

BCP

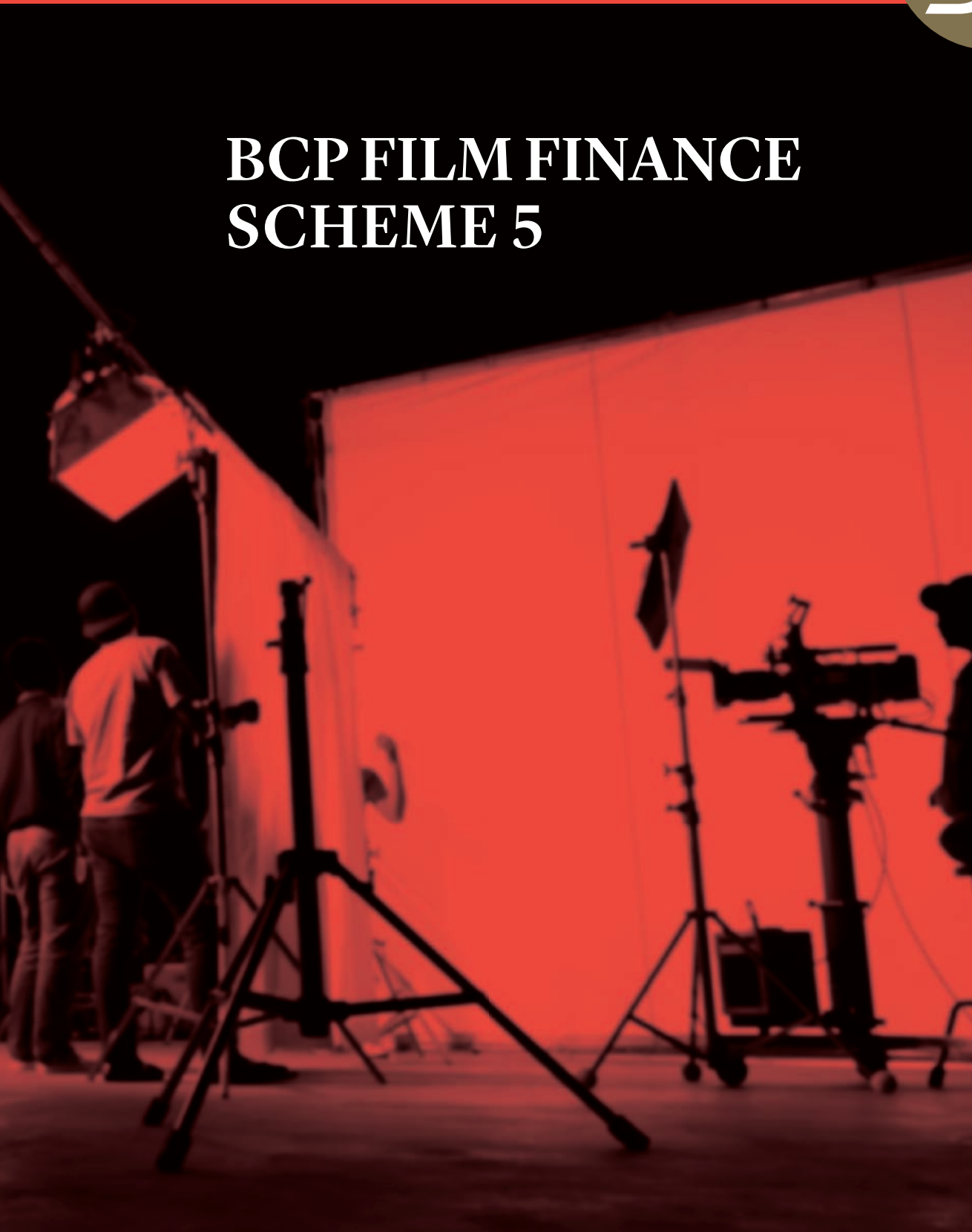
This is a capital at risk product

This is marketing material

Invest with confidence

Celebrating
50
Years

BCP FILM FINANCE SCHEME 5





OVERVIEW

- Opportunity to invest in Ireland's flourishing Film and Television sector
- **Targeted Return of 6% - 7% per annum** (net of all fees, gross of tax)
- Two versions - Income version and Accumulation version
- BCP has a strong 13 year track record in financing Film and TV projects
- Projects proposed by Saffery Champness, a leading consultancy firm to the Media Sector globally
- **BCP have provided c.€40 million in finance to nearly 70 projects**
- Portfolio Diversifier: Returns are uncorrelated with equity and bond markets
- Early exit facilitated after 12 months, subject to 3 month notice period and Scheme liquidity
- Minimum Investment €20,000
- Targeted maturity of May 2026

The BCP Film Finance Scheme 5 is **not regulated** by the Central Bank of Ireland.

Warning: The BCP Film Finance Scheme 5 is not regulated by the Central Bank of Ireland and as such it does not benefit from any investor compensation Scheme nor the Central Bank of Ireland's Client Asset Regulations. Whilst a complaint may be referred to the Financial Services and Pensions Ombudsman ('FSPO') as the product is unregulated there is no guarantee the FSPO will be able to accept it.

**Warning: The value of your Investment may go down as well as up.
You may get back less than you put in.**

Warning: If you invest in this Scheme, you may lose some or all of the money you invest.

Warning: If you need to encash your investment before May 2026, there may be insufficient cash to meet your early exit request.

Warning: If you encash your investment before May 2026 you may get back less than you invest.

Warning: Income Version - The income you get from this Investment may go down as well as up.



INTRODUCTION

The **BCP Film Finance Scheme 5 (the ‘Scheme’)** offers investors an opportunity to participate in Ireland’s flourishing film and TV sector with an attractive targeted return of 6% to 7% a year (net of all fees and charges). The Scheme will provide short term finance to medium sized Film and TV projects which meet strict criteria. Underlying investment opportunities are introduced by a leading international firm with an exceptional track record in Film and TV projects.

BCP AND FILM FINANCE SCHEMES

BCP Asset Management has over €3bn of Assets under Management and has been offering investments solutions for over 50 years. BCP’s conservative and disciplined approach to investment management has protected investors through numerous downturns. BCP identified the Film & TV sector as an

area for structural growth over a decade ago, and by working with specialist advisors in this sector, it has developed into a core area of investment expertise for the firm. As a result, BCP now has a strong 13 year track record in successfully financing Film & TV projects.

THE IRISH FILM AND TELEVISION INDUSTRY

Ireland’s film and television industry has been one of the success stories of the last decade. The sector has been recognised as strategically important by successive Governments with a stated objective to develop Ireland as a centre of excellence in media production through the development of the film, TV and animation sector.

The commercial and critical acclaim of high profile productions such as *The Favourite*, *Brooklyn*, *Room*, *Star Wars*, *Normal People*, *The Tudors*, *Vikings* and *Game of Thrones*, to name but a few, show the quality of productions emerging from Ireland. These projects highlight, and further enhance, our reputation as a talent pool and commercially friendly place to develop content.

The industry infrastructure has also grown steadily to support the increased output. Ireland is now home to six film studios across Dublin, Galway, Limerick

and Wicklow; 24 animation studios and over 22 post production studios. Infrastructural investment continues with planning permission having been granted for a new €300 million film studio and media campus near Greystones, Co. Wicklow backed by the Ireland Strategic Infrastructure Fund as well as a €60 million studio in Wexford.

The film & television sector is backed by generous financial support through both the S481 tax credit scheme and direct funding of TG4, Screen Ireland, RTE and Broadcast Authority of Ireland Sound and Vision Fund.

