



BLACKFINCH
INVESTMENTS

Corporate Management Service
Application Form

BLACKFINCH INVESTMENTS LIMITED

BLACKFINCH HOUSE, CHEQUERS CLOSE, MALVERN, WORCESTERSHIRE, WRI4 1GP

T 01684 571 255 E ENQUIRIES@BLACKFINCH.COM WWW.BLACKFINCH.COM

**PLEASE SUBMIT ORIGINAL
APPLICATION FORM TO:**

Blackfinch Investments Limited
Blackfinch House, Chequers Close,
Malvern, Worcestershire, WR14 1GP

PLEASE NOTE

- All forms submitted to Blackfinch Investments Limited must carry original signatures.
- We are unable to accept any liability for any cheques or other documents dispatched by post. Such items will be at the risk of the Applicant.
- Due completion of the Application Form constitutes a warranty that any monies forwarded by the Applicant will be honoured on first presentation.

CHEQUES/BANK TRANSFERS

- Cheques should be made payable to 'Blackfinch Corporate Services Limited'.
- CHAPS / BACS / Fast Pay transfers should be remitted **after** we receive the Application and **after** completion of verification of identity checks.

Account Name: Blackfinch CMS Portfolios Corporate Client Account
Account Number: 29652568
Sort Code: 30-95-41

- Transfers should be referenced with the Applicant's name.

CERTIFYING DOCUMENTS

By "certified copies" you should take a photocopy (black and white) of the original document, then upon the photocopy clearly write "This is a true copy of the original" and then it must be signed and dated by an FCA regulated person, an accountant or a solicitor; the person signing must also clearly print their name, occupation and provide their company contact details.

CHECKLIST

BEFORE SUBMITTING THIS APPLICATION FORM PLEASE CONFIRM THE FOLLOWING

THE APPLICANT (COMPANY) HAS:

- Completed Section 1 of this form.
- Read and signed the Declaration in Section 2.
- Read the Declaration and Undertaking on page 12.
- Read and understood the Blackfinch Corporate Management Service Brochure and Management Service Agreement.

THE INTERMEDIARY HAS:

- Completed and signed Section 3 of this form.
- Read the Declaration and Undertaking on page 12.
- Enclosed original certified copies of documents to provide evidence of identity and address of the Applicant (2 Directors).

IDENTIFICATION:

Valid passport or drivers license.

ADDRESS:

Bank statement or utility bill dated within in the last three months.

- Enclosed a Certificate of Incorporation for the Applicant.
- Enclosed an authorised signatory list for the Applicant.

SUBSCRIPTION PAYMENT

You have either:

- Enclosed a cheque payable to 'Blackfinch Corporate Services Limited.'

OR

- Intend to transfer the subscription amount after sending in the application and completing verification of identity checks.

Section 1: To be completed by applicant / company

APPLICATION FORM

The words and expressions used in this Application Form shall have the meanings ascribed to them in the Blackfinch Corporate Management Service Brochure and the Corporate Management Service Agreement current at the date of completion of this Application Form or as defined elsewhere. By signing this Application Form, the Applicant agrees to have read and understood the Declaration and Undertaking on page 12.

1.1 COMPANY NAME

1.2 COMPANY NUMBER

1.3 COMPANY REGISTERED OFFICE

POST CODE

1.4 CORRESPONDENCE ADDRESS (IF DIFFERENT)

POST CODE

PRIMARY CONTACT DETAILS

1.5 FULL NAME

1.6 POSITION

1.7 TELEPHONE

1.8 MOBILE

1.9 EMAIL

SECONDARY CONTACT DETAILS

1.10 FULL NAME

1.11 POSITION

1.12 TELEPHONE

1.13 MOBILE

1.14 EMAIL

SOURCE OF FUNDS / DISTRIBUTIONS

Please provide bank details of where the subscription monies are being transferred from. Monies will only be accepted from the Applicant's bank account. If Blackfinch Investments Limited is unable to identify the Applicant's identity in respect of the remittance or if the payment is from a bank outside the UK/EEA, the remittance may be returned to the remitting bank minus any charges.

