

CORPORATE
FINANCE **B**ONDS

**£500m Listed
Corporate Bond Programme**

CORPORATE FINANCE BONDS LIMITED
£500,000,000 Secured Note Programme

SUBSCRIPTION FORM FOR NOTES

This form (the "**Subscription Form**") is for the exclusive use of applicants (the "**Applicant**") subscribing for the Notes issued by Corporate Finance Bonds Limited (the "**Issuer**").

This subscription form must be completed, signed, dated and then submitted or sent by mail to Corporate Finance Bonds Limited.

If you have any queries on the procedure for subscription and payment, you should contact: [•]

If you post your subscription form you are recommended to use first class post and to allow at least two working days for delivery. Photostat or faxed copies of the subscription form may not be accepted.

1 Investment information

This subscription is subject to the provisions set out in the most recent base prospectus of the Issuer (the "**Base Prospectus**"), the Terms and Conditions as annexed to this Subscription Form (the "**Conditions**") and applicable laws and regulations. Save where the context requires otherwise, terms defined in the Base Prospectus and the Conditions bear the same meaning when used in this Subscription Form.

Incomplete and illegible orders or orders with missing information will be accepted only after such missing or illegible information is submitted to the Issuer.

The Issuer is offering the Notes in minimum amounts of GBP100,000 (or such lower amount as the Issuer may agree).

The Issuer reserves the rights to withdraw any offer for the Notes in full prior to the acceptance of any subscription and reserves the right to reject in full or in part any subscription for the Notes.

Applicants should submit their remittance with this Subscription Form in respect of the price for the Notes taken by them. Remittance should be submitted in accordance with the instructions set out in section 2 of this Subscription Form.

2 Subscription information

Number of Notes applied for :

Sterling denominated Series 4 6.25% Notes due 2021 ISIN Code: GB00BD5M5K62

(the "**Notes**")

(or any smaller amount of Notes in respect of which this subscription is accepted) at nominal value, payable in full on subscription subject to the terms and conditions set out in this Subscription Form, the Base Prospectus and the Conditions.

Subscription payment :

Subscription amounts are to be remitted in GBP only. Details of the account to which subscription payments are to be transferred (the transfer description should include the name and reference of the transferring entity or person, the name of the Issuer and the reference "**Bond Subscription**"):

Account name: Corporate Finance Bonds Limited

Account number: LV39BLIB1001020320001

SWIFT: BLIBLV22

Details of the bank that will effect the transfer

Name of Bank		
Account No	IBAN Code	
	BIC Code	
Account owner		

Payments to Applicant

Details of the bank account to which payments to the Applicant are to be transferred:

Name of Bank		
Account No	IBAN Code	
	BIC Code	
Address		
Account name		
Account owner		

3 Information concerning applicants (companies)

Legal name of applicant:	
Registered address:	
Mailing address (if different from above):	
Please state which category you belong to: (Please tick relevant box)	
Asset Manager	<input type="checkbox"/>
Bank	<input type="checkbox"/>
Stockbroker	<input type="checkbox"/>
Insurance Company	<input type="checkbox"/>
Pension Fund	<input type="checkbox"/>
Other (please specify)	
Contact Details	
Telephone No.:	
Fax No.:	
E-mail:	
Administrative contact:	
Telephone No.:	
Fax No.:	
E-mail:	

4 Personal Data

The Issuer, as data controller, collects, stores and processes, by electronic or other means, the data supplied by Applicants. The data processed includes in particular the name, contact details (including postal or email address), banking details, invested amount and holdings in the Issuer of each Applicant (the "**Personal Data**").

Data supplied by Applicants, including Personal Data, is processed for the purpose of fulfilling the services required by the Applicants and complying with legal obligations, e.g. (i) maintaining the register of shareholders, (ii) processing subscriptions, redemptions and transfers and payments of interest and other distributions to shareholders, if any, and (iii) complying with applicable anti-money laundering rules.

Applicants may refuse to communicate Personal Data to the Issuer. In this case, however, the Issuer may reject a request for subscription for Notes issued by the Issuer.

Personal Data may be transferred to the Issuer's data processors (the "**Processors**") that are located in the EU. Personal Data may also be transferred to Processors which are located in countries outside of the EU and whose data protection laws may not offer an adequate level of protection. In applying for Notes, Applicants expressly consent and agree to such transfer of their Personal Data.

The Issuer undertakes not to transfer Personal Data to any other third parties except if required by law or on the basis of the Applicant's prior authorisation.

Applicants have a right to oppose to the use of their Personal Data for marketing purposes by writing to the Issuer. Applicants have a right to access their Personal Data and may ask for their Personal Data to be rectified where it is inaccurate or incomplete by writing to the Issuer.

Applicants must be aware that telephone conversations with the Issuer may be recorded. Recordings will be conducted in compliance with the applicable laws and regulations. Recordings may be produced in court or other legal proceedings with the same value in evidence as a written document.

5 Applicant declarations and additional information

By signing this Subscription Form, each Applicant declares and agrees with the following provisions.

