

# Share Purchase Agreement

MNX Properties Limited  
Solarmoon International Limited  
Regal Hotels International Holdings Limited

Dated 29 July 2025

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This Agreement is made as a deed on 29 July 2025

## Parties

- (1) **SOLARMOON INTERNATIONAL LIMITED**, a limited liability company incorporated and registered in Hong Kong with Unique Business Identifier number 60977059 which has its registered office at 11th Floor, 68 Yee Wo Street, Hong Kong (**Seller**);
- (2) **MNX PROPERTIES LIMITED** a company incorporated and registered in England with number 12084973 which has its registered office at 4th Floor, Nations House, 103 Wigmore Street, London, England W1U 1QS (**Purchaser**); and
- (3) **REGAL HOTELS INTERNATIONAL HOLDINGS LIMITED** a limited liability company incorporated and registered in Bermuda with registration number EC-14502 which has its registered office at 4<sup>th</sup> Floor North, Cedar House, 41 Cedar Avenue, Hamilton HM 12, Bermuda and is listed on the Stock Exchange with listing number 78 (**Seller Guarantor**).

## Background

- A Waterman House Investments Limited (**Company**) is a private company limited by shares. Further information relating to the Company is set out in Part 1 of Schedule 1.
- B The Seller owns the Shares.
- C The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares on the terms set out in this Agreement (the **Transaction**).
- D The Seller Guarantor is an indirect parent company of the Seller and has agreed to guarantee the obligations of the Seller under this Agreement.

## Agreed terms

### 1 Definitions and Interpretation

#### 1.1 In this Agreement:

**Accounts** means the unaudited financial statements of the Company as at and for the financial period ended on the Accounts Date, comprising its balance sheet, profit and loss account, and other statements and all attached notes and reports.

**Accounts Date** means 31 December 2024.

**Acquisition** means the proposed acquisition of the Shares by the Purchaser on the terms of this Agreement.

**Acquisition Dispute** means any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including any non-contractual dispute or claim).

**Acquisition Documents** means this Agreement, the First Disclosure Letter, the Second Disclosure Letter, the Agreed Form documents and any other documents to be delivered on Completion.

**Agreed Form**, in relation to a document, means the form approved and for identification purposes agreed by way of email, or as set out in this Agreement, between the Seller's Lawyers and the Purchaser's Lawyers.

**Agreement** means this share purchase agreement.

**Authority** means any supra-national, national or sub-national authority, commission, department, agency, regulator, regulatory body, court, tribunal or arbitrator.

**Break Fee** means an amount equal to the aggregate of:

- (a) £585,000; plus
- (b) £30,000 in respect of fees, costs and expenses (including applicable Tax) incurred by the Purchaser Group in connection with the W&I Policy.

**Business Day** means a day other than a Saturday or Sunday on which banks are open for general business in London, Hong Kong and Germany.

**CCSGM** means the special general meeting of Century City to be convened for the purpose of, among other things, considering and approving the resolutions in relation to the Agreement and the transactions contemplated hereunder.

**CCSGM Poll Results Announcement** means the announcement in relation to the poll results of the CCSGM.

**Century City** means Century City International Holdings Limited a company incorporated in Bermuda with company number EC-14503 and its registered office address at 4<sup>th</sup> Floor North, Cedar House, 41 Cedar Avenue, Hamilton HM 12, Bermuda.

**Century City Circular** means the very substantial disposal circular in the Agreed Form (noting that the appendices to the circular shall not be in the Agreed Form other than the extent to which they contain information relating to the Transaction, the Company, the Property and/or Purchaser Group (all such information to be in Agreed Form)) in respect of this Agreement and the transactions contemplated herein to be despatched by Century City to its shareholders in accordance with the Hong Kong Listing Rules after the Stock Exchange has issued the No Further Comment Letter in relation to it.

**Circulars** means the Century City Circular, the Seller Guarantor Circular, and the Paliburg Holdings Circular (and **Circular** means any one of them).

**Completion** means completion of the sale and purchase of the Shares in accordance with this Agreement.

**Completion Announcement** means the joint announcement in the Agreed Form to be published by the Seller Guarantor, Century City and Paliburg Holdings in retain to Completion on each of their company website and HKEXnews website.

**Completion Date** means:

- (a) if the Seller has delivered the Completion Notification to the Purchaser on or before 5:00pm on 15 August 2025, 26 August 2025; or

- (b) if the Seller has not delivered the Completion Notification to the Purchaser on or before 5:00pm on 15 August 2025, the seventh Business Day after the date on which the Completion Notification is delivered to the Purchaser by the Seller,

or such other date in accordance with clause 10, as may be agreed in writing between the Seller and the Purchaser (in each case acting reasonably).

**Completion Notification** has the meaning given to it in clause 7.2.

**Completion Payment** has the meaning given in clause 5.2.

**Completion Statement** means the accounts and statements to be prepared and agreed or determined in accordance with Schedule 6.

**Conditions** means the conditions set out in clause 7.2 (and **Condition** means any of them).

**Confidential Information** has the meaning given in paragraph 24 of Schedule 2.

**Consideration** means the consideration for the Shares set out in clause 5.1.

**Contingent Consideration** has the meaning given to it in clause 5.7(a).

**Contracts** means each contract set out at Schedule 7 (each a **Contract**).

**Daily Post-Completion Saving Rate** means £209.81.

**Daily Pre-Completion Saving Rate** means £76.88.

**Data Room** means the electronic data room maintained by Simmons & Simmons titled "*Sale of Waterman House, 41 Kingsway London*" in relation to the Company and its business and assets.

**Disclosed** means fairly disclosed by the Disclosed Information, with sufficient clarity and detail to enable the Purchaser to identify clearly and accurately the nature, scope and effect of the matter disclosed.

**Disclosed Information** means:

- (a) the First Disclosure Letter;
- (b) to the extent the relevant matter or thing contained therein relates only to the period following the date of this Agreement and prior to Completion, the Second Disclosure Letter;
- (c) the information and documents contained in the Data Room as listed in the index in the Agreed Form and appended to the First Disclosure Letter.

**Deposit** means £2,925,000.

**Deposit Undertaking** means the undertaking from the Seller's Lawyers, in the Agreed Form, undertaking to the Purchaser to hold Deposit as stakeholder.

**Elleric Waiver Letter** means the deed of release and waiver, in the Agreed Form, from Gil Levy, Elleric Limited and Sapphire Investments Limited in favour of the Seller, the Purchaser, and the Company.

**Encumbrance** means any mortgage, debenture, charge, pledge, lien, option, restriction, assignment, right to acquire, right of pre-emption or any other form of right, interest,

preference, security, encumbrance of any nature in favour of a third party or any agreement, arrangement or obligation to create any of them.

**Estimated Completion Statement** means the written statement, in the Agreed Form, in the format as set out in Part 3 of Schedule 6, prepared by the Seller and delivered to the Purchaser on the date no later than 5 Business Days prior to the date of this agreement (except as otherwise agreed by the parties in writing) setting out the Estimated Net Asset Value.

**Estimated Net Asset Value** means the estimated amount of the Net Assets, as set out in the Estimated Completion Statement.

**Excess Amount** has the meaning given to it in clause 6.3.

**Exchange Joint Announcement** means the joint announcement in respect of this Agreement and the transactions contemplated herein in the Agreed Form to be jointly published by the Seller Guarantor, Century City and Paliburg Holdings in accordance with the Hong Kong Listing Rules and clause 7.1, a final draft of which, where the Stock Exchange has issued the No Further Comment Letter in relation to it, is set out in Schedule 7 to this Agreement.

**Exchange Vendor Approvals** means each of:

- (a) in respect of the Seller, the irrevocable written approval in the Agreed Form of:
  - (i) the board of the Seller irrevocably and unanimously approving the Seller's entry into this Agreement and the transactions contemplated herein; and
  - (ii) the sole shareholder of the Seller approving the Seller's entry into this Agreement and the transactions contemplated herein;
- (b) in respect of the Company, the board of the Company irrevocably and unanimously acknowledging in the Agreed Form the Seller and the Seller Guarantor's entry into this Agreement and the transactions contemplated herein;
- (c) in respect of the Seller Guarantor the irrevocable written approval in the Agreed Form of:
  - (i) the board of the Seller Guarantor unanimously approving the Seller and the Seller Guarantor's entry into this Agreement and the transactions contemplated herein; and
  - (ii) the shareholders of the Seller Guarantor, in aggregate holding more than 50% of the issued share capital of the Seller Guarantor approving the Seller's and the Seller Guarantor's entry into this Agreement and the transactions contemplated herein in compliance with Rule 14.44 of the Hong Kong Listing Rules;
- (d) in respect of Paliburg Holdings, the irrevocable written approval in the Agreed Form of:
  - (i) the board of Paliburg Holdings unanimously approving the Seller and the Seller Guarantor's entry into this Agreement and the transactions contemplated herein; and
  - (ii) the shareholders of Paliburg Holdings, in aggregate holding more than 50% of the issued share capital of the Paliburg Holdings and including Mr Lo Yuk Sui, approving the Seller's and the Seller Guarantor's entry into this



Agreement and the transactions contemplated herein in compliance with Rule 14.44 of the Hong Kong Listing Rules; and

- (e) in respect of Century City, the written approval in the Agreed Form of the board of Century City unanimously approving the Seller and the Seller Guarantor's entry into this Agreement and the transactions contemplated herein (subject to approval of the shareholders of Century City at the CCSGM).

**First Disclosure Letter** means the letter of the same date as this Agreement from the Seller to the Purchaser relating to the Warranties, together with any documents annexed to it or listed in the annex attached thereto.

**Fundamental Warranties** means any of the warranties in paragraphs 1 (Seller related matters), 2 (Share capital), 3 (Corporate Information), 8 (Insolvency and Unlawful transactions) and 18.3(a) (Property) of Schedule 2.

**Fundamental Warranty Claim** means any claim for or in respect of any breach of the Fundamental Warranties.

**General Warranties** means the warranties given by the Seller in clause 13.1, other than the Tax Warranties and the Fundamental Warranties.

**General Warranty Claim** means any claim for or in respect of any breach of the General Warranties.

**Headline Purchase Price** means £19,500,000.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Hong Kong Listing Rules** means the Rules Governing the Listing of Securities on the Stock Exchange.

**Immediate Seller Group** means the Seller, the Seller Guarantor, Speedy Light Limited, Regal Hotels International (BVI) Holdings Limited (and any reference to a **member of the Immediate Seller Group** shall be construed accordingly).

**Insolvency Event** means, in relation to a person, any of the following:

- (a) the existence of circumstances by which it is or may be deemed to be, or otherwise declare itself to be, insolvent or unable to pay its debts as they fall due;
- (b) the cessation or suspension of the payment of all, or a particular class of, its creditors or a threat to do so, except to the extent such cessation or suspension is in accordance with the terms on which the debt is payable or otherwise with the approval of the relevant debtor;
- (c) the taking of any formal or informal steps with a view to the deferral, rescheduling or other readjustment of all, or a particular class of, its creditors, or the taking of any formal steps to make a general assignment or arrangement or composition with or for the benefit of the relevant creditors;
- (d) any form of liquidation, receivership, administrative receivership, administration, compromise, arrangement or scheme with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by the court or by persons appointed by the court (or any equivalent or similar procedure under the laws of any jurisdiction) being commenced or otherwise in place or under way in relation to it, whether in or out of court; or

- (e) any distress, execution or other process being levied against any of its assets which has not been satisfied in full.

**Insured Tax Claim** means any Tax Claim if but only to the extent that the amount claimed pursuant to that Tax Claim is actually recoverable by the Purchaser under the W&I Policy.

**Intellectual Property** means:

- (a) patents, rights in inventions, know-how, show-how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, semiconductor topography rights, trade marks and service marks, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing-off and any other intellectual property rights (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them); and
- (b) all rights or forms of protection having equivalent or similar effect in any jurisdiction.

**Letter of Undertaking** means the letter from Grand Modern Investments Limited in relation to its irrevocable undertaking to vote in favour of the resolutions in relation to this Agreement and the transactions contemplated hereinunder at the CCSGM.

**Longstop Time** means 5:00 pm on 22 September 2025, or such other time and date to which it is extended pursuant to clause 7.6, or otherwise such other time and date as may be agreed in writing between the Seller and the Purchaser.

**Loss** means in respect of any matter, event or circumstance, all losses (of whatever nature arising from the relevant matter of thing), costs, claims, demands, damages, fees, expenses and other liabilities.

**Ministerium** means Ministerium Capital S.A. a deregistered company incorporated in Luxembourg with number B188260 and deregistered on 10 December 2020.

**Net Assets** means the net assets (being the fixed and current assets less the liabilities) of the Company, as shown by the Completion Statement.

**No Further Comment Letters** means the no further comment letters from the Stock Exchange confirming that it has no further comments to the Exchange Joint Announcement and the Circulars which are submitted to Stock Exchange for review pursuant to Rule 13.52 of the Hong Kong Listing Rules.

**Notice** has the meaning given to it in clause 29.1.

**Paliburg Holdings** means Paliburg Holdings Limited a company incorporated in Bermuda with company number EC-18543 and its registered office address at 4<sup>th</sup> Floor North, Cedar House, 41 Cedar Avenue, Hamilton HM 12, Bermuda.

**Paliburg Holdings Circular:** means the major transaction circular in the Agreed Form (noting that the appendices to the circular shall not be in the Agreed Form other than the extent to which they contain information relating to the Transaction, the Company, the Property and/or the Purchaser Group (all such information to be in Agreed Form)) in respect of this Agreement and the transactions contemplated therein to be despatched by Paliburg Holdings in accordance with the Hong Kong Listing Rules after the Stock Exchange has issued the No Further Comment Letter in relation to it.

**Potential Pre-Completion Event** means any fact, matter or circumstance which gives rise to or becomes a Pre-Completion Event.

**Pre-Completion Event** means:

- (a) a breach of clause 8.1 or 8.2;
- (b) a breach of any Warranty were they deemed to be repeated at all times after entry into this Agreement up to and including Completion.

**Property** means the land and buildings owned by the Company as detailed in Part 2 of Schedule 1.

**Purchaser Group** means the Purchaser, any parent undertaking of the Purchaser for the time being, and any undertaking which, in relation to the Purchaser and/or any such parent undertaking, is a subsidiary undertaking for the time being, including the Company with effect from Completion (and references to a **member of the Purchaser Group** or, in the case of any member of the Purchaser Group, to **its group** shall be construed accordingly).

**Purchaser's Lawyers** means DLA Piper UK LLP of 160 Aldersgate Street, London EC1A 4HT (attn: Simon Wright and Katie Jacobson).

**Relevant Company** means Speedy Light Limited, Regal International (BVI) Holdings Limited, the Seller Guarantor, Guo Yui Investments Limited, Taylor Investments Limited, Glaser Holdings Limited, Paliburg Holdings, Almighty International Limited, Cleverview Investments Limited, Splendour Corporation, Century City, and Grand Modern Investments Limited (each a **Relevant Company**).

**Reference End Date** means 23 December 2025.

**Second Disclosure Letter** means the letter, the front end of which is in Agreed Form, from the Seller to the Purchaser dated on the Completion Date containing specific disclosures against the Warranties as they are repeated at Completion pursuant to clause 13.1, which strictly relate to facts, matters or other information arising in the period following the date of this Agreement and prior to Completion.

**Seller Group** means the Seller, Ministerium (in the case of Ministerium, being solely from 30 April 2019 being the date that Ministerium joined the Seller's group until the date of Ministerium's deregistration on 10 December 2020), the Seller Guarantor, Speedy Light Limited, Regal Hotels International (BVI) Holdings Limited and any parent undertaking of any such entities for the time being, and any undertaking which, in relation to any such entity or parent undertaking of any such entity, is a subsidiary undertaking for the time being and excluding the Company (and any reference to a **member of the Seller Group** shall be construed accordingly).

**Seller Guarantor Circular** means the major transaction circular in the Agreed Form (noting that the appendices to the circular shall not be in the Agreed Form other than the extent to which they contain information relating to the Transaction, the Company, the Property and/or the Purchaser Group (all such information to be in Agreed Form)) in respect of this Agreement and the transactions contemplated herein to be despatched by the Seller Guarantor to its shareholders in accordance with the Hong Kong Listing Rules after the Stock Exchange has issued the No Further Comment Letter in relation to it.

**Seller's Lawyers** means Simmons & Simmons LLP of CityPoint, 1 Ropemaker St, City of London, London EC2Y 9SS.

**Seller's Lawyers' Account** means the account of the Seller's Lawyers with details:

SELLER'S LAWYERS' ACCOUNT BANK DETAILS	GBP
Bank Name	HSBC
Account Name	Simmons & Simmons LLP GBP Client Account
Bank Address	69 Pall Mall, St James, London SW1Y 5EY
Sort Code	40-05-20
Account No	61868454
SWIFTBIC	HBUKGB4B
IBAN	GB56HBUK40052061868454

**Shareholder Loan Amount** means the aggregate amount (including any costs, fees and interest) owing from the Company to the Seller as at Completion (for the avoidance of doubt, after the cash extraction described at clause 6.1 and paragraph 1.13 of Schedule 5, and also after to the Shareholder Loan Capitalisation).

The Seller's good faith estimate for this amount as at the date of this Agreement is £23,940,990.46 (this being for the avoidance of doubt, before the cash extraction described at clause 6.1 and paragraph 1.13 of Schedule 5, and before the Shareholder Loan Capitalisation).

**Shareholder Loan Capitalisation** has the meaning given to it in clause 6.3.

**Shareholder Loan Capitalisation Documents** means such documents, in the Agreed Form, as are required to implement the Shareholder Loan Capitalisation.

**Shareholder Loan Notice** has the meaning given to it in clause 6.2.

**Shares** means the 300 fully paid ordinary shares of £1.00 each in the capital of the Company, which constitute the whole of the issued share capital of the Company, subject to clause 6.4.

**Small Claim** means an individual General Warranty Claim in relation to which the liability of the Seller (excluding interest and costs) does not exceed £10,000, all General Warranty Claims arising from a particular set of circumstances being treated as one individual General Warranty Claim.

**Stock Exchange** means The Stock Exchange of Hong Kong Limited.

**Tax** has the meaning given to it in paragraph 1.1 of Part 1 of Schedule 3.

**Tax Authority** has the meaning given to it in paragraph 1.1 of Part 1 of Schedule 3.

**Tax Claim** means any claim for or in respect of any breach of the Tax Warranties or under the Tax Covenant.

**Tax Covenant** means any covenant set out in paragraph 2 of Part 1 of Schedule 3 .

**Tax Warranties** means the warranties given by the Seller in clause 13.1 which are contained in Part 2 of Schedule 3.

**Third Parties** has the meaning given to it in clause 23.3, and **Third Party** means any of the Third Parties.

**Total Insurance Saving** means the aggregate of the:

- (a) Total Pre-Completion Insurance Saving; *plus*
- (b) Total Post-Completion Insurance Saving.

**Total Insurance Saving Contribution** means an amount equal to 50% of the Total Insurance Saving.

**Total Post-Completion Insurance Saving** means an amount equal to the:

- (a) Daily Post-Completion Saving Rate; *multiplied by*
- (b) number of days from the Completion Date (not inclusive) to the Reference End Date (inclusive).

**Total Pre-Completion Insurance Saving** means an amount equal to the:

- (a) Daily Pre-Completion Saving Rate; *multiplied by*
- (b) number of days from the date of this Agreement to the Completion Date (in each case inclusive).

**Uninsured Tax Claim** means any Tax Claim save if but only to the extent that it is an Insured Tax Claim.

**Updated Estimated Completion Statement** has the meaning given to it in clause 5.6

**Vendor Consents** means:

- (a) duly passed and executed Exchange Vendor Approvals;
- (b) unanimous approval of the board of directors of each Relevant Company approving completion of the transaction and all matters contemplated by this Agreement;
- (c) otherwise, all other approvals required pursuant to applicable laws and regulation or contract or constitutional documents to approve completion of the transaction and all matters contemplated by this Agreement, including shareholder approvals of each Relevant Company if and to the extent required in accordance with applicable law; and
- (d) provided that the Century City Circular has been dispatched, passing of the shareholders' resolution at the CCSGM by a simple majority vote to approve the transactions contemplated under this Agreement.

**W&I Policy** means the buy side warranty and indemnity insurance policy (with policy number 100009616) entered into on or around the date of this Agreement between Acquinex Limited and the Purchaser.

**W&I Policy Contribution** means £64,590.68.

**W&I Premium** means an amount equal to the premium payable in respect of the W&I Policy together with any insurance premium tax payable thereon paid or agreed to be paid or incurred or owing in connection with the W&I Policy.

**Warranties** means the General Warranties and the Tax Warranties.

**Warranty Claim** means any claim for or in respect of any breach of the Warranties

1.2 In this Agreement (unless the context requires otherwise):

- (a) the terms **company, body corporate, subsidiary, holding company, undertaking, subsidiary undertaking, parent undertaking, debenture, paid up** and **officer** have the meanings given to them in the *Companies Act 2006*; but, for the purposes of section 1159(1) of the *Companies Act 2006*, a company shall be treated as a member of another company if any shares in that other company are registered in the name of either (a) a person by way of security (where the company has provided the security) or (b) a person as nominee for the company;
- (b) **£** and **pounds** means the lawful currency of the United Kingdom; and
- (c) **including, includes** or **in particular** means including, includes or in particular without limitation.

1.3 In this Agreement (unless the context requires otherwise), any reference to:

- (a) any gender also indicates any other genders, and the singular includes the plural (and vice versa);
- (b) a company includes any company, corporation or body corporate, or any other entity having a separate legal personality; a person includes an individual, company, partnership, unincorporated association or Authority (whether or not having a separate legal personality); and any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;
- (c) subject to clause 29.7, any time of day or date is to that time or date in London;
- (d) a day shall be a period of 24 hours running from midnight to midnight, and days shall be to calendar days unless Business Days are specified;
- (e) a month or a year shall be to a calendar month or a calendar year respectively;
- (f) **law** or **laws** includes all applicable laws (whether civil, criminal or administrative), common laws or civil codes, legislation, subordinate legislation, treaties, regulations, directives and bye laws in any jurisdiction, in each case for the time being in force (whether before, on or after the date of this Agreement);
- (g) legislation or a legislative provision includes the legislation or legislative provision as amended or re-enacted, any legislation or legislative provision which it amends or re-enacts and any subordinate legislation, in each case for the time being in force (whether before, on or after the date of this Agreement);
- (h) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates to such English term in such other jurisdiction; and any reference to any specific English law shall be deemed to include any equivalent or similar law in any other jurisdiction;

- (i) a person shall be deemed to be connected with another if that person is connected with another within the meaning of section 1122 of the Corporation Tax Act 2010;
- (j) any person indemnifying another person shall be construed as them indemnifying that person on an After-Tax Basis;
- (k) any indemnity, covenant to pay or other payment obligation being given on an **After-Tax Basis** or expressed to be **calculated on an After-Tax Basis** shall be interpreted in accordance with paragraph 1.6 of Part 1 of Schedule 3; and
- (l) writing or written includes any method of representing or reproducing words in a legible form.

1.4 For the purposes of applying a reference to a monetary sum expressed in pounds in:

- (a) any Warranty; or
- (b) Schedule 4 (Seller limitations),

an amount in a different currency shall be deemed to be an amount in pounds converted at the closing mid-point spot rate for a transaction between the relevant currency and pounds as quoted by Barclays PLC as at the close of business on the Business Day immediately preceding the date of this Agreement.

1.5 Unless the context requires otherwise, any reference in this Agreement to a clause or schedule is to a clause of or schedule to this Agreement, any reference to a part or paragraph is to a part or paragraph of a schedule to this Agreement, any reference within a schedule to a part is to a part of that schedule, and any reference within a part of a schedule to a paragraph is to a paragraph of that part of that schedule.

1.6 This Agreement incorporates the schedules to it and any annexures to it.

1.7 The contents list, headings and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

## 2 Sale and purchase of shares

2.1 Subject to the terms of this Agreement, the Seller shall sell and the Purchaser shall purchase the Shares with effect from Completion.

2.2 The Shares shall be sold free from all Encumbrances and together with all rights of any nature that attach, or which may at any time become attached to them, including the right to receive all dividends and distributions declared, paid or made by the Company on or after the Completion Date.

2.3 The Seller:

- (a) covenants with the Purchaser that it has the right to transfer or to procure the transfer of the full legal and beneficial interest in the Shares to the Purchaser on the terms and (subject to the Condition at Clause 7.2(a)) set out in this Agreement;
- (b) covenants with the Purchaser that it shall at its own expense do everything reasonably required by the Purchaser from time to time in order to vest any of the Shares in the Purchaser; and

- (c) agrees to procure on Completion the irrevocable waiver of any right of pre-emption or other restriction on transfer in respect of the Shares or any of them conferred on any other person.
- 2.4 Part 1 of the *Law of Property (Miscellaneous Provisions) Act 1994* shall not apply to the sale and purchase of the Shares.

### **3 Deposit**

- 3.1 Such amount strictly to be held by the Seller's Lawyers in accordance with the terms of the Deposit Undertaking, on entry into this Agreement, the Purchaser shall pay an amount equal to the Deposit to the Seller's Lawyers' Account which shall be held by the Seller's Lawyers as stakeholder (as that term is commonly understood in commercial property transactions in England) pending Completion and to be released in accordance with the provisions of this Agreement and the Deposit Undertaking.
- 3.2 Other than pursuant to clause 3.4, all interest on the Deposit shall accrue for the benefit of the Purchaser. Notwithstanding, if and to the extent there is any uncertainty or dispute as to the allocation of any interest accrual on the Deposit, the parties hereby agree that such interest shall be for the sole account of the Purchaser.
- 3.3 If:
  - (a) this Agreement is terminated by the Purchaser pursuant to clause 9.1(a), clause 9.1(c) or 11.3(c), or by the Seller pursuant to clause 9.1(a)(iii), the Deposit shall be returned in its entirety to the Purchaser (including all interest accrued thereon), and the Purchaser and the Seller hereby directs the Seller's Lawyers to release the Deposit plus all accrued interest thereon to the Purchaser;
  - (b) this Agreement is terminated by the Seller pursuant to clause 11.3(c), the Deposit shall be forfeited by the Purchaser to the Seller and the Seller and the Purchaser hereby directs the Seller's Lawyers to release the Deposit plus all accrued interest thereon to the Seller; or
  - (c) Completion occurs, the Deposit plus any accrued interest on the Deposit shall be paid to the Seller (at the Purchaser's direction but on the Company's behalf, in part satisfaction of the Purchaser's obligation to procure the repayment of the Shareholder Loan Amount pursuant to paragraph 2 of Part 2 of Schedule 5) and the Seller and the Purchaser hereby directs the Seller's Lawyers to pay the Deposit and all interest accrued thereon to the Seller (on behalf of the Company).
- 3.4 If the Seller has terminated this Agreement pursuant to clause 11.3(c), the Seller agrees that the release of the Deposit to it (including any accrued interest thereon) shall be its sole remedy against the Purchaser, any member of the Purchaser Group and any person connected with any member of the Purchaser Group in respect of any claim of any nature against any of them under this Agreement and/or any transaction contemplated by this Agreement or any other Acquisition Document. In such scenario, each of the Seller Guarantor and the Seller irrevocably and unconditionally waives (or undertakes to procure the irrevocable and unconditional waiver of), any and all such claims or rights of action the Seller or the any member of the Immediate Seller Group or any person connected with any member of the Immediate Seller Group may have against the Purchaser any member of the Purchaser Group or any person connected with any member of the Purchaser Group in respect of it.

### **4 Exchange**

- 4.1 On the date of this Agreement, the Seller and the Seller Guarantor shall deliver or procure to be delivered to the Purchaser:



- (a) the First Disclosure Letter, duly signed by the Seller;
- (b) all duly approved and executed Exchange Vendor Approvals; and
- (c) legal opinions of Iu, Lai, and Li, and Conyers Dill & Pearman in the Agreed Form that together cover:
  - (i) the valid existence of the Seller and the Seller Guarantor;
  - (ii) the due authority of the Seller and the Seller Guarantor to enter into this Agreement and each of the other Acquisition Document to be entered into by the Seller and/or the Seller Guarantor on the date of this Agreement (including, but not limited to, each of the Seller and the Seller Guarantor having obtained all necessary approvals they require to enter into and perform their obligations under this Agreement); and
  - (iii) the enforceability of each of the Acquisition Document to be entered into by the Seller and/or the Seller Guarantor on the date of this Agreement;
- (d) the duly signed and released Ellerlic Waiver Letter;
- (e) the Deposit Undertaking, duly signed and released by the Seller's Lawyers;
- (f) a copy of the duly issued No Further Comment Letters in respect of the Exchange Joint Announcement;
- (g) a copy of the duly executed Letter of Undertaking; and
- (h) a copy of the minutes of a meeting of the board of directors of Grand Modern Investments unanimously approving its entry into the Letter of Undertaking and compliance with, and approval of, all matters thereunder.

4.2 On the date of this Agreement, the Purchaser shall:

- (a) deliver to the Seller a counterpart of the First Disclosure Letter, duly signed by the Purchaser;
- (b) deliver to the Seller as evidence of the authority of any person signing any Acquisition Document on behalf of the Purchaser:
  - (i) a copy of the minutes of a meeting of its board of directors in the Agreed Form (authorising its execution of any Acquisition Document to which it is party and which is to be entered into at the date of this Agreement, and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf); and
  - (ii) deliver to the Seller an extract of the Agreed Form subrogation provisions and the rights of third-party provisions from the W&I Policy.

4.3 As soon as practicable, and in any event within three Business Days, after the date of this Agreement, the Seller and the Seller Guarantor shall deliver or procure to be delivered to the Purchaser four Data Room USBs.

## 5 Consideration

### 5.1 Consideration

The consideration payable by the Purchaser for the Shares is:

- (a) £1.00 (one pound) (the **Base Consideration**);
- (b) **plus** the amount of any excess in Net Assets above £1.00 or **less** the amount of any shortfall in Net Assets below £1.00 (which, for the avoidance of doubt, shall include any deficit in net assets);
- (c) **plus** the Contingent Consideration (if any).

### 5.2 Payment on account of Consideration

The Purchaser shall pay £1.00 (one pound) to the Seller (**Completion Payment**) on Completion on account of the Consideration.

### 5.3 Adjusting payment

Within ten Business Days of the agreement or determination of the Completion Statement in accordance with Schedule 6:

- (a) if the Consideration (excluding the Contingent Consideration) exceeds the Completion Payment, the Purchaser shall pay the difference to the Seller; or
- (b) if the Consideration (excluding the Contingent Consideration) is less than the Completion Payment, the Seller shall pay to the Purchaser an amount (calculated on an After-Tax Basis) equal to the difference.

### 5.4 Claims to be treated as reducing Consideration

Any payment by the Seller in respect of any Warranty Claim or Tax Claim shall, to the extent legally possible, be deemed to reduce the Consideration received by the Seller.

### 5.5 Equity fix

If and to the extent the parties identify in the period between the date of this Agreement and Completion that the agreement or determination of the Completion Statement in accordance with Schedule 6 may result in an adjusting payment pursuant to clause 5.3(b), the parties (acting reasonably and in good faith) shall, prior to Completion, agree an increase or a decrease to the amount of the Shareholder Loan Amount to be capitalised pursuant to clause 6, so as to prevent or mitigate the magnitude of any adjusting payment pursuant to clause 5.3 being higher than or less than zero.

### 5.6 Draft Completion Statement

- (a) The Seller shall deliver to the Purchaser, not later than fifteen Business Days before the Completion Date (or such other date as the parties agree in writing), an updated version of the Estimated Completion Statement (being the **Updated Estimated Completion Statement**), setting out the Seller's best estimate in good faith of the Net Assets. The Updated Estimated Completion Statement agreed between the parties in accordance with this clause 5.5-6 shall reflect any adjustments to the Shareholder Loan Amount required pursuant to clauses 5.5 and / or clause 6.
- (b) The Seller and the Purchaser shall discuss in good faith the Updated Estimated Completion Statement and the Seller shall provide all explanations and information as

may reasonably required by the Purchaser and take into consideration any amendments to the Updated Estimated Completion Statement as are reasonably requested by the Purchaser.

- (c) If the Updated Estimated Completion Statement is agreed between the parties no later than 5pm on the date being five Business Days before the Completion Date, the Updated Estimated Completion Statement shall replace the Estimated Completion Statement and all references in this agreement to the Estimated Completion Statement and Estimated Net Asset Value shall be updated accordingly.
- (d) If the Updated Estimated Completion Statement is not agreed between the parties by 5pm on the date being two Business Days before the Completion Date, all references to the Estimated Completion Statement shall remain without amendment.

## 5.7 Contingent Consideration

For the purposes of this sub-clause:

**Agreed Tax Base** means the Headline Purchase Price plus any other costs or expenses (including, without limitation, capitalised costs for the planning and development of the Property (including finance costs), other enhancement expenditure and costs of disposal) actually incurred by the Company after Completion if and to the extent these costs would be deductible in calculating the Company's net taxable gain on disposal of the Property (whether or not a gain is actually made);

**Agreed Tax Loss** means the Property acquisition cost incurred by the Company and the capitalised costs for the planning and development of the Property actually incurred by the Company prior to Completion (such figure to be derived from the Completion Statement) if and to the extent these costs would be deductible in calculating the Company's taxable gain on the disposal of the Property *minus* the Headline Purchase Price (but provided that the Agreed Tax Loss shall not be less than £zero;

**Gain:** means the difference between the Subsequent Sale Consideration and the Agreed Tax Base;

**Third Party Disposal:** has the meaning given to it in clause 5.7(a);

**X** means the rate of UK Corporation Tax on chargeable gains (expressed as a decimal) applicable to the Company for the period in which the Company is treated as disposing of the Property for corporation tax purposes as a result of the Third Party Disposal; and

**Z** means:

Period from the Completion Date in which any Third Party Disposal occurs	Value of Z
On or before the third anniversary of the Completion Date	1.00

After the third anniversary of the Completion Date and on or before the fourth anniversary of the Completion Date	0.50
After the fourth anniversary of the Completion Date but on or before the fifth anniversary of the Completion Date	0.20
After the fifth anniversary of the Completion Date	0

- (a) If, prior to the fifth anniversary of the Completion Date, the Company disposes of the legal and beneficial title to the Property to a third party outside of the Purchaser Group for an amount (net of VAT), (being the **Subsequent Sale Consideration**) which is greater than the Agreed Tax Base (**Third Party Disposal**), the Purchaser shall:
- (i) within 15 Business Days of entering into a binding agreement in respect of the Third Party Disposal, notify (or procure the Company to notify) the Seller in writing of the Third Party Disposal; and
  - (ii) within 20 Business Days of completion of the Third Party Disposal, pay to the Seller in cash an amount equal to the lower of:
    - (A)  $X \times Z \times \text{Agreed Tax Loss}$ ; and
    - (B)  $X \times Z \times \text{Gain}$ ,

**(Contingent Consideration).**
- (b) For the avoidance of doubt, no payment shall be made pursuant to this clause 5.7 in the event that any Third Party Disposal occurs after the fifth anniversary of the Completion Date.

