

THRIVE

CORPORATE
MANAGEMENT
SERVICE
APPLICATION FORM



BLACKFINCH
INVESTMENTS



BLACKFINCH INVESTMENTS LIMITED

1350-1360 MONTPELLIER COURT, GLOUCESTER BUSINESS PARK, GLOUCESTER, GL3 4AH

01452 717 070 ENQUIRIES@BLACKFINCH.COM WWW.BLACKFINCH.COM

APPLICATION PROCEDURES

**PLEASE SUBMIT ORIGINAL
APPLICATION FORM TO:**

1350-1360 Montpellier Court
Gloucester Business Park
Gloucester
GL3 4AH

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.

CHECKLIST

Before submitting this application form please confirm the following.

THE APPLICANT (COMPANY) HAS:

- Completed Section 1 of this form.
- Read and signed the Applicants Declaration in Section 2.
- Read the Declaration and Undertaking on page 13.
- Read and understood the Thrive Corporate Management Service Brochure and Corporate Management Service Agreement.
- Read the Master Funded Participation Agreement
- Read, completed and returned the Approval of the Scheme Minute
- Received copies of the Loan Approval and Loan Rejection Minutes

- 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.

THE INTERMEDIARY HAS:

- Completed and signed Section 3 of this form.
- Read the Declaration and Undertaking on page 13.
- Completed Verification of Identity Forms for the Applicant (2 Directors).
- Completed Verification of Identity Forms for all shareholders with more than 25% of shares

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 Thrive Corporate Management Service Brochure and the Thrive 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 Undertakings on page 13.

1:1 COMPANY NAME

1:2 COMPANY NUMBER

1:3 COMPANY REGISTERED OFFICE

POSTCODE

1:4 CORRESPONDENCE ADDRESS (IF DIFFERENT)

POSTCODE

PRIMARY CONTACT DETAILS

1:5 FULL NAME

1:6 POSITION

1:7 ADDRESS

POSTCODE

1:8 DATE OF BIRTH

1:9 EMAIL ADDRESS

1:10 MOBILE NUMBER

1:11 TELEPHONE NUMBER

SECONDARY CONTACT DETAILS

1:12 FULL NAME

1:13 POSITION

1:14 ADDRESS

POSTCODE

1:15 DATE OF BIRTH

1:16 EMAIL ADDRESS

1:17 MOBILE NUMBER

1:18 TELEPHONE NUMBER

SECTION 1 CONTINUED

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.

1:19 BANK NAME

1:20 BANK ADDRESS

POSTCODE

1:21 ACCOUNT NAME

1:22 ACCOUNT NUMBER

1:23 SORT CODE

1:24 SUBSCRIPTION AMOUNT (MINIMUM SUBSCRIPTION £200,000)

£

1:25 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).

Yes

No

CHARGES

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

1:26 FEES PAYABLE TO INTERMEDIARY

Yes

No

SECTION 1 CONTINUED

INITIAL INTERMEDIARY FEE

1:27 FIXED SUM

OR

OF THE SUBSCRIPTION AMOUNT IN SECTION 1:20

£

%

Please tick if a 20% VAT charge is to be added

IF YES, PLEASE STATE THE COMPANY VAT REGISTRATION NUMBER

ONGOING INTERMEDIARY FEE

1:28 FIXED SUM

OR

OF THE SUBSCRIPTION AMOUNT IN SECTION 1:20

£

%

Please tick if a 20% VAT charge is to be added

IF 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 amount 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 per annum 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

1:29 FULL NAME OF INTERMEDIARY

1:30 FULL NAME OF INTERMEDIARY FIRM

1:31 FIRM ADDRESS

1:32 FCA NUMBER

POSTCODE

1:33 TELEPHONE NUMBER

1:34 EMAIL ADDRESS

SECTION 2 APPLICANTS DECLARATION

2:1 DATA PROTECTION

Blackfinch Investments Limited will use the information provided by you on this Application Form for administration and research purposes. The information will be held in confidence by Blackfinch Investments Limited and will not be passed to any companies.

From time to time we would like to send you information on our other products and services.

- If you would like to receive such information, please tick this box.
- If you would prefer not to receive such information, please tick this box.

BY SIGNING THIS FORM, I HEREBY DECLARE THAT:

- I have read and understood the Thrive Corporate Management Service Brochure.
- I have read and understood the Thrive Corporate Management Service Agreement and agree to be bound by it.
- I have read and understood the Declaration and Undertakings on page 13 and agree to be bound by them.
- I consent to the Blackfinch fees and charges which are detailed on page 5 of this Application Form as well as in the Thrive Corporate Management Service Brochure.
- I consent to Blackfinch Investments Limited facilitating intermediary fees as detailed on page 5 of this Application Form.
- I understand that you may undertake a search with a third party company for the purpose of verifying my identity and the details I have submitted as part of this application. To do so the third party companies may check the details I supply against any particulars on any database (public or otherwise) to which they have access. That you may use my details in the future to assist other companies for verification purposes. A record of the search will be retained.