2021 was the biggest year on record for the sector with over €500 million in projects benefiting from S481 relief. And the future is looking bright, with the recent PwC Entertainment and Media Industry Outlook 2022-2026 forecasting a 4.53% CAR growth in the Irish sector over the next four years.

Warning: Past performance is not a reliable guide to future performance.

S481 TAX CREDIT SCHEME

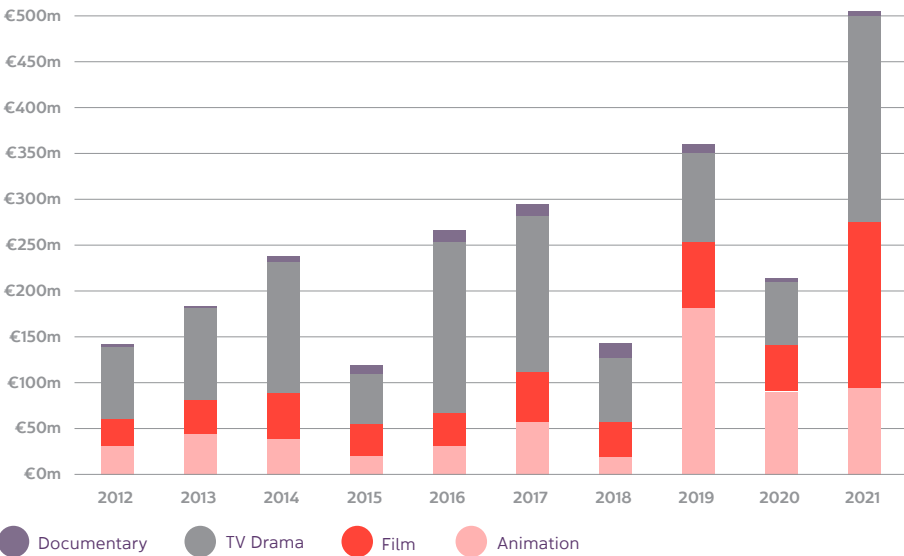
The Irish Government has been incentivising investment in TV and film production for decades. The current incentive scheme was introduced in 2015 and is commonly referred to as Section 481 Relief.

The incentive allows qualifying Producer Companies claim a generous tax credit on qualifying expenditure provided they meet certain criteria. In addition to supporting the general domestic TV and film industry, the S481 also has a core purpose to create a cultural dividend for the State. Section 481 Relief supports four categories of production – Creative Documentary, Feature Film, Television Drama and Animation.

The graph opposite shows the growth in projects availing of S481 Relief over the last decade. 2021 was the strongest year on record with over €500m worth of projects availing of the relief, up from €142m in 2012.

There have been a few difficult years on the way. 2015 highlights the importance of tax incentives as it was then that the structure of film tax relief changed from an investor claimed relief to a production company credit. It took the industry some time to adjust to the change which

Breakdown of 2019 film tax credit applications by production genre



Source: PWC report on Section 481 and the Film/TV industry & Ireland's Economy, Spring 2021

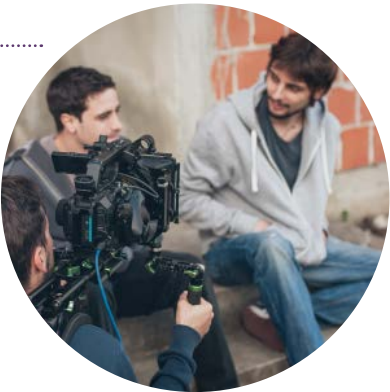
impacted on productions that year. 2020 was impacted by COVID as many productions simply had to close down.

Despite these challenges the sector is in rude health and grew over 350% between 2012 and 2021.

Originally S481 Relief was due to expire in 2020, but has been extended twice owing to the success of the credit. The latest renewal was introduced in the Finance Act 2022 which extended the relief until 2028.

CONTENT DEMAND

The number of media outlets requiring content has grown steadily over the last number of years. The entry of streaming services into the market has not only increased content demand but also caused a structural shift in the way content is financed. More and more projects are being pre-sold to streaming services such as NetFlix, Apple TV and Amazon Prime. This de-risks project sales and drives the delivery of higher quality professional content.



SECTOR EXPERTISE

As previously mentioned, BCP identified the Film & TV sector as an area for structural growth over a decade ago and has developed this as a core area of investment expertise for the firm.

The Irish Film & Television industry is a very specialised sector and we have been working in partnership with the Saffery Champness Media Team (formerly of Grant Thornton) since the launch of the first innovative BCP Film

Finance Scheme in 2015. The Saffery Champness film and TV Team are the leading providers of financial and advisory services to the global audiovisual sector. The firm's team of 75 people including 10 Film and TV partners with combined experience of over 180 years in the sector have advised on over 2,000 projects in the last 20 years. Saffery Champness was founded in 1855, over 165 years ago.

PROJECTS

The Film Finance Scheme provides short term, flexible loan facilities to fully funded film & television productions to assist them through the various stages of production. This requires a high degree of interaction between Saffery Champness, the scheme adviser, and project production teams. From initial assessment of business plans, to ensuring appropriate collateral is in place and where necessary extending, or early redemption of, facilities.

BCP has provided c. €40 million in finance to nearly 70 projects to date, a number of which have been award winning and most of which are currently available on leading subscription platforms and channels including Netflix, Apple TV, Amazon Prime, Disney, RTE and Virgin.

To date none of the projects financed through BCP Film Finance Schemes have defaulted on repaying capital advanced.

As the Irish film and television sector goes from strength to strength, and subscription platforms become more influential, we have seen the quality of projects improve and so too the size of loan facilities extended.

Wolfwalkers, a high profile project funded by the BCP Film Finance Scheme is a good example of this.



Wolfwalkers, is an animated fantasy adventure feature, directed by Oscar nominated Tomm Moore and Ross Stewart which was released to critical acclaim in October 2020. It is the third instalment of Moore's "Irish Folklore Trilogy". Wolfwalkers, along with the first two instalments "The Secret of Kells" and "The Song of the Sea", all received Oscar nominations for Best Animated Feature.

It was produced by Kilkenny based Cartoon Saloon which is a four-time Academy Award®, Golden Globe®, BAFTA and Emmy nominated animation studio.

Wolfwalkers had a limited theatre release due to COVID restrictions, but the project had already secured financial certainty through a pre-sale with Apple TV where it premiered in December 2020. It was nominated for Best Animation Film at the 2021 Global Globe® Awards and at the 2021 Oscar Academy Awards. The film picked up best Film at the 2021 IFTA awards.

The BCP Film Finance Scheme provided finance of €2,000,000 to Wolfwalkers during its production.



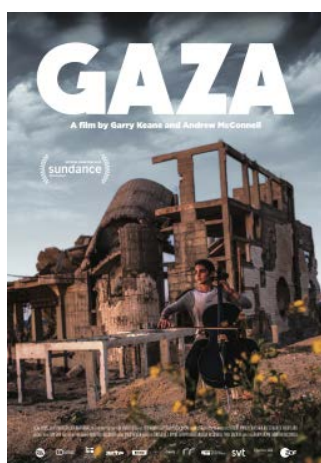
The animation sector is particularly strong in Ireland and an area the Scheme is very active in. The BCP Film Finance Scheme has successfully funded other animated projects such as "Odo" (Channel 5, RTÉ, €2,300,000 finance), "Pete the Cat" (Amazon Prime, €1,000,000 finance) and "Dorg Van Dango" (RTE/Nickelodeon, €800,000 finance).

Another critically acclaimed project to avail of finance through the BCP Film Finance Scheme was An Cailín Ciúin. This was a relatively small budget Irish language project directed by Colm Bairéad, produced by Insceal and supported by TG4, Screen Ireland and

the Broadcasting Authority of Ireland. Released in May 2022 the film was a global hit being nominated at the 2023 Oscar Academy Awards® for best International Feature Film and for both Best Adapted Screenplay and Best Foreign Language awards at the 2023 BAFTAs. The film picked up seven awards at the 2022 IFTAs.