## 6 Shareholder Loan Amount

- 6.1 The expectation of the parties is that the Shareholder Loan Amount will be £23,940,990.46 immediately prior to Completion, and for the avoidance of doubt prior to the cash extraction (as described at paragraph 1.13 of Schedule 5) which is currently expected to be for an amount of £20,000, and prior to the Shareholder Loan Capitalisation.
- 6.2 The Seller shall notify in writing to the Purchaser prior to Completion if, and within one Business Day of becoming aware that, the Shareholder Loan Amount may be an amount other than £23,940,990.46 immediately prior to Completion, and prior to the cash extraction (as described in clause 6.1 and at paragraph 1.13 of Schedule 5) and prior to the Shareholder Loan Capitalisation. Furthermore, the Seller shall notify the Purchaser (in addition to its delivery to the Purchaser of the Updated Estimated Completion Statement pursuant to clause 5.5) no later than fifteen Business Days prior to Completion of the actual Shareholder Loan Amount that it expects will be prevailing immediately prior to Completion before the cash extraction described in clause 6.1 and at paragraph 1.13 of Schedule 5, and before the Shareholder Loan Capitalisation) (such notice being the **Shareholder Loan Notice**) and shall provide to the Purchaser all reasonable explanation and supporting evidence and documentation in respect of the same, as requested by the Purchaser.

- 6.3 If, and to the extent that, the Shareholder Loan Amount contained in the Shareholder Loan Notice exceeds £19,461,722.88 (the excess being the **Excess Amount**), the Seller shall procure that, in the form of the Shareholder Loan Capitalisation Documents, immediately prior to Completion the Company capitalises an amount equal to the Excess Amount by way of the allotment and issue of an ordinary share of £1.00 in the capital of the Company in favour of the Seller in return for the release of a corresponding amount of the principal then outstanding (**Shareholder Loan Capitalisation**) and the Shareholder Loan Amount shall be reduced to £19,461,722.88 accordingly. Any issue of shares as part of any capitalisation of the Excess Amount shall be undertaken in such manner as ensures no credit is required to be brought into account by the Company in respect of any amount released, as a result of the application of section 322(2) Corporation Tax Act 2009 (by virtue of Condition B in section 322 Corporation Tax Act 2009 being satisfied).
- 6.4 If and to the extent that there is a Shareholder Loan Capitalisation in accordance with clause 6.3 all references in this Agreement to Shares and the Shareholder Loan Amount shall be read so as to refer to the position following the Shareholder Loan Capitalisation (such that, for example, references to the "Shares" refers to the entire issued share capital of the Company as at Completion).

## 7 Completion

### 7.1 Exchange Joint Announcement

As soon as reasonably possible and within one Business Day following the entering into of this Agreement and in compliance with Rules 2.07C and 14.34 of the Hong Kong Listing Rules the Seller Guarantor shall, and the Seller shall procure each of Century City and Paliburg Holdings to publish the Exchange Joint Announcement on the HKEXnews website and on the relevant company's website in accordance with the Hong Kong Listing Rules and shall, within one Business Day following publication, notify the Purchaser and provide such evidence as the Purchaser reasonably requests in respect of the same.

### 7.2 Conditions

Completion is conditional on the following conditions being satisfied or waived in accordance with clause 7.3:

- (a) compliance with all necessary requirements in respect of the transactions contemplated under this Agreement which each of the Seller Guarantor, Century City and Paliburg Holdings are required to comply with under the Hong Kong Listing Rules (unless otherwise modified or waived by the Stock Exchange), including but not limited to the despatch of the respective Circular upon the Stock Exchange's issuance of the No Further Comment Letters and approval of the transactions contemplated under this Agreement at the CCSGM; and
- (b) the Seller delivering to the Purchaser a notice, in the Agreed Form, confirming to the Purchaser:
  - (i) that the Condition at clause 7.2(a) has been satisfied in full;
  - (ii) all Vendor Consents have been obtained; and
  - (iii) for all purposes the transactions contemplated by this Agreement are unconditional,

alongside all supporting documentation (including certified copies of each Vendor Consent) and evidence required by the Purchaser (acting reasonably) in respect of the same (the **Completion Notification**).

### 7.3 Right to waive Conditions

The Purchaser may waive in whole or in part the Conditions on any terms it decides by notice to the Seller, except that neither of the parties to this agreement may waive the requirement for Century City to approve of the transaction pursuant to the CCSGM or any other such acts or processes pursuant to the Hong Kong Listing Rules or otherwise prescribed by the Stock Exchange from time to time.

### 7.4 Satisfying the Conditions

The Seller shall use all reasonable endeavours to procure that the Conditions are satisfied as soon as reasonably practicable and the Completion Notification is delivered by the Seller to the Purchaser as soon as reasonably practicable and, in any event, by the Longstop Time (including as extended pursuant to clause 7.6 from time to time). In particular, the Seller shall:

- (a) procure that each of Seller Guarantor, and Paliburg Holdings submit to the Stock Exchange for approval the Seller Guarantor Circular, and the Paliburg Holdings Circular, respectively, within two Business Days of the date of this Agreement;
- (b) procure that each of Seller Guarantor, and Paliburg Holdings despatch the Seller Guarantor Circular, and the Paliburg Holdings Circular, respectively, as soon as reasonably practicable and in any event within 15 business days (as defined in the Hong Kong Listing Rules) after publication of the Exchange Joint Announcement in compliance with Rule 14.41(a) of the Hong Kong Listing Rules, unless a corresponding waiver from strict compliance with the aforesaid Hong Kong Listing Rule has been granted by the Stock Exchange, with an announcement in respect of the delay in despatch of Circular and the aforesaid grant of waiver by the Stock Exchange having been published by Paliburg Holdings and / or the Seller Guarantor (as the case may be) in compliance with the requirements of the Stock Exchange, as well as compliance with any such other conditions for the grant of waiver as imposed by the Stock Exchange;
- (c) procure Century City to despatch the Century City Circular at the same time as or before the notice of CCSGM in compliance with rule 14.41(b) of the Hong Kong Listing Rules, and to convene the CCSGM without unreasonable delay in accordance with the notice to approve the transactions contemplated under this Agreement; and
- (d) issue the Completion Notification to the Purchaser as soon as reasonably practicable following satisfaction of the Conditions in clause 7.2(a) and 7.2(b)(ii) and 7.2(b)(iii).

### 7.5 Progress in satisfying the Conditions

- (a) The Seller shall keep the Purchaser regularly updated in writing (with such updates being no less frequent than on a weekly basis) as to its progress in satisfying the Conditions and the timeline for the despatch of the Circulars. In particular, the Seller shall no less frequently than once per week confirm in writing to the Purchaser:
  - (i) reasonable details of its progress in finalising each Circular and the timeline for their despatch;
  - (ii) and accordingly, the Seller's anticipated date for delivery of the Completion Notification to the Purchaser.
- (b) If and to the extent following entry into this Agreement, any changes are made or proposed to be made to any part of the Circulars which are in the Agreed Form at the date of this Agreement (such changes as requested by the Stock Exchange, or otherwise), the Seller shall within one Business Day of any such change being requested by the Stock Exchange or otherwise proposed or intended to be made, and

in any event prior to making any change or variation to the Circulars after the date of this Agreement, inform the Purchaser of the same and provide all details of changes to be made to the Circulars (each such notification, a **Circular Change Notification**) and, subject to clause 7.5(c) below, copies of all relevant correspondence from the Stock Exchange to the extent it relates or otherwise refers to the Purchaser, the Company, the Property and/or the Transaction.

- (c) If any correspondence received by the Seller (or any relevant listed company) from the Stock Exchange is marked by the Stock Exchange to be confidential to the relevant listed company and the Stock Exchange specifically requests in writing that the correspondence is not shared with the Purchaser, the Seller shall (i) not be required to provide copies of such correspondence from the Stock Exchange to the Purchaser; however (ii) promptly upon receipt of such correspondence from the Stock Exchange inform the Purchaser in writing that such correspondence was received;
- (d) as soon as reasonably practicable following a Circular Change Notification, the Seller shall provide to the Purchaser for its review and comment a markup of the relevant Circular(s) setting out its proposed changes to the relevant Circular(s), with such review to be undertaken and comment to be provided by the Purchaser to the Seller no later than three full Business Days following receipt by the Purchaser of the relevant Circular(s) from the Seller;
- (e) the parties shall discuss any such proposed changes in good faith and both acting reasonably in a timely manner prior to the Seller submitting to the Stock Exchange any changes to any part of the Circulars which are in Agreed Form at the date of this Agreement (including as subsequently amended); and
- (f) after the date of this Agreement, in respect of any changes or variations to the Circulars which are in Agreed Form at the date of this Agreement (including as subsequently amended in accordance with the terms of this Agreement) which are of relevance, relate or otherwise refer to the Purchaser, the Company, the Property or the Transaction, the Purchaser's prior written consent (not to be unreasonably withheld or delayed) shall be required by the Seller prior to any such changes being submitted to the Stock Exchange for approval and prior to the relevant Circular(s) being despatched.
- (g) The Seller shall immediately notify the Purchaser when:
  - (i) any Condition is satisfied (with copies of appropriate evidence); and
  - (ii) if it becomes aware of any matter which is likely to result in any Condition becoming incapable of being satisfied or prevent it from being satisfied by the Longstop Time.
- (h) The Purchaser and the Seller (and all relevant listed companies) shall at all times act reasonably and in good faith in connection with all matters set out in this clause 7.5. In particular, in determining whether any changes or variations to the Circulars which are in Agreed Form at the date of this Agreement (including as subsequently amended in accordance with the terms of this Agreement) are of relevance, relate or otherwise refer to the Purchaser, the Company, the Property or the Transaction, the Seller and the relevant listed company (as the case may be) shall at all times act with diligence, prudence and in good faith, giving due consideration to the Purchaser's interests at all times. In case of uncertainty whether a reasonable person might consider that the proposed changes or variations may be relevant to the Purchaser, the Seller shall promptly consult with the Purchaser and transparently provide all relevant information to enable this clause 7.5 to be applied correctly and fairly to such situation.

## 7.6 Extension to Longstop Time

- (a) In the event the Conditions have not been satisfied by the Seller on or prior to the Longstop Time solely due to the fact that (A) any of the Circulars are still subject to the review or approval by, or (B) otherwise pending clearance by, the Stock Exchange, or (C) pending the Century City SGM being taken place, the Seller (on written notice to the Purchaser prior to the Longstop Time) may extend the Longstop Time by a maximum of ten Business Days per occasion, provided that:
  - (i) the Circular despatch time limit under Rule 14.41 of the Hong Kong Listing Rules shall at all times be complied with (and insofar as Paliburg Holdings or the Seller Guarantor is concerned), unless having obtained a grant of waiver from strict compliance with such requirement from the Stock Exchange, and in such case, all other conditions for the grant of such a waiver as imposed by the Stock Exchange remains to be complied. In the event such waiver is granted, the Seller shall promptly notify the Purchaser accordingly and shall provide the Purchaser with all such evidence as is reasonably requested in respect of the same;
  - (ii) the Longstop Time, as extended, may in no event be later than two months after the date to which it is extended (if so extended) pursuant to clause 7.5(d), clause 7.6, or otherwise such other time and date as may be agreed in writing between the Seller and the Purchaser.
  - (iii) For the avoidance of doubt, notwithstanding subclauses 7.6(a)(i) and 7.6(a)(ii), the Longstop Time may be extended for any amount of time pursuant to clause 10.5.
- (b) In respect of the Purchaser's obligations as set out in clause 7.5(d), in the event that:
  - (i) the Purchaser undertakes its review and/or provides its comment on the Circular(s) to the Seller by no later than the third Business Day (as opposed to the first Business Day) of the period proscribed in clause 7.5(c), the Seller may extend the Longstop Time by:
    - (A) in the case comments are provided on the second Business Day, by one Business Day; and
    - (B) in the case comments are provided on the third Business Day, by two Business Days,and in either case the Seller shall within one Business Day after the end of the third Business Day of the period proscribed in clause 7.5(d) notify the Purchaser of the new Longstop Time (if any) in writing; and
  - (ii) if the Purchaser does not undertake its review and/or provide its comment on the Circular(s) (or does not confirm that it does not have comment) by the end of the three Business Day period proscribed in clause 7.5(d), the Purchaser shall be taken to have agreed the submission of the revised Circulars provided by the Seller pursuant to clause 7.5(d) to the Stock Exchange at the end of the third Business Day of the period proscribed in clause 7.5(d), and the Longstop Time shall be extended in accordance with clause 7.6(b)(i)(B).

## 7.7 Purchaser's confirmation and undertaking and Seller's undertaking

- (a) The Purchaser shall provide to the Seller all information it reasonably requests and is available to the Purchaser to facilitate the vetting and clearance of the Circulars by



the Stock Exchange, including but not limited to giving information with respect to itself and its ultimate beneficial owner(s) to the Seller at the Seller's reasonable request to the extent required (and in the case of the Stock Exchange requested in writing) by the Hong Kong Listing Rules or the Stock Exchange. Any such request from the Seller for information from the Purchaser shall be accompanied by a copy of the relevant correspondence from the Stock Exchange, setting out details of the information it requires (unless such correspondence is marked by the Stock Exchange to be strictly confidential to the relevant listed company and the Stock Exchange specifically requests in writing that the correspondence is not shared with the Purchaser). In the event that any correspondence is marked by the Stock Exchange as strictly confidential to the listed company, the Seller shall share such information with the Purchaser on the basis that the Purchaser keeps such information strictly private and confidential.

In all cases (and within one Business Day of receipt) the Seller shall notify the Purchaser if it receives from the Stock Exchange written correspondence in relation to the Circulars. Copies of such correspondence shall be provided to the Purchaser if required in accordance with clause 7.5 or this clause 7.7.

- (b) The Purchaser confirms to the Seller that as at the date of this Agreement, none of the Purchaser or, to the best of the knowledge of the Purchaser, any of its close associates (having the meaning given in the Hong Kong Listing Rules) owns any shares (or any interests in the shares) of Century City, Paliburg Holdings, or the Seller Guarantor. The Purchaser undertakes that from the date of this Agreement until the date of CCSGM, the Purchaser will not, and shall use reasonable commercial endeavours to direct that its close associates will not acquire any shares (or any interests in the shares) of Century City.

## **8 Pre-completion matters**

### **8.1 Operations pending Completion**

From the date of this Agreement until Completion, the Seller shall procure that the Company shall, subject to clause 8.4, continue to operate in the ordinary course of business consistent with its past practice and in accordance with all applicable laws.

### **8.2 Restrictions pending Completion**

Pending Completion, the Seller shall procure that (subject to clause 8.4) the Company shall not and shall not agree to (whether conditionally or not):

- (a) other than the Shareholder Loan Capitalisation in accordance with clause 6.4, change its issued share capital in any way (including the creation of new shares, the redemption or repurchase of shares or any reduction of capital) or any rights attached to any of its shares;
- (b) grant any option or right to subscribe for any shares or other securities convertible into shares;
- (c) declare, pay or make any dividend or other distribution or capitalise any reserves;
- (d) change its constitutional or governing documents;
- (e) pass any resolution of its shareholders or any class of its shareholders;
- (f) change the date to which its annual accounts are prepared or its accounting policies, principles, estimation techniques, measurement bases, practices or procedures;

- (g) enter into any kind of insolvency process or any arrangement with its creditors generally;
- (h) undertake any merger, demerger or any other kind of business combination or reorganisation;
- (i) acquire or dispose of:
  - (i) any shares or any other interest in any company, business or partnership;
  - (ii) any real estate or interest in real estate;
  - (iii) any other asset without the prior written consent of the Purchaser, not to be unreasonably withheld;
- (j) grant any interest in the Property or any other real estate or vary the terms of, or waive any rights under, any lease of real estate;
- (k) create any Encumbrance over the Property or any of its other assets or undertaking;
- (l) enter into, amend or terminate any agreement or arrangement with the Seller Group or any person connected with the Seller Group;
- (m) waive any amounts owed to it by, or any rights it has against, the Seller Group;
- (n) enter into amend or terminate any joint venture or partnership arrangement;
- (o) enter into amend or terminate any Contract or enter into any other contract or arrangement to the extent such entry, amendment, or termination would create a liability or obligation for the Company without the prior written consent of the Purchaser, not to be unreasonably withheld;
- (p) incur any capital expenditure;
- (q) incur any borrowings;
- (r) make any loan;
- (s) give any guarantee or indemnity in relation to the obligations or liabilities of any other person;
- (t) cancel or fail to renew any of its insurance policies or do or omit to do anything which would make any such policy void or voidable;
- (u) commence or settle any dispute or legal or arbitral proceedings, or waive any right in relation to any such dispute or proceedings;
- (v) appoint or remove any officer or engage any employee;
- (w) establish, participate in or contribute to any new pension scheme or grant any new retirement, death or disability benefit;
- (x) amend or refile any Tax return of the Company or enter into (or agree to enter into) any election related to Tax, save as required by law;
- (y) request any Tax ruling or determination;

- (z) enter into any agreement with any person whereby the Company becomes liable for or provides an indemnity in respect of Taxes of any other person; enter into any arrangement or provide for a waiver or extension of time with respect to any assessment or reassessment of Tax, the filing of Tax returns, the payment of Tax or making any Tax elections in respect of the Company;
- (aa) enter into any VAT group arrangements; or
- (bb) change the residence for Tax purposes of the Company or create a permanent establishment of the Company in any jurisdiction.

### 8.3 **Property dealings pending Completion**

From the date of this Agreement until Completion, the Seller shall or shall procure that the Company shall:

- (a) as soon as reasonably practicable notify the Purchaser of any notices received by the Seller or the Company or proceedings received and commenced against the Seller or the Company after the date of this Agreement and relating to the Property; and
- (b) at the request and cost of the Purchaser, and after receiving any indemnity from the Purchaser reasonably required by Seller, take such action, serve such notices and commence such proceedings as the Purchaser reasonably requires relating to the Property.

### 8.4 **Permitted actions**

Clauses 8.1 and 8.2 shall not restrict or prevent the Company from doing anything:

- (a) required by, or to give effect to, any Acquisition Document;
- (b) upon the Purchaser's prior written instruction after the date of this Agreement;
- (c) with the Purchaser's prior written consent;
- (d) which is required in connection with any Shareholder Loan Capitalisation in accordance with clause 6.4; or
- (e) to the extent required to comply with any applicable law.

### 8.5 **Information and access**

Pending Completion, the Seller shall procure that the Company shall:

- (a) keep the Purchaser informed about matters of material importance to its business, assets and liabilities;
- (b) promptly provide such information about its business, assets and affairs to the Purchaser as it reasonably requests;
- (c) (subject to reasonable prior notice having been given to the Seller) allow the Purchaser and its representatives, within three Business Days of the Purchaser making any such request in writing, reasonable access to its premises, books and records and officers during normal business hours but, for the avoidance of doubt, nothing in this clause 8.5(b) grants the Purchaser a right to access the Property pending Completion other than in accordance with clause 8.6; and

- (d) co-operate with the Purchaser to assist the transition of the management and operation of the Company to the Purchaser on Completion.

## 8.6 Access to the Property

Pending Completion (other than with the prior written consent of the Seller) the Purchaser shall not access the Property unless accompanied by the Seller's nominated representative. The parties agree such nominated representative shall be Michael Elliot LLP if the Seller is not able to provide an alternate nominated representative within three Business Days of the Purchaser requesting access to the Property. The Purchaser shall reimburse the Seller for reasonable third-party costs incurred by the Seller in relation to the Purchaser accessing the Property.

## 9 Pre completion termination

### 9.1 Termination

- (a) If all Conditions have not been satisfied or waived, and therefore the Seller has not delivered the Completion Notification to the Purchaser prior to the Longstop Time (as may have been extended pursuant to clause 7.6):
  - (i) the parties shall consult with each other in respect of the relevant circumstances which have given rise to non-satisfaction to the Conditions (**Consultation**);
  - (ii) as part of the Consultation, the Seller may request to be given adequate opportunity over a period of a maximum of seven (7) calendar days to either satisfy the Conditions, provided always that the Circular despatch time limit under Rule 14.41 of the Hong Kong Listing Rules shall at all times be complied with (and insofar as Paliburg Holdings or the Seller Guarantor is concerned, unless having obtained a grant of waiver from strict compliance with such requirement from the Stock Exchange, and in such case, all other conditions for the grant of such a waiver as imposed by the Stock Exchange remains to be complied), such request being a **Longstop Further Extension Request** and, to the extent accepted by the Purchaser, the end of the aforementioned maximum of seven (7) day consultation period as described in clause 9.1(a)(i) being the **Extended Longstop Date**.
  - (iii) if:
    - (A) the Purchaser declines (by written notice to the Seller) the Longstop Further Extension Request; or
    - (B) the parties do not agree between them, by the Extended Longstop Time, to proceed Completion in accordance with the terms of this Agreement,

the Purchaser may (but is under no obligation to) terminate this Agreement by written notice to the Seller. To the extent the Purchaser has not terminated this Agreement prior to 31 December 2025 in accordance with this clause 9.1(a)(iii) or notified the Seller of its intention to proceed to Completion, the Seller may terminate this Agreement by written notice to the Purchaser.
- (b) For the avoidance of doubt, if following the process contemplated by clause 9.1(a) the parties agree, in their absolute discretion, to proceed to Completion, no amount shall be payable pursuant to clause 9.3.

- (c) Notwithstanding clause 10, the Purchaser may terminate this Agreement at any time before Completion by written notice to the Seller if there has been:
  - (i) a material breach of clause 8.1 or 8.2;
  - (ii) material non-compliance by the Seller or any other member of the Immediate Seller Group of clause 7.5(b), 7.5(c), 7.5(d), 7.5(e) and/or 7.5(f). For this purpose "material" shall include (but not be limited to) the release or sharing of information with the Stock Exchange and/or publication of the Circulars that include any changes relating to the Property, Seller, Company and/or Transaction which have not been pre-approved by the Purchaser in accordance with the terms of this Agreement;
  - (iii) a breach of any Fundamental Warranty, were they deemed to be repeated at all times after entry into this Agreement up to and including Completion; or
  - (iv) a material breach of any Warranty, were they deemed to be repeated at all times after entry into this Agreement up to and including Completion (noting that any matter Disclosed or deemed Disclosed in the Second Disclosure Letter shall not in any way limit the Purchaser's right to terminate this Agreement pursuant to clause 9.1(c)(i)).
- (d) For the purpose of clause 9.1(c), a breach shall be deemed **material** if such breach or breaches would result in the reduction in the value of the Property or a liability of the Company of an amount equal to or greater than £780,000, as measured from the date of this Agreement until the date on which such loss occurs and, for this purpose, the Property shall be valued at the date of this Agreement at the Headline Purchase Price.

## 9.2 Notification of changes

The Seller shall notify the Purchaser as soon as reasonably practicable if it becomes aware of anything which may give the Purchaser a right to terminate this Agreement under clause 9.1(a). Any notification shall contain, so far as is practicable, sufficient detail to enable the Purchaser to make a reasonable assessment of the situation and its likely effect on the Company. If requested by the Purchaser, the Seller shall promptly use its reasonable endeavours to prevent, remedy or otherwise minimise the effects of anything so notified.

## 9.3 Break Fee

If this Agreement either:

- (a) is terminated by the Purchaser or the Seller under clause 9.1(a)(iii); or
- (b) is terminated by the Purchaser under clauses 9.1(c)(ii) or 11.3(c),

the Seller shall, within seven Business Days of termination of this Agreement, in consideration of the costs and expenses incurred by the Purchaser in connection with this Agreement pay an amount equal to the Break Fee through a UK clearing bank of immediately available funds to the Purchaser.

## 10 Pre-Completion Event

- 10.1 If the Seller or Seller Guarantor becomes aware of a Potential Pre-Completion Event, it shall notify the Purchaser within one Business Day. If the Purchaser otherwise becomes aware of a

Potential Pre-Completion Event, it may notify the Seller in writing (each being a **Potential Pre-Completion Event Notification**).

- 10.2 Following receipt by a party of a Potential Pre-Completion Event Notification, the Purchaser and the Seller shall discuss in good faith whether, in their respective opinions acting reasonably, the Potential Pre-Completion Event will constitute a Pre-Completion Event and, if so, the quantum of the Loss suffered or to be suffered by the Company and/or the Purchaser in respect of the Pre-Completion Event.
- 10.3 If, within ten Business Days following receipt of a Potential Pre-Completion Event Notification (**Pre-Completion Event Review Period**), the parties agree that a Pre-Completion Event has occurred and agree the quantum of the Loss (**Agreed Quantum**), an amount equal to the Agreed Quantum shall be treated as a liability in Debt for the purposes of the Completion Statement and the parties shall proceed to Completion in accordance with the terms of this Agreement.
- 10.4 If, within the Pre-Completion Event Review Period, the parties fail to agree either that a Pre-Completion Event has occurred and / or agree the quantum of the Loss suffered in respect of a Pre-Completion Event:
- (a) the parties shall appoint an Expert to determine the position in accordance with part 2 of schedule 6 (for such purposes references to "Draft Completion Statement" and "Completion Statement" shall be substituted for appropriate references to Pre-Completion Event and any Loss suffered in respect of the same); and
  - (b) if the Expert determines that a Pre-Completion Event has occurred and has determined the quantum of the Loss (the "**Assessed Quantum**"), an amount equal to the Assessed Quantum shall be treated as a liability in Debt in the Completion Statement and the parties shall proceed to Completion.
- 10.5 If Completion is due to occur prior to determination of a Pre-Completion Event, Completion shall be deferred until either agreement has been reached between the Purchaser and the Seller pursuant to clause 10.3 or determined by an Expert pursuant to clause 10.4.
- 10.6 Nothing in this clause 10 shall in any way limit the Purchaser's right to terminate this Agreement pursuant to clause 9.1(c).
- 10.7 For the purposes of settling the Agreed Quantum or the Assessed Quantum (as the case may be) in accordance with clause 10.3 or 10.4 the Seller may, but is not obliged to, subject to the prior written consent of the Purchaser and subject also to the Seller bearing the cost of any Tax that arises as a result of such settlement (not to be unreasonably withheld), settle this amount in cash on behalf of the Company rather than treating it as a liability in Debt in the Completion Statement.

## **11 Completion arrangements and actions**

### **11.1 Completion arrangements**

Completion of the sale and purchase of the Shares shall take place at the office of the Purchaser's Lawyers (or at such other place as may be agreed in writing between the Purchaser and the Seller) on the Completion Date. The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the purchase of all of the Shares is completed simultaneously.

### **11.2 Completion actions**

On Completion:

- (a) the Seller shall comply with the obligations set out in Part 1 of Schedule 5; and
- (b) subject to the Seller's compliance with clause 11.2(a), the Purchaser shall comply with the obligations set out in Part 2 of Schedule 5.

### **11.3 Non-compliance**

If, on the Completion Date, any party does not comply with its obligations under clause 11.2, then the Purchaser (in the case of the Seller's non-compliance) or the Seller (in the case of the Purchaser's non-compliance) may by notice to the other:

- (a) proceed to Completion to the extent reasonably practicable (except that in no circumstance may Completion proceed without approval by way of shareholders' resolution at the CCSGM by a simple majority vote);
- (b) postpone Completion to another date not less than two nor more than ten Business Days after the Completion Date (so that the provisions of this clause 10 (other than this clause 11.3(b)) shall apply as if that later date is the Completion Date); or
- (c) subject to Completion having first been postponed in accordance with clause 11.3(b), terminate this Agreement.

## **12 Post-Completion**

### **12.1 Publication of announcement**

As soon as reasonably practicable after the Completion, the Seller Guarantor shall, and the Seller shall procure each of Century City and Paliburg Holdings shall publish the Completion Announcement on the HKEXnews website and on the relevant company's website on the Completion Date.

### **12.2 Bank accounts**

If and to the extent the bank accounts of the Company in place prior to Completion are not closed prior to Completion, the Seller shall provide to the Purchaser all such assistance as is reasonably requested to procure the closure of the relevant bank accounts as soon as possible after Completion. Any reasonable costs and expenses incurred by the Company and/or the Purchaser in respect of the closure of such bank accounts shall be treated as a liability in the Completion Statement.

## **13 Warranties**

### **13.1 The Seller warrants and represents to the Purchaser that the statements set out in schedule 2 and Part 2 of Schedule 3:**

- (a) are true and accurate as at the date of this Agreement;
- (b) are true and accurate immediately before Completion.

For the purposes of clause 13.1(b), any express or implied reference to the date of this Agreement in schedule 2 and Part 2 of Schedule 3 shall be construed as a reference to the relevant time.

### **13.2 Each of the Warranties is separate and independent and, unless otherwise expressly provided, the Purchaser shall have a separate claim and right of action in respect of every breach of every Warranty.**

13.3 The Seller undertakes that neither it nor any person claiming under or through it shall:

- (a) make any claim against the Company or any of its officers or employees;
- (b) enforce any right which it may have; or
- (c) raise any defence to any Warranty Claim,

in respect of any misrepresentation, inaccuracy or omission (other than one made fraudulently) in or from any information or advice provided by the Company or any of its officers or employees for the purpose of assisting the Seller to make any representation, give any Warranty, enter into this Agreement and/or prepare the Disclosed Information.

13.4 Where a Warranty is qualified by a reference (however expressed) to the knowledge or awareness of the Seller, they shall be deemed to know or be aware of anything which is actually known to:

- (a) any of the current directors of the Seller; or
- (b) any of the current directors of the Seller Guarantor; or
- (c) in respect of the Warranties in paragraph 38 of schedule 2, any of the directors of Ministerium from 30 April 2019 being the date that Ministerium joined the Seller's Group until the date of Ministerium's deregistration on 10 December 2020 (if and to the extent they are, at the date of this Agreement, a director or officer or a member of the Immediate Seller Group),

and in each case anything which would have been known to them had they made all reasonable enquiries in relation to the subject matter of the Warranty.

13.5 The Seller undertakes to the Purchaser that it shall provide the Purchaser with a draft of the Second Disclosure Letter no later than ten Business Days before the Completion Date, such draft having been prepared by the Seller in good faith based upon its actual knowledge at the date of such provision and its expectation of the final form Second Disclosure Letter.

13.6 Any payment due from the Seller in respect of any claim for breach of the Warranties or Fundamental Warranties shall be calculated on an After-Tax Basis.

## 14 Indemnity

14.1 In this clause 14, **Purchaser Indemnified Matter** means any claims which may be made against the Company or any other member of the Purchaser Group or any of their connected persons by Gil Levy, Elleric Limited and / or Sapphire Investments Limited or any member of any such party's group or any of their connected persons in connection with the Property or Company or any member of the Seller Group, to the extent any claim was as a direct result of any act or omission on the part of a member of the Seller Group.

14.2 The Seller undertakes to the Purchaser that it shall, immediately on any demand by the Purchaser from time to time, pay to the Purchaser (on an After-Tax Basis) an amount equal to all losses (of whatever nature), costs, claims, demands, damages, fees, expenses and other liabilities which the Purchaser, the Company and / or any other member of the Purchaser Group reasonably incurs or suffers from time to time arising out of or in connection with any Purchaser Indemnified Matter (including all payments, legal and other costs and expenses reasonably incurred as a consequence of or which would not have arisen but for the Purchaser Indemnified Matters).



## **15 Seller limitations**

- 15.1 Except as provided in clauses 15.2, the liability of the Seller in respect of:
- (a) any Fundamental Warranty Claim shall be limited as set out in Schedule 4;
  - (b) any General Warranty Claim shall be limited as set out in Schedule 4; and
  - (c) any Tax Claim shall be limited as set out in Schedule 4 and Part 1 of Schedule 3,
- but where there is any inconsistency between the provisions of Schedule 4 or Part 1 of Schedule 3 and any other provision of this Agreement, the latter shall prevail.
- 15.2 Nothing in Schedule 4 or in Part 1 of Schedule 3 shall operate to exclude or limit any liability of the Seller or any remedy available to the Purchaser in relation to any Fundamental Warranty, General Warranty Claim, or Tax Claim that arises or is delayed as a result of the fraud or fraudulent concealment on the part of the Seller.

## **16 Confidentiality and agreements**

- 16.1 Subject to other provisions in this clause 16, each of the Seller and the Seller Guarantor severally undertakes to the Purchaser that it shall at all times keep confidential (and the Seller shall procure that its group shall at all times keep confidential):
- (a) the existence and provisions of, and the negotiations relating to, this Agreement and any other Acquisition Document;
  - (b) all information received or obtained by it before Completion which relates to the Purchaser or to other members of the Purchaser Group (as such group is constituted immediately before Completion),
- and shall use the information only for the purposes contemplated by this Agreement or any other Acquisition Document.
- 16.2 Subject to other provisions in this clause 16, the Purchaser undertakes to the Seller that it shall at all times keep confidential (and shall procure that the Purchaser Group shall at all times keep confidential):
- (a) the existence and provisions of, and the negotiations relating to, this Agreement and any other Acquisition Document; and
  - (b) all information received or obtained by it before Completion which relates to the Seller Group, Century City, and Paliburg Holdings,
- and shall use the information only for the purposes contemplated by this Agreement or any other Acquisition Document.
- 16.3 No party (nor any other member of its respective group) shall have to keep confidential or restrict its use of information that:
- (a) has come into the public domain through no fault of that party (or such member); or
  - (b) (i) was properly and lawfully in the possession of the relevant party (or such member) before the time that it was disclosed by or acquired from the other party (or any other member of its group) or its advisers, or (ii) was not acquired in any way, directly or indirectly, from the other party (or any other member of its group) or its advisers, and

provided in each case that such information is not known to be subject to any duty of confidentiality owed to the other party (or any other member of its group).

