



SQN Investment Advisors, LLC
TRANSFER AND ASSIGNMENT OF OWNERSHIP FORM

Instructions

All pages must be completed for instructions to be acceptable and valid:

Transferor/Current Owner: Complete and Sign Page 3, Section 1-5

Transferee/New Owner: Complete and Sign Pages 4-5, Section 1-6

Medallion Signature Guarantee is required.

Additional documents required:

- Trust - Include copy of trust or trust certification (including legal name of trust, authorized trustees, and authority)
- Corporation (C-Corp, S-Corp, LLC) - Include copy of corporate resolution
- Partnership - Include copy of Partnership Agreement

Please complete this form and mail or fax to:

Regular mail:

SQN Investment Advisors

c/o DST Systems, Inc.

PO Box 219228

Kansas City, MO 64121-9228

Overnight Delivery:

SQN Investment Advisors

c/o DST Systems, Inc.

430 W 7th STE 219228

Kansas City, MO 64105-1407

Should you have any questions, please call SQN Investor Relations at (844) 696-0468.



**STANDARD TRANSFER AND ASSIGNMENT OF OWNERSHIP FORM
TO BE COMPLETED BY TRANSFEROR/CURRENT OWNER AND TRANSFEREE/NEW OWNER**

Transferee and Transferor hereby represents and warrants to the SQN Asset Income Fund V, L.P., (aka COMPANY)

1. Transferee has received a copy of the Company's Prospectus as amended and supplemented through the date hereof (the "Prospectus"), and hereby acknowledges that the Company's annual reports on Form 10-K and quarterly reports on Form 10-Q are available at www.sec.gov.
2. Transferee is acquiring the limited partnership units (the "Units") Units for his/her own account or for the account or benefit of a member or members of his immediate family or in a fiduciary capacity for the account of another entity and not otherwise as an agent for another.
3. Transferee is a U.S Citizen.
4. Transferee has (a) a net worth (exclusive of home, home furnishings and automobiles) of \$250,000 or more; or (b) a net worth (as described above) of at least \$70,000 and a minimum of \$70,000 annual gross income; or (c) that Transferee meets the higher suitability requirements imposed by the state of Transferee's primary residence as set forth in the Prospectus under "INVESTOR SUITABILITY" and that Transferee otherwise meets the applicable standards set forth in the Prospectus as they pertain to the state of Transferee's primary residence. Does not apply to Transferees acquiring Units by operations of law.
5. Transferee understands that the ability to assign and transfer the Units will be governed by the Limited Partnership Agreement ("LPA") of the Company, as the same may be amended and/or restated, and all applicable laws as described in the Prospectus, and Transferee has reached the age of majority in his state of residence, and has no need for liquidity in this investment. Transferee further acknowledges that there is no current public trading market for the Units and, accordingly, that this investment in the Units is not liquid.
6. Transferee understands that the Units are subject to transfer restrictions that prevent any future transferee from acquiring any Units that would cause such future transferee to own, directly or indirectly, either: (a) in excess of 9.9% of the Company's outstanding common stock; or (b) a number of Units that would cause 50% or more of the Company's outstanding common stock to be held by five or fewer persons and that the Transferee has not acquired the Units in violation of these restrictions.
7. Transferor and Transferee acknowledge and understand that (a) without prior approval of the Company, no transfer or assignment may be made of a fractional Share and no transfer or assignment may be made if, as a result of such transfer, the Transferor (other than one transferring all of his Units) or the Transferee will own fewer than the minimum number of Units required to be purchased as described in the Prospectus (b) if the Transferee is a California resident, Transferee may not consummate a sale or transfer of his Units, or any interest therein, or receive any consideration therefore, without the prior written consent of the Commissioner of Corporations of the State of California, except as permitted in the Commissioner's Rules, and Transferee understands that his Units, or any document evidencing his Units, will bear a legend reflecting the substance of the foregoing understanding; and (c) if Transferee's acquisition of Units would cause Transferee's total investment in the Company to exceed 5% of the total outstanding Units of the Company, Transferee will be required to make certain filings with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act").
8. Transferee acknowledges that unless Transferee is purchasing the Units from the Company or is receiving the Units through a non-cash transaction, not in the secondary market, Transferee will not be eligible to have the Units being transferred and assigned hereunder redeemed by the Company pursuant to its share redemption program.
9. If Transferee is acquiring the Units transferred hereby in a fiduciary capacity, the representations and warranties shall be deemed to have been made on behalf of the person or persons for whom Transferee is so acquiring.
10. In the case of acquisitions of Units by fiduciary accounts (except in California), the above representations and warranties shall be deemed to have been made by the fiduciary account or, in the case of purchases of Units by fiduciary accounts by the person who directly or indirectly supplies the funds if such person is the fiduciary. In the case of acquisitions of Units by fiduciary accounts in California, the above representations and warranties shall be deemed to have been made by the beneficiary of the account or, in those instances where the Units are purchased and the fiduciary directly or indirectly supplies the funds, by the fiduciary. In addition, if the undersigned Transferee is a partnership, trustee, custodian or joint owner, the undersigned Transferee acknowledges that the aforesaid net worth and income standards apply in the manner set forth in the Prospectus.
11. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to indemnify and hold harmless the Company from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorneys fees and expenses) due to, or arising out of, a breach of representation or warranty of Transferee contained in this Transfer and Assignment. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by Transferee, Transferee does not thereby or in any other manner waive any rights granted to him under federal or state securities law.
12. Transferor hereby constitutes and appoints SQN AIF V GP, LLC (the "General Partner") as Transferor's attorney in fact, to transfer the Units on the books and records of the Company to Transferee with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and coupled with an interest, and (b) is irrevocable and shall survive Transferee's death, dissolution or disability.
13. Transferee understands that pursuant to the LPA, the General Partner possesses the authority to reject any transfer that violates the terms of the Prospectus, the LPA, or federal or state securities law.



