

# Application

## Investment in a Private Placing by Cherry Godfrey Consumer Funding II Limited

Babbé

Advocates & Notaries Public

18-20 Smith Street

St. Peter Port

Guernsey

GY1 4BL

Channel Islands



**Private placing by Cherry Godfrey Consumer Funding II Limited (the “Issuer”) of up to £30,000,000 nominal value secured loan notes (“Loan Notes”), (“Placing”).**

**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 6<sup>th</sup> June 2013 (“Private Placing Memorandum”) to which the Loan Note Instrument is attached.**

## **APPLICATION FORM**

**Please send your completed Application Form to Cherry Godfrey Consumer Funding II Limited, No. 1 Fountain Street, St. Peter Port, Guernsey GY1 4AQ to arrive no later than 4pm on 5<sup>th</sup> June 2022, 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 6<sup>th</sup> June 2013 and may be closed any time after that or when the Placing is fully subscribed, but in any event not later than 4.30 p.m. on 5<sup>th</sup> June 2022, unless extended by the Directors.**

**Terms defined in the Private Placing Memorandum issued by the Issuer on 6<sup>th</sup> June 2013 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 at the higher of 6% per annum or 3% over the Bank of England Base Rate.
- Quarterly at the higher of 5.75% per annum or 2.75% over the Bank of England Base Rate .
- Monthly at the higher of 5.5% per annum or 2.50% over the Bank of England Base Rate.

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 Escrow Account identified in the Procedure for Application for the Loan Notes, of an amount up to the total shown in paragraph 1 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 paragraph 1 above 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.
3. I/We confirm that I/we understand that Investment in Cherry Godfrey Consumer Funding II Limited is not a deposit and, Investment in Cherry Godfrey Consumer Funding II Limited does not fall within the scope of the Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 and accordingly any loss of investment in Cherry Godfrey Consumer Funding II Limited is not eligible for compensation under that Ordinance.

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.
- II. Retail Investor who confirms that, in relation to the investment promoted, they have received advice from an authorised person..
- III. retail clients classified as corporate finance contacts or venture capital contacts
- IV. Retail Investor certified as either high net worth or sophisticated.
- V. Retail Investor who in relation to the investment promoted is not acting upon advice received (note – please sign declaration at 3a below)

3(a) Declaration

Retail investors who have ticked box (v) above are requested to read and sign the following declaration.

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

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 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 advice from an authorised person who specialises in advising on non-realizable investments.

Signature:	2 <sup>nd</sup> Signature:
Name:	2 <sup>nd</sup> Name:
Date:	Date:

For investments by pension schemes, Clause 4 applies to the Scheme Member only.

4. 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 reviewed the restrictions contained in paragraph 6 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, 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;
- 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 the United Kingdom; and
  - declare that the Application Form has been completed to the best of my/our knowledge.
4. No person receiving a copy of this document or an Application Form in any territory other than Guernsey and the United Kingdom 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.
  5. 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.
  6. 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 and/or ballot any Application Form or any part thereof including, without limitation, Application Forms 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.
  7. In signing this Application, we agree that any monies paid to the Escrow Agent in respect of the Application shall be held by it as an escrow agent on the following terms and the Escrow Agent shall be entitled to:
    - (i) Release the monies to the Issuer upon completing such due diligence as is required to be completed by the Issuer and the Escrow Agent to satisfy its own internal procedures and ensure its compliance with the Guernsey anti-money laundering regulations and receiving confirmation that the total Applications exceeds the Placing Threshold and the instruction of the Issuer to do so; and
    - (ii) Repay those monies to the Applicant upon ceasing to act as escrow agent or upon being required to do so by any applicable law or legislation or if the conditions described in paragraph (i) above are not satisfied (subject to deduction of any fees or expenses as aforesaid) or, in the event that another person is instructed to act as escrow agent, transfer the monies to that person.

The Escrow Agent shall have no obligation to procure the payment of interest on the Funds or to account to us for the same (if any).

By signing this Application, the Applicant(s) acknowledges that the Escrow Agent shall not be liable to us for any loss or damage suffered by us except to the extent caused by the willful default, fraud or gross negligence of the Escrow Agent and that in any event, the liability of the Escrow Agent for the same shall be limited to an amount equal to the value of the monies. This agreement shall be subject to the laws of the Island of Guernsey and the courts of Guernsey shall have jurisdiction over any dispute arising in connection with the same.

**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/>

8. 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		
Former or Maiden names		
Full Address (including post code)		
Former address if above is less than three years		
Telephone		
Mobile Telephone		
Email		
Bank Acct for the credit of Interest	Name _____ Payee _____	Sort _____ Acct _____

9. 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.

10. Applicant Signature and Date:

Signature:	2 <sup>nd</sup> Signature:
Name:	2 <sup>nd</sup> Name:
Date:	Date:

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

Signature:	2 <sup>nd</sup> Signature:
Name:	2 <sup>nd</sup> Name:
Date:	Date:

12. Attach a single cheque or banker's draft to this completed application form. Your cheque or banker's draft must be payable to:

13. *"JTC Fund Solutions (Guernsey) Limited re Cherry Godfrey No 2 Trust"* 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: JTC Fund Solutions (Guernsey) Limited re Cherry Godfrey No 2 Trust  
Bank: Barclays Bank, High Street, St. Peter Port, Guernsey  
Account Number: 93922448  
Sort Code: 20-35-32



IBAN:  
Swift Code:

GB90 BARC 2035 3293 9224 48  
BARCGB22

**CHERRY GODFREY CONSUMER FUNDING II LIMITED**

**Anti Money Laundering and Countering the Financing of Terrorism**

**CDD QUESTIONNAIRE**

<b><u>Individual Applicant</u></b>	
Full Name (applicant 1)	
Date of Birth	
Nationality	
Passport Number	
Full Name (applicant 2)	
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	

<b><u>Corporate Applicant</u></b>	
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 Authorised Signatory List	

<b><u>Trust Company Applicant (including RAT)</u></b>	
Copy of Trust Deed	
Name of Trust	
Establishment Date	
Identifying Number	
Registered Address	
Verification of Address	
Persons Authorised to enter into a transaction on behalf of the trust (ie, copy of signing mandate)	
Trustee Names	
Copy of Trustee Passport	
Beneficiary Names	
Copy of Beneficiary Passport	
Verification of Beneficiary Address	Document type provided

## **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 \*)**

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### **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\*: \_\_\_\_\_

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### **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\*: \_\_\_\_\_

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**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.
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**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:

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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 II 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\*: \_\_\_\_\_