16.4 A party (or any other member of its respective group) may disclose information that it is otherwise required to keep confidential under this clause 16:

- (a) if, but only to the extent that, such disclosure is required:
  - (i) by law;
  - (ii) by any Authority or securities exchange, including the Stock Exchange for the avoidance of doubt, to which the relevant party (or such member) is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law;
  - (iii) to make any filing with, or to obtain any clearance, exemption or consent from, any such Authority or securities exchange, including the Stock Exchange for the avoidance of doubt;
  - (iv) to protect that party's (or such member's) interest in any legal action or proceedings; or
  - (v) to vest the full benefit of this Agreement in that party (or such member);
- (b) if, but only to the extent that, such disclosure is expressly required or permitted by this Agreement;
- (c) to any other member of its respective group;
- (d) to its officers, employees, consultants, agents, professional advisers, auditors and funders, and those of any other member of its respective group; or
- (e) to its direct or indirect shareholders and to any adviser, manager, employee or general partner of any such shareholder, and to their bankers and their respective professional advisers; or
- (f) with the prior consent of:
  - (i) if such information relates only to one party (or member), such party (or member); or
  - (ii) otherwise, (i) when the disclosing party is a member of the Purchaser Group, the Seller; or (ii) when the disclosing party is a member of the Seller Group, the Purchaser,

in each case, such consent not to be unreasonably withheld or delayed,

provided that:

- (g) in the case of any disclosure pursuant to clauses 16.4(c), 16.4(d) or 16.4(e), the disclosing party (or member):
  - (i) such party has a genuine need to know such information;
  - (ii) ensures that the person to whom the information is to be disclosed is made aware of the provisions of this clause 16 before such disclosure is made; and

- (iii) uses reasonable endeavours to procure that such person complies with the provisions of this clause 16 as if they were that disclosing party (or member).

- 16.5 The Purchaser and each member of the Purchaser Group shall be entitled to disclose to its actual or potential insurers and any actual or potential lenders (and in each case their respective professional advisers) the following information that is otherwise required to be kept confidential under this clause 16:
- (a) at any time following the date of this Agreement, publicly available information about the Company (including information obtained from sources outside the Seller);
  - (b) at any time prior to the Seller making any announcement, press release, circular or similar publication that discloses the Consideration (**Purchase Price Publication**), a range of figures within which Consideration sits; and
  - (c) at any time after the Seller has made a Purchase Price Publication, the Consideration.
- 16.6 Subject to clause 16.7, no party shall at any time issue any press release, circular or other publicity (nor permit its group to issue any press release, circular or other publicity) relating to the existence or provisions of this Agreement or any other Acquisition Document or the sale of the Shares.
- 16.7 Clause 16.6 shall not apply:
- (a) to the Circulars;
  - (b) to the Exchange Joint Announcement;
  - (c) to the Completion Announcement;
  - (d) to the CCSGM Poll Results Announcement;
- only to the extent such press release, circular, or other publicity contains information already disclosed as permitted in accordance with this Agreement; or
- in the circumstances set out in and to the extent permitted by clauses 16.4(a)(i), 16.4(a)(ii), 16.4(a)(iii), or 16.4(a)(v). For the purposes of this clause 16.7, all references in clauses 16.4(a)(i), 16.4(a)(ii), or 16.4(b), to "disclosure", "disclosed" or "disclosing" shall be read as "announcement", "announced" or "announcing", as appropriate.
- 16.8 The entire of this clause 16 shall be subject to clause 7.5.

## 17 Group separation matters

### 17.1 Purchaser's access to information

The Seller shall procure that:

- (a) all books of account, records, documents and information of the Company (in whatever form) relating to the period before Completion that are retained by the Seller (**Retained Information**) are preserved for seven years from the Completion Date (or such longer period required by applicable laws); and
- (b) (on giving reasonable notice to the Seller) the Purchaser, the Company and their respective representatives are permitted during normal business hours to have

access to, and to take copies (at the Company's expense) of, the Retained Information.

## 17.2 Seller's access to information

The Purchaser shall procure that (on giving reasonable notice to the Purchaser) the Seller Group and its representatives are permitted during normal business hours to have access to, and to take copies (at the Seller's expense) of, such books of account, records, documents and information of the Company (in whatever form) relating to the period before Completion as they reasonably require for tax or accounting purposes, or to comply with any applicable law or requirement of any Authority or securities exchange to which the Seller or its group is subject or submits.

## 17.3 Insurance

- (a) In this clause 17.3(a) (a) **Seller Policies** means all insurance policies purchased or maintained by the Seller at any time before Completion for the benefit of the Company (other than those exclusively for the benefit of the Company and/or in the name of the Company) (if any); and (b) **Existing Claims** means any claims made by or on behalf of the Company under any Seller Policy before Completion that remain outstanding at Completion (if any).
- (b) The Purchaser and the Seller agree that with effect from Completion:
  - (i) the Company shall have the benefit of and be entitled to pursue Existing Claims;
  - (ii) the Company shall continue to have the benefit of and be entitled to make claims under any "occurrence-based" Seller Policies in relation to events, acts or omissions that occurred on or before Completion, and the Seller shall not cancel any such policies with retrospective effect or do or omit to do anything which would adversely affect the Company's rights under any of them; and
  - (iii) the Company shall not have the benefit of the Seller Policies (whether "occurrence-based" or "claims-made" policies) in relation to events, acts or omissions that occur after Completion, and the Purchaser shall be responsible for ensuring that the Company has adequate ongoing insurance.

After Completion, the Seller shall at the Purchaser's cost provide to the Purchaser Group all assistance, information and co-operation as may be reasonably requested in writing to make and/or deal with any Existing Claim or any new claim that the Company is entitled to make in accordance with clause 17.3(b)(ii) under the Seller Policies.

## 18 Seller guarantee and indemnity

- 18.1 In this clause 18, **Seller Guaranteed Obligations** means all present and future obligations, commitments, undertakings, warranties, indemnities, covenants and liabilities of or given by the Seller to the Purchaser or by the Seller to any Third Party under this Agreement.
- 18.2 In consideration of the Purchaser entering into this Agreement, the Seller Guarantor irrevocably and unconditionally:
  - (a) guarantees to the Purchaser and to each Third Party the due and punctual performance and observance by the Seller of the Seller Guaranteed Obligations;

- (b) undertakes to the Purchaser and to each Third Party that, if and whenever the Seller defaults for any reason in the performance of any Seller Guaranteed Obligation, the Seller Guarantor shall promptly on demand perform (or procure the performance of) and satisfy (or procure the satisfaction of) such Seller Guaranteed Obligation in the manner set out in this Agreement as if it were the principal obligor, and so that the same benefits shall be conferred on the Purchaser and each Third Party as would have been conferred on them had such Seller Guaranteed Obligation been duly performed and satisfied by the Seller; and
  - (c) agrees, as an independent and primary obligation, to the extent permitted by applicable laws, to indemnify and keep indemnified (on an After-Tax Basis) the Purchaser and each Third Party against all direct or indirect losses (of whatever nature), costs, claims, demands, expenses and other liabilities which it incurs or suffers from time to time arising out of or in connection with:
    - (i) any failure of the Seller to comply with any Seller Guaranteed Obligation or to discharge any of its liabilities under this Agreement in respect of any breach of any Seller Guaranteed Obligation; or
    - (ii) any Seller Guaranteed Obligation being or becoming illegal, invalid or unenforceable on any grounds,

including all payments, legal and other costs and expenses incurred as a consequence of or which would not have arisen but for any such failure or circumstance.
- 18.3 If any payment by the Seller or discharge given by the Purchaser and/or any Third Party is avoided or reduced as a result of insolvency, liquidation, administration or otherwise, the liability of the Seller and the Seller Guarantor under this clause 18 shall continue or be reinstated as if the payment, discharge, avoidance or reduction had not occurred.
- 18.4 The guarantee and indemnity contained in this clause 18 is:
- (a) a continuing guarantee and shall extend to all of the Seller Guaranteed Obligations regardless of any intermediate payment or discharge in whole or in part; and
  - (b) in addition to, and is not in substitution for and shall not merge with or be prejudiced by, any other rights, remedies or security which the Purchaser may at any time hold in respect of the Seller Guaranteed Obligations.
- 18.5 The obligations of the Seller Guarantor under this clause 18 shall not be affected by any act, omission, matter or thing which, but for this clause 18, would reduce, release or prejudice any such obligations (without limitation and whether or not known to the Seller or the Purchaser), including:
- (a) any termination, amendment, variation, novation or supplement (however fundamental and whether or not more onerous) of or to this Agreement and/or the Seller Guaranteed Obligations;
  - (b) any failure or delay in seeking performance of any Seller Guaranteed Obligation or any granting of time or other indulgence for such performance;
  - (c) any illegality, invalidity or unenforceability of any obligation or liability of any person under this Agreement;
  - (d) any incapacity or lack of power, authority or legal personality of or dissolution of the Seller or any other person;

- (e) any change in the constitution, status or control of the Seller;
  - (f) any insolvency, liquidation, administration or other equivalent or similar proceedings of the Seller;
  - (g) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Seller or any other person, or any non-presentation or non-observance of any formality or other requirement in respect of any instrument, or any failure to realise the full value of any security; or
  - (h) the release of the Seller or any other person under the terms of any composition or arrangement with any creditor,
- 18.6 Without prejudice to the generality of clause 18.5, the Seller Guarantor expressly confirms that it intends that the provisions of this clause 18 shall extend from time to time to any variation, increase, extension or addition of or to this Agreement.
- 18.7 Until all amounts which are or may become payable by the Seller under or in connection with this Agreement have been paid in full, the Seller Guarantor shall not:
- (a) exercise any security or other rights which it may have against the Seller by reason of the performance by it of its obligations under this Agreement, or by reason of any amount being payable, or liability arising, under this clause 18, whether such rights arise by way of set off, counterclaim, subrogation, indemnity or otherwise; or
  - (b) have or take from the Seller for any Seller Guaranteed Obligation any security in respect of its liability under this clause 18.
- 18.8 The Seller Guarantor waives any right it may have to require the Purchaser or any Third Party (or any trustee or agent on its behalf) to proceed against or enforce any security or other rights against or claim payment from any person before claiming from the Seller Guarantor under this clause 18. This clause 18.8 applies to the to the extent permissible by law and despite any provision of this Agreement to the contrary.
- 18.9 For the avoidance of doubt, the guarantee and indemnity contained in this clause 18 shall not be affected by any valid assignment of any of the rights of the Purchaser or any Third Party under this Agreement, and shall remain in full force and effect notwithstanding any such assignment.

## **19 Effect of termination**

- 19.1 Subject to clause 3.4, if this Agreement is terminated pursuant to clause 9.1(a)(iii), 9.1(c) or 11.3(c), then each party's further rights, obligations and liabilities under this Agreement shall cease immediately on termination, except for:
- (a) each party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities as at the date of termination; and
  - (b) each party's continuing rights, obligations and liabilities under this clause 19 and clauses 1 (Definitions and interpretation), 16 (Confidentiality and agreements), 18 (Seller guarantee and indemnity), 22 (Assignment and successors), 23 (Third party rights), 24 (Costs and expenses), 25 (Payments, etc), 27 (Entire agreement), 28.1 (Severance), 28.2 (Variation), 28.3 (Waiver), 28.4 (Cumulative remedies), 28.5 (Counterparts), 29 (Notices), 30 (Agent for service) and 31 (Governing law and jurisdiction).

## 20 Waiver of claims

With effect from Completion each of the Seller and the Seller Guarantor confirm that:

- (a) neither they nor any of member of the Seller Group nor any person connected the Seller Group has any claim against the Company;
- (b) there is no agreement or arrangement outstanding under which the Company has or could have any actual or contingent obligation to them or any member of the Seller Group or any person connected with the Seller Group; and
- (c) the Company does not owe any sums to them or any of member of the Seller Group or any person connected with the Seller Group;

and, if any such claim, obligation or sum exists or may exist as at Completion, the Seller Guarantor and the Seller irrevocably and unconditionally waives (or undertakes, in respect of any member of the Immediate Seller Group, to procure the irrevocable and unconditional waiver of) any such claim, obligation or sum (including any interest on such sum) and all rights of action such Seller, Seller Guarantor or member of the Immediate Seller Group may have against any Company in respect of it.

## 21 Voting power of attorney

21.1 The Seller undertakes that, for as long as it remains the registered holder of Shares after Completion, it will:

- (a) hold the Shares and the dividends or distributions declared in respect of them after Completion and received by it and all rights arising out of or in connection with it on trust for the Purchaser as beneficial owner;
- (b) deal with the Shares and all such dividends, distributions and rights as the Purchaser may direct for the period between Completion and the day on which the Purchaser is entered in the register of members of the Company as the holder of the Shares;
- (c) promptly notify, and deliver to, the Purchaser anything received by the Seller in its capacity as the registered holder of the Shares;
- (d) not exercise any power conferred on the Purchaser under this clause 21.1 without the Purchaser's written consent; and
- (e) ratify and confirm whatever the Purchaser (as attorney) does or purports to do in good faith in exercising the powers conferred pursuant to the power of attorney granted in clause 21.2.

21.2 Subject to clause 21.2(d), and with effect from Completion, the Seller hereby irrevocably appoints the Purchaser as its attorney (acting by any of its officers from time to time) for the purpose of exercising any and all rights, privileges and/or duties attaching to the Shares including, without limitation, receiving notices of and attending and voting at all meetings of the members of the Company. For the purposes of this clause 21.2, the Seller authorises, without limitation:

- (a) the Company to send any notices in respect of their shareholdings to the Purchaser;
- (b) the Purchaser to complete and return proxy cards, consents to short notice, shareholders or class written resolutions and any other documents otherwise required to be signed by the Seller as a member of the Company;

- (c) the Purchaser to exercise the right to convene a general meeting and/or require the circulation of a shareholders or class written resolution to the extent such acts may lawfully be done in the Seller's capacity as the registered holder of the Shares; and
  - (d) the Purchaser to otherwise execute, deliver all agreements and documents and undertake all acts in the name of the Seller to the extent they may lawfully be done in the capacity of the Seller as the registered holder of the Shares.
- 21.3 Nothing in clause 21.1 or 21.2 shall permit the Purchaser:
- (a) to enter into any agreement with any third party on the Seller's behalf which creates any obligation on the Seller other than an obligation to execute a stock transfer of the legal interest in the Shares; or
  - (b) to do anything which will or might result in the Seller incurring any costs or liabilities which are not expressly provided for in this Agreement.
- 21.4 The provisions of this clause 21 (only) shall expire on the date on which the Seller ceases to be a member of the Company by virtue of the registration of the Purchaser (or its nominee) as the holder of the Shares in the Company's register of members. Until such expiry, the power of attorney granted pursuant to this clause 21 is given by way of security in respect of the proprietary interest of the Purchaser in the Shares and shall be irrevocable except with written consent of the Purchaser.

## 22 Assignment and successors

- 22.1 In this clause 22, any reference to a party's **rights under this Agreement** includes all or any benefits or rights of that party under this Agreement, including (in the case of the Purchaser) the Warranties (together with any cause of action arising out of or in connection with any Warranty).
- 22.2 Unless otherwise expressly provided in this Agreement, no party may assign, transfer, grant any Encumbrance over, declare any trust over or deal in any way with its rights under this Agreement without the prior consent of:
- (a) (in the case of any such dealing by the Seller) the Purchaser; or
  - (b) (in the case of any such dealing by the Purchaser) the Seller and the Seller Guarantor,
- in each case, such consent not to be unreasonably withheld or delayed.
- 22.3 The Purchaser may, with the prior written consent of the Seller and the Seller Guarantor, at any time and on more than one occasion, grant any Encumbrance over its rights under this Agreement by way of security in favour of any person who has agreed at any time to provide finance to the Purchaser or any other member of the Purchaser Group, and/or to any agent or trustee of such person for the time being; and any such security may be enforced or released.
- 22.4 If there is an assignment, transfer, grant, declaration or dealing by a party as permitted by this clause 22:
- (a) such party shall, as soon as reasonably practicable, give notice of such dealing to:
    - (i) (in the case of any such dealing by the Seller) the Purchaser; or
    - (ii) (in the case of any such dealing by the Purchaser) the Seller and the Seller Guarantor.



However, failure to give such notice shall not affect the validity of such dealing; and

- (b) the amount of loss or damage recoverable by any assignee or other person entitled to the rights under this Agreement pursuant to this clause 22 shall not be greater than the amount of loss or damage which that party would have been able to recover had (a) such assignment, transfer, grant, declaration or dealing and (b) any related transfer of all or any of the Shares or all or any of the assets or undertaking of the Company not taken place.

22.5 A party may disclose information that it is otherwise required to keep confidential under clause 16 to a proposed assignee or any other person with whom it is dealing as permitted by this clause 22.

22.6 This Agreement shall be binding on and continue for the benefit of the successors and assignees of each party.

## 23 Third party rights

23.1 In this clause:

**Purchaser Group Transferee** means a member of the Purchaser Group (other than the Purchaser and the Company) to which a Relevant Transfer has been made; and

**Relevant Transfer** means the transfer of:

- (a) all or any of the Shares; or
- (b) the Property.

23.2 The Seller and the Purchaser agree that any Purchaser Group Transferee shall be entitled to, and may enforce (either on its own or together with the Purchaser and/or any other Purchaser Group Transferee), the benefit and rights of the Purchaser under the following provisions of this Agreement as if such Purchaser Group Transferee had been originally named as the Purchaser in this Agreement:

- (a) clause 2.3 (Title covenants);
- (b) clause 12 (Warranties) and Schedule 2 (General Warranties);
- (c) Schedule 3 (Tax);
- (d) clause 17 (Group separation matters),

provided that:

- (e) any Purchaser Group Transferee which is entitled to make a claim under this clause 23.2 shall be subject to the limitations contained in this Agreement as if it had been originally named as the Purchaser; and
- (f) this clause 23.2 shall not result in the Seller being liable to pay damages or other compensation or reimbursement more than once in respect of the same loss.

23.3 Those persons named, or which fall within the class of person described, in column (1) of the table below (**Third Parties**) may enforce against the parties the benefits and rights given to them under the clause(s) set out against their name or class in column (2), subject to and in accordance with:

- (a) the terms of such clause(s); and
- (b) (subject to clauses 23.4 and 23.6) the provisions of the *Contracts (Rights of Third Parties) Act 1999 (CRTPA)*,

provided that a Third Party shall give written notice to the parties to this Agreement confirming its agreement to clause 31 before bringing any legal action or proceedings to enforce any of its benefits or rights under this Agreement.

(1) Third party	(2) May enforce clause(s)
The Company	13.3 (No claim against the Company, etc) 17 (Group separation matters) 18 (Seller guarantee and indemnity)
Member of the Purchaser Group (except the Purchaser)	18 (Seller guarantee and indemnity)
Member of the Purchaser Group (as such group is constituted immediately before Completion, but excluding the Purchaser)	16 (Confidentiality and agreements)
Purchaser Group Transferee	23.2 (Third party rights)
Those persons identified in clause 27.6	27.4 and 27.6 (Entire agreement)

- 23.4 Unless otherwise expressly provided in this Agreement, no Third Party may assign, transfer, grant any Encumbrance over, declare any trust over or deal in any way with any benefit or right conferred on it by clause 23.3 without the prior consent of the each Party, such consent not to be unreasonably withheld or delayed.
- 23.5 The Purchaser may disclose information that it is otherwise required to keep confidential under clause 16 to a Third Party for the purpose of allowing such Third Party to benefit from the rights granted to it pursuant to this clause 23.
- 23.6 The parties to this Agreement may, without the consent of any Third Party, rescind or vary this Agreement in such a way as to extinguish or alter the benefits or rights conferred by clause 23.3.
- 23.7 Except as provided in clause 23.3, a person who is not a party to this Agreement shall not have any right under the CRTPA to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.
- 23.8 Without prejudice to clause 23.7, no successor or assignee of any party shall have any right under the CRTPA to enforce any term of this Agreement, whether before or following its succession or the assignment to it. The rights of such successor or assignee shall, subject to and following any succession or assignment, be governed by the terms of this Agreement.

## 24 Costs and expenses

Unless otherwise expressly provided in this Agreement, including in accordance with clause 4.3, each of the Seller, the Seller Guarantor and the Purchaser shall bear its own costs and

expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement.

## 25 Payments

25.1 In this clause 25, **Payment Account** means:

- (a) if the relevant payment is to be made to the Seller or its nominated third party, the Seller's Lawyers' Account; and
- (b) if the relevant payment is to be made to the Purchaser, the account of the Purchaser notified to the Seller or the Seller Guarantor (as appropriate) for this purpose not less than three Business Days before the date such payment is due;

25.2 Any payment to be made to the Seller or the Purchaser under this Agreement shall be effected by transfer through a UK clearing bank of immediately available funds to the Payment Account.

25.3 If requested, each party shall provide to the relevant payee, as soon as reasonably practicable, reasonable evidence of the origin of the funds used to meet its obligations to pay (or to procure the payment of) any amount under any Acquisition Document.

## 26 Further assurance

Without prejudice and in addition to the other provisions of this Agreement (whether express or implied by law), each of the Seller, the Seller Guarantor and the Purchaser shall, from time to time and at its own expense, promptly do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as the other party may require and in a manner or form satisfactory to such other party to give full effect to, and to secure to such other party the full benefit of the rights and remedies conferred on it by, the Acquisition Documents.

## 27 Entire agreement

27.1 In this clause 27, **Pre-Contractual Statement** means any representation, statement, assurance, covenant, undertaking, warranty, indemnity, guarantee or commitment (whether contractual or otherwise) made or given before the date of this Agreement.

27.2 The Acquisition Documents supersede and extinguish all previous agreements, arrangements and understandings between, or Pre-Contractual Statements given by, the parties relating to the subject matter of the Acquisition Documents (or any of them).

27.3 The Acquisition Documents (as varied in accordance with their terms) constitute the entire agreement and understanding between the parties in respect of the subject matter of the Acquisition Documents (or any of them).

27.4 Each party acknowledges and represents to the others that it has not relied on, or been induced to enter into this Agreement or any other Acquisition Document by, any Pre-Contractual Statement given by any person (whether a party to this Agreement or not), other than the Pre-Contractual Statements set out in the Acquisition Documents (or any of them).

27.5 No party shall be liable to the others in equity, contract or tort (including negligence), under the *Misrepresentation Act 1967* or in any other way for any Pre-Contractual Statement that is not set out in this Agreement or any other Acquisition Document.

- 27.6 No member of the Purchaser Group (other than the Purchaser), nor any adviser to or funder of the Purchaser or such member, shall be liable to the Seller or the Seller Guarantor (in equity, contract or tort (including negligence), under the *Misrepresentation Act 1967* or in any other way) for any Pre-Contractual Statement.
- 27.7 No member of the Seller Group (other than the Seller or, to the extent provided for in accordance with clause 12, the Seller Guarantor), shall be liable to the Purchaser or any member of the Purchaser Group (in equity, contract or tort (including negligence), under the *Misrepresentation Act 1967* or in any other way) for any Pre-Contractual Statement.
- 27.8 This clause 27 shall not exclude or limit any liability arising as a result of any fraud or fraudulent concealment.

## **28 General**

### **28.1 Severance**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement. If any illegal, invalid or unenforceable provision of this Agreement would be legal, valid and enforceable if some part or parts of it were modified, such provision shall apply with whatever modification is necessary so that it is legal, valid and enforceable and gives effect to the commercial intention of the parties.

### **28.2 Variation**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the Seller and the Purchaser.

### **28.3 Waiver**

Any waiver of any right or remedy under or in respect of this Agreement shall only be valid if it is in writing, and shall apply only to the person to whom it is addressed and in the specific circumstances for which it is given. Unless otherwise expressly provided in this Agreement, no right or remedy under or in respect of this Agreement shall be precluded, waived or impaired by (a) any failure to exercise or delay in exercising it; (b) any single or partial exercise of it; (c) any earlier waiver of it, whether in whole or in part; or (d) any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.

### **28.4 Cumulative remedies**

Unless otherwise expressly provided in this Agreement, the rights and remedies under this Agreement are in addition to, and do not exclude, any rights or remedies provided by law (including equitable remedies).

### **28.5 Counterparts**

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.

### **28.6 Effect of Completion**

Each provision of this Agreement (other than any obligation which is fully performed at Completion) shall remain in full force and effect after Completion.

## 29 Notices

- 29.1 Any notice or other communication to be given or made to a party under this Agreement (**Notice**):
- (a) shall be in writing and in English;
  - (b) shall be sent to the postal or email address and for the attention of the person specified in clause 29.3 (or such other address or person as each party may notify to the others in accordance with clauses 29.6 or 30.3); and
  - (c) may be served on or delivered to the relevant party:
    - (i) personally or by hand delivery;
    - (ii) by prepaid first class or special (or other recorded) delivery post; or
    - (iii) subject to clause 29.2, by email.
- 29.2 When a Notice is served on or delivered to a party (**Recipient**) by email, the party serving or delivering the Notice (**Sender**) must deliver a copy of such Notice to the Recipient in accordance with the provisions of clauses 29.1(c)(i) and 29.4(a) or clauses 29.1(c)(ii) and 29.4(b) by 5:00pm on the fifth Business Day after the date on which the original Notice is deemed to have been served or delivered in accordance with clause 29.4(c). Failure by the Sender to deliver such copy Notice to the Recipient shall not invalidate the service or delivery of the original Notice (or delay the time of deemed service or delivery under clause 29.4(c)).
- 29.3 The postal and email addresses of the parties for the purposes of clause 29.1(b) are:

**Seller:**

For the attention of: Board of Directors (re: Waterman House)  
Address: 11/F, 68 Yee Wo Street, Causeway Bay, Hong Kong  
Email: [kennethng@centurycity.com.hk](mailto:kennethng@centurycity.com.hk);  
[kelvinleung@centurycity.com.hk](mailto:kelvinleung@centurycity.com.hk);  
[elizalam@centurycity.com.hk](mailto:elizalam@centurycity.com.hk);  
[jamescheung@centurycity.com.hk](mailto:jamescheung@centurycity.com.hk)

**Purchaser:**

For the attention of: Robert Stafler and Ashley Marks  
Address: Excellion Capital, Nations House, 103 Wigmore Street London W1U 1QS  
Email: [robert.stafler@excellioncapital.com](mailto:robert.stafler@excellioncapital.com)

**Seller Guarantor:**

For the attention of: Board of Directors (re: Waterman House)  
Address: 11/F, 68 Yee Wo Street, Causeway Bay, Hong Kong  
Email: [kennethng@centurycity.com.hk](mailto:kennethng@centurycity.com.hk);  
[kelvinleung@centurycity.com.hk](mailto:kelvinleung@centurycity.com.hk);  
[elizalam@centurycity.com.hk](mailto:elizalam@centurycity.com.hk);  
[jamescheung@centurycity.com.hk](mailto:jamescheung@centurycity.com.hk)

- 29.4 Any Notice which has been served or delivered in accordance with clause 29.1 shall be deemed to have been served or delivered:
- (a) if served or delivered personally or by hand, at the time of service or delivery;
  - (b) if posted, at 10:00am on the fifth Business Day after the date of posting unless there is evidence of earlier receipt; or
  - (c) if sent by email, at the time the email is sent,
- provided that if, under clauses 29.4(a) or 29.4(c), any Notice would be deemed to have been served or delivered after 5:00pm on a Business Day and before 9:00am on the next Business Day, such Notice shall be deemed to have been served or delivered at 9:00am on the second of such Business Days.
- 29.5 In proving service or delivery of a Notice, it shall be sufficient to prove that the Recipient has acknowledged the Notice or:
- (a) that service or delivery personally or by hand was made;
  - (b) in the case of posting, that the envelope containing the Notice was properly addressed and posted by special (or other recorded) delivery post; or
  - (c) in the case of an email, that the email was properly addressed and sent to the email address of the Recipient for the purposes of clause 29.1(b) (a confirmation setting out each Recipient to whom the email was sent being proof of service).
- 29.6 Subject to clause 30.3, a party may notify the other parties of a change to its name, postal or email address or relevant contact for the purposes of clause 29.1(b). Such notice shall be effective on the fifth Business Day after the date on which such notice is deemed to have been served or delivered in accordance with this clause 29, or such later date as may be specified in the notice.
- 29.7 All times referred to in this clause 29 refers to the local time of the relevant Recipient.

### **30 Agent for service**

- 30.1 In this clause 30 **Agent** means PB Leasing CA (UK) Limited, a company incorporated under the laws of England and Wales with registered office: 1 Putney High Street, London, SW15 1SZ, United Kingdom (or any substitute agent appointed pursuant to clause 30.3).
- 30.2 The Seller and the Seller Guarantor each:
- (a) (subject to clause 30.3) irrevocably appoints the Agent as its agent to accept service on its behalf of process in any legal action or proceedings before the courts of England and Wales relating to any Acquisition Dispute;
  - (b) irrevocably agrees that any Notice to be given to it pursuant to clause 30.2(a) is deemed to have been properly given if it is given to the Agent in accordance with the provisions of clause 29 (whether or not such Notice is forwarded to or received by the Seller or the Seller Guarantor (as applicable)); and
  - (c) irrevocably agrees that failure by the Agent to notify it of the process will not invalidate the legal action or proceedings concerned.
- 30.3 If, for any reason, the Agent ceases to be able to act as agent or no longer has a postal address in the United Kingdom, the Seller and the Seller Guarantor shall immediately:

- (a) (subject to this clause 30.3) irrevocably appoint a substitute agent with a postal address in the United Kingdom; and
- (b) notify the Purchaser of the name, relevant contact (where appropriate) and postal and email addresses of the substitute agent.

Such appointment and notice shall be effective on the fifth Business Day after the date on which the notice given pursuant to clause 30.3(b) is deemed to have been served or delivered in accordance with clause 29.

## **31 Governing law and jurisdiction**

- 31.1 This Agreement and any Acquisition Dispute are governed by and shall be construed in accordance with English Law.
- 31.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Acquisition Dispute.
- 31.3 Each party irrevocably agrees that the courts of England and Wales are the most appropriate and convenient courts to settle Acquisition Disputes and, accordingly, no party will argue to the contrary. Further, each party irrevocably agrees that a judgment in any legal action or proceedings brought in the courts of England and Wales in relation to an Acquisition Dispute shall be conclusive and binding on the parties and may be enforced in the courts of any other jurisdiction.
- 31.4 The Purchaser irrevocably agrees that any process in any legal action or proceedings relating to any Acquisition Dispute may be served on it in accordance with the provisions of clause 29.
- 31.5 Each of the Seller and the Seller Guarantor irrevocably agrees that any process in any legal action or proceedings relating to any Acquisition Dispute may be served on it in accordance with the provisions of clause 29 and clause 30.
- 31.6 Nothing in this Agreement shall affect the right of any party to serve any process in any legal action or proceedings relating to any Acquisition Dispute in any other manner permitted by law.

## Schedule 1 Warranted Information

### Part 1 The Company

Company name:	Waterman House Investments Limited		
Registered number:	12186770		
Date of incorporation:	3 September 2019		
Place of incorporation:	England and Wales		
Registered office:	3rd Floor, Chancery House, St Nicholas Way, Sutton, United Kingdom, SM1 1JB		
Issued share capital:	Class:	Number of shares (subject to clause 6.4):	Amount paid up (subject to clause 6.4):
	Ordinary £1.00	300	300
Limit in articles on number of shares that may be allotted:	None		
Full names of directors:	<ol style="list-style-type: none"><li>1. Kelvin Lam</li><li>2. So Po Leung</li><li>3. Chun To Lo</li></ol>		
Secretary	None.		
Accounting reference date:	31 December		
Auditors:	None.		
Charges:	None.		
VAT number:	339213507		



## Part 2 Freehold Property

Description of property	Title No or root of title
Waterman House, 41 Kingsway, London WC2B 6TP	NGL203843

## Schedule 2 General Warranties

### 1. Seller related matters

#### 1.1 The Seller

- (a) The Seller is validly existing and is a private limited company duly incorporated and registered under the law of its jurisdiction of incorporation. No Insolvency Event has occurred in relation to the Seller and there are no circumstances which are likely to give rise to such an Insolvency Event.
- (b) Subject to satisfaction of the Condition at clause 7.2(a), the Seller has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Agreement and each other Acquisition Document to which it is or will be party.
- (c) This Agreement and each other Acquisition Document to which the Seller is or will be party constitutes, or will when executed constitute, legal, valid and binding obligations on the Seller and will be enforceable in accordance with their respective terms.
- (d) The entry into and performance of its obligations under this Agreement and each other Acquisition Document by the Seller will not:
  - (i) conflict with or breach any provision of its constitutional documents;
  - (ii) breach any agreement or instrument to which it is party or by which it is bound;
  - (iii) conflict with or breach any applicable law or any requirement of any Authority to which it is subject or submits; or
  - (iv) require the consent, approval or authorisation of any Authority.

#### 1.2 The Seller Guarantor

- (a) The Seller Guarantor is validly existing and is a company duly incorporated and registered under the law of its jurisdiction of incorporation. No Insolvency Event has occurred in relation to the Seller Guarantor and there are no circumstances which are likely to give rise to such an Insolvency Event.
- (b) Subject to satisfaction of the Condition at Clause 7.2(a), the Seller Guarantor has the legal right, full power and authority and all necessary consents and authorisations to enter into and perform its obligations under this Agreement and each other Acquisition Document to which it is or will be party.
- (c) This Agreement and each other Acquisition Document to which the Seller Guarantor is or will be party constitutes, or will when executed constitute, legal, valid and binding obligations on the Seller Guarantor and will be enforceable in accordance with their respective terms.
- (d) The entry into and performance of its obligations under this Agreement and each other Acquisition Document by the Seller Guarantor will not:
  - (i) conflict with or breach any provision of its constitutional documents;
  - (ii) breach any agreement or instrument to which it is party or by which it is bound;

- (iii) conflict with or breach any applicable law or any requirement of any Authority to which it is subject or submits; or
- (iv) require the consent, approval or authorisation of any Authority.

### 1.3 **No competing businesses**

No member of the Seller Group has any direct or indirect interest in any business or property which neighbours or is in any way connected to or engaged in any arrangement with the Company or the Property.

### 1.4 **No claims**

So far as the Seller is aware, no member of the Seller Group has made a claim of any nature against the Company and there are no circumstances which entitle or are likely to entitle any of them to make such a claim.

### 1.5 **Seller related arrangements**

- (a) The Company is not, and has not been, a party to any agreement or arrangement (whether legally binding or not) in which any member of the Seller Group is or has been interested other than the Ministerium Transaction.
- (b) The Company does not owe any sums to and it is not owed any sums by any member of the Seller Group, other than the Shareholder Loan Amount.