1.15 **BANK NAME**1.16 **BANK ADDRESS****POST CODE**1.17 **ACCOUNT NAME**1.18 **ACCOUNT NUMBER**1.19 **SORT CODE**1.20 **SUBSCRIPTION AMOUNT**
(Minimum subscription £200,000)

£

1.21 **PLEASE CONFIRM THAT THE SUBSCRIPTION AMOUNT HAS BEEN FULLY FUNDED OUT OF THE BUSINESS REFERRED TO IN 1.1** (You must be able to provide accounts to demonstrate this to be the case upon request)

Y

N

CHARGES

We accept applications submitted via intermediaries and will facilitate initial and ongoing intermediary fees which have been agreed between the Applicant and the Intermediary as detailed below.

FEES PAYABLE TO INTERMEDIARY

Y

N

INITIAL INTERMEDIARY FEEFIXED SUM £ OR % OF THE SUBSCRIPTION AMOUNT IN SECTION 1.20 Please tick if 20% VAT charge is to be addedIf yes, please state the company VAT registration number **ONGOING INTERMEDIARY FEE**FIXED SUM £ OR % OF THE SUBSCRIPTION AMOUNT IN SECTION 1.20 Please tick if 20% VAT charge is to be addedIf yes, please state the company VAT registration number **BLACKFINCH FEES**

An INITIAL FEE of 3% of the subscription amount in section 1.20 (after deduction of initial intermediary fee).

An ANNUAL MANAGEMENT CHARGE of 0.5% plus VAT is taken annually and will be calculated on the value of the investment at that time, not the original subscription amount. This fee is only taken after your agreed target return has been achieved.

The COMPANY SERVICING FEE is 2%+VAT and is calculated and paid monthly. This fee covers the day to day running costs and fees associated with each of the underlying companies that make up your portfolio.

IMPORTANT: Ongoing fees (Blackfinch and Intermediary) that we facilitate on your behalf will reduce the amount deployed into lending activities.

INTERMEDIARY DETAILS**1.22 FULL NAME OF INTERMEDIARY****1.23 FULL NAME OF INTERMEDIARY FIRM****1.24 FIRM ADDRESS**

POST CODE

1.25 TELEPHONE NUMBER**1.26 EMAIL ADDRESS**

Section 2: Charges

BY SIGNING THIS FORM, I HEREBY DECLARE THAT:

- I have read and understood the Blackfinch Corporate Management Service Brochure.
- I have read and understood the Corporate Management Service Agreement and agree to be bound by it.
- I have read and understood the Declaration and Undertaking on page 12 and agree to be bound by them.
- I consent to the Blackfinch fees and charges which are detailed on page 6 of this Application Form as well as in the Blackfinch Corporate Management Service Brochure.
- I consent to Blackfinch Investments Limited facilitating intermediary fees as detailed on pages 5 and 6 of this Application Form.

2.1 SIGNATURE OF APPLICANT 1

2.2 NAME IN BLOCK CAPITALS

2.3 DATE

2.4 SIGNATURE OF APPLICANT 2

2.5 NAME IN BLOCK CAPITALS

2.6 DATE

DATA PROTECTION

See the Corporate Management Service Agreement for details of our Data Protection Policy.

Section 3: To be completed by the intermediary

CUSTOMER DUE DILIGENCE & ANTI MONEY LAUNDERING

3.1 In order to provide assurance to Blackfinch Investments Limited and its bankers and managers that the applicable anti-money laundering law and regulations are complied with, I confirm:

- the Applicant is one of my customers and has been known to me for years;
- the identity and address of the Applicant has been verified by me to EU requirements and at least in accordance with the standard required by UK law and regulation and any additional “customer due diligence” information required is attached;
- I have had sight of the original identification evidence and address documentation and those containing a signature were pre-signed;
- the source of subscription monies is known a) to be legitimate, b) not to contravene the applicable anti-money laundering law and regulations, and c) not to relate to the proceeds of any conduct that constitutes any criminal offence in any part of the UK if it occurred there;
- I have seen evidence of the source of funds in the form of a
- certified copies of the underlying documentary evidence received are enclosed with this form and retained in my records. I will maintain records of the Applicants identity verification and other applicable documentation for at least six years and copies will be made available to Blackfinch Investments Limited on request;
- I consent to Blackfinch Investments Limited relying on me to verify the identity of the Applicant in accordance with the Money Laundering Regulations 2007 and Joint Money Laundering Steering Group Guidance, as amended;
- I am unaware of any activities on the part of the Applicant which leads me to suspect that the Applicant is or has been involved in criminal conduct or money laundering. Should I subsequently become suspicious of any such activity then, subject to legal constraints, I shall inform the Money Laundering Reporting Officer at Blackfinch immediately.

3.2 I confirm that all client documentation is to be sent to me and I will ensure that it is passed to the Applicant.

Y / N

INTERMEDIARY DECLARATION

— I have read and agree to be bound by the Blackfinch Intermediary Terms of Business Agreement.

3.3 SIGNATURE OF INTERMEDIARY

3.4 FULL NAME

3.5 DATE

Section 4: Business Plan Fact Find

GROUP STRUCTURE

BOARD DETAILS

4.1 HOW REGULAR ARE BOARD MEETINGS?

4.2 BOARD MEMBERS (continue on a separate sheet where necessary)

1. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

2. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

3. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

4. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

5. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

6. NAME:

AGE:

EXPERIENCE:

BACKGROUND:

COMPANY STRUCTURE

4.3 NATURE OF BUSINESS

4.4 BRIEF COMPANY HISTORY

4.5 SHARE HOLDERS OF THE BUSINESS

	%
	%
	%
	%

OTHERS

PROFESSIONAL ADVISERS

4.6 ACCOUNTANT

4.7 SOLICITOR

BUSINESS PLAN DETAILS**4.8 PROPOSED TRADING NAME**

4.9 REQUIRED LEVEL OF RETURNS

4% 5% 6% 7%

4.10 TYPE OF BORROWER

Please indicate any of the following borrower types to which you would like to consider lending (please note, the more diversified the company's trading activity, the more diversified the company's security over underlying assets should be).

- PROPERTY DEVELOPERS**
- PROPERTY PURCHASERS / SELLERS**
e.g. bridging finance
- BUSINESSES – ASSET BACKED FINANCE**

4.11 TERM

Maximum Preferred Term: **18 MONTHS** **24 MONTHS** **36 MONTHS**

4.12 LOCATION

Are there any geographical areas which you would prefer your company's trading activity not to be exposed to? Should there be no geographical preference, your company will trade across the whole of the UK.

4.13 LENDING RATIOS

Each loan within your lending book will be underpinned by an asset. The ratio of the loan, to the value of the underlying asset which underpins it, is expressed as a Loan to Value (LTV). Please let us know which of the below options you would like to apply to your lending business (please note that the LTV ratios will also be a product of the target returns, but the below information will help us when sourcing loans on your behalf):

LTV MATRIX

4% 55-60%	5% 60-65%	6% 65-70%	7% 70-75%
------------------	------------------	------------------	------------------

Please note: LTVs are current as at August 2017 and that the market may be subject to change.

- The business is open to building a **wide spread of LTVs** where possible, as the business would like to focus on diversification.
- The business would like to implement a **maximum LTV**, in line with the target return where possible. Please note that approximate LTVs are listed in line with each of the target return options.

4.14 DIVERSIFICATION

Please let us know which of the following parameters apply to your individual strategy:

DIVERSIFICATION OF THE NUMBER OF "BORROWERS"

LOW **MEDIUM** **HIGH**

DIVERSIFICATION OF THE NUMBER OF "LOANS"