The BCP Film Finance Scheme provided finance of €250,000 to An Cailín Ciúin.

BCP Film Finance Scheme has also provided finance to other notable IFTA award winning projects such as Black 47, Cardboard Gangsters, An Klondike, Pilgrimage and the Young Offenders.



Due to the short term nature of film financing it is important to have a continuous pipeline of new projects to replace those coming out of production. BCP and Saffery Champness have a pipeline of over €5,000,000 in potential new projects which meet our criteria and require funding.



BCP FILM FINANCE SCHEME 5

The BCP Film Finance Scheme 5 aims to build on the success of previous schemes by providing strategic lending to fully financed film and television projects in Ireland and the UK. The returns to Investors will be based upon the returns earned and the cashflows of the Scheme. The level of returns payable will be determined by BCP. The targeted return is 6% to 7% a year on average. The return of your investment at maturity (and early encashment where applicable) is subject to the borrowers' ability to repay the amounts borrowed.

Two versions:

Income version – Investors will be paid an annual coupon based upon the returns earned and the cashflows of the Scheme.

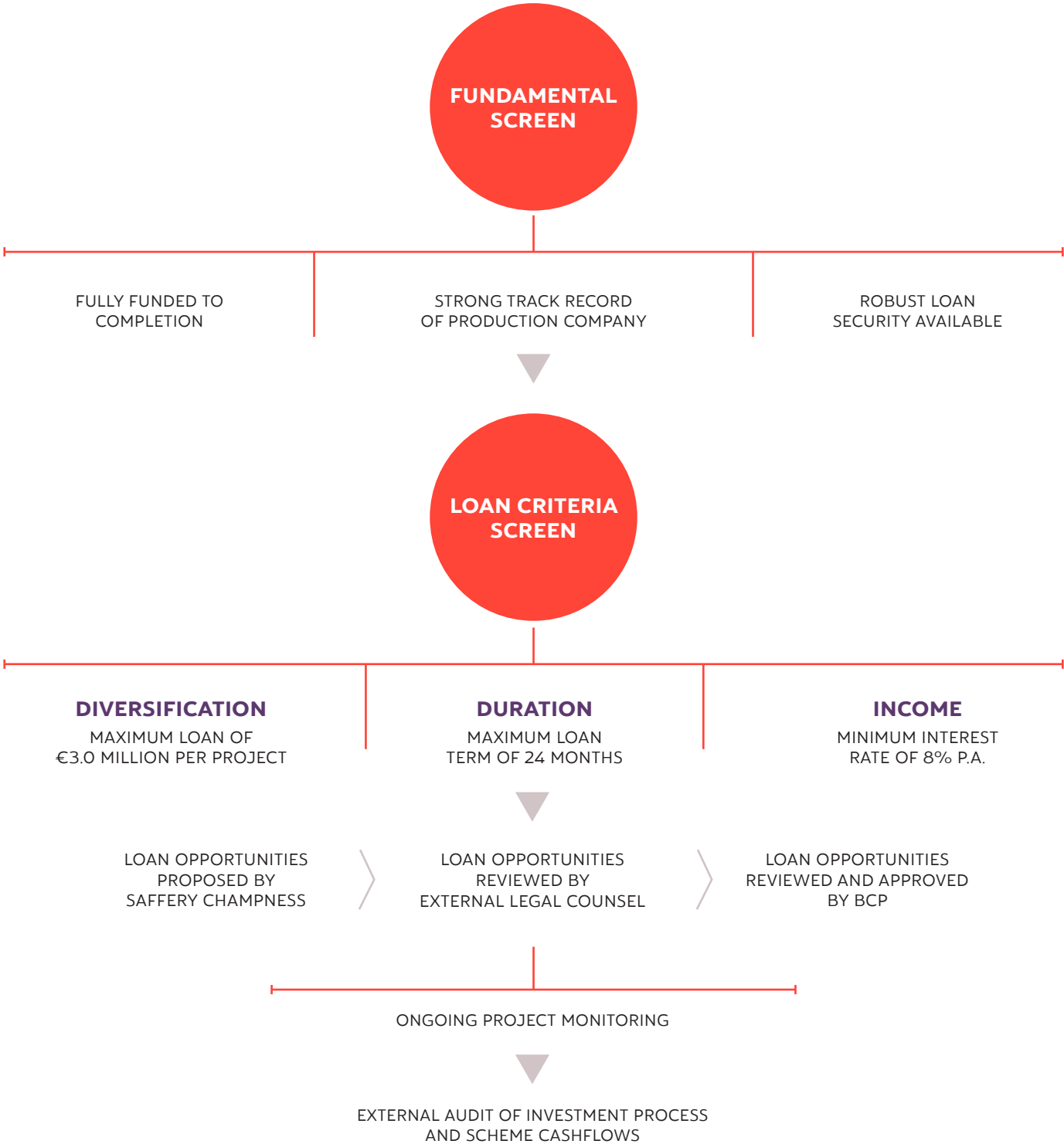
Accumulation version – Investors will be paid a return at maturity based upon the returns earned and the cashflows of the Scheme.

BCP and Saffery Champness have established a robust, multi-layered investment process with strict investment criteria. This is specifically designed to reduce risk to investors and includes the following:

- Projects must be fully funded
- Production companies must have a strong and proven track record
- Projects must be proposed by Saffery Champness Media Team and approved by BCP
- Maximum loan for any one project is €3.0 million
- Maximum loan term is 24 months
- Minimum loan interest is 8% a year

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MULTI LAYERED INVESTMENT SCREENING PROCESS



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KEY FEATURES

MANAGEMENT OF THE SCHEME

BCP Asset Management will manage the placement of funds into appropriate projects as well as the client account in which investor's funds will be held.

BCP will appoint professional service providers as required to ensure the continued compliant operation of the scheme within the terms of the

mandate. These will include obtaining legal opinions and appointing an independent auditor to provide an audit of the Scheme to assess compliance with the terms of the Investment Mandate and the correct application of all payments into and out of each investor's BCP account and the overall bank account.

Frequency of Scheme Pricing	Monthly
New Investment Acceptance	Monthly

PROFESSIONAL SERVICES

BCP will appoint professional service providers as required to ensure the continued compliant operation of the Scheme within the terms of the

mandate. These providers will include the provision of appropriate lending opportunities, independent audit and legal opinion where required.

PROFESSIONAL FINANCIAL ADVICE

Before committing to this investment, it is important that investors should consult their professional, financial and taxation advisors, and have regard to the risks involved, their own financial

circumstances and their tax position. Please also note that interest rates, current tax and pensions legislation may change during the term of the investment.

WHAT ARE THE RISKS INVOLVED IN THE SCHEME?

Risk of Capital loss – The return of capital at maturity is based on the ability of the Borrower to repay, if the Borrower was to default, clients will lose some or all of the investment and unpaid returns.

Liquidity Risk – Early exit is facilitated after 12 months, subject to a 3 month notice period and Scheme liquidity. Liquidity is restricted and can only be provided where the Scheme has sufficient liquid funds available.

Early Redemption Risk – The value that a client receives will be the market value at the time (as determined by BCP) and this may be more or less than the amount invested.

Lack of Compensation Scheme and Client Asset Protection – the Scheme is not regulated by the Central Bank of Ireland and as such it does not benefit from any investor compensation Scheme nor the Central Bank of Ireland's Client Asset Regulations.

Concentration Risk – The investment in the Scheme should only be considered as part of a client's overall investment portfolio. Clients should not put all, nor a large part, of their money available for investment into any one product, or with any one counterparty.

