

EXECUTION VERSION

Deep Discounted Bonds

Issued by VEL Property Holdings Limited

Dated _____ 14 July _____ 2023

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This Instrument is made on _____ 14
July _____ 2023

By VEL Property Holdings Limited (company number: 12339094) whose registered office is at 20 St Thomas Street, Runway East, London, UK, SE1 9RS (the **Company**).

Background:

The Company has by resolution of its Board of Directors passed on the date of this Instrument created a £3,018,769 nominal value Deep Discounted Bond to be constituted as provided in this Instrument.

It is agreed and the Company declares as follows:

1. **Definitions**

1.1 In this Instrument, unless the context otherwise requires, the following definitions shall apply:

Bondholder means a person for the time being entered in the Register referred to in clause 9 (*Register*) as the holder of the Bonds (and **Bondholders** shall be construed accordingly);

Bond means the £3,018,769 nominal value deep discounted bond constituted by this Instrument or the nominal amount for the time being outstanding or (as the case may require) a specific portion of it and **Bonds** means each of the Bonds in issue from time to time;

Business Days means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

Certificate means a certificate in the form or substantially in the form set out in the First Schedule;

Instrument means this instrument and the schedules to it and shall include any instrument supplemental to this instrument and the schedules (if any) to them;

Issue Amount means the number of Bonds in issue from time to time multiplied by the Subscription Price;

Issue Date means the date of issue of the Bonds constituted by this Instrument;

Legal Mortgage has the meaning given to it in clause 13 (*Secured Property*);

Nominal Value means £3,018,769 per Bond;

Redemption Date means any day on which Bonds are required to be redeemed in accordance with the terms of this Instrument;

Redemption Event means the occurrence of any of the events listed in clause 7 (*Redemption Events*);

Redemption Value means the aggregate Nominal Value of the Bonds outstanding on the Ultimate Redemption Date;

Register means the register referred to in clause 9 (*Register*);

Secured Property has the meaning set out in the Legal Mortgage, including the freehold property known as and situate at 13 – 15 Between Sands, Cobham, Surrey KT11 1AA as more fully described in the Second Schedule to this Instrument;

Subscription Price means £2,901,745 per Bond;

Tax Deduction means any payment of Taxes required by law to be deducted or withheld in accordance with clause 3 of this Instrument;

Taxes has the meaning ascribed to such term in clause 3.1; and

Ultimate Redemption Date means 14 January 2024.

1.2 In this Instrument, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender; and
- (b) a **person** includes any individual, firm, corporation, body corporate, association or partnership, trust, unincorporated organisation, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);
- (c) clauses and Schedules are to clauses of and schedules to this Instrument;
- (d) any provision of this Instrument is to that provision as amended in accordance with the terms of this Instrument;
- (e) **sterling** and the sign **£** means pounds sterling in the currency of the United Kingdom; and
- (f) the table of contents and headings are for convenience only and shall not affect the interpretation of this Instrument.

2. **Amount of Bonds**

2.1 The total Nominal Value of the Bonds is limited to £3,018,769.

2.2 The Company shall in accordance with the terms of this Instrument on any date when the Bonds become due to be redeemed, unconditionally pay to, or to the order, of the Bondholders the Redemption Value (if redeemed on or before the Ultimate Redemption Date).

3. **Tax**

3.1 All payments in respect of the Bonds by the Company will be made without set-off or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, imposts, duties, charges, deductions or withholdings of any nature imposed or levied by or on behalf of the United Kingdom or any authority thereof or therein having power to tax (**Taxes**) unless the Company is required by law to deduct or withhold such Taxes.

3.2 If the Company is required by law to deduct or withhold any Taxes, the Company shall pay such Taxes to the relevant tax authority within the time allowed and in the minimum amount required by law.

3.3 Within 30 days of making a Tax Deduction, the Company shall deliver to the Bondholders evidence reasonably satisfactory to the Bondholders that the Tax Deduction has been made and accounted for to the relevant tax authority.

4. **Issue**

Each of the Bonds will be issued on the date of this Instrument at the Subscription Price, being at a discount of £117,024 to their Nominal Value, subject to execution of the Legal Mortgage by Bondholder and the Company.

5. **Certificates**

5.1 The Bonds shall be in registered form represented by a Certificate and each Bondholder shall be entitled to a Certificate representing the Bonds held by him.

5.2 The Certificate shall be executed as a deed by the Company.

5.3 The Company shall comply with the terms of this Instrument and the Bonds shall be held subject to, and with the benefit of, the provisions contained in this Instrument which shall be binding on the Company and the Bondholder and all persons claiming through or under any of them.

6. **Redemption**

6.1 Unless previously redeemed or purchased and cancelled, the Company will redeem the Bonds at the Redemption Value on the Ultimate Redemption Date.

6.2 All monies payable in respect of the Bonds shall be payable as the relevant Bondholder may direct (or failing such direction to a Bondholder, at such Bondholder's last known address).

6.3 The obligations of the Company under this Instrument shall end immediately after all of the Bonds are redeemed in accordance with the terms of this Instrument, save that such redemption shall not release the Company from any liability which at the time of such redemption has already accrued in respect of any act or omission prior to such redemption.

7. **Redemption Events**

If any of the following events occur before the Bonds have been redeemed, any Bondholder may by notice in writing to the Company require that the Bonds held by such Bondholder shall be forthwith redeemed immediately at the Redemption Value:

(a) the Company fails to pay any payments due in respect of the Bonds by the due date;

(b) the Company is in material breach of any of the terms of any agreement with its members or the Articles of Association and had failed to remedy the same (if capable of remedy) within 10 Business Days of receiving notice to do so;

- (c) an order is made or a resolution passed for the winding-up (save for the purposes of amalgamation or reconstruction) of the Company or any of its subsidiaries;
- (d) the Company or any of its subsidiaries (whether by virtue of a sale of its assets or undertaking or for any other reason) ceases to carry on business;
- (e) an administrative or other receiver or a manager on behalf of a debenture holder or other encumbrancer is appointed in relation to the Company or any of its subsidiaries;
- (f) any distress, execution, sequestration or other process being levied or enforced or sued out upon or against any property of the Company or any of its subsidiaries remains unsatisfied for 14 days;
- (g) any encumbrancer takes possession of any property of the Company or any of its subsidiaries;
- (h) an administration order is made in relation to the Company or any of its subsidiaries;
- (i) there is a sale of all or substantially all of the Company's business, undertaking or assets;
- (j) the capital of the Company is admitted to a recognised investment exchange (as defined by section 285 Financial Services and Markets Act 2000, as amended);
- (k) without the prior consent of the Bondholder, the Company enters into or causes, suffers or permits to exist any agreement with any person other than the Bondholder pursuant to this Instrument or the Legal Mortgage which prohibits or limits the ability the Bondholder to create, incur, assume or suffer to exist any rights over the Company's property, assets or revenues, whether now owned or hereafter acquired, as agreed pursuant to this Instrument or the Legal Mortgage; or
- (l) the Company is otherwise in material breach of any of the terms of the Legal Mortgage.

8. **Delivery of Certificate**

- 8.1 Upon receipt of any redemption under this Instrument, the relevant Bondholder shall send or deliver his Certificate for the Bonds to the Company.
- 8.2 When all of the Bonds have been redeemed in accordance with this Instrument, the Company shall cancel the Certificate.

9. **Register**

- 9.1 A register of the Bonds (the **Register**) will be kept by the Company and there shall be entered in the Register within 24 hours of issue of the Bonds:
 - (a) the name and address of the holder for the time being of the Bonds;
 - (b) the nominal value of the Bonds held by that holder; and

- (c) the date at which the name of the registered holder is entered in respect of the Bonds standing in his name.

9.2 Any change of name or address of a Bondholder shall, as soon as reasonably practicable, be notified to the Company by such Bondholder and thereupon the Register shall be altered accordingly.

9.3 A copy of the Register shall be supplied to the relevant Bondholder within 24 hours of the relevant entry being made whether on the date of this Instrument or at any other time.

10. **Transferability**

A Bondholder, or any successor or assignee of the Bondholder, may at any time assign or otherwise transfer all or any part of its rights under any Bond.

11. **Replacement of Certificates**

11.1 If any Certificate issued pursuant to this Instrument be worn out or defaced then upon its production to the directors of the Company they may cancel it and may issue a new Certificate in lieu of it and if any Certificate be lost or destroyed then upon proof of this to the satisfaction of the directors of the Company or in default of proof on such indemnity as the directors of the Company may deem adequate being given, a new Certificate in lieu of it may be given to the person entitled to such lost or destroyed Certificate.

11.2 An entry as to the issue of the new Certificate and indemnity (if any) shall be made in the Register.

12. **Invalidity**

12.1 To the extent that any provision of this Instrument is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall:

- (a) be deemed not to be a part of this Instrument;
- (b) not affect the enforceability of the remainder of this Instrument; and
- (c) not affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

13. **Security**

The Company's obligations under this Agreement shall be secured by way of a legal mortgage, dated on or around the date of this Instrument, granted in favour of the Bondholder over the Secured Property (the **Legal Mortgage**)

14. **Releases and waivers**

14.1 The rights, powers and remedies conferred on a Bondholder by this Instrument and the remedies available to a Bondholder are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

14.2 Any Bondholder may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this

Instrument without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

14.3 No exercise, or failure or delay in exercising any right, power or remedy by any Bondholder shall constitute a waiver by that Bondholder of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Instrument or otherwise.

15. **Variation**

No variation of this Instrument shall be permitted without the consent in writing of the Bondholders.

16. **Governing law and jurisdiction**

16.1 This Instrument, and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

16.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Instrument, its subject matter or formation.

This Instrument has been executed as a deed and has been delivered on the date appearing at the head of the first page.

First Schedule

(the **Certificate**)

VEL Property Holdings Limited

(Registered in England. Company number: 12339094)

Issue of Deep Discounted Bonds

Issued pursuant to a resolution of the Board of Directors

passed on [14] July 2023

Bondholder: FRIENDS PROVIDENT INTERNATIONAL LIMITED

1 Discounted secured Bond due 14 JANUARY 2024

Subscription Price per Bond: £2,901,745

Nominal Value per Bond: £3,018,769

The Company hereby covenants with the above-mentioned Bondholder that it will pay to the Bondholder on 14 July 2023 (or such earlier date as may be specified in the terms for redemption of the Bonds) the sum of £3,018,769 Sterling per Bond (or such other sum as may be specified in the terms in the event that the date for the redemption is prior to 14 July 2023) and any additional amounts as may be payable in accordance with the terms.

The Issue Date of the Bonds is 14 July 2023.

This certificate must be surrendered before any transfer is registered or any new certificate is issued in exchange.

These Bonds are issued with the benefit of and subject to the provisions contained in the Instrument dated 14 July 2023 pursuant to which these Bonds are issued and the conditions endorsed hereon.

The Bonds are governed by English law.

Second Schedule

Details of the Secured Property

The freehold property known as and situate at 13 – 15 Between Streets, Cobham, Surrey KT11 1AA and registered at HM Land Registry with title number SY218575, SY214096, SY126173 and SY741188.

IN WITNESS whereof the Company has executed this Bond as a deed this 17 day of
 July 2023 .