Each Applicant:

- a) offers to subscribe for the Notes specified above (or such lesser number for which your subscription is accepted) on the terms of and subject to the Base Prospectus and the Conditions;
- b) agrees that upon acceptance of this subscription by the Issuer, the subscription shall become binding and irrevocable;
- c) agrees that, in respect of the Notes for which this subscription has been received and is not rejected, acceptance of the subscription shall be constituted by issue and that the Directors shall have absolute discretion as to the proportion (if less than in full) of the subscription for Notes which is accepted and issued;
- d) agrees that any definitive document or funds returnable to the Applicant may be retained pending clearance of the Applicant's remittance and the completion of any verification of identity required by the Money Laundering Regulations 2007;
- e) undertakes to provide satisfactory evidence of identity within such reasonable time, to be determined in the absolute discretion of the Issuer and its agents, to ensure compliance with the Money Laundering Regulations 2007 and warrants that the Applicant is not a person engaged in money laundering;
- f) authorises the Issuer to send a certificate in respect of the amount of Notes for which the subscription is accepted and/or a remittance returnable, by post, to the address of the person named in this Subscription Form;
- g) warrants that, where this Subscription Form is signed on behalf of another party, the signatory has due authority to do so on behalf of that other party and such party will also be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained herein and undertakes to enclose the power of attorney or a duly certified copy thereof with this Subscription Form;
- h) agrees that all acceptances and contracts resulting therefrom shall be governed by and construed in accordance with English law, and that the Applicant submits to the jurisdiction of the English Courts and agrees that nothing shall limit the right of the Issuer to bring any action, suit or proceedings arising out of or in connection with any such subscriptions and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- i) confirms that in making this subscription, the Applicant is not relying on any information or representation in relation to the Issuer other than the information contained in the Base Prospectus and accordingly the Applicant agrees that no person responsible solely or jointly for the Base Prospectus or any part thereof or involved in the preparation thereof shall have any liability for any such other information or representation;
- j) authorises the Issuer, or any persons authorised by the Issuer, as the Applicant's agent, to do all things necessary to effect registration of any Notes subscribed by the Applicant into the Applicant's name or into the name of any person in whose favour the entitlement to any such Notes have been transferred and authorise any representative of the Issuer to execute any document required therefore;
- k) agrees that, having had the opportunity to read the Base Prospectus, the Applicant shall be deemed to have had notice of all information and representations concerning the Issuer

contained therein and that a subscription for Notes is not an activity covered by the UK's Financial Services Compensation Scheme (FSCS) and that the Applicant may not be eligible for the Financial Ombudsman Service. The Applicant will consequently not be eligible to apply for any compensation from the FSCS;

- l) agrees 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; and
- m) warrants that the information contained in this Subscription Form is accurate and complete and undertakes to update it if necessary and in particular to inform the Issuer without delay with respect to any change to such information.

Each Applicant further represents, warrants and acknowledges as follows:

- a) Based on personal knowledge and experience in financial and business matters in general, including investment in non-listed and unregistered Notes, the Applicant understands the nature of this investment, is aware and familiar with the proposed business operations of the Issuer, and that the Applicant is able to evaluate the merits and risks of an investment in the Notes.
- b) The Applicant has been given the opportunity to ask questions about the Issuer and has been granted access to all information that has been requested with respect to the Issuer, financial and otherwise, and (where information has been provided) examined such information, and is satisfied with respect to the same.
- c) In determining to purchase an amount of the Notes, the Applicant has relied solely upon (i) the advice of its legal, tax or other financial advisers with respect to tax, economic and other consequences involved in purchasing the Notes (where such advice has been sought); and (ii) its own, independent evaluation of the business, operations, and prospects of the Issuer and the merits and risks of the purchase of the Notes.
- d) The Applicant understands and acknowledges that this investment is, by its nature, speculative.
- e) The Applicant has sufficient income and net worth such that the Applicant does not contemplate being required to dispose of any portion of the investment in the Notes to satisfy any existing or expected undertaking or indebtedness. The Applicant is able to bear the economic risks of an investment in the Notes including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Notes for an indefinite period of time.
- f) The Applicant is not acquiring the Notes with a view to any distribution or resale thereof, and the Applicant is not, directly or indirectly, participating in an underwriting of any such distribution or transfer.
- g) The Applicant will not sell or otherwise transfer or dispose of any of the Notes except in strict compliance with the provisions of the Trust Deed and the Conditions of the Notes and the restrictions on transfer described herein.
- i) The Applicant understand and acknowledges that, with respect to the Notes, conflicts of interest may arise as a result of various factors involving the Agents. The Applicant waives any and all of such conflicts of interest.

For so long as either (i) the Notes are capable of being issued pursuant to this Subscription Form, or (ii) the Applicant is a holder of Notes, the Applicant undertakes to notify the Issuer immediately upon any change in the Applicant's circumstances or status which would make any of the representations, warranties and acknowledgements given by the Applicant in connection with this subscription for the Notes untrue.

The Applicant hereby undertakes to review the representations, warranties and acknowledgements given by it in connection with this subscription for the Notes on a regular basis to consider whether such representations, warranties and acknowledgements in this subscription remain true.