Inflation Risk – Any inflation during the term of the Scheme will reduce the real value of the investment over time.

RISK MANAGEMENT

RISK	RISK MANAGEMENT
Production is not completed	A full review of all insurances which are in place is carried out in advance of any loan facility being offered. Ongoing monitoring of each project will also be undertaken, with the power to replace production personnel if required.
Loan Not Repaid at Redemption date	Loan security enforced and the Finance Scheme either takes ownership of the distribution rights, the bank account attaching to the production or an assignment over the contractual payment from the purchasing network.
Number of Projects available not sufficient to generate the required return	BCP and Saffery Champness have a pipeline of borrowing requirements. It is expected that loan demand will continue sufficiently in order to achieve the target return of 6% - 7% per annum.
Security over Capital Sum	Funds are held in client accounts within BCP.
Available cash maybe insufficient to meet early exit request	A 3-month notice is required for any early exit request after 12 months to allow BCP to raise funds from new investors.

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TARGET MARKET ASSESSMENT / IS THIS INVESTMENT RIGHT FOR YOU?

When designing an investment product BCP spend a considerable amount of time ensuring the product features closely match the investment requirements of the target market we are distributing to.

Below we have provided a simple checklist of product features that we encourage all investors to review, alongside their financial advisor, in order to ensure the product accurately meets an individual's demands and that the product is appropriate for their specific investment needs. The below checklist should be reviewed in conjunction with the entirety of the product brochure.

BCP classifies investors into 4 broad categories depending on their approach to risk and rewards; Conservative, Cautious, Balanced and Growth. The BCP Film Finance Scheme 5 is considered appropriate for Balanced investors.

The Scheme is suitable for clients seeking a defined targeted level of annual income/accumulated return, looking for a short term investment, comfortable loaning to medium sized blue chip Film and TV projects and do not require a guaranteed level of capital protection.



INSIDE THE TARGET MARKET

- You have read the brochure and you understand how this investment works
- You have a minimum amount of €20,000 to invest
- You are willing to invest for an expected period of nearly 3 years
- You are seeking a targeted return of 6% to 7% per annum net of fees and are prepared to risk losing some or all of your investment
- You understand that the return of capital at maturity is based on the ability of the Borrower to repay, if the Borrower was to default, you will lose some or all of your investment and unpaid returns
- You have some knowledge of, and experience in, investments which allows you to understand the risks associated with this investment

OUTSIDE THE TARGET MARKET

- You do not understand how this investment works
- You are not willing to risk any capital
- You have not read the warnings and risk disclosures in the brochure
- You do not have sufficient knowledge of or experience in investments to understand the risks associated with the investment
- You are not willing to accept the risks associated with the investment
- You are looking for a regulated investment and or one which qualifies for an investor compensation scheme
- You are looking for an investment that promotes ESG compatible characteristics

FEE STRUCTURE

BCP will receive a fee of 1.00% for the design, distribution and marketing of the Scheme. A fee of 2.50% is payable to your intermediary. This fee is payable to BCP if you do not deal with us through an intermediary. 100% of your initial investment amount will be invested in the Film Finance Scheme 5.

The following fees will also be payable by the Scheme on an annual basis:

Investment Management Fee	1% per annum
Intermediary Renewal Commission	0.5% per annum
Custody & Administration Fee	0.8% per annum
Professional Service Fees	Shall not exceed 5% per annum



Please note that the target annual return of 6% - 7% over the term is net of all fees and charges as quoted above.

DO I HAVE ACCESS TO MY INVESTMENT

There is no exit allowable in the first year, you must be invested in the Scheme for 12 months before you can exit. There is a 2% exit penalty in year 2 and a 1% exit penalty in year 3, the exit penalty is based on the encashment amount and payable to the Scheme, it is not a fee to BCP. In order to access your investment written instruction must be received by BCP and there is a 3 month wait period for exits. The value that you receive will be the market value at the

time (as determined by BCP) and this may be more or less than your initial investment.

Early exit from your investment is subject to the Scheme having sufficient liquid funds available at that time.

You should only invest in the Scheme if you intend to invest until the targeted maturity date in May 2026.

WHAT ABOUT TAX

Income/returns will accrue to individual investors on an arising basis. Individual taxpayer investors will be assessed to tax under Schedule D Case III.

Income/returns are liable to income tax, USC and PRSI at marginal rates (if applicable). Independent tax advice should be sought. Under current

legislation, investments through qualifying pension products, ARFs, SSAPs and PRBs are exempt from tax; however, any payment of benefits or withdrawals from these structures are subject to tax in line with Revenue rules.

ARF is Approved Retirement Fund, SSAP is Small Self Administered Pension and PRB is Personal Retirement Bond.

BCP

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INVESTMENT MANDATE AND APPLICATION FORM

Application Form

INVESTMENT MANDATE

PLEASE COMPLETE BELOW FOR PERSONAL INVESTORS

First Investor Name:

Second Investor Name:

FOR A CORPORATE/PENSION PLEASE COMPLETE BELOW

Company/Pension Fund Name:

Company Registration Number:

To: B.C.P. ASSET MANAGEMENT DAC a company incorporated in Ireland (with company registration number: 92930) having its registered office at 71 Upper Leeson Street, Dublin, DO4 XK68 ("BCP").

[I] / [We] hereby agree to place monies in the amount of € _____ (the "Investment Monies") with BCP for the BCP Film Finance Scheme 5 – **Income Version**.

AND/OR

[I] / [We] hereby agree to place monies in the amount of € _____ (the "Investment Monies") with BCP for the BCP Film Finance Scheme 5 – **Accumulation Version**.

Dear Sirs

1. INTRODUCTION

This Investment Mandate sets out the terms and conditions on which [I am] / [we are] agreeing to participate in the Scheme (the "Film Finance Scheme 5") under which [I] / [we] will along with other investors provide (through BCP) short term bridging loans to medium size Irish and UK film and television projects.

2. INVESTMENT

2.1 [I] / [We] hereby agree to place the Investment Monies with BCP ("my" / [our] Investment") for the duration of the period (the "Investment Period").

2.2 [I] / [We] hereby agree to lodge the Investment Monies to the following [client] account (the "BCP Film Finance Account") of BCP:

Account Type: **Client Account**
 Account Title: **BCP Asset Management DAC – Film Finance Client A/c**
 Account Number: **05731-091**
 Sort Code: **93-12-33**
 IBAN: **IE72 AIBK 9312 3305 7310 91**
 Swift/BIC: **AIBKIE2D**

2.3 [I] / [We] hereby agree that on lodgement of the Investment Monies to the BCP Film Finance Account, such Investment Monies together with other lodgements made thereto by other third parties (by way of similar investments) (together with [me] / [us] the "Investors" and any of them an "Investor") will be pooled to form a pool of monies (the "Film Finance Pool").

2.4 Where payment is being made by cheque, please ensure the cheque is made payable to **BCP Asset Management DAC**.

2.5 The Scheme price is calculated on a monthly basis. Investment Monies received are allocated a start date of the 1st day of the following month. No interest will be paid to you in relation to the period up to the start date.

3. MANDATE

[I] / [We] hereby agree that during the Investment Period BCP may (and is irrevocably authorised by [me] / [us] to) apply all or part of the Film Finance Pool (including all or part of [my] / [our] Investment) on [my] / [our]

behalf and on behalf of the other Investors towards the making of short term bridging loans to "Eligible Borrowers" (and any of them an "Eligible Borrower") which meet the investment criteria below provided that:

- 3.1 the monies constituting each Loan shall be advanced on a pro rata basis as between all Investors;
- 3.2 interest on each such Loan is charged at a minimum rate of 8% per annum payable at maturity of each such Loan;
- 3.3 the term of each such Loan (i) does not exceed 24 months.
- 3.4 each Loan is secured by such security as BCP considers appropriate.
- 3.5 maximum loan for any one project is €3.0 million.

