

Application

Investment in a Private Placing by Cherry Godfrey Consumer Funding III Limited

Babbé
Advocates & Notaries Public

18-20 Smith Street
St. Peter Port
Guernsey
GY1 4BL
Channel Islands



PART VII

PROCEDURE FOR APPLICATION

The following should be read in conjunction with the Application Form.

1. Insert in the first space provided (in figures) in paragraph 1 the amount that you would like to subscribe. Applications must be for a minimum of £50,000 and, in excess of that number, be in multiples of £1,000. You should also select your preferred interest period (monthly, quarterly or annually) by checking the appropriate box.
2. Insert your full name (no initials please), address and contact details in BLOCK CAPITALS in the space provided in paragraph 8.
3. Date and sign the Application Form in the space provided in paragraph 10 of the Application Form. The Application Form may be signed by someone else on your behalf (and/or on behalf of any joint applicant) if duly authorised to do so, but the power(s) of attorney or a duly certified copy thereof must be enclosed for inspection.
4. If subscribing for Loan Notes with cash, attach a single cheque or banker's draft to your completed Application Form. Your cheque or banker's draft must be payable to the Issuer as detailed on the Application Form for the amount payable on application identified in your application form and should be crossed "A/C Payee". Should you wish to make payment electronically please make any payment in accordance with the details set out in the Application Form.
5. If subscribing for Loan Notes by way of surrender of Loan Notes II please identify those notes in the Application form and attach the relevant certificate representing the relevant notes.
6. Acknowledgments of acceptance of Noteholders' applications and confirmation of final allocations, together with the total subscription amount payable to the Issuer by telegraphic transfer or such other means as shall be agreed by the Issuer, will be dispatched as soon as reasonably practicable and shall be subject to the final decision of the Directors to issue the Loan Notes. Payment to the Issuer of the subscription monies shall be made following the issue of the Loan Notes.
7. In each case the cheque for the amount payable on application must be drawn in pounds sterling. If any application is not accepted the amount paid will be returned without interest by cheque sent by post at the risk of the applicant(s). The Issuer reserves the right to:
 - present all cheques for payment and to retain Loan Note certificates and surplus application monies pending clearance of applicants' cheques;

- reject any application or to accept any application in part only on any basis it sees fit;
 - accept an application not complying with the requirements specified in these notes or in the Application Form; and
 - all cheques, certificates and other documents will be dispatched by post at the risk of the person(s) entitled to them.
8. You may apply jointly with one other person. You must then arrange for the Application Form to be completed by, or on behalf of, the joint applicant. Their full name, address and contact details should be inserted in BLOCK CAPITALS in the space provided in paragraph 8 and signature in paragraph 10. If anyone is signing on behalf of the joint applicant, the power of attorney or a duly certified copy must be enclosed for inspection.
9. You must send your completed Application Form by post to:
- Cherry Godfrey Consumer Funding III Limited
No. 1 Fountain Street
St. Peter Port
Guernsey
GY1 4AQ
10. On posting your Application Form, you are recommended to use first-class post and allow at least two Business Days for delivery.
11. The Application Form must be accompanied by the documents specified therein.

Private placing (the “Placing”) by Cherry Godfrey Consumer Funding III Limited (the “Issuer”) of up to £50,000,000 nominal value secured Loan Notes (“Loan Notes”).

Before making any application you are recommended to consult an independent financial adviser.

This Application Form should be read in conjunction with the private placing memorandum issued by the Issuer dated 20th June 2016 (“Private Placing Memorandum”) to which the Loan Note Instrument is attached.

APPLICATION FORM

You must send your completed Application Form and the relevant Due Diligence Questionnaire by post to Cherry Godfrey Consumer Funding III Limited, No. 1 Fountain Street, St. Peter Port, Guernsey GY1 4AQ, accompanied by:

(a) for the proposed registered holder if a corporate entity:

- a certified copy of its register of members and, if any member holds more than 5% of the issued share capital of that company, such additional documentation as may be agreed with the Issuer.
- a certified copy of the Certificate of Incorporation and Memorandum and Articles of Association/Incorporation; and
- a certified copy of a current authorised signatory list.