LOW **MEDIUM** **HIGH**

Declaration and Undertaking: To be read by all parties

- 1 The Applicant undertakes to Blackfinch Investments Limited that it may rely on the offer made by the Applicant to participate in the Blackfinch Corporate Management Service (CMS) pursuant to this Application Form for the subscription amount specified in section 1.20 and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.
- 2 The Applicant hereby represents, warrants and undertakes to Blackfinch Investments Limited that:
- (I) The Applicant agrees to proceed with a subscription to the Blackfinch CMS upon the Corporate Management Service Agreement, which together with this Application Form and the Blackfinch CMS Brochure constitutes the Agreement with the Applicant;
- (II) The Applicant agrees to pay or procure payment on demand and to indemnify or procure the indemnification of Blackfinch Corporate Services Limited against:
- a) any liabilities, expenses or payments which may be payable by the Applicant under the Agreement;
- b) any sums to which Blackfinch Investments Limited or any other person may become entitled by way of indemnity under the Agreement; and
- c) any other sums in respect of which Blackfinch Investments Limited is entitled to indemnification from the Applicant;
- (III) The Applicant has received the Blackfinch CMS Brochure and is aware of the aims and objectives of the Blackfinch CMS and has relied on the advice of, or has consulted with, their own professional advisers with regard to the tax, legal and other economic considerations related to this application to the Blackfinch CMS; or is aware it is open to it to seek advice from a professional adviser;
- (IV) The Applicant has received and has read and understood the terms of the Blackfinch CMS Brochure and particularly the section headed 'Risks', and is aware of the risks of proceeding with this application; and the Applicant could lose all of its subscription monies and has the capacity to absorb this loss;
- (V) The Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, participating in the Blackfinch CMS and recognises that the extent and value of any tax advantages and benefits arising from a subscription to the Blackfinch CMS will vary according to individual circumstances and that the levels, bases and practice of taxation may also change;
- (VI) In evaluating the suitability of an investment in the Blackfinch CMS, the Applicant has not relied upon any representation or warranty (whether oral or written) made by Blackfinch Investments Limited or any other person other than as set forth in the Blackfinch CMS Brochure, save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Blackfinch CMS have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with Blackfinch Investments Limited concerning the Corporate Management Service Agreement relating to an investment in the Blackfinch CMS;
- (VII) The Applicant has the financial ability to bear the economic risk of participating in the Blackfinch CMS, has adequate means for providing for its current needs and possible contingencies and has no need for the liquid funds representing its subscription to the Blackfinch CMS;
- (VIII) The Applicant shall execute and deliver to Blackfinch Investments Limited, within 5 days after receipt of a request from Blackfinch Investments Limited, such further designations, powers of attorney and other instruments as it may reasonably request;
- (IX) The Applicant shall promptly provide to Blackfinch Investments Limited such information as it may reasonably request;
- (X) All information provided to Blackfinch Investments Limited in this Application Form is correct and complete as at today's date and may be relied upon by Blackfinch Investments Limited. The Applicant agrees to notify Blackfinch Investments Limited as soon as reasonably practicable upon becoming aware if:
- a) any representation or warranty contained in this Application Form becomes untrue prior to the acceptance of the application; or
- b) any response to any questions contained in this Application Form become untrue at any time;
- and in the event that it fails to do so, the Applicant further acknowledges that Blackfinch Investments Limited may revoke the Applicant's subscription to the Blackfinch CMS.
- (XI) The Applicant agrees to provide such information and execute and deliver such documents as Blackfinch Investments Limited may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form or to comply with any law or regulation applicable to it or the Blackfinch CMS, provided that any confidential information disclosed shall be kept confidential by Blackfinch Investments Limited and shall not be made available to any third party unless required by law or by any regulatory authority.
- 3 The Applicant agrees, but executing this Application Form, to be bound by the Corporate Management Services Agreement and this Application Form.
- 4 The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Agreement.
- 5 The Applicant acknowledges that Blackfinch Investments Limited will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify Blackfinch Investments Limited and each of their associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.
- 6 The Applicant agrees that the information provided to Blackfinch Investments Limited in connection with this application and during the course of the operation of the Blackfinch CMS may be stored on computer or otherwise by Blackfinch Investments Limited and such other parties that Blackfinch Investments Limited may nominate for administrative purposes and consents to the use of such information for the purpose of the ongoing administration of the Blackfinch CMS.
- This Application Form, the Blackfinch CMS Brochure and the Corporate Management Service Agreement constitute the Agreement, which shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have non-exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the Agreement.