TRANSFER AND ASSIGNMENT OF OWNERSHIP FORM
TO BE COMPLETED BY TRANSFEROR/CURRENT OWNER (see attached instructions)

1. NAME OF FUND

Current Account Number

2. TRANSFEROR/CURRENT OWNER INFORMATION (if Custodial, provide beneficial owner information in Section 2 and Custodial information in Section 3)

Name of Transferor/Current Owner

Name of Joint Transferor/Current Owner

Street Address

City

State

Zip Code

Social Security/Taxpayer ID #

Date of Birth (MM/DD/YYYY)

Daytime Phone

Evening Phone

3. CUSTODIAN INFORMATION (complete if IRA, ROTH, KEOGH, SEP, PSP, PENSION, etc.)

Name of Custodian

Custodian Tax ID

Street Address

City

State

Zip Code

Custodian Account Number

Custodian Telephone Number

4. NUMBER OF SHARES TO TRANSFER and REASON FOR TRANSFER

Transferring to a new account (see account information on page 4)

Transferring to an existing account

Partial Transfer: \$ _____ OR _____ shares (minimum \$5,000 or 500 Units)

Transfer all shares

SELECT A REASON FOR TRANSFER

Re-Registration (Change of Name, Custodian, TTEE or, Divorce/Separation, etc.)

Inheritance – Alternative Cost Basis or Valuation Per Share

Death - Date of Death (MM/DD/YYYY) Gift - Date of Gift (MM/DD/YYYY)

Other

5. TRANSFEROR/CURRENT OWNER SIGNATURES

The Transferor declares that the information supplied herein, including the representations and warranties set forth on page 2 is true and correct and may be relied upon by the Fund and that all Transferors acting in a representative capacity for a corporation, partnership, trust or other entity has full authority to execute this Transfer and Assignment in such capacity.