Eligible borrower means a film or television production company that has successfully completed and delivered at least 2 film or television projects. The project must also be fully financed and contracted to qualify. The borrower must also be able to satisfy the Lender that they have put in place sufficient safeguards and insurances to enable the project to be completed.

Lender means BCP Film Finance Scheme 5.

4. FEES

4.1 I / We have been notified of:

- 4.1.1 the initial fee payable to BCP for the design, distribution and marketing of the BCP Film Finance Scheme 5 as detailed in the BCP Film Finance Scheme 5 Investment Memorandum (of which this Investment Mandate forms part) (the "Investment Memorandum"); and
- 4.1.2 the initial fee payable to my / our intermediary (or BCP where I / we have no intermediary) as detailed in the Investment Memorandum, and I / we hereby agree to the payment of these fees to BCP and my / our intermediary (if applicable). I / We hereby confirm that we understand that these fees are not to be taken from my / our capital sum investment.

4.2 I / We have been notified of the annual fees payable to BCP for the provision of continued investment management, custody and administration services as detailed in the Investment Memorandum and I / we hereby agree to the payment of these fees to BCP.

4.3 I / We have been notified of the renewal fee payable to my / our intermediary (or BCP where I / we have no intermediary) as detailed in the Investment Memorandum and I / we hereby agree to the payment of these fees to my / our intermediary (or BCP where I / we have no intermediary).

4.4 I / We hereby agree that BCP is irrevocably authorised by us to withdraw monies from the BCP Film Finance Account in discharge of:

4.4.1 Professional service fees to include legal, audit and fees for the provision of suitable loan opportunities, which are reasonably and properly incurred by it or

4.4.2 Taxes payable by it, under, pursuant to or in connection with the Transactions (as such term is defined in clause 8 (Acknowledgements) below); and

These fees shall not exceed the maximum levels notified to me / us in the Investment Memorandum.

5. RECEIPTS

BCP hereby undertakes to lodge all receipts of principal repaid and interest and fees paid by each Eligible Borrower in respect of its Eligible Loan to the BCP Film Finance Account.

6. ACCESS

6.1 There is no exit allowable in the first year, you must be invested in the Scheme for 12 months before you can exit. However, liquidity is restricted and can only be provided where the Scheme has sufficient liquid funds available. You should only invest in the Scheme if you intend to invest until the targeted maturity date in May 2026.

6.2 In order to access your investment written instruction must be received by BCP and there is a 3 month wait period for exits. The value that you receive will be the market value at the time (as determined by BCP) and this may be more or less than your initial investment.

6.3 There is a 2% exit penalty in year 2 and a 1% exit penalty in year 3, the exit penalty is based on the encashment amount and payable to the Scheme, it is not a fee to BCP.

7. RETURN OF INVESTMENT MONIES

7.1 BCP hereby undertakes to return to [me] / [us] within 14 days of the expiry of the Investment Period (or on such later date as and when Loans are repaid and such monies are lodged to the BCP Film Finance Account), [my] / [our] share (pro rata with all other Investors) (the "Returned Monies") of all monies standing to the credit of the BCP Film Finance Account after all Fees payable under clause 4 (Fees) have first been discharged therefrom.

7.2 The amount of the Returned Monies:

7.2.1 shall not exceed: (i) [my] / [our] Investment together with all interest accrued thereon during the Investment Period and the amount of any arrangement or other fees associated therewith (and payable by any relevant Eligible Borrower) less (ii) [my] / [our] pro rata share of all fees paid in accordance with clause 4 of this Investment Mandate and less (iii) [my] / [our] pro rata share of all costs and expenses incurred by BCP in (a) banking costs and (b) enforcing its rights under any Loan; and

7.2.2 may be less than the amount of [my] / [our] Investment together with all interest accrued thereon during the Investment Period and the amount of any arrangement or other fees associated therewith (and payable by any relevant Eligible Borrower) (less [my] / [our] pro rata share of all fees paid in accordance with clause 4 of this Investment Mandate and [my] / [our] pro rata share of all costs and expenses incurred by BCP in (a) banking costs and (b) enforcing its rights under any Loan) as a result of the possibility that certain Eligible Borrowers may default in repayment of the Loan advanced to them together with all other amounts outstanding thereunder and payable by them and [I] / [we] hereby acknowledge same.

7.3 Income Version – I/we hereby acknowledge that I/we will receive income coupons from my/our investment in the Scheme during the investment term as appropriately recommended by BCP but no less than annually where performance and cash flows permit.

Accumulation Version – I / we hereby acknowledge that I/we will receive the accumulated returns from my/our investment in the Scheme at the expected maturity date of May 2026.

8. ACKNOWLEDGEMENTS

[I] / [We] hereby acknowledge that we fully understand and appreciate that by making [my] / [our] Investment and the advancing of Loans to Eligible Borrowers (the "Transactions"):

8.1 [I] / [we] may lose some or all of the Investment Monies; and

8.2 [I] / [we] will not have access to the Investment Monies during the Investment Period or such later period subsequent thereto where Loans continue to be outstanding; and

8.3 [I] / [we] understand that BCP has the discretion to repay part of the Returned Monies to investors before the maturity date where a loan has been repaid early or partially repaid (provided BCP does not foresee any other use for the funds within the Investment Mandate) however [I] / [we] understand that we are unlikely to receive the Returned Monies until the Investment Period has expired and all Loans have been repaid in full by the Eligible Borrowers; and

8.4 the value of [my] / [our] Investment may go down as well as up; and

8.5 Income Version – the income [I] / [we] get from [my] / [our] Investment may go down as well as up; and

8.6 BCP shall not have any liability whatsoever for any refusal or inability on the part of an Eligible Borrower to repay the loan advanced to it by BCP; and

8.7 [I] / [we] have been, and will continue to be, solely responsible for making [my] / [our] own independent appraisal and investigation of all risks arising under or in connection with [my] / [our] Investment and the Transactions.

9. POWER OF ATTORNEY

9.1 I / We hereby irrevocably and by way of security for my / our obligations hereunder, appoint BCP (the "Attorney") severally my / our true and lawful attorney, for and on my / our behalf and in my / our name or otherwise and as my / our act and deed, to do or execute all or any of the acts and things hereinafter mentioned:

9.1.1 to consider, settle and approve the terms of and execute (under hand or seal), deliver and / or issue all agreements, certificates, instruments and other documents whatsoever which the Attorney considers is required or desirable in connection with or arising out of the Transactions; and

9.1.2 to take all such other actions or do anything which the Attorney considers to be necessary or desirable to give effect to the Transactions or is required or desirable in connection with or arising out of the Transactions.

9.2 I / We hereby declare that:

9.2.1 the Attorney shall have full power to delegate some or all of the powers conferred on it under this clause 9 (Power of attorney) (other than the power to sub delegate); but no such delegation shall preclude the subsequent exercise of such power by the Attorney itself or preclude the Attorney from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Attorney at any time;

9.2.2 a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that the power of attorney granted under this clause 9 (Power of attorney) has not been revoked as conclusive evidence of that fact; and

9.2.3 the agreements, certificates, instruments, other documents, acts and things which shall be executed or done by the Attorney by virtue of the power of attorney granted under this clause 9 (Power of attorney) shall be as good, valid and effectual to all intents and purposes whatsoever as if they had been executed or done by me / us.

