



APPLICATION FOR SHARES

To:- Cayman National Mortgage Fund Ltd.

Date: _____

c/o Cayman National Fund Services Ltd.
Attention: Investor Services
P.O. Box 30239
Grand Cayman KY1-1201
Ph: 345-640-9263
Fax: 345-640-9000
e-mail: investorservices@cnifs.com

Dear Sirs:

1. I, the subscriber named below (the "Subscriber") acknowledge having received, reviewed and understood the prospectus dated December 2019 (as amended from time to time) (the "Propsectus") for the offering of participating redeemable shares in ("Shares") in Cayman National Mortgage Fund Ltd. (the "Fund").
2. Please accept my payment of US\$_____ for the purchase of participating redeemable shares in the Fund in accordance with the terms and conditions contained in the Prospectus and subject to the provisions of the memorandum and articles of association of the Fund (collectively, the "Articles").
3. Capitalised terms that are not otherwise defined herein have the meaning given to them in the Prospectus.
4. Please register the investment as follows:-

Subscriber's Full Name:

Address:

Phone/Fax:

Email:

Nationality:

Joint Holders:

5. *(Please tick one)*
 Please reinvest dividends on a monthly basis;

Please pay dividends to my CNB account number _____

6. The Shares will be issued by the Fund with the rights expressed to be attached to the Shares in the Prospectus relating to redemption, voting and dividends. Those terms are also incorporated by reference into this Application for Shares.
7. In the event of a conflict between the terms of this Application for Shares, the Prospectus and the Articles, the order of priority of those documents shall be first the Articles, second this Application for Shares and third the Prospectus.
8. The Subscriber is encouraged to consult with its own tax advisors regarding the possible implications of relevant withholding legislation on the Subscriber's investment in the Fund.
9. By executing this document the Subscriber authorises the Administrator to provide the Directors, the Advisor and/or the Fund's legal counsel, with information regarding the Subscriber's investment in the Fund.
10. The Subscriber understands that this Application for Shares shall not be binding on the Fund unless accepted by the Fund and the Fund may reject any application at its entire discretion.
11. The Subscriber understands, acknowledges, represents and agrees that:
 - i. many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively "Requirements") and the Fund or its agents could be requested or required to obtain certain assurances from you, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future; and
 - ii. it is the Fund's policy to comply with Requirements to which the Fund or its agents is or may become subject and to interpret them broadly in favour of disclosure.
12. The Subscriber agrees to provide additional information or take such other actions as may be necessary or advisable for the Fund to comply with any

Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise.

13. The Subscriber consents to disclosure by the Fund and its agents to relevant third parties of information pertaining to you or the Fund in respect of Requirements or information requests related thereto.
14. The Subscriber understands, acknowledges, represents and agrees that failure to honour any such request may result in compulsory redemption by the Fund.
15. The Subscriber agrees to provide to the Fund and its agents any additional information that the Fund or its agents deem necessary or appropriate to ensure compliance with Requirements.
16. The Subscriber acknowledges and agrees to produce any information required for verification or anti-money laundering purposes, the Fund may refuse to accept the application and the subscription monies relating thereto.
17. The Subscriber undertakes and agrees promptly to provide the Fund any information that the Fund may reasonably request with regard to the Fund's obligations to comply with (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes; and (b) any agreement or treaty between the Cayman Islands (or any Cayman Islands government body) and any other jurisdiction (including any government bodies in such jurisdiction) and any legislation, regulations or guidance in force in the Cayman Islands, regarding the automatic exchange of financial account information.
18. The Subscriber acknowledges and agrees that, should the Subscriber fail to provide any such information in a timely manner to the Fund, the Fund may do any one or a combination of the following:
 - i. compulsorily redeem a portion or all of the Subscriber's Shares;
 - ii. deduct amounts payable in respect of any redemption or repurchase of Shares to the Subscriber; or
 - iii. convert the Shares held by the Subscriber into Shares of a new class to enable the Fund to account for any deductions appropriately.