The right is reserved to treat as valid any subscription not in all respects completed or delivered in accordance with the instructions accompanying the Subscription Form.

To ensure compliance with the Money Laundering Regulations 2007, the Issuer will require verification of identity from each Applicant and any person who either (i) tenders payment by way of cheque or banker's draft drawn on an account in the name of a person or persons other than the Applicant or (ii) appears to be acting on behalf of some other person. In the former case, verification of the identity of the Applicant will be required. In the latter case, verification of the identity of any person on whose behalf the Applicant appears to be acting will be required. The information required is set out in Appendix II

If the Issuer has not received evidence satisfactory to it as aforesaid with this Subscription Form, it will reject any such subscription in which event any remittance submitted in respect of that subscription will (subject to the requirements of the Money Laundering Regulations 2007) be returned to the Applicant (without prejudice to the rights of the Issuer to undertake proceedings to recover any loss suffered by them as a result of the failure to produce satisfactory evidence of identity).

Where possible, Applicants should make payment by their own cheque. In the case of a transfer from a forex account, the forex company must reference the Applicant by name and date of birth. If a third party cheque, banker's draft or building society cheque is used, the Applicant should:

- (i) write his/her name and address on the back of the draft or cheque and, in the case of an individual, record his/her date of birth against his/her name; and
- (ii) ask the bank or building society (if relevant) to endorse on the reverse of the draft or cheque the full name and account number of the person whose account is being debited and stamp such endorsement.

Where an Applicant is acting as a nominee or a trustee for another person/entity, the identity of the beneficiary must be established and in these cases appropriate documentary evidence to support the relationship and identification of all the relevant parties should be made available to the Issuer.

The Issuer may have additional money laundering requirements to those given above, including those which may be applicable as a result of anti money laundering regulations in other jurisdictions. The Applicant may have to produce additional evidence of identity at any time, in order to meet the Issuer's requirements.

Legal Counsel - Disclaimer

GRM Law, 1 Bedford Row, London WC1R 4BZ acts as English legal counsel to the Issuer. In connection with the Issuer's offering of Notes and subsequent advice to the Issuer, GRM Law will not be representing Noteholders. No independent legal counsel has been retained to represent the Noteholders. GRM Law's representation of the Issuer is limited to specific matters as to which it has been consulted by the Issuer. There may exist other matters that could have a bearing on the Issuer as to which either GRM Law has not been consulted. In addition, GRM Law does not undertake to monitor compliance by the Issuer or the Agents and their affiliates with the Issuer's (or its affiliates') investment programme, nor does GRM Law monitor ongoing compliance with applicable laws. In connection with the preparation of this document, GRM Law's responsibility is limited to English law and no responsibility is accepted in relation to any other matters referred to or disclosed in this document. In the course of advising the Issuer, there are times when the interests of Noteholders may differ from those of the Issuer. GRM Law does not represent the Noteholders' interests in resolving these issues. In reviewing this document, GRM Law has relied upon information furnished

to it by the Issuer and has not investigated or verified the accuracy and completeness of information set forth herein concerning the Issuer.

The above information is provided by way of guidance to reduce the likelihood of difficulties, delays and potential rejection of an Subscription Form (but without limiting the Issuer's right to require verification of identity as indicated above). If an Applicant has any questions regarding the above they should contact their independent financial adviser or introducer who can contact the Issuer for further guidance.

Each Applicant acknowledges and understands the meaning and legal consequences of the representations, warranties, agreements, acknowledgments, and undertakings set forth herein and agrees to indemnify and keep indemnified the Issuer together with its shareholders, directors, officers, agents, employees, controlling persons and professional advisers from and against any and all losses, claims, actions, damages, liabilities, costs or expenses, including but not limited to legal fees and court costs (collectively, "**Claims**"), to which any of the foregoing persons may become subject, insofar as such Claims are due to, or arise out of, or are connected directly or indirectly, to any breach of any such representations, warranties, agreements, acknowledgments, or understandings made by the Applicant regardless of whether the Claims are brought or caused by the Applicant or another party.

If the signatory is not the Applicant, please specify the capacity in which he/she is acting. If the subscription form is signed on the basis of authorisation, this authorisation or a duly certified copy thereof must be enclosed with the subscription form.

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Appendix I

Terms and Conditions of the Notes – as set out in the Pricing Supplement

Appendix II

KYC Information

Corporate Finance Bonds Limited
The City Arc
89 Worship Street
London, EC2A 2BF

T: 0203 411 2763

E: operations@corporatefinancebonds.com

W: www.corporatefinancebonds.com

Corporate Finance Bonds Limited is associated to the SA Group of companies
www.sa.uk.com

IMPORTANT NOTICE

Investments in Corporate Finance Bonds Limited are NOT covered by the Financial Services Compensation Scheme. The investment opportunity is only available to persons who are Certified High-Net-Worth Investors, Certified Sophisticated Investors, Self-Certified Sophisticated Investors, Certified Restricted Investors and/or Professional Investors or individuals who take independent advice from an authorised Independent Financial Adviser and only following receipt of the full offer document. Investments in Corporate Bonds and the income from them will be at risk and you may lose some or all of the funds invested.