(b) for the proposed registered holder or beneficial owner is an individual (including the beneficiary of any trust of which the registered holder is a trustee):

- a certified copy of a current valid passport (specifically showing the pages showing personal details, signature and photograph); and
- an original or certified copy of a utility bill confirming the residential address, please note this should be no more than 3 months old.

(c) for the directors/partners of the proposed registered holder if a corporate entity:

- a certified copy of a current valid passport (specifically the pages showing the personal details, signature and photograph); and
- an original or certified copy of a utility bill confirming the residential address. Please note that this should be no more than three months old.

The subscription list will open at 11.00 a.m. on 20th June 2016 and may be closed by the Directors any time after that.

Terms defined in the Private Placing Memorandum issued by the Issuer on 20th June 2016 shall have the same meaning in this Application Form.

The terms in the Procedure for Application in the Private Placing Memorandum shall be treated as part of this Application Form and binding on Noteholders accordingly.

I/We offer irrevocably to subscribe for £_____ of Loan Notes (being a minimum of £50,000 and any excess being in multiples of £1,000) in respect of which this application may be accepted on the terms of and subject to the conditions of the Placing. I/We request that interest on the Loan Notes be payable:

- Annually
- Quarterly
- Monthly

I/We request that the Loan Notes be redeemable on the last day of Issue Periods of:

- 12 months (and I/we note that I/we will need to provide one month's notice prior to such redemption)
- 36 months (and I/we note that I/we will need to provide six months' notice prior to such redemption)
- 60 months (and I/we note that I/we will need to provide six months' notice prior to such redemption)

1. I/We request that you send me/us a loan note certificate for the Loan Notes in respect of which this application may be accepted together with a cheque for any surplus money (without interest) by post at my/our risk to the address given below. I/We understand that the completion and delivery of the Application Form constitutes an undertaking that I/we will make payment into the Subscription Account identified in the Procedure for Application for the Loan Notes, of an amount up to the total shown above once confirmation of my/our final allocation and the subscription amount payable by me/us has been received by me/us and the conditions referred to in this Application Form have been satisfied.
2. I/We confirm that I/we have read, accepted and understood the terms and conditions set out in the Private Placing Memorandum, that I/we have taken appropriate professional advice before submitting this Application Form and that I am/we are aware of the risks involved in investing in the Loan Notes subject to the Placing. I/We further confirm that I am/we are investing in the Issuer on the basis only of the information contained in the Private Placing Memorandum which supersedes all other information (whether written or oral) concerning the Issuer and the Loan Notes or otherwise prior to the date of the Private Placing Memorandum and any such other information or representations must not be relied upon in subscribing for Loan Notes.

For investments by pension schemes, Clause 2 applies to the Scheme Member only.

3. I/we note that in order to redeem Loan Notes on the last day of their relevant Issue Period, I/we are required to provide the requisite notice to the Issuer (as detailed above) prior to the last day of the relevant Issue Period. I/we note that if I/we fail to provide such redemption notice to the Issuer, my/our Loan Notes will continue in issue for further consecutive Issue Periods of the same length as the original Issue Period for such Loan Notes until either (i) such Loan Notes are redeemed by the Issuer or (ii) I/we provide the Issuer with the requisite redemption notice in respect of the then current Issue Period.
4. I/We confirm that I/we understand that investment in the Loan Notes is not a deposit and that the Loan Notes do not fall within the scope of the Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 and accordingly any loss arising from investment in the Loan Notes is not eligible for compensation under that Ordinance.
5. I/We confirm that I/we understand that as at the date of the Private Placing Memorandum, the issuance of the Loan Notes by the Issuer would not fall within the definition of “relevant financial services business” for the purposes of The Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 as adapted by The Financial Services Ombudsman (Exempt Business) (Bailiwick of Guernsey) Order 2015 (the “FSO Law”) and accordingly a complaint made by a Noteholder in relation to the Loan Notes would not be an “eligible complaint” that would be dealt with by the Financial Services Ombudsman appointed by the FSO Law.
6. Regulatory authorities recommend that the promotion of unprotected products be restricted to certain types of investor. I/We confirm that I/we consider ourselves to belong to the following category:

I. Professional Investor

To fall within this category, the Applicant is any of the following:

- (a) a credit institution;
- (b) an investment firm;
- (c) an authorised or regulated financial institution;
- (d) an insurance company;
- (e) a collective investment scheme or manager of such scheme;
- (f) a pension fund or the manager of such fund;
- (g) a commodity or commodity derivatives dealer;
- (h) a member of a futures and option exchange;
- (i) any other institutional investor;
- (j) a corporate which has at any time during the last 2 years, called up share capital or net assets of at least £5million;
- (k) a corporate/entity that satisfies 2 out of the 3 following criteria; (i) balance sheet total of £10million; (ii) net turnover of £20million; or (iii) average number of employees during the last year of 250;
- (l) a partnership which has at any time during the last 2 years net assets of at least £5million; or
- (m) a trustee of a trust which has at any time during the last 2 years assets of at least £10million.

II. Retail clients classified as corporate finance contacts or venture capital contacts

To fall within this category, the Applicant does not meet the Professional Investor criteria above but does meet 2 out of the 3 following criteria:

- (1) has carried out at transactions in the loan note market at an average frequency of 10 transactions per quarter over the last four quarters;
- (2) has a financial instrument portfolio (including cash deposits and financial instruments), that exceeds £400,000; or
- (3) has worked in the financial sector for at least one year in a professional position that requires knowledge of loan notes.

III. Retail investor certified as either high net worth or sophisticated.

To fall within this category, the Applicant does not meet the Professional Investor criteria above but does meet one of the following criteria:

- (a) has an annual income to the value of £100,000 or more in the immediately preceding financial year;
- (b) has held net assets to the value of £250,000 or more in the immediately preceding financial year.

For the purposes of this category, “net assets” do not include:

- property which is the primary residence or any money raised through a loan on secured on such property
 - any rights under a life policy insurance contract; and
 - any benefits (in the form of pensions or otherwise) which are payable on the termination of service or on death or retirement and to which the Applicant (or its dependents are), or may be, entitled.
- (c) has made more than one investment in an unlisted company in the last two years;
 - (d) is working or has worked in the last two years in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises; or

(e) is currently or has been in the last two years a director of a company with an annual turnover of at least £1million.

IV. **Retail investor**

To fall within this category, the Applicant does not meet the Professional Investor criteria above or any of the other criteria listed in (II) or (III) above.

6(a) Declaration

Applicants who are retail investors who have ticked boxes (II), (III) or (IV) above are requested to read and sign the following declaration.

I/We confirm that I/we will not invest more than 10% of my/our net investable financial assets in Cherry Godfrey Consumer Funding Limited, Cherry Godfrey Consumer Funding II Limited and the Issuer.

Net investible assets for these purposes do not include:

- a) The property which is my primary residence or any money raised through a loan secured on that property.
- b) Any rights of mine under a qualifying contract of insurance; or
- c) Any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are) or may be entitled.

I/We accept that this investment may expose me to significant risk of losing all of the money invested. I am aware that it is open to me to seek appropriate financial advice in respect of the Loan Note offering.

Signature:	2 nd Signature:
Name:	2 nd Name:
Date:	Date:

7. I/We:

- agree that all Applications, acceptances of Applications and contracts resulting therefrom shall be governed in accordance with Guernsey law, and that I/we submit to the jurisdiction of the Guernsey courts and agree that nothing shall limit the right of the Issuer to bring any action, suit or proceeding arising out of, or in connection with, any such Applications, acceptances of Applications and contracts in any other manner permitted by law or any court of competent jurisdiction;
- irrevocably authorise the Issuer or any person authorised by the Issuer as its agent to do all things necessary to effect registration of any Loan Notes subscribed by, or issued to, me/us into my name/our names and authorise any representative of the Issuer to execute any document required therefor;
- agree that, having had the opportunity to read this Private Placing Memorandum, I/we shall be deemed to have had notice of all information and statements concerning the Issuer and the Loan Notes contained therein;
- confirm that I/we have read and reviewed the restrictions contained in paragraph 9 below and warrant that I am/we are not a “US Person” as defined in the United States Securities Act of 1933 (as amended) (the “Securities Act”), nor a resident of Canada and that I am/we are not applying for any Shares with a view to their offer, sale or delivery to or for the benefit of any US Person or a resident of Canada;
- agree that all documents and cheques sent by post to, by or on behalf of, the Issuer will be sent at the risk of the person entitled thereto;
- agree that in the case of joint registered holders of Notes, the receipt of notices, principal or interest by any of the joint registered holders in relation to Notes shall be a valid discharge of the Issuer of its notice or payment obligations (as applicable) in relation to such Notes and instructions provided by any of the joint registered holders in relation to such Notes shall be binding on the other registered holder of such Notes;
- agree, on request by the Issuer, to disclose promptly in writing to the Issuer any information which the Issuer may reasonably request in connection with my/our application including, without limitation, satisfactory evidence of identity to ensure compliance with any applicable law or regulation and authorise the Issuer to disclose any information relating to my/our Application as it considers appropriate in relation to compliance with any law or regulation;
- agree, on request by the Issuer, to disclose promptly in writing to the Issuer any information which the Issuer may reasonably request in connection with my/our application including without limitation, satisfactory evidence of identity to ensure compliance;
- acknowledge that no steps have been taken to register, qualify or otherwise authorise the Placing or the distribution of the documents related to the Placing in any territory outside Guernsey; and

- declare that the Application Form has been completed to the best of my/our knowledge.
8. No person receiving a copy of this document or an Application Form in any territory other than Guernsey may treat the same as constituting an invitation or offer to him, nor should he in any event use such Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to him or such Application Form could lawfully be used without contravention of any regulations or other legal requirements. It is the responsibility of any person outside Guernsey wishing to make an Application to satisfy himself as to full observance of the laws of any relevant territory in connection therewith, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.
 9. The Loan Notes have not been and will not be registered under the Securities Act and may not be offered or sold in the United States of America, its territories or possession or other areas subject to its jurisdiction (the “**USA**”). In addition, the Issuer has not been and will not be registered under the United States Investment Company Act of 1940, as amended. No application will be accepted if it bears an address in the USA.
 10. The basis of allocation will be determined by the Issuer in its absolute discretion. The right is reserved to reject in whole in part and/or scale down any Application or any part thereof including, without limitation, Applications in respect of which any verification of identity which the Issuer considers may be required for the purposes of any applicable legislation and regulations) has not been satisfactorily supplied. The Issuer shall not be obliged to scale back Applications on a pro-rata or proportional basis.
 11. In signing this Application, we agree that any Subscription Monies paid to the Issuer in respect of the Application shall be held by it on the following terms and the Issuer shall be entitled to repay those Subscription Monies to the Applicant upon being required to do so by any applicable law or legislation or the Issuer’s internal compliance procedures.

The Issuer shall have no obligation to procure the payment of interest on Subscription Monies or to account to us for the same (if any).

Data Protection - processing of personal data is undertaken for the performance of this contract with you the “data subject,” consent is deemed to have been freely given, specific, informed, unambiguous and verifiable by the provision of personal data. A Copy of the policy can be obtained from our offices or downloaded from <https://www.cherrygodfrey.com/privacy/>

12. Please register any Loan Notes allotted to me/us in my/our name(s):

Details	Please complete using BLOCK CAPITALS	Details of joint application, if applicable
Title (if individual)		
Full Name of individual (no initials) or full name of Corporate Trustee		
Any former names or other names used		
Full Address (including post code)		
Telephone		
Mobile Telephone		
Email		
Bank Acct (for interest payments) Name:	Sort:	Acct:

13. I/We authorise the Directors of the Issuer and its advisers to contact me/us by telephone in connection with queries arising in connection with my/our Application Form.

14. Applicant Signature and Date:

Signature:	2 nd Signature:
Name:	2 nd Name:
Date:	Date:

15. Signature and Date of Scheme Member if application is through a Pension Scheme:

Signature:	2 nd Signature:
Name:	2 nd Name:
Date:	Date:

16. If subscribing for cash, please attach a single cheque or banker's draft to this completed application form. Your cheque or banker's draft must be payable to:

Cherry Godfrey Consumer Funding III Ltd for the amount payable on application identified in your application form and should be crossed "a/c payee". Should you wish to make payment electronically, please make any payment in accordance with the following details:

Account Name: Cherry Godfrey Consumer Funding III Ltd
 Bank: Lloyds Bank
 Account Number: 31402868
 Sort Code: 30-93-73
 IBAN: GB02 LOYD 3093 7331 4028 68
 BIC: LOYDGGGS1001

17. If subscribing by surrender of Loan Notes II please identify the relevant information in the box below and enclose the certificates representing the relevant Loan Notes II:

Certificate Number	Value	Date of Issue	Noteholder

By submitting this application you confirm that Cherry Godfrey Funding II Limited will be released from its obligation to repay the principle amount of the Loan Notes II identified above.

AML – CFT

DUE DILLIGENCE QUESTIONNAIRE

Individual Applicant	
Full Name (applicant 1)	
Former Name (applicant 1)	
Date of Birth	
Nationality	
Passport Number	
Residential Address	
Verification of Address	Document type provided
Time at Current Address	
If less than three years please provide former addresses	
Full Name (applicant 2)	
Former Name (applicant 2)	
Date of Birth	
Nationality	
Passport Number	
Residential Address	Leave blank if same as applicant 1
Verification of Address	Document type provided
Time at Current Address	
If less than three years please provide former addresses	

Corporate Applicant	
Trading Name	
Date of Incorporation	
Place of Incorporation	
Registered Number	
Registered Address	
Copy of Annual Validation	
Copy of Directors Passports	
Copy of Register of Members	
Copy of Shareholders Passports (where shareholding is in excess of 5%)	
Copy of Authorized Signatory List	

Individual Self-Certification for FATCA and CRS

We are obliged under Income Tax Regulations to report non domestic transactions under the “Foreign Account Tax Compliance Act”. FATCA regulations require tax authorities to obtain detailed account information for US taxpayers on an annual basis.

The “Common Reporting Standard” CRS, developed by the (OECD), is a global reporting standard. The goal of CRS is to allow tax authorities to obtain a clearer understanding of financial assets held abroad by their residents, for tax purposes.

Instructions for completion

Please complete the sections below as indicated and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holders interests with relevant tax authorities.

If you have any questions about this form or defining the account holders tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.

If any of the information below about the account holders tax residence or FATCA/CRS classification changes in the future, please advise of these changes within 14 days.

Please note that where there are joint or multiple account holders each account holder is required to complete below..

Sections 1 to 4 must be completed by all account holders.

(Mandatory fields are marked with an *)

Section 1: Identification of Individual Account Holder

Family Name or Surname*: _____ Date of Birth*: _____

First or Given Name*: _____ Title: _____

Address: _____

Postal/ZIP Code: _____ Country*: _____

Town or City of Birth*: _____ Country of Birth*: _____

Section 1a: Identification of Individual Account Holder (joint applicant)

Family Name or Surname*: _____ Date of Birth*: _____

First or Given Name*: _____ Title: _____

Address: _____

Postal/ZIP Code: _____ Country*: _____

Town or City of Birth*: _____ Country of Birth*: _____

Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes*:

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

- (a) I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

_____ / _____
- (b) I confirm that **I was born** in the U.S. (or a U.S. territory) but I am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the enclosed documents.
- (c) I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

Section 3: CRS Declaration of Tax Residency (please note you may chose more than one country)*

Please indicate your country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers (“TIN”). Please see the CRS Portal for more information on Tax Residency.

Country of Tax Residency	Social Security Number
1	1
2	2

NOTE: If a TIN is not available please provide a functional equivalent (such as your social security, national insurance, citizen, personal identification or a resident registration number). If no TIN or functional equivalent is available for any of the jurisdictions listed please advise the reason why (such as the jurisdiction does not issue such numbers) below:

Please see the CRS Portal for further information on the issuance rules for TINs and their format.
<http://www.oecd.org/tax/automatic-exchange/>

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 acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I undertake to advise Cherry Godfrey Consumer Funding III Ltd within 14 days of any change in circumstances which causes any of the information contained in this form to be incorrect, and to provide an updated self-certification form.

Authorised Signature 1 *: _____

Print Name*: _____

Authorised Signature 2 *: _____

Print Name*: _____

Date: (dd/mm/yyyy)*: _____

Note: If you are not the account holder please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity*: _____