2:2 SIGNATURE OF APPLICANT 1

2:3 NAME IN BLOCK CAPITALS

2:4 DATE

SECTION 2 CONTINUED

2:5 SIGNATURE OF APPLICANT 2

2:6 NAME IN BLOCK CAPITALS

2:7 DATE

ADDITIONAL INFORMATION

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 ;
- 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 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.

Yes No

INTERMEDIARY DECLARATION

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

SECTION 3 CONTINUED

3:3 DATA PROTECTION

Blackfinch Investments Limited will use the information provided by you on this Application Form for administration and research purposes. The information will be held in confidence by Blackfinch Investments Limited and will not be passed to any companies.

From time to time we would like to send you information on our other products and services.

- If you would like to receive such information, please tick this box.
- If you would prefer not to receive such information, please tick this box.

3:4 SIGNATURE OF INTERMEDIARY

3:5 FULL NAME

3:6 DATE

ADDITIONAL INFORMATION

SECTION 3A VERIFICATION OF IDENTITY CONFIRMATION

CONFIRMATION OF VERIFICATION OF IDENTITY PRIVATE INDIVIDUAL

Introduction by a FCA regulated firm

3A:1 DETAILS OF INDIVIDUAL

FULL NAME

DATE OF BIRTH

CURRENT ADDRESS

POSTCODE

PREVIOUS ADDRESS (IF NOT AT CURRENT ADDRESS FOR THREE MONTHS)

POSTCODE

3A:2 CONFIRMATION

I/WE CONFIRM THAT

- (a) the information in Section 3A:1 was obtained by me/us in relation to the customer
- (b) the evidence I/we have obtained to verify the identity of the customer:

- Meets the standard evidence set out within the guidance of the UK Financial Sector issued by JMLSG;
- or
- Exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation)

SIGNED

NAME

POSITION

DATE

3A:3 DETAILS OF INTRODUCING FIRM

FULL NAME OF REGULATED FIRM

FCA REFERENCE NUMBER

SECTION 4 BUSINESS PLAN FACT FIND

GROUP STRUCTURE

BOARD DETAILS

4:1 HOW REGULAR ARE BOARD MEETINGS?

4:2 BOARD MEMBERS (CONTINUE ON A SEPERATE SHEET WHERE NECESSARY)

BOARD MEMBER 1

NAME

AGE

EXPERIENCE

BACKGROUND

BOARD MEMBER 2

NAME

AGE

EXPERIENCE

BACKGROUND

BOARD MEMBER 3

NAME

AGE

EXPERIENCE

BACKGROUND

SECTION 4 CONTINUED

COMPANY STRUCTURE

4:3 NATURE OF BUSINESS

4:4 BRIEF COMPANY HISTORY

4:5 SHARE HOLDERS OF THE BUSINESS

Please note that Blackfinch will need to verify the identity of all Shareholders with more than 25% of shares within the company for money laundering purposes and will run electronic identification checks to do so.

FULL NAME

ADDRESS

POSTCODE

DATE OF BIRTH

FULL NAME

ADDRESS

POSTCODE

DATE OF BIRTH

FULL NAME

ADDRESS

POSTCODE

DATE OF BIRTH

FULL NAME

ADDRESS

POSTCODE

DATE OF BIRTH

OTHERS

PROFESSIONAL ADVISERS

4:6 ACCOUNTANT

4:7 SOLICITOR

SECTION 4 CONTINUED

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 that 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 that 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

TO BE READ BY ALL PARTIES

DECLARATION AND UNDERTAKING

1. The Applicant undertakes to Blackfinch Investments Limited that it may rely on the offer made by the Applicant to participate in the Thrive 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 Thrive Corporate Management Service upon the Corporate Management Service Agreement, which together with this Application Form and the Thrive Corporate Management Service 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 Thrive 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 Thrive Corporate Management Service Brochure and is aware of the aims and objectives of the Thrive Corporate Management Service 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 Thrive Corporate Management Service; 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service and recognises that the extent and value of any tax advantages and benefits arising from a subscription to the Thrive Corporate Management Service will vary according to individual circumstances and that the levels, bases and practice of taxation may also change;
 - vi. In evaluating the suitability of a loan within the Thrive Corporate Management Service, 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service Agreement relating to a loan within the Thrive Corporate Management Service;
 - vii. The Applicant has the financial ability to bear the economic risk of participating in the Thrive Corporate Management Service, 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 Thrive Corporate Management Service;
 - viii. The Applicant shall execute and deliver to Blackfinch Investments Limited, within five 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. a) any representation or warranty contained in this Application Form becomes untrue prior to the acceptance of the application; or
 - b. 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 Thrive Corporate Management Service.
 - 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 Thrive Corporate Management Service, 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 Thrive 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service.
- This Application Form, the Thrive Corporate Management Service 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,