19. The Subscriber represents and agrees that:
- i. none of the Shares (nor any interest therein) is being acquired or will at any time be held, directly or indirectly, for the account or benefit of any Non-Qualified Person;
 - ii. none of the Shares will be transferred to any person who has failed to supply a similar representation; and
 - iii. it is not acquiring the Shares in connection with an invitation to the public of the Cayman Islands to subscribe for the Shares.
20. The Subscriber represents, warrants, covenants and agrees that the following statements are true as at the date of this Application for Shares and they are continuous and will be deemed to be repeated in connection with all further subscriptions for Shares by the Subscriber:
- i. **Reliance on Prospectus.** The Subscriber acknowledges that the Fund has delivered to the Subscriber the Prospectus. The Subscriber has not relied on any representations or other information purported to be given on behalf of the Fund except as set forth in the Prospectus or the published, financial accounts of the Fund.
 - ii. **No Resale.** The Shares are not being purchased with a view to resale.
 - iii. **Legality and Validity of Consents.** All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Application for Shares or the issuance of the Shares to be lawful and valid under the laws of any jurisdiction to which the Subscriber is subject have been obtained, complied with or observed.
 - iv. **Subscriber Knowledge.** The Subscriber possesses requisite knowledge and experience in financial matters such that it is capable of evaluating the merits and risks of an investment in the Fund (including without limitation, the ability to suffer a complete loss of the investment and need to hold the Shares for an indefinite period of time).
 - v. **Administrator.** The Subscriber acknowledges that due to anti-money laundering requirements operating in the Cayman Islands, the Fund may require further identification from the Subscriber before the application can be processed and the

Fund and the Administrator shall be held harmless and indemnified against any loss arising due to the failure to process this application if such information has not been provided by the Subscriber. The Subscriber hereby confirms that the Fund and the Administrator are each authorised and instructed to accept and execute any instruction in respect to the Shares to which this application relates given by the Subscriber by fax. If instructions are given by the Subscriber by fax, the Subscriber undertakes to forward the original immediately by regular mail to the Administrator. The Subscriber hereby indemnifies the Fund and the Administrator and agrees to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of either of them acting on fax instructions. The Fund and the Administrator may rely conclusively upon, and shall incur no liability in respect of, any action taken upon any notice, consent, request, instructions, or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons. The Subscriber acknowledges and consents that any action, proceeding or claim the Subscriber may bring against the Fund, the Directors, the Administrator, the Advisor, and/or its affiliates, shall be limited to the Shares, as the case may be, in which the Subscriber hereby invests.

- vi. **No Performance Guarantees.** No guarantees have been made to the Subscriber about future performance or financial results of the Fund.
- vii. **Suitability.** The Subscriber has read carefully and understands the Prospectus and has consulted its own attorney, accountant or investment adviser with respect to the investment contemplated hereby and its suitability for the Subscriber. The Subscriber hereby adopts and agrees to every provision set forth in the Prospectus. The Subscriber is fully informed as to (i) the legal and regulatory requirements within the Subscriber's country for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to the Subscriber, and (iii) any relevant tax considerations relating to the Subscriber arising out of the tax laws applicable to the Subscriber. The Subscriber understands and agrees that the Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised

or to any person to whom it is unlawful to make such offer or solicitation.

- viii. **Opportunity to Verify Information.** The Subscriber acknowledges that the representatives of the Fund, Advisor and Administrator have made available to the Subscriber, during the course of this transaction and prior to the purchase of any Shares, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering described in the Prospectus, and to obtain any additional information necessary to verify the information contained in the Prospectus or otherwise relevant to the suitability of the proposed investment and to the proposed activities of the Fund.
- ix. **Shares Not Listed.** The Subscriber understands and agrees that neither the Fund nor the Shares are listed with or approved by any securities regulatory authority in any jurisdiction.
- x. **No Need for Liquidity.** The Subscriber has no need for liquidity in connection with its purchase of the Shares. The Subscriber acknowledges and is aware that there are substantial restrictions on the transferability of the Shares. There will be no public market for the Shares. There are restrictions on the redemption rights of the Subscriber in relation to the Shares described in the Prospectus.
- xi. **Investment Objectives.** The purchase of the Shares by the Subscriber is consistent with the general investment objectives of the Subscriber.
- xii. **No Borrowings.** The Subscriber has not borrowed any portion of its contribution to the Fund, either directly or indirectly, from the Fund, the Advisor, Administrator, or any affiliate of the foregoing.
- xiii. **Fund Counsel Does Not Represent Investors.** The Subscriber understands and acknowledges that Appleby (Cayman) Ltd. only represents the Fund, and not the Subscriber, in connection with the offer and sale of the Shares.
- xiv. **Rejection of Subscription.** The Subscriber acknowledges that the subscription for the Shares contained herein may be

reduced or rejected by the Administrator in consultation with the Directors and/or the Advisor.

