

BLUE UNION INVESTMENT LTD

UK registration number SC625881

Private Placement Subscription Agreement

For investment in BLUE UNION INVESTMENT Ltd.

MINIMUM SUBSCRIPTION UNIT £250,000

(smaller subscription units at the discretion of the Issuer)

This Subscription Agreement is not intended for distribution to persons in any jurisdictions where it is not lawful to do so.

STRICTLY PRIVATE AND CONFIDENTIAL

THE CONTENTS OF THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT HAVE NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000. RELIANCE ON THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO THE SECURITY CONDITIONS OF THE INVESTMENT AS DEFINED IN THIS DOCUMENT

**PLEASE READ THE GUIDANCE NOTED ON
PAGE 5 BEFORE COMPLETING THIS DOCUMENT**

APPLICATION FORM

Subscriber Details

Mr/Mrs/Miss/Ms/Title:	First Name:
Date of Birth:	Family Name:
Occupation:	Address:
Town/City:	Country:
Postal/Zip Code:	Country:
Telephone Number:	E-mail Address:
Subscription Amount: £	<i>(Min Subscription amount £250,000). Smaller subscription units at the discretion of the issuer.</i>

INVESTMENT CERTIFICATE TO BE ISSUES

INVESTMENT CERTIFICATE DEFINING GUARUNTEED 10% PER ANNUM ROI TERMS AND CONDITIONS

INVESTMENT CERTIFICATE WILL ALSO DOCUMENT DETAILS OF THE PROPERTY TO BE USED AS SECURITY

Your Bank Details for Payments

Bank and Account Registration:	Necessary for Interest or agreed Option selected
Name of the bank:	Address:
Account Number:	IBAN Number:
Swift/Bic Code:	Name of Account holder:

I declare that I am a certified high net worth individual and/or a sophisticated investor, for the purposes of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

I understand that this means:

I can receive financial promotions that may not have been approved by a person authorised by the Financial Services Authority;

- a. The content of such financial promotions may not conform to the rules issues by the Financial Services Authority;
- b. By signing this subscription agreement I may lose significant rights;
- c. I may have no right to complain to either of the following –
- d. The Financial Conduct Authority; or
- e. The Financial Ombudsman Scheme;
- f. I may have no right to seek compensation from Service Compensation Scheme.

I am a certified high net worth individual and/or a sophisticated investor, because at least one of the following applies:

- (a) I had, during the financial year immediately preceding the date below, net assets (including property) to the value of £250,000 (or currency equivalent) or more.
- (b) I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
- (c) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- (d) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1 million (or currency equivalent).

I accept that I am investing £_____ with BLUE UNION INVESTMENT Ltd. who are mandated to use these funds with the best effort to purchase & sell property that will guarantee a 10% ROI per annum from the accepted subscription form & receipt of funds within 3 days of signature of this subscription agreement.

I have indicated below (with my initials) with method I have selected to receive my Return on Investment (ROI).

OPTION ONE: £250,000 investment based on 5% ROI on 6 month period AND return of £250,000. _____ Agreed

OPTION TWO: Rollover of £250,000 principle investment for a second 6 months period at 10%. _____ Agreed

OPTION 3: The principle property investments to be fully managed at 6% net rental return. _____ Agreed

N.B: A 30% retainer of principle sum applies for brokerage & admin costs if the subscription cancelled 7 days after signing the private placement. You are strongly advised to seek legal advice before signing.

ALL ELECTRONIC PAYMENTS SHOULD BE SENT TO BLUE UNION INVESTMENT LTD. AT THE FOLLOWING ACCOUNT:

Bank:

Account Name:

Sort Code:

Account Number:

Swift Code:

IBAN:

SECURITY – How are the Investor’s funds secured?

BLUE UNION INVESTMENT Ltd. hereby guarantees a 10% ROI per annum with the principle amount invested secured by the corporate debenture over the specific property or part thereof as illustrated below:

Property security:

I/We acknowledge that BLUE UNION INVESTMENT Ltd, its employees, and/or agents do not provide investment advice, and I/We are aware that it is open to me/us to seek independent advice from someone who specialises in advising on investments, in respect of my/our purchase of a Bond as set out in this Private Placement Subscription Agreement.

I/We confirm that I am/we are applying on my/our behalf, that I/we have read, accepted and understood the terms and conditions set out in this Application Form, and that I am/we are aware of the risks involved in investing in this Subscription Agreement.

I wish to subscribe for the Subscription Amount set out on page 1 of this Subscription Agreement subject to the terms set out in this Subscription Agreement.

Agreed & accepted by BLUE UNION INVESTMENT Ltd. to deliver the selected option as initiated by the investor

_____ Date _____
Signed by the Subscriber

_____ Date _____
For BLUE UNION INVESTMENT Ltd.

To comply with the UK Money Laundering Rules, please supply a Certified Copy of your ID Page from your Passport or a copy of your Picture Driving Licence together with a copy of a Utility Bill or Bank Statement showing your name and home address (this document must be less than three months old).

Please do NOT send original documents – they will not be returned.

The Client declared that neither it or its employees or its associates have sustained any criminal, drug or money laundering charges or convictions and each and every one personally is prepared to sign a letter denoting same, including the fact that the monies hereto offered by the Client are the result solely of legal business activities and are not the fruits of any criminal endeavours.

CLIENT REPRESENTATIONS. Client represents that it has the full right and authority to enter into and perform this Agreement. The consummation of the Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreement or understanding between Client and any other person or entity. Client represents and warrants to BLUE UNION INVESTMENT Ltd. that Client is able to timely pay all agreed investment feed incurred in the performance of the services hereunder.

APPLICABLE LAW AND FORM. The application of this Agreement is governed by the applicable law in the United Kingdom, and any dispute arising from this Agreement shall be addressed to a judicial court having authority in the United Kingdom, which shall be deemed the competent jurisdiction.

In the case of dispute, the parties will first exhaust good faith negotiations, failing that jointly appoint an independent mediator of no less than the rank of a judge and failing that jointly appoint an independent arbitrator of no less than the rank of a judge; such costs of such an appointment to be shared equally. Thereafter, the parties be at liberty to issue proceedings in a Court only after exhausting such alternative dispute resolution procedures.

SIGNATURE. This Agreement may be signed in counter-part. The Parties agree that these presents may be signed in different places at different times and they accept same without any reservation.

In the event of direct circumvention or indirect circumvention through a third party, the circumvented party shall be entitled to a legal monetary award equal to the maximum service fees it should have realized from the recovery of the funds, including but not limited to legal fees, all costs and disbursements as permitted by law, and by statutory interests therein.

Electronic or Fax signatures shall be considered the same as original & shall be legally binding.

Please return the completed and signed subscription agreement along with your certified copies of passport/driving licence and utility bill (less than three months old) to: BLUE UNION INVESTMENT Ltd, 601 Duke Street, Glasgow, G31 1PZ United Kingdom. or Scan and Email to: info@blueunioninvest.com

Upon receipt, your signed subscription agreement will be processed and if approved, you will be advised of our bank details to affect a transfer of funds for the amount subscribed for as above.

BLUE UNION INVESTMENT Ltd. reserves the right to reject any application for subscription, without reason.

On Acceptance: The issuer hereby accepts the above subscription on the terms and conditions contained in this Subscription Agreement and Exhibit and the Issuer represents, warrants and covenants to the Subscriber that the representations, warranties and covenants made herein by the Issuer are true and correct in all material respect and that the Subscriber is entitled to rely thereon.

Closing: The Subscription Amount shall be paid or caused to be paid by the Subscriber to the Issuer on signing this agreement in funds by wire transfer 2 business days to the Issuer Bank Account details which are set out above.

Provided that the subscriber complies with the above paragraph, within 60 days from the Closing Date the Issuer will execute the chosen Investment Option for the subscription Amount to the Subscriber at the address set out.

Should there be an interruption in the ability to invest the funds in a property that is accepted by BLUE UNION INVESTMENT Ltd. then the Investor shall have the right to demand the return of their investment funds.

Transfer: This agreement is not transferable and may not be assigned in part or in whole with the written approval of the Issuer.

General Terms: This Subscription Agreement may be executed by facsimile signatures and in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

If any term of other provision of this Subscription Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Subscriptions Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Subscription Agreement so as to effectuate the original intent of the parties as closely as possible.

Each of the Issuer and Subscriber agrees not to disclose to any person, company, firm or other entity, any information relating to the business, finances or any other matters of the other party that it may have obtained as a result of the execution of this Subscription Agreement or of which it may otherwise become possessed as a result of being party to this Subscription Agreement or the performance of its obligations hereunder provided, however, that the provisions of this paragraph shall not apply:

- a) to disclosure of any information: (i) to any person who is required to know the same to perform its obligations under this Subscription Agreement; (ii) already known to the recipient otherwise than as a result of entering into this Subscription Agreement; (iii) subsequently received by the recipient which it would otherwise be free to disclose; (iv) which is or becomes public knowledge otherwise than a result of the breach of this paragraph by the recipient; (v) to the recipient's professional advisers or auditors who receive the same under a duty of confidentiality on a need to know basis; and (vi) with the consent of the party to whom such confidential information relates; and
- b) to any extent that the recipient is required to disclose any information pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental or other regulatory or taxation authority (including, without limitation, any official bank examiners or regulators).

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BLUE UNION INVESTMENT Ltd.

601 Duke Street

Glasgow

G31 1PZ

0141 551 0840

info@blueunioninvest.com

I have read and understood the terms of this agreement.

Signature:

Name:

Date: