:

- administering or managing the Fund;
- processing your subscription and investment in the Fund, such as entering your information in the register of partners;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Fund; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and the Fund.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking investor due diligence including anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- sanctions screening and complying with applicable sanctions and embargo legislation;

- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers; and
- preventing and detecting fraud.

In pursuance of our legitimate interests, or those of a third party to whom your personal data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Fund;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes;
- providing you with, and informing you about investment products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures;
- protecting the Fund against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Fund or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems.

We will only process your personal data in pursuance of our legitimate interests where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

The Fund will continue to be a data controller even though it may engage other third parties to perform certain activities on the Fund's behalf.

Sharing your personal data

We may share your personal data with our affiliates and delegates. In certain circumstances we may be legally obliged to share your personal data and other financial information with respect to your interest in the Fund with relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities and other applicable regulatory authorities.

The Fund's affiliates and delegates may process your personal data on the Fund's behalf, including with our banks, accountants, auditors and lawyers which may be data controllers in their own right. The Fund's services providers are generally processors acting on the instructions of the Fund. Additionally, a service provider may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (for example, to comply with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction). The service provider, in respect of this specific use of personal data, may be deemed to be acting as a data controller.

In exceptional circumstances, we will share your personal data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened) in any country or territory.

Sending your personal data internationally

Due to the international nature of our business, your personal data may be transferred to jurisdictions that do not offer equivalent protection of personal data as under the Data Protection Legislation. In such cases, we will process personal data or procure that it be processed in accordance with the requirements of the Data Protection Legislation, which may include having appropriate contractual undertakings in legal agreements with service providers who process personal data on our behalf.

Retention and deletion of your personal data

We will keep your personal data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your personal data throughout the lifecycle of the investment you are involved in. Some personal data will be retained after your relationship with us ends. We expect to delete your personal data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your personal data.

Automated decision-making

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your personal data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable requirements under the Data Protection Legislation.

Your rights

You have certain data protection rights, including the right to:

- be informed as to whether we hold any of your personal data;
- be informed about the purposes for which your personal data are processed;
- access your personal data;
- be informed as to our policies and practices in relation to personal data and the kinds of personal data held by us;
- stop direct marketing;
- restrict the processing of your personal data;
- have incomplete or inaccurate personal data corrected;
- ask us to stop processing your personal data;
- be informed of a personal data breach (unless the breach is unlikely to be prejudicial to you);
- complain to the Data Protection Ombudsman; and
- require us to delete your personal data in some limited circumstances.

Requests for access to or correction of personal data or for information concerning any of our policies and practices on personal data are to be addressed in writing to the Data Protection Officer. Please be noted that we have the right to charge a reasonable fee for the processing of any data access request.

Contact us

We are committed to processing your personal data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the personal data we hold about you, marking your communication “Data Protection Enquiry” to the Data Protection Officer at the email listed below.

The Data Protection Officer
Email: investorservices@lasalle.com

Supplement – Direct Marketing Confirmation for Hong Kong Investors

Use and Provision of Personal Data for Use in Direct Marketing

The Fund and/or the General Partner (collectively, the “**Data Users**”) may, from time to time, (a) use your personal data in direct marketing, and (b) provide your personal data to companies that perform marketing services on its behalf (“**Transferred Data Users**”) for their use in direct marketing, in each case, of the following products and services:

- collective investment schemes managed, advised, distributed or promoted by any of them;
- asset management, investment advisory, wealth management or any other investment related services;
- other investment opportunities; and
- any other financial or investment products or services.

The provision by the Data Users of your personal data to the Transferred Data Users is for gain.

Your personal data supplied in the Subscription Document or provided in connection with an investor’s subscription or otherwise provided from time to time may include your name, address, identification document or passport numbers, telephone numbers, facsimile numbers, e-mail address and other contact details and information (including information that can be obtained by any documentation provided) which may be used in direct marketing or provided to the Transferred Data Users for their use in direct marketing.

We may not use or provide your personal data to the Transferred Data Users for use by them in direct marketing unless we have received your written consent for such use or provision, such written consent shall be evidenced by you signing the confirmation below and that you have not indicated your objection by ticking the boxes below.

We will inform you when using your personal data in direct marketing for the first time.

You may, at any time and without charge, request that we cease to use or provide your personal data to the Transferred Data Users for their use in direct marketing and to notify the Transferred Data Users to cease to use your personal data in direct marketing, by writing to us at the following email address:-

The Data Protection Officer
Email: investorservices@lasalle.com

Please tick (“✓”) the boxes below (as appropriate):

- ☐ I object to the use of my/our personal data by any of the Data Users for direct marketing as set out above.
- ☐ I object to the transfer of my/our personal data to the Transferred Data Users for their use in direct marketing as set out above.

Signature of individual: _____
Name of individual: _____
Date: _____

APPENDIX 5

DISCLOSURE APPENDIX

IMPORTANT NOTICE TO PERSONS IN THE UNITED STATES

The limited partnership interests (“**Interests**”) in LaSalle Global Employee Co-Investment Fund L.P. (the “**Fund**”) are not available for investment by any Benefit Plan Investors, as such term is defined in U.S. Department of Labor Regulation 29 C.F.R. §2510.3-101, as modified by Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended, (“**ERISA**”). The Interests have not been, nor will they be, registered under the U.S. Securities Act of 1933, as amended (the “**1933 Act**”), or qualified under any applicable state statutes and may not be offered, sold or transferred in the United States (including its territories and possessions) or to or for the direct or indirect benefit of any U.S. Person (as that term is defined herein), except pursuant to registration or an exemption. The Fund has not been, nor will it be, registered under the U.S. Investment Company Act of 1940, as amended (the “**1940 Act**”), and investors will not be entitled to the benefits of such registration. Pursuant to an exemption from registration under the 1933 Act and the exception from the characterisation of the Fund as an investment company found in Section 3(c)(7) of the 1940 Act, the Fund may make a private placement of Interests to a limited category of U.S. Persons. An Interest will only be available for purchase by U.S. Persons who are both (i) an “accredited investor”, as defined in Rule 501(a) of Regulation D under the 1933 Act, and (ii) either a “qualified purchaser” as defined in Section 2(a)(51) of the 1940 Act and the rules thereunder or a “knowledgeable employee” as defined in Rule 3c-5 under the 1940 Act. Interests have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission or other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of the Fund’s offering materials. Any representation to the contrary is unlawful.

Interests are subject to restrictions on transferability and resale and may not be transferred or resold in the United States or to or for the benefit of any U.S. Person except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom. Each person subscribing for an Interest must agree that the General Partner may reject, accept or condition any proposed transfer, assignment or exchange of those Interests. All investors in the Fund have limited withdrawal rights and such rights may be suspended under the circumstances described in the Partnership Agreement and Supplement.