Signature of Transferor/Current Owner or TTEE Signature of Co-Transferor/Current Owner or TTEE Date

Signature of Custodian Title of Signatory Date

Signature of Custodian Affix Medallion Signature Guarantee Stamp Here	Title of Signatory Affix Medallion Signature Guarantee Stamp Here
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1. NAME OF FUND

Account Number

If you already have an existing account in this EXACT Fund, please provide account number

2. TYPE OF REGISTRATIONS FOR TRANSFEREE/NEW OWNER

Non Custodial Ownership

- Individual Ownership
- Joint Tenants with Rights of Survivorship
All parties must sign
- Community Property
All parties must sign
- Tenants in Common
All parties must sign
- Corporate Ownership – Authorized signature required
Include copy of corporate resolution: S or C Corp
- Partnership Ownership
Authorized signature required
- Qualified Pension Plan and Profit-Sharing Plan
- LLC

Trust Accounts

- Taxable Trust – Authorized signatures required
Provide Certification of Trust
- Other (Specify)
- Inception Dates:

Custodial Ownership

- Traditional IRA
Custodian & Owner signature required
- ROTH IRA
Custodian & Owner signature required
- Deceased IRA – Custodian signature required
Name of Deceased:
Date of Death:
- Simplified Employee Pension/Trust (SEP)
Pension or Profit Sharing Plan – Custodian signature required
- Uniform Gift to Minors Act
Custodian signature required
State of _____ Custodian for
- Other (Specify)

Name of Custodian

Street Address

City _____ State _____ Zip Code _____

Custodian Tax ID _____ Custodian Account Number _____

Custodian Telephone Number _____

3. TRANSFEREE/NEW OWNER INFORMATION

If NON CUSTODIAL OWNERSHIP Print COMPLETE REGISTRATION exactly as it should appear on the Books and Records of the Fund

Tax ID of Trust/Partnership/Corporation for entity check in Section 2 (non-custodial ownership or trust accounts)

Name of Owner/TTEE _____ Social Security/Taxpayer ID # _____ Date of Birth (MM/DD/YYYY) _____

Name of Co-Owner/TTEE _____ Social Security/Taxpayer ID # _____ Date of Birth (MM/DD/YYYY) _____

Email Address _____ Daytime Phone _____ Citizenship (Must be a U.S. Citizen)

Street Address (P. O. Box will **not** be accepted) _____ City _____ State _____ Zip Code _____

Mailing Address (P. O. Box will be accepted) _____ City _____ State _____ Zip Code _____



4. DISTRIBUTION OPTIONS

- Mail check to Custodial Address in Section 2
- Mail check to Street Address (or Mailing Address if provided) in Section 3
- Mail to Alternataive Payee (as listed below)

Name of Financial Institution

Address of Financial Institution City State Zip Code

Bank ABA (Routing) Number Account Number

Phone # of Financial Institution Email Address

Name of Registered Representative or Investment Advisor Name of Broker Dealer or RIA Broker Dealer Rep ID#
Checking (attach voided check) Savings (attach voided deposit slip) Brokerage

5. BROKER DEALER INFORMATION

Address of Registered Representative City State Zip Code

Phone # of Registered Representative Email Address

Broker Dealer Home Office Address City State Zip Code

6. AUTHORIZATION AND SIGNATURES OF TRANSFEREE/NEW OWNER AND SUBSITUTE W-9 FORM - Must be signed and completed by party under which tax information is to be reported or taxes will be withheld from distributions. Tax information may only be reported under one tax ID or social security number.

THE UNDERSIGNED CERTIFIES, under penalties of perjury (i) that the taxpayer identification number shown in section 3 (or section 2 if Custodial Account) of this form is true, correct and complete, and (ii) that I am not subject to backup withholding either because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am (we are) subject to backup withholding as a result of a failure to report all interest or distributions, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding and (iii) I am a US person (as defined by IRS Form W-9). The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

The Transferee declares that the information supplied herein, including the representations and warranties set forth on page 2 is true and correct and may be relied upon by the Fund and that all Transferees acting in a representative capacity for a corporation, partnership, trust or other entity has full authority to execute this Transfer and Assignment in such capacity.

Signature of Transferee/New Owner/TTEE Signature of Co-Transferee/New Owner/TTEE Signature of Custodian

Print Name Print Name Title of Signatory

Date Date Date

[Large empty box for signature stamp]

Affix Medallion Signature Guarantee Stamp Here