For the purposes of this paragraph 1.5:

**Ministerium Transaction** means the transaction in May 2020 that the Company entered into an agreement with Ministerium (which at the time of such transaction was a member of the Seller Group) in relation to the purchase of the Property from Ministerium by the Company. The Company then entered into agreements in connection with the acquisition of the Property as set out in Folder 07 of the Data Room, including but not limited to deeds of assignment for the transfer of all contracts entered into by Ministerium to the Company and documentation for the transfer of the whole of the registered title in connection with the Property.

### 1.6 **Group structure chart**

The structure chart set out *in the document titled "1.1a(i)\_Structural Chart of PropCo (certified)"* contained in the subfolder Corporate > 01 Corporate Matters of the Data Room is a true and accurate depiction of those entities identified in the chart.

## 2 **Share capital**

- 2.1 The Seller is the sole legal and beneficial owner of the Shares. The Shares constitute the entire issued share capital of the Company have been properly and validly allotted and are fully paid up. There is no Encumbrance affecting any of the Shares, nor any agreement to create any, and no person has claimed to be entitled to any of such things.
- 2.2 No person has any right, nor has had any right, (whether contingent or otherwise) to require the Company:
  - (a) to allot, or grant rights to subscribe for, shares in the Company; or
  - (b) to convert any existing securities into, or to issue securities that have rights to convert into, shares in the Company,

and no person has claimed to be entitled to any of such things.

- 2.3 None of the Shares has been, or represents assets which were, the subject of any transaction or arrangement which is capable of being set aside, stayed, reversed or rescinded, avoided or otherwise affected in whole or in part under any applicable laws.
- 2.4 No Share was subscribed for or purchased by the Seller with funds derived from the proceeds of crime.
- 2.5 There are no existing, pending or threatened disputes, claims or proceedings affecting any of the Shares or the Seller's ownership or entitlement to dispose of any of them. There are no circumstances which are likely to give rise to any such disputes.

### **3 Corporate information**

- 3.1 The Company is validly existing and is a private limited company duly incorporated and registered under the law of England and Wales. No action has been or is being taken to strike the Company off the register.
- 3.2 The information set out in Part 1 of Schedule 1 relating to the Company is complete, accurate and not misleading.
- 3.3 The Company has not repaid, redeemed or purchased any of its own shares, reduced its share capital or capitalised any reserves or profits, nor has it agreed to do any of such things (other than as contemplated under clause 6 of this Agreement).
- 3.4 The Disclosed Information contains a copy of the articles of association of the Company and all documents required by applicable laws to accompany any copy of them issued by the Company. These set out all rights attaching to each class of shares of the Company.
- 3.5 There are no subsisting shareholder agreements in relation to the Company to which it is or has ever been a party.

### **4 Interests in other companies**

- 4.1 The Company has not since its incorporation:
  - (a) had any subsidiary or subsidiary undertaking; or
  - (b) been the subsidiary or subsidiary undertaking of any other company or undertaking other than the Seller.
- 4.2 The Company:
  - (a) is not the legal or beneficial owner of, and has not agreed to acquire, any shares, securities or other interests in, any other company or undertaking;
  - (b) is not, and has not agreed to become, a member of any partnership or other unincorporated associated, joint venture or consortium (other than recognised trade associations);
  - (c) does not control or take part in the management of any other company or undertaking, and has not agreed to do so; and
  - (d) is not a party to any profit-sharing arrangement.

## 5 **Nature of business**

Since its incorporation, the Company has not carried on any trade or business other than to hold legal and beneficial interest in the Property and the activities directly ancillary thereto.

## 6 **Branches, etc**

The Company does not have any branch, agency or permanent establishment outside the United Kingdom.

## 7 **Corporate administration and compliance**

- 7.1 The register of members, the register of persons with significant control and other registers contained in the statutory books of the Company are in its possession or under its control and have been properly kept, are up to date and contain a complete and accurate record of the matters which should be dealt with in them. Neither the Seller nor the Company nor any member of the Seller Group has received any notice or allegation that any of them is incorrect or should be rectified and, so far as the Seller is aware, there are no circumstances which are likely to give rise to such a notice or allegation.
- 7.2 The Company has kept proper records of all resolutions and decisions of its members, minutes of meetings of its members and minutes of meetings and resolutions of its directors.
- 7.3 No shareholder written resolution has been circulated by the Company (but not yet passed) for which the period for agreeing to the written resolution has not yet expired. The Company has not passed any shareholder resolutions.
- 7.4 Every document which the Company is or was required by law to deliver to the Registrar of Companies has been duly delivered and was complete and accurate. Nothing has occurred which will require any other documents to be delivered by the Company to the Registrar of Companies.
- 7.5 The Company has registered to use the Companies House WebFiling service, but has not been accepted into the Companies House Protected Online Filing Scheme (**PROOF**).

## 8 **Insolvency and unlawful transactions**

- 8.1 No Insolvency Event has occurred in relation to the Company. There are no circumstances which are likely to result in such an Insolvency Event in relation to the Company.
- 8.2 The Company has not entered into any transaction or arrangement which is capable of being set aside, stayed, reversed or rescinded, avoided or otherwise affected in whole or in part under the *Insolvency Act 1986* or any equivalent or similar applicable laws.
- 8.3 The Company has not received any financial assistance given by another company in contravention of section 151 of the *Companies Act 1985* or sections 678 or 679 of the *Companies Act 2006*.
- 8.4 The Company has not received any unlawful distribution (as defined in section 829 of the *Companies Act 2006*).

## 9 **Information disclosed**

So far as the Seller is aware, all written replies given by or on behalf of the Seller or the Company to the Purchaser or any of its officers, employees, agents or advisers during the

negotiations leading to this Agreement is now complete, accurate and not misleading in all material respects.

## 10 Documents

All title documentation relating to the Property, all documents evidencing the material terms of the Contracts and any leases or sub-leases under which any part of the Property is held, occupied or used by the Company and all other documents belonging to, or which in accordance with applicable laws, must be in the possession of, the Company are in its possession or under its direct control.

## 11 Accounts

### 11.1 Definitions

In this paragraph 11:

**Accounting Standards** means Financial Reporting Standard 102 applicable in the UK and Republic of Ireland as issued by the Financial Reporting Council of the UK (**FRC**) and in force for the accounting period ended on the Accounts Date, and applicable abstracts issued by the FRC, the applicable accounting requirements of the Companies Act 2006, applicable pronouncements by the Conduct Committee of the FRC and all other applicable law and regulations in the UK;

**Management Accounts** means the unaudited financial statements of the Company as at 31 March 2025 and for the period from the Accounts Date to 31 March 2025; and

**Previous Accounts** means the unaudited financial statements of the Company as at and for the two consecutive financial years ended on 31 December 2023, each comprising its balance sheet and other statements and all attached notes and reports.

### 11.2 Disclosure of accounts

The Disclosed Information contains copies of the Accounts, the Previous Accounts and the Management Accounts.

### 11.3 General

The Accounts:

- (a) were prepared in accordance with applicable laws using the accounting policies, principles, estimation techniques, measurement bases, practices and procedures used in the preparation of the Previous Accounts on a consistent basis;
- (b) comply with Accounting Standards in force at the date to which they were prepared; and
- (c) do not materially misstate the assets and liabilities and state of affairs of the Company as at the Accounts Date and of the profit or loss of the Company for the financial year ended on the Accounts Date.

### 11.4 Assets and liabilities in Accounts

- (a) In the Accounts:
  - (i) the value attributed to each fixed asset did not exceed its market value as at the Accounts Date; and
  - (ii) no asset has been revalued upwards and no value has been attributed to any intangible asset which had no value attributed to it in the Previous Accounts.
- (b) The bases and rates of depreciation and amortization used in the Accounts and the Previous Accounts are applied in accordance with the relevant accounting standards and principles.
- (c) The Accounts make provision for or, as appropriate, expressly disclose or make note of all bad and doubtful debts (if any) and all accruals, liabilities and provisions (whether actual, contingent, quantified, unquantified or disputed) of the Company as at the Accounts Date.

#### 11.5 Previous Accounts

Having regard to the purposes for which they were prepared, the Previous Accounts:

- (a) subject to the assumptions set out therein, have been prepared in good faith and with reasonable care and attention based on information properly extracted from the Company's records and management accounts and present with reasonable accuracy; and
- (b) do not materially misstate the assets and liabilities and state of affairs of the Company as at the dates to which they were prepared for the financial years ended on such dates.

#### 11.6 Management Accounts

The Management Accounts:

- (a) were carefully prepared in accordance with good business practice and the Company's normal practice from its accounting records using the accounting policies, estimation techniques, measurement bases, practices and procedures used in the preparation of the Accounts on a consistent basis; and
- (b) disclose with reasonable accuracy the financial position of the Company as at the date to which they were prepared and its income, expenses and profitability for the period for which they were prepared.

#### 11.7 Financial track record

The results shown by the Previous Accounts, the Accounts and the Management Accounts have not been affected by:

- (a) any extraordinary, exceptional, unusual or non-recurring item;
- (b) transactions of an abnormal or an unusual nature or which have been entered into otherwise than on normal arm's length commercial terms; or
- (c) any other circumstances,

making the profits or losses for all or any of the periods covered by such accounts unusually high or low.

## 11.8 Accounting records

All accounting records of the Company, however held (including all invoices and other records required for VAT purposes):

- (a) have been properly kept and maintained, are up to date and do not contain or reflect any material inaccuracies or discrepancies;
- (b) do not materially misstate its assets, liabilities, trading transactions and financial, contractual and trading position and all matters required by applicable laws; and
- (c) are in its possession or under its direct control.

## 11.9 Period since the Accounts Date

Since the Accounts Date:

- (a) the Company has not declared, paid or made a dividend or other distribution of profits or assets (including any distribution within the meaning of the *Corporation Tax Act 2010*), or agreed to do so;
- (b) no resolution of the members of the Company has been passed;
- (c) the Company has not acquired or disposed of any business or any asset, nor has it agreed to do so;
- (d) the Company has not incurred any capital expenditure, nor has it agreed to do so;
- (e) the Company has not changed its policies or procedures in relation to the collection of trade receivables or the payment of trade payables nor has it agreed to do so;
- (f) no debts owed to the Company have been released, deferred, discounted, subordinated, written off or had a credit issued against them (in whole or in part) or have proved to any extent irrecoverable;
- (g) the Company has not assumed or incurred any liability, obligation or expense (whether actual or contingent), nor has it agreed to do so;
- (h) the Company has paid its creditors in accordance with their respective credit terms;
- (i) there has been no acceleration of the invoicing and/or collection of the Company's debts; and
- (j) the Company has not borrowed from a third party, raised any money or taken any financial facilities or agreed to do so.

- 11.10 So far as the Seller is aware, notwithstanding any other of the Warranties, the Property was recognised in the Accounts, the Previous Accounts, and the Management Accounts at its historical cost together with capital additions permitted by the relevant accounting principles or standards and subject to applicable depreciation in the Accounts, the Previous Accounts and the Management Accounts.



## 12 Funding

- 12.1 The Company does not have, and has not in the previous three years had, any outstanding indebtedness for or in respect of:
- (a) moneys borrowed or raised (other than the Shareholder Loan Amount);
  - (b) any amount raised by acceptance under any acceptance or documentary credit facility or dematerialised equivalent;
  - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
  - (d) any amount raised in financing of a type which would not need to be shown or fully reflected in its statutory accounts;
  - (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the relevant accounting principles, be treated as a finance or capital lease;
  - (f) receivables sold or discounted;
  - (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
  - (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
  - (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and/or
  - (j) guarantee, indemnity or undertaking (whether or not legally binding) in respect of the obligation of any person or any similar obligation.
- 12.2 The Company has not given, and is not liable under, any guarantee, performance or other bond, indemnity, surety, letter of comfort or support, or any other similar commitment (whether or not legally binding) in relation to the obligations of any other person.
- 12.3 The Company has not issued any loan capital (including debentures, loan notes and loan stock). The Company has not agreed to issue any such loan capital in the future.
- 12.4 The Shareholder Loan Amount is not, and has never been, interest bearing.

## 13 Bank and other accounts

- 13.1 Details of all of the Company's bank, deposit or other accounts (whether in credit or overdrawn) are set out in the Disclosed Information (including the name, address and sort code of the entity with which the account is kept, the nature of the account, its name and account number and copies of the mandate under which it is operated).
- 13.2 The Company does not have any overdrawn accounts.

## 14 **Capital commitments**

Except as specifically provided for or noted in the Accounts, the Company had no outstanding capital commitments as at the Accounts Date. Since the Accounts Date, the Company has not entered into any capital commitments, nor has it agreed to do so.

## 15 **Grants etc**

The Company has not applied for or received nor is it proposing to apply for any grant, subsidy, allowance, loan, payment, guarantee or other financial assistance or aid of any kind from any Authority or any entity whose funding comes substantially from any Authority.

## 16 **Assets and liabilities**

The Company does not own, lease or hire, and has never owned, leased or hired, any material fixed or tangible assets (being of a value in excess of £10,000) except for the Property and cash other than as disclosed in the Accounts.

## 17 **Debtors**

The Company is not owed, and does not owe, any sums other than as disclosed in the Accounts.

## 18 **Property**

### 18.1 **General**

- (a) The Property comprises all the land and buildings owned, occupied or otherwise used by the Company whether in the United Kingdom or elsewhere.
- (b) The Company does not have any estate, interest, title or right (including any right of ownership, right of use, option, right of pre-emption or of first refusal or other contractual right) or contractual obligation in respect of any land or buildings other than the Property.

### 18.2 **Property information**

- (a) The particulars of the Property set out in Part 2 of Schedule 1 are complete, accurate and not misleading.
- (b) All replies given by or on behalf of the Seller to enquiries before contract raised by or on behalf of the Purchaser relating to the Property are complete and accurate in all material respects and not misleading and contain all information known or available to the Seller.

### 18.3 **Title**

- (a) The Company is the sole legal and beneficial owner of the Property and has a good and marketable title to the Property.
- (b) There are no circumstances which are likely to render any transaction affecting the title of the Company to the Property liable to be set aside under the Insolvency Act 1986 or any equivalent or similar applicable laws.

- (c) No Property has been transferred or conveyed to the Company in the last three years pursuant to an intra-group transfer on which relief from stamp duty land tax has been claimed pursuant to Schedule 7 to the *Finance Act 2003*.

#### 18.4 **Encumbrances**

- (a) The Property is free from any Encumbrance or rent charge securing the repayment of monies or any other obligation or liability (whether of the Company or of any other person) and from any agreement to create the same. No person has claimed to be entitled to any such Encumbrance or rent charge.
- (b) The Property is not subject to any liability for the payment of any outgoings other than national non-domestic rates, water and sewerage services charges, gas and electricity charges, and any other utilities charges connected to the Property, and insurance premiums.
- (c) Except as is apparent from the face of copies of the title documentation set out in the Disclosed Information, the Property is not subject to any covenants, restrictions, stipulations, easements, profits à prendre, wayleaves, licences, grants, exceptions or reservations, or any unregistered interests which override or would prior to 13 October 2013 have overridden either first registration (where appropriate) or registrable disposition under Schedules 1 and 3 respectively to the Land Registration Act 2002, or other such rights the benefit of which is vested in third parties or any agreement to create the same.
- (d) No notice of any alleged breach has been received by the Company or the Seller in respect of any covenant, restriction, stipulation, easement and other Encumbrance affecting the Property.
- (e) The Property is not subject to any agreement for sale, option to acquire, right of pre-emption or right of first refusal.
- (f) The Company is in possession of the Property and is the sole occupant and user. There is no person who has or claims any lawful rights or valid easements of any kind in respect of the Property adverse to the estate, interest, right or title of the Company to the Property.

#### 18.5 **Rights attaching to the Property**

To the best of the Seller's knowledge, the Property has, and upon Completion will have, the benefit of all rights necessary for the continued use, enjoyment and maintenance of the Property by the Company, including all necessary access rights and utilities.

#### 18.6 **Disputes relating to the Property**

There are no outstanding demands or disputes, claims or proceedings relating to the Property or its ownership, occupation or use (including any relating to the exercise of any easement or right benefiting or burdening the Property, to boundary walls or fences or to the means of access to the Property) and none are pending or threatened. As far as the Seller is aware, there are no circumstances which are likely to give rise to any such demands, disputes, claims or proceedings.

#### 18.7 **Documents relating to condition of the Property**

There are no collateral warranties, guarantees, indemnities or latent defect or similar insurance policies in relation to the Property the benefit of which is vested in the Company.

## 18.8 Continuing property liabilities

The Company does not have any continuing liability in respect of any property (other than the Property) either as:

- (a) an original contracting party or by virtue of any direct covenant having been given on a sale or assignment to the Company; or
- (b) as a guarantor of the obligations of any other person; or
- (c) a party to an authorised guarantee agreement under section 16 of the *Landlord and Tenant (Covenants) Act 1996*.