9.3 I/We hereby:

9.3.1 ratify and confirm and agree to ratify and confirm from time to time and at all times whatever the Attorney shall do or purport to do or cause to be done by virtue of the power of attorney granted under this clause 9 (Power of attorney); and

9.3.2 unconditionally undertake to indemnify the Attorney and its respective delegates, personal representatives and successors against all actions, proceedings, claims, costs, expenses and liabilities of any and every description arising from the exercise or purported exercise in good faith of any of the powers conferred by the power of attorney granted under this clause 9 (Power of attorney).

10. INDEMNITY

[I] / [We] shall, forthwith on demand, indemnify BCP (pro rata with the other Investors) against any loss or liability which BCP suffers or incurs arising from or in connection with [my] / [our] Investment and / or the Transactions. Such indemnity to BCP is limited to the value of [my] / [our] Investment.

11. TERMINATION OF FILM FINANCE SCHEME 5

- 11.1 BCP shall be entitled to terminate (a "Termination") the Film Finance Scheme 5 if (in its opinion) the Film Finance Scheme 5 is no longer viable or is no longer likely to achieve the objectives for which it was established.
- 11.2 BCP hereby undertakes to return to [me] / [us] within 14 days of Termination (or on such later date as and when Loans are repaid and such monies are lodged to the BCP Film Finance Account), [my] / [our] share (pro rata with all other Investors) of all monies standing to the credit of the BCP Film Finance Account after [my] / [our] pro rata share of all Fees payable under clause 4 (Fees) have first been discharged therefrom.
- 11.3 Clause 7.2 of this Investment Mandate applies equally to all monies returned under clause 11.2 above.

12. LAW AND JURISDICTION**12.1 Governing law**

This Investment Mandate and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

12.2 Jurisdiction

It is irrevocably agreed for the exclusive benefit of BCP that the courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Investment Mandate (including a dispute relating to the existence, validity or termination of this Investment Mandate or any non-contractual obligations arising out of or in connection with this Investment Mandate) and that accordingly any suit, action or proceeding arising out of or in connection with this Investment Mandate (in this clause referred to as "Proceedings") may be brought in such courts. Nothing in this clause shall limit the right of BCP to take Proceedings against [me] / [us] in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

13. DATA PROTECTION

BCP Asset Management DAC complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

"Information" means any information given by you or on your behalf in connection with your Investment Application to us. Where you are not a natural person, Information also includes any information you provide to us in respect of your officers, directors or employees, in this regard the use of the term 'you' in this Section 13. Data Protection refers to you or such individuals as appropriate. Information includes any further information which may be given at a later stage either in writing, by email at a meeting or over the telephone including that furnished in connection with any application for any product/service available through us.

The Information will be used by us for the purposes of processing your applications, managing and administering your relationship with us and any products/services for which you have completed an application. The information will also be used for the prevention of money laundering, financing of terrorism or fraud, and compliance with any legal and regulatory obligations which apply to us.

The Information may be disclosed to BCP Asset Management group, third parties including, but not limited to, the intermediary acting on your behalf, product producers/service providers to which you have submitted an application or to which such submission is being contemplated, the providers of services to us, the Administrator, distributors, the Trustee and/or their respective delegates and agents of any Fund you are invested in. We may also disclose your data for legitimate business interest & legal obligations, to auditors, the Central Bank of Ireland, the Irish Revenue Commissioners, other relevant regulators and tax authorities. For further information on Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) please refer to Irish revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> in the case of CRS only. Please refer to the BCP Data Privacy Notice and Data Privacy Summary on our website www.bcp.ie for how we obtain your information.

RIGHT OF ACCESS, RECTIFICATION OR ERASURE

You have the right at any time to request a copy of any "personal data" (within the meaning of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018) that we hold in relation to you and have it corrected if it is inaccurate or out of date. To exercise your Right of Access or to update your details under your Right of Rectification or Erasure please email your request to DataProtection@bcp.ie.

DATA RETENTION

Information submitted by you when making an enquiry may be retained by us for a period of up to 12 months from the date of the enquiry. Investor's information will be held for a period of at least 6 years after the ending of the client relationship.

DATA SECURITY

BCP Asset Management DAC intend to strictly protect the security of your personal information and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information held by us.

14. CONFIRMATION OF IDENTITY (NEW & EXISTING CLIENTS)

- 14.1 Further to the money laundering provisions of the Criminal Justice (Money Laundering & Terrorist Financing) Act, 2010 as amended clients must provide with their application (1) Original certified copy of signed passport or full drivers licence certified by one of the following: Garda Síochána / Accountant / Solicitor / Notary Public / Embassy-Consular Staff Member / Authorised Financial Service Provider and (2) original address verification (e.g. utility bill) dated within the last 6 months. Please note this applies to existing as well as new clients.

APPLICATION FORM

INVESTMENT ADVICE

Have you received investment advice with respect to this investment? Yes ☐ No ☐

CONTACT DETAILS

(1) NAME (MR/MS)

DATE OF BIRTH

Place of Birth (Town/City)

PPS NUMBER

ADDRESS

TELEPHONE

Day

Mobile

EMAIL

for vespro.bcp.ie registration to view your account online

(2) NAME (MR/MS)

DATE OF BIRTH

Place of Birth (Town/City)

PPS NUMBER

ADDRESS

TELEPHONE

Day

Mobile

EMAIL

for additional user for vespro.bcp.ie registrations to view your account online

FOR CORPORATE, SELF DIRECTED SSAP, ARF, PRB AND PRSA INVESTORS ENTER THE NAME AND ADDRESS OF THE APPLICANT HERE:

ANTI MONEY LAUNDERING REQUIREMENTS

As part of our Anti Money Laundering requirements we are obliged to obtain information about your employment, income, details on how you acquired the money you are investing and the source of the funds being used.

EMPLOYMENT STATUS	INVESTOR 1	INVESTOR 2
	Employed <input type="checkbox"/>	Employed <input type="checkbox"/>
	Self Employed <input type="checkbox"/>	Self Employed <input type="checkbox"/>
	Not Employed <input type="checkbox"/>	Not Employed <input type="checkbox"/>
	Retired <input type="checkbox"/>	Retired <input type="checkbox"/>
	Third Level Education <input type="checkbox"/>	Third Level Education <input type="checkbox"/>

ANTI MONEY LAUNDERING REQUIREMENTS continued...**Please provide a description of your occupation / former occupation**

Please provide details of your employer or business (if self-employed), or former employer/business if retired. Please include name, type of business and nature of activities. If Self Employed please detail the country or countries where at least 20% of turnover originates.

Are you resident for tax purposes of any country or territory other than Ireland for tax purposes?
 Yes ☐ No ☐

 Yes ☐ No ☐

 If **Yes**, please list below all countries/territories in which you are resident and provide the relevant Tax Identification Number(s) (TIN)

Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner (or have been), a PEP or RCA of a PEP?

 Yes ☐ No ☐

 Yes ☐ No ☐
Do you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner hold (or have held) a prominent position or enjoy (or have enjoyed) a high public profile?

 Yes ☐ No ☐

 Yes ☐ No ☐
Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner involved (or have been involved) in political lobbying?

 Yes ☐ No ☐

 Yes ☐ No ☐
If you have answered Yes to any of the above three questions, please complete the PEP, RCA and Other Persons of Influence Supplementary Form contained on page 24. An explanation of these terms is provided in the Supplementary Form.
FOR CORPORATES AND CHARITIES**Please complete for Corporates and Charities:**

Please provide a brief description of your business activities

Please detail the country or countries where at least 20% of turnover originates

Your website (if applicable)

SOURCE OR WEALTH & FUNDS

SOURCE OF WEALTH

Please select the relevant source(s) below to confirm how you accumulated the money you are currently investing. You may select more than one option.

1. Accumulated earnings or Savings

☐

Please provide details below

If you have selected **Accumulated earnings or Savings** please indicate the approximate gross annual income for each investor from all sources:

INVESTOR 1

< €20,000

☐

€20,000 – €50,000

☐

€50,000 – €100,000

☐

€100,000 – €150,000

☐

> €150,000

☐

INVESTOR 2

< €20,000

☐

€20,000 – €50,000

☐

€50,000 – €100,000

☐

€100,000 – €150,000

☐

> €150,000

☐

2. Gift/Inheritance

☐

Please provide details below

3. Sale of Asset / Investment

☐

Please provide details below

4. Sale of business

☐

Please provide details below

5. Retirement lump sum

☐

Please provide details below

6. Lottery win

☐

Please provide details below

7. Other

☐

Please provide details below

Please provide as much information as you can on your Source of Wealth in the box below. In some instances BCP Asset Management may be required to obtain proof of Source of Wealth depending on the type of client, investment amount etc.

SOURCE OR WEALTH & FUNDS continued...

SOURCE OF FUNDS

☐ Maturing BCP investment

☐ Investment from existing funds

☐ Non-BCP maturity / encashment

Please provide the name of the financial institution in the box below

Financial institution:

PAYMENT METHOD

☐ Personal cheque

☐ EFT/Bank transfer

Please complete the section below

☐ Bank / Credit Union Draft*

Please complete the section below and confirm the reason why a draft was used

Reason for using Bank / Credit Union Draft:

For payment by EFT/Bank transfer or Bank/Credit Union Draft please complete the details below:

Institution Name

Location of Account

Account Name

IBAN

*Where payment is via Bank/Credit Union Draft we also require:

The Draft must be accompanied with evidence from the bank/credit union (machine printed) that confirms the account number from which the Draft was drawn and the amount debited from the account. The form must be signed by the applicant(s). Alternatively please provide a copy of the account statement showing the withdrawal of the funds for the Draft.

BANK DETAILS FOR PAYMENTS

In order to pay the annual coupon (for the Income Version) and pay the proceeds at maturity please provide the relevant bank account details for you:

Bank/Building Society/
Credit Union Name

Location of Bank Account

Account Name

IBAN

DECLARATIONS

I/We authorise my/our advisor to view details of my/our account online via vespro.bcp.ie.

I/We agree to receive valuations and other communications from BCP online via vespro.bcp.ie.

I/We hereby request and authorise BCP to give effect to any written request, direction or instruction relating to the Scheme on the signature(s) of me/us and I/We declare that this authorisation, unless terminated by my/our death or by operation of law, shall remain in full force and effect until the end of the Term of the Scheme.

I/We understand the Terms and Conditions as set out in the Brochure and Investment Mandate and agree to be bound by them.

I/We confirm that I have read and understand the benefits, risks and warnings as set out in the Brochure.

I/We agree to advise BCP immediately if, during the term of my/our investment, I/we or any beneficial owner becomes a PEP or a relative or close associate of a PEP or other person of influence.

I/We agree to notify BCP immediately if, during the term of my/our investment, there is a change of any beneficial owner or controller.

I/We confirm all the information is true and complete, including that not completed in my/our own hand.

I/We consent to the Information provided being used as described in the Data Protection section of the Terms of Business and I/we consent to the extent required to the processing of the Information relating to me/us, including the transfer of the Information outside the EEA, as outlined therein.

I/We consent to my/our personal information being used by BCP Asset Management DAC to provide information on new investment opportunities.

Yes

No

SIGNATURES

IN WITNESS WHEREOF this Investment Mandate has been duly executed as a deed on _____

WHERE THE INVESTOR IS AN IRISH RESIDENT INDIVIDUAL

**SIGNED AND DELIVERED
AS A DEED BY:**

Insert name of First Investor

Insert name of Second Investor

Signature of First Investor

Signature of Second Investor

**IN THE PRESENCE OF:
SIGNATURE OF WITNESS**

ADDRESS OF WITNESS

OR WHERE THE INVESTOR IS AN IRISH INCORPORATED COMPANY/PENSION FUND INVESTOR

Insert name of investor company/pension fund investor

Name of Director/Signatory

Name of Director/Signatory

Signed by Director/Signatory

Signed by Director/Signatory

**IN THE PRESENCE OF:
SIGNATURE OF WITNESS**

ADDRESS OF WITNESS

INTERMEDIARY DECLARATION

Name of Intermediary Firm

Please note that for the purposes of face to face (see below), video calls do not constitute face to face, you must have met the client in person.

When was your last in person face to face meeting with the client Month Year Never met in person

When was your last video meeting with the client Month Year Never met via video

How long have you known the client

Does the client meet all the target market criteria outlined in the Brochure? Yes ☐ No ☐

If **No**, please explain the reason(s)

Have you completed all checks to verify the identity, address, source of funds and source of wealth of the applicant to the standards set out in the Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) legislation? Yes ☐ No ☐

Please provide any additional information you feel may be relevant in assessing this application from an Anti-Money Laundering / Counter Terrorism Financing perspective e.g. how long you have known the client, source of wealth, various sources of income:

I hereby confirm that I **have provided**/I **have not provided** (please circle as appropriate) investment advice to my client with respect to this investment

SIGNATURE

DATE

NAME

POSITION

For and on behalf of the intermediary

"It was resolved that the entity should invest:

and the following are authorised to complete, on behalf of the entity, the application forms and other documentation relating to this investment."

NAME	OFFICIAL POSITION	SIGNATURE

I certify the above to be a true copy of the Resolution recorded in the minute book

POLITICALLY EXPOSED PERSON (PEP) OR RELATIVE OR CLOSE ASSOCIATE (RCA) OF A PEP AND OTHER PERSONS OF INFLUENCE FORM

THIS FORM ONLY NEEDS TO BE COMPLETED IF YOU HAVE ANSWERED YES TO ANY OF THE QUESTIONS IN RELATION TO PEPs, RCAs OR OTHER PERSONS OF INFLUENCE IN SECTION C OF THE APPLICATION FORM

A INVESTOR DETAILS

We are obliged under AML legislation to identify PEPs, RCAs and other Persons of Influence.

APPLICANT:

B PEP\RCa STATUS

An explanation of PEP and RCA is detailed overleaf

Are any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner (or have been), a PEP or RCA of a PEP?

Yes

No

I/We am/are (or have been) a PEP:

Yes

No

If you have answered **Yes**, please provide the details of the name of the PEP and prominent public function he/she perform/performed:

I/We am/are a Relative or Close Associate of a PEP or former PEP:

Yes

No

If you have answered **Yes**, please complete below:

Name of Relative or Close Associate of the PEP:

Relationship to PEP:

Name of PEP:

Prominent public function performed by the PEP:

C OTHER PERSONS OF INFLUENCE

Do any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner **hold (or have held) a prominent position or enjoy (or have enjoyed) a high public profile?**

Yes

No

If you have answered **Yes** please confirm:

Name of the person who holds/held the prominent position

Please confirm the prominent position held:

A Senior local or regional public official with the ability to influence the awarding of public contracts

Yes

No

A decision making member of a high profile sporting body

Yes

No

An individual that is known to influence the government and other senior decision makers

Yes

No

Another prominent position (please specify)

Are any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner **involved (or have been involved) in political lobbying?**

Yes

No

If you have answered **Yes** please confirm

Name of the person involved in political lobbying

Name of the relevant political lobbying entity

D

ROLE DETAILS

Role Options : Beneficiary, Trustee, Settlor, Appointer, Company Owner, Director, Beneficial Owner

For each person for whom you have answered yes to the above question, please complete the following:

ROLE	FIRST NAME	LAST NAME	ADDRESS

INFORMATION NOTE

Who is a Politically Exposed Person (PEP)?

A "politically exposed person" means any individual, who currently is, or has at any time, been entrusted with a prominent public function and performs any of the following roles:

- (A) A head of state, head of government, government minister or deputy or assistant government minister
- (B) A member of a parliament/member of a legislature or equivalent/member of the governing body of a political party
- (C) A member of a Supreme Court, Constitutional Court or any other high level judicial body which passes non-appealable verdicts (except in exceptional circumstances)
- (D) A member of a court of auditors or the board of a central bank
- (E) An ambassador, charge d'affairs or high ranking officer in the armed forces
- (F) A member of the administrative, management or supervisory body of a state owned enterprise
- (G) A director, deputy director or member of the board of, or person performing the equivalent function in relation to, an international organisation

Who is a Relative?

- (A) Any spouse of the Politically Exposed Person
- (B) Any person who is considered to be a common law spouse of the politically exposed person under law
- (C) A child of the politically exposed person
- (D) Any spouse of the child of a politically exposed person
- (E) Any parent of the politically exposed person
- (F) Any other family member of the politically exposed person who is of a prescribed class set out by the Department of Finance

Who is a Close Associate?

- (A) Any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the politically exposed person
- (B) Any individual who has a sole beneficial ownership of a legal entity or legal arrangement set up for the actual benefit of the politically exposed person



Please complete this form for each person who has a Beneficial Ownership in this entity.

Central Register of Beneficial Ownership of Companies and Industrial and Provident Societies (RBO)

Data which should be held by companies in their own internal Beneficial Ownership Register. The following must be completed for each Beneficial Owner:

1	Company / Entity Name:
2	Company / Entity Number:
3	Surname:
4	Forename(s):
5	Date of Birth:
6	Nationality:
7	Country of residence:
8	Nature of Interest/Control (e.g. shareholder):
9	Extent of Interest/Control (e.g. 30%):
10	Residential address:
11	Eircode (optional):
12	Date of entry as beneficial owner:
13	Date of cessation as beneficial owner:
<p>If, having exhausted all possible means, no natural persons are identified as beneficial owners, please enter the names and details of the natural person(s) who hold the position(s) of senior managing official(s) of the company. Companies shall keep records of the actions taken to identify their beneficial owners (see Article 3(6)(ii), 4AMLD, and Regulation (5) of S1 560/2016).</p>	



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9	Extent of Interest/Control (e.g. 30%):
10	Residential address:
11	Eircode (optional):
12	Date of entry as beneficial owner:
13	Date of cessation as beneficial owner:
<p>If, having exhausted all possible means, no natural persons are identified as beneficial owners, please enter the names and details of the natural person(s) who hold the position(s) of senior managing official(s) of the company. Companies shall keep records of the actions taken to identify their beneficial owners (see Article 3(6)(ii), 4AMLD, and Regulation (5) of S1 560/2016).</p>	

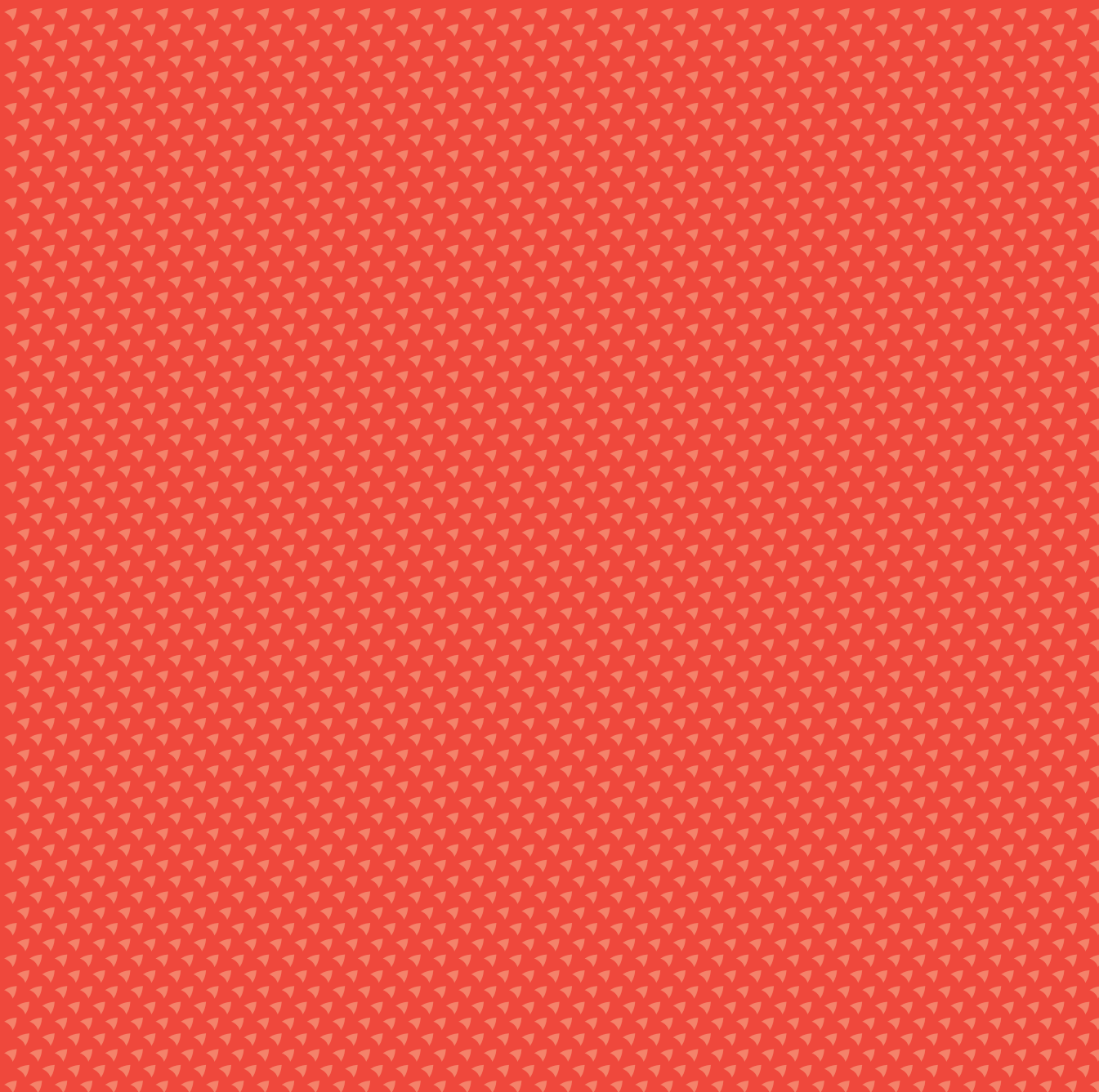


Please complete this form for each person who has a Beneficial Ownership in this entity.

Central Register of Beneficial Ownership of Companies and Industrial and Provident Societies (RBO)

Data which should be held by companies in their own internal Beneficial Ownership Register. The following must be completed for each Beneficial Owner:

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4	Forename(s):
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7	Country of residence:
8	Nature of Interest/Control (e.g. shareholder):
9	Extent of Interest/Control (e.g. 30%):
10	Residential address:
11	Eircode (optional):
12	Date of entry as beneficial owner:
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<p>If, having exhausted all possible means, no natural persons are identified as beneficial owners, please enter the names and details of the natural person(s) who hold the position(s) of senior managing official(s) of the company. Companies shall keep records of the actions taken to identify their beneficial owners (see Article 3(6)(ii), 4AMLD, and Regulation (5) of S1 560/2016).</p>	



The BCP Film Finance Scheme 5 is not regulated by the Central Bank of Ireland.