- xv. **Corporate Authorisation.** If the Subscriber is a corporate subscriber, the Subscriber has full right and power to make the investment applied for pursuant to this Application for Shares and all necessary corporate action has been taken to authorise the purchase of the Shares.
- xvi. **Compulsory Redemptions.** The Subscriber understands that the Shares may be subject to compulsory redemption in certain circumstances as set out in the Prospectus.
- xvii. **Non-petition.** The Subscriber acknowledges that, notwithstanding any other provision of this Application for Shares, if at any time the Fund restricts the number of Shares which may be redeemed by an investor on any Redemption Day or suspends or delays the payment of redemption proceeds in accordance with the Articles, each investor which has submitted a redemption request shall not at any time bring a petition to wind up the Fund or bring proceedings of a similar nature in any jurisdiction, where such right to bring such petition or similar proceedings arises as a result of the investor being a contingent creditor of the Fund until such time as such investor's redemption request has been satisfied in full.
- xviii. **Binding Nature of the Application for Shares.** This Application for Shares shall be binding upon the Subscriber and the legal representatives, successors and assigns of the Subscriber, and shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons. Two or more duplicate counterparts of this Application for Shares may be executed by the undersigned and accepted by the Fund, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- xix. **Change in Information.** The Subscriber agrees to advise the Fund promptly if the Subscriber becomes aware of any change in the information or representations set forth herein.
- xx. **Subscriber Indemnity.** The Subscriber hereby indemnifies the Fund against any and all liability, costs, claims, and expenses (including without limitation, reasonable attorneys' fees for the investigation of an preparation of a defence to any such

liability, claims, costs and expenses) resulting from a breach of any of the foregoing representations.

xxi. **Identification Requirements.** The Subscriber acknowledges and agrees to comply with the "Identification Requirements for Subscribers" attached hereto in Appendix 1 (which are subject to amendment by the Fund and the Administrator from time to time) and represents that all documents provided to the Fund or the Administrator pursuant thereto are true and correct. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Fund or the Administrator may refuse to accept the application and the subscription monies relating thereto.

xxii. **Negative Consent.** The Subscriber hereby agrees that if the Subscriber is asked to consent to any proposed amendment, variation or abrogation of the offering terms in the Prospectus and written notice of such proposed amendment, variation or abrogation is given to the Subscriber in accordance with the notice provisions of the Articles of Association, the Subscriber shall be deemed to have consented to the proposed amendment, variation or abrogation if the Subscriber does not affirmatively object in writing to such proposed amendment, variation or abrogation within 20 days (or such shorter time as may be determined by the Directors in their discretion) after such notice is received or deemed to have been received in accordance with the notice provisions of the Articles of Association.

21. **Governing Law and Jurisdiction.** This Application for Shares is governed by and construed in accordance with the laws of the Cayman Islands. Any dispute, action or proceeding initiated by the Subscriber arising out of or in connection with this Application for Shares or the Articles shall be subject to the exclusive jurisdiction of the Grand Court of the Cayman Islands. In all other cases, the parties agree to submit to the non-exclusive jurisdiction of the Grand Court of the Cayman Islands.

Yours faithfully,

Signature
Name:
Title:

Signature
Name:
Title:

Appendix 1 – Identification Requirements

Subscription Applications should be submitted along with the appropriate due diligence, in order to fulfill our regulators compliance guidelines:

For Individual Investors:

- Certified Copy of Passport
- Verification of address
- Bank/Legal (Character) reference

For a Company:

- Certificate of Incorporation
- Certificate of Good Standing (or equivalent confirmation that all annual fees and returns have been filed with the Registrar of Companies)
- Memorandum & Articles of Association
- Register of Directors
- List of Authorised Signatories (if applicable)
- For Business Principals/Directors (for at least two, if more than one):
 - a) Certified Copies of Passports
 - b) Verification of address
 - c) Bank/Legal (Character) reference

For a Partnership:

- Certificate of Limited Partnership Registration
- Certificate of Good Standing, (or equivalent confirmation that all annual fees and returns have been filed with the Registrar of Limited Partnerships)
- Copy of Limited Partnership Agreement
- General Partner - Register of Directors
- List of Authorised Signatories (if applicable)
- For General Partner Business Principals/Directors (for two if more than one):
 - a) Certified Copies of Passports
 - b) Verification of address
 - c) Bank/Legal (Character) reference

For a Trust:

- Copy of Trust Deed
- List of Authorised Signatories (if applicable)
- For Trustee/Settlor
 - a) Certified Copies of Passports
 - b) Verification of address
 - c) Bank/Legal (Character) reference

Names and Dates of Birth of Beneficiaries
Bank Details (if account held with Cayman National Bank only account number required):

**SUBSCRIBER SELF-CERTIFICATION FORM FOR AUTOMATIC EXCHANGE OF
INFORMATION FOR TAX MATTERS REPORTING**

If the Subscriber is an individual, you should complete the Individual Self-Certification Form.

If the Subscriber is an entity, you should complete the Entity Self-Certification Form.