## 18.9 Planning matters, building regulations, etc

18.10 So far as the Seller is aware:

- (a) The Seller has not received any notices from the local planning authority which alleges that the current use of the Property is unlawful.
- (b) Based on the certificate of lawfulness issued by the local planning authority on 26 July 2021 with reference 21/03763/CLEUD planning permission 20/00330/FULL has been lawfully implemented.
- (c) The Seller has not received written notice of any dispute in relation to planning permission 20/00330/FULL nor has it any knowledge of receiving any planning contravention notices, breach of condition notices, enforcement notices or stop notices.
- (d) The Seller has provided those planning documents in its possession and which have been received by the Company from the local planning authority.
- (e) There are no planning contravention notices, breach of condition notices, enforcement notices or stop notices have been issued by the local planning authority in respect of the Property.
- (f) Community Infrastructure Levy payments in relation to the Property have been satisfied as and when demanded.

## 19 Environmental matters

### 19.1 Definitions

In this paragraph 19:

**Environment** means all and any living organisms or ecosystems, the media of air (including air within buildings, other man-made structures and natural structures above or below ground), water and land (including buildings and other man-made structures above or below ground);

**Environmental Laws** means all applicable laws, notices, regulatory codes of practice, circulars, guidance notes and equivalent controls in force at the date of this Agreement which:

- (a) have as a purpose or effect the protection of, or prevention of harm to, human health or the Environment;
- (b) relate to health and safety or compensation for harm; or

- (c) relate to the generation, transportation, storage, treatment, use or disposal of any Hazardous Substance;

**Environmental Licences** means all licences, certificates, consents, exemptions, permits, registrations, authorisations, permissions and approvals, required under any Environmental Law; and

**Hazardous Substance** means any natural or artificial substance (whether solid, liquid or a gas), noise, ion, vapour, electromagnetic charge or radiation, whether alone or in combination, which:

- (a) is capable of causing harm to or having a deleterious effect on the Environment;
- (b) is capable of being a nuisance;
- (c) is a controlled, special, hazardous, polluting, toxic or dangerous substance or waste; or
- (d) restricts or makes more costly the use, development, ownership or occupation of the Property.

## 19.2 Environmental Licences

The Company does not hold any Environmental Licences in relation to carrying on its business in the places and in the manner in which its business is now carried on.

## 19.3 Compliance with Environmental Laws

- (a) The Company and its officers, agents and employees have complied with, and have not caused any liabilities to arise under, Environmental Laws, and so far as the Seller is aware, there are no circumstances in relation to the business of the Company or the condition of the Property which are likely to give rise to:
  - (i) the need for capital expenditure within the next five years; or
  - (ii) fines, penalties, losses, damages, costs, expenses or liabilities,as a result of or under Environmental Laws.
- (b) The Company is in full compliance with the Equality Act 2010 in relation to the Property.

## 19.4 Environmental disputes, judgments, orders and investigations

- (a) There are no, and have not been, any actual, pending or threatened disputes, claims, legal actions, proceedings, suits, litigation, prosecution, arbitration or any other form of alternative dispute resolution against or involving the Company arising from or relating to Environmental Laws, and so far as the Seller is aware there are no circumstances which are likely to give rise to any such disputes.
- (b) The Company has not:
  - (i) received any fixed or variable monetary penalty;
  - (ii) received any enforcement, prohibition, improvement, remediation, compliance, restoration or stop notice or other notice of equivalent nature from any Authority; or

- (iii) entered into any enforcement undertaking,  
relating to Environmental Laws.
- (c) The Company is not subject to or affected by any judgment, order, ruling or decision of any Authority which relates to Environmental Laws.
- (d) There have been no complaints, investigations, inquiries, requests for information or other formal or informal indications of any possible disputes, claims, legal actions, proceedings, suits, litigation, prosecution, arbitration or any other form of alternative dispute resolution or the need for any investigation, remediation or other works in respect of the Property or the Environment from any person (including any Authority) that involve the Company.

## 19.5 CRC Energy Efficiency Scheme

The Company has not undertaken an assessment as to whether the Company is required to register or has any other obligations in respect of the CRC Energy Efficiency Scheme under The CRC Energy Efficiency Scheme Order 2010. All information relevant to that assessment is set out in the Disclosed Information. The Company is not required to so register, nor does it have any other such obligations.

## 19.6 Other liabilities

- (a) So far as the Seller is aware, the condition of any properties (if any) formerly in the ownership, occupation or use of the Company is not such that costs for any investigation, remediation or other works which could be required under Environmental Laws could be recovered from the Company.
- (b) The Company has not given any covenant, warranty, undertaking, representation, indemnity or similar provision entailing liability (actual or potential) because of any adverse condition relating to the Environment or any breach of Environmental Laws.
- (c) There are no environmental taxes or fees for which the Company is liable.

## 20 Insurance

- 20.1 Full and accurate details of all insurance policies in respect of which the Company has an interest (including details of any active or historical policies which provide cover on an occurrence basis) (**Policies** and **Policy** means any one of them) are set out in the Disclosed Information.
- 20.2 Each of the Policies are in full force and effect and, so far as the Seller is aware:
  - (a) there are no circumstances which are likely to make any of the Policies void or voidable;
  - (b) no insurer has disputed or given any indication that it intends to dispute the validity of any of the Policies on any grounds; and
  - (c) all premiums in relation to the Policies have been duly paid.
- 20.3 Full and accurate details of the last 3 years of claims made by or on behalf of the Company under its insurance policies are set out in the Disclosed Information.

- 20.4 The Company has no outstanding insurance claims.
- 20.5 No member of the Seller Group other than the Company maintains any insurance policies in favour of the Company or the Property.
- 20.6 So far as the Seller is aware, there are no circumstances which have given and as far as the Seller is aware or are likely to give rise to any claim or require notification under any of the Policies which have not been notified to the relevant insurers.
- 20.7 No insurer has ever cancelled or refused to accept or continue any insurance in relation to the Company.
- 20.8 The entry into and performance of this Agreement and all other Acquisition Documents will not have the effect of terminating, or entitling any insurer to terminate or alter the terms of, any cover under any Policy nor will it require the consent of any person under any Policy.

## 21 Intellectual Property

- 21.1 The Company:
- (a) does not own or use, or have any interest in; and
  - (b) has never owned or used, or had any interest in,
- any Intellectual Property.
- 21.2 The Company has not infringed any third party's rights in respect of its Intellectual Property and, so far as the Seller is aware, there are no circumstances which are likely to give rise to a claim.
- 21.3 No claim has been made by any third party which alleges that the Company infringes or misuses Intellectual Property of a third party or which otherwise disputes the right of the Company to use any Intellectual Property.

## 22 Computer Systems

The Company does not own, use, lease or have licenced by or to, or for the benefit of it, any computer systems (including computer hardware and peripherals, telecommunications and network equipment and infrastructure and any operating systems for them).

## 23 Data protection

- 23.1 Any personal data which has been processed in connection with administering the business of the Property or management of such Property has been processed in compliance in all material respects with all applicable laws, guidelines and industry standards relating to the processing of personal data and privacy (**Data Protection Laws**), including data protection principles set out in Data Protection Laws, and any requests raised by data subjects in accordance with the rights set out in Data Protection Laws have been responded to in accordance with Data Protection Laws.
- 23.2 Excluding in relation to processing the personal data of its board members, the Company is not a controller or processor of personal data processed in connection with the day-to-day administration of the business of the Property.
- 23.3 The Company or so far as the Seller is aware, any third party administering the business of the Property has not received any enforcement, monetary penalty notice or other notice from

any Authority, including the UK Information Commissioner's Office, or any notices from data subject or other third parties alleging non-compliance with the Data Protection Laws in respect of the Company or the Property and so far as the Seller is aware, there are no circumstances which are likely to give rise to any such allegations, enforcement or other notice.

- 23.4 So far as the Seller, there have been no personal data breaches in relation to any personal data processed in connection with administering the business of the Property.

## 24 **Confidential information**

- 24.1 In this paragraph 24 **Confidential Information** means all and any information which is not in the public domain and which relates to the Property, the business, trading or financial or other affairs of the Company whether such information is oral, in writing, electronic or other form, whether tangible or otherwise or marked in writing as "confidential", and all and any information which has been or may be derived or obtained from any such information.

- 24.2 The Confidential Information:

- (a) is in the exclusive possession or under the direct control of the Company and / or its professional advisors;
- (b) is and has been kept strictly confidential; and
- (c) is not subject to any third party restriction as to its use, exploitation or disclosure.

- 24.3 So far as the Seller is aware, there has not been:

- (a) any breach of any confidentiality obligations given by third parties in relation to the Confidential Information; or
- (b) any actual or alleged misuse by any person of the Confidential Information; and
- (c) any circumstances which are likely to give rise to any such breach or actual or alleged misuse.

- 24.4 The Company has not used, and does not use, any confidential information which it has received from any third party other than in accordance with the confidentiality protection that is applicable to that confidential information.

## 25 **Guarantees, etc**

The Company does not have any outstanding obligations or liabilities (whether actual or contingent) under any guarantee, security, indemnity, agreement or other commitment in respect of any obligations or liabilities of any third party.

## 26 **Contracts**

- 26.1 Other than the Contracts and the Policies, the Company is not party to or subject to or liable under (and nor has it agreed to be party to or subject to or liable under) any agreement,



arrangement or obligation under which the Company or any other person has any continuing right, obligation or liability.

26.2 Each Contract is on arm's length commercial terms in the ordinary and usual course of its business and no Contract:

- (a) relates to the acquisition of securities of any other entity or the acquisition of the business and/or assets of any other entity or person;
- (b) relates to the sale of securities held by the Company or the sale by the Company of its business or any part of it;
- (c) involves any agency, distributorship, franchise, consortium, collaboration, partnership, partnering, joint venture or profit sharing arrangement;
- (d) cannot be readily fulfilled or performed by it on time without undue or unusual expenditure or application of money, effort or personnel, or is, so far as the Seller is aware, reasonably likely to result in a loss to it on completion of performance;
- (e) is of a long-term nature, being:
  - (i) for a fixed term of six months or more;
  - (ii) for an indefinite term which cannot be terminated by it in accordance with its terms on 60 days' notice or less without compensation; or
  - (iii) so far as the Seller is aware, unlikely to have been fully performed, in accordance with its terms, within six months after the date on which it was entered into, made or undertaken;
- (f) involves or, so far as the Seller is aware, is likely to involve expenditure by it or other liability on its part of more than £10,000 in aggregate or payments to it of more than £10,000 in aggregate;
- (g) is for the supply by or to it of goods and/or services:
  - (i) at fixed prices for a period of more than three months from the date of order;
  - (ii) where prices relate to minimum purchasing requirements, targets or similar
  - (iii) exclusively to or from any person; or
- (h) is otherwise of an unusual or onerous nature or is likely to involve obligations or liabilities which by reason of their material nature or magnitude ought to be made known to the Purchaser.

26.3 Each Contract is in full force and effect and binding on the parties to it.

26.4 The Company is not and, so far as the Seller is aware, no other party is in breach of any Contract. So far as the Seller is aware, there are no circumstances which are likely to give rise to such a breach.

26.5 No notice of termination of or intention to terminate any Contract has been received by the Company and, so far as the Seller is aware, none is anticipated. No notice of termination of or intention to terminate any Contract has been given by the Company, and (but for this Agreement) it would have no intention to do so.

- 26.6 So far as the Seller is aware, there are no grounds for termination, rescission, avoidance, repudiation or material change in the terms of any Contract.

## 27 Tenders

No offer, tender or the like made by the Company is outstanding which is capable of being converted into an agreement, arrangement or obligation under which the Company or any other person has any continuing right, obligation or liability by an acceptance or other act of a third party.

## 28 Licences

- 28.1 The Company has all licences, certificates, consents, exemptions, permits, registrations, authorisations, permissions and approvals (**Licences**) required to own and use its assets and to carry on its business in the places and in the manner in which its business is currently carried on. Full and accurate details of all subsisting Licences and any outstanding or pending applications for any Licence are set out in the Disclosed Information (if any).
- 28.2 None of the Licences are subject to any onerous terms and conditions.
- 28.3 All the Licences held by the Company are in full force and effect. None of such Licences is due for renewal in the next six months. The Company is not and has not been in breach of any terms and conditions of any such Licence. So far as the Seller is aware, there are no circumstances which are likely to:
- (a) result in any such Licence being suspended, terminated, varied, revoked or not renewed (in whole or in part);
  - (b) require material expenditure to comply with the terms of any such Licence; or
  - (c) prejudice the renewal or extension of any such Licence.

## 29 Anti-corruption and anti-tax evasion

The Company and:

- (a) its current and former officers and employees; and
- (b) so far as the Seller is aware, its former officers and employees; and
- (c) so far as the Seller is aware, any person whose acts or defaults may be attributed to the Company,

have complied with all applicable anti-bribery and anti-corruption laws (including any which have extra-territorial effect) and codes of practice (**Anti-Corruption Laws**) and all applicable anti-tax evasion and anti-facilitation of tax evasion laws (**Anti-Tax Evasion Laws**). So far as the Seller is aware, each agent, representative or third party that is or was authorised to act on behalf of the Company or any other person who performs or has performed services for or on behalf of the Company (**Business Intermediary**) has conducted its business relating to the Company in compliance with all Anti-Corruption Laws and Anti-Tax Evasion Laws.

## 30 Powers of attorney

The Company has not given any power of attorney or similar authority (whether express, implied or ostensible) to any third party which remains in force, authorising such third party to

represent and bind it, either in general or for any special purposes, other than authorities given to its officers and employees to enter into routine trading contracts in the ordinary and usual course of its business in the normal course of their duties.

### 31 Trade associations

The Company is not a member of any trade association or similar body, and no such body is relevant to or has any material influence over its business as currently carried on.

### 32 Employees

In this paragraph 32, **employee** means any individual who works or performs services under a contract of employment with the Company or any other contract, whether express or implied, under which the individual undertakes to do or perform personally any work or services for the Company (unless, by virtue of such a contract, the Company's status is that of client or customer of a profession or business undertaking carried on by that individual), and the terms **contract of employment** and **terms of employment** shall be construed to include such a contract for personal services.

#### 32.1 Employees

- (a) The Company has no and has never had any employees, workers, self-employed contractors or consultants.
- (b) Since the date of incorporation of the Company, no person has been offered employment or consultancy by the Company.
- (c) No persons are employed wholly or mainly in relation to the provision of property management or other services in respect of the Property and there are no persons whose employment would transfer (pursuant to the Transfer Regulations or other Applicable Law) to the Purchaser, a member of the Purchaser Group or the Company (or any asset manager or property manager appointed by them) following Completion as a result of implementation of this Agreement, any Acquisition Document or any document in the Agreed Form.

### 33 Pensions

There is not and there has not been in operation, no proposal has been announced to enter into or establish, and the Company does not contribute, is not bound to contribute either now or in the future and has not contributed to, any agreement, arrangement, scheme, custom or practice (whether or not (a) enforceable, (b) a registered pension scheme under the *Finance Act 2004* and/or (c) funded for in advance) for the payment of any pensions, allowances, lump sums or other benefits on death, retirement or termination of employment (whether voluntary or not), or during any period of sickness or disablement, for or in respect of any of the Company's current or former officers or employees or any of their respective dependants.

### 34 Compliance with laws

34.1 The Company has conducted its business and dealt with its assets in accordance with all applicable laws.

34.2 Neither the Company nor:

- (a) any of its current or former officers; nor

- (b) so far as the Seller is aware, agents or employees; nor
- (c) so far as the Seller is aware, any person whose acts or defaults may be attributed to the Company (when acting within the actual or apparent scope of their authority or during the course of their duties in relation to the business of the Company),

has done or omitted to do anything which is or is likely to be in contravention of any applicable law or of any requirement of any Authority to which it is subject or submits.

## 35 Disputes and investigations

- 35.1 Neither the Company nor so far as the Seller is aware, any of its current or former shareholders, officers, agents or employees nor any person whose acts or defaults may be attributed to the Company (when acting within the actual or apparent scope of their authority or during the course of their duties in relation to the business of the Company) is involved, or has been involved, in any dispute, claim, legal action, proceeding, suit, litigation, prosecution, arbitration or any other form of alternative dispute resolution (**Dispute**).
- 35.2 No Dispute is pending or threatened by or against the Company and as far as the Seller is aware there are no circumstances which are likely to give rise to any Dispute.
- 35.3 There is not and has not been any investigation, inquiry or enforcement proceedings by any Authority concerning the Company, its business or any of its assets and none is pending or threatened.
- 35.4 There is no judgment, order, ruling or decision of any Authority against the Company which remains outstanding or by which the Company or any of its assets is bound, subject or affected.
- 35.5 The Company has not given any assurances or undertakings (whether legally binding or not) to any Authority.
- 35.6 So far as the Seller is aware, there are no circumstances which are likely to give rise to any of the matters in paragraphs 35.3, 35.4 or 35.5.

## 36 Effect of the Acquisition

The entry into and performance of this Agreement and all other Acquisition Documents will not:

- 36.1 conflict with, or result in a breach of, or give rise to an event of default under, or require the consent of or the giving of notice to any person under any Contract or Licence held by the Company, under applicable laws, or under any requirement of any Authority to which the Company is subject or submits;
- 36.2 result in the termination of, or enable any person to terminate or alter the terms of, any Contract or Licence held by the Company;
- 36.3 result in the Company losing the benefit of any Licence or any asset, right or privilege which it now enjoys;
- 36.4 relieve any person from any obligation to, or restriction benefiting, the Company or any of its assets, or enable any person to determine any such obligation or restriction or to alter its terms;
- 36.5 enable any person to exercise a right in respect of the Company; or

- 36.6 result in the creation, imposition, crystallisation or enