



# Max Property Group

Your Property Investment Specialists

## Max Property Investment Group Plc

Company number: 10597801

[NAME OF RECIPIENT]

[ADDRESS OF RECIPIENT]

[DATE]

Dear Sir(s)

**Offer for subscription of up to £4,250,000 10% Fixed Rate Secured Bonds (the "Bonds") in Max Property Investment Group Plc (the "Issuer") issued in amounts and integral multiples of £5,000 (the "Offer").**

Expressions defined in the Information Memorandum have the same meaning in this letter except where the context otherwise requires.

If the terms and conditions of this letter are not satisfied, then all monies paid in respect of acceptances will be returned without interest (and at your risk) as soon as practicable.

### THE OFFER

The Issuer, on the terms and conditions of this letter, the enclosed Subscription Form, the Information Memorandum and subject to the Memorandum and Articles of Association of the Issuer offers you up to £4,250,000 10% Fixed Rate Secured Bonds for subscription. This offer is (save as set out below) free of stamp duty and stamp duty reserve tax. The Issue Price is payable in full by electronic funds transfer as set out in the Subscription Form.

Once received by the Issuer, the completed Subscription Form constitutes your commitment to subscribe for the number of Bonds, as specified by you on the Subscription Form, which will be irrevocable and not terminable by you in any circumstances except fraud.

By completing the enclosed Subscription Form, you confirm and warrant to the Issuer that you are investing solely on the basis of the information contained in the Information Memorandum and not on the basis of any other document or information sent to or available to you.

### ISSUE OF BONDS

The Bonds will be issued within two Business Days of receipt by the Issuer (or nominated recipient) of the Issue Price (£--) in cleared funds (£--) to its nominated bank account.

### STAMP DUTY AND STAMP DUTY RESERVE TAX

The issue of Bonds to subscribers will not normally be subject to the payment of stamp duty or stamp duty reserve tax (SDRT). Exceptionally, there may be circumstances where SDRT becomes chargeable on the issue of the Bonds such as where they are issued to a person who provided clearance services or in connection with arrangements to issue depositary receipts. If there are any circumstances where stamp duty or SDRT is payable on the issue of the Bonds, the Issuer (nor any of its directors, employees, officers or agents) will not be responsible for the payment thereof. If the Issuer or any other person is obliged by law to pay any stamp duty or SDRT, you agree that they shall be entitled to recover this from you in full.

## CONFIRMATION

Please complete and return the enclosed Subscription Form and return it to us to [info@maxpropertygroup.com](mailto:info@maxpropertygroup.com) or send to Max Property Investment Group Plc, 35 Great St. Helen's, London EC3A 6AP. Please do not send funds until requested to do so following a successful Anti Money Laundering check.

## ALLOCATION AND DESPATCH OF BONDS

The Bonds will be issued to you on receipt of cleared funds, provided payment has been made on terms satisfactory to us.

## FCA RULES

By confirming your acceptance of the offer set out in this letter, you acknowledge and agree that:

- a) you are not, in relation to the Offer, a client or customer of the Issuer for the purposes of the FCA Rules or otherwise;
- b) the Issuer has no duties or responsibilities to you for providing the protections afforded to its clients under the FCA Rules or for providing advice in relation to the Offer;
- c) any payment received by you will not be treated as client money governed by the FCA Rules; and
- d) you are not relying on any information or representation other than as set out in the Information Memorandum or this letter.

## WARRANTIES

By signing and returning the Subscription Form, you will be warranting that:

- a) you are not relying on any information or representation in relation to the Issuer of the Bonds other than as contained in the Information Memorandum and this letter. By subscribing for Bonds, you agree that the content of the Information Memorandum is exclusively the responsibility of the Issuer and its Directors and you confirm that you have neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Issuer or any other person, and neither the Issuer nor any other person will be liable for your decision to accept this invitation to subscribe based on any other information, representation, warranty or statement. You acknowledge and agree that in subscribing for Bonds, you have had access to all information you believe necessary or appropriate in connection with your decision to subscribe for Bonds;
- b) you are not, and do not regard yourself as being, a customer of the Issuer in relation to the Offer and the Issuer will not have any duties or responsibilities towards you for providing the protections afforded to its customers under the rules of the Financial Conduct Authority or for advising you with regard to the Bonds or the Offer. In addition, any payment received from you will not be treated as client money governed by those rules;
- c) you acknowledge that it is also a term of your participation in the Offer that, to ensure compliance with applicable money laundering regulations, the Issuer, may, in their absolute discretion, require verification of your identity. Pending the provision to us of evidence of identity, definitive certificates in respect of the Bonds, may be retained at our absolute discretion. If within a reasonable time after a request for verification of identity the Issuer has not received evidence satisfactory to them, the Issuer may, at its absolute discretion, terminate your commitment in respect of the Offer, in which event the monies payable on acceptance of allotment or purchase will, if already paid, be returned to you by cheque to the address set out on the Subscription Form, by post, at your risk;
- d) you have not taken any action or omitted to take any action which will or may result in the Issuer, or any of its officers, directors, agents, employees or advisers acting in breach of any law or regulatory requirements of any territory of jurisdiction in connection with your subscription;
- e) you are a person of a kind described in articles 19, 48, 49, 50 or 50A of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (SI 2005/1529) (as amended) or in section 86(1) (a) of the Financial Services and Markets Act 2000 (qualified investors) and, where you are a person described in article 48 (certified high net worth individual) or article 50A (self-certified sophisticated investor) you have completed the relevant certificate in Appendix A or Appendix B (respectively);
- f) no person (other than the Issuer) who is not a party to this letter and the Subscription Form shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter or the Subscription Form;
- g) you have obtained all necessary consents and authorities to enable you to give your commitment to subscribe for the Bonds and to perform your obligations under any contract which has been or may be entered into by you in connection with the Offer.

- h) if you are resident in, or a citizen or national of, a jurisdiction outside the United Kingdom or you are nominee of, or custodian, trustee or guardian for, citizens or nationals of such jurisdictions (“**overseas shareholder**”) and have informed and satisfied yourself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Bonds and the Issuer, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes or duties due in such jurisdiction.
- i) you irrevocably appoint any duly authorised officer of the Issuer as your agent for the purpose of executing and delivering to the Issuer and/or its registrars any documents on your behalf necessary to enable you to be registered as the holder of any of the Bonds for which you agree to subscribe or purchase upon the terms in this letter; and
- j) you have not been engaged to accept the Bonds on behalf of any other person who is not a qualified investor unless the terms on which you are engaged enable you to make decisions concerning the acceptance of offers of transferable securities on the client's behalf without reference to the client as described in section 86(2) of the Financial Services and Markets Act 2000.

Your obligations under this letter shall not be capable of rescission or termination by you in any circumstances.

This letter and your commitment to subscribe for Bonds (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter (or such commitment), its subject matter or its formation, (including non-contractual disputes or claims)) will be governed by and construed in accordance with the law of England and Wales and you irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter (or such commitment) or its subject matter or formation (including non-contractual disputes or claims).

Yours faithfully,

Mark Lloyd  
Director, for and on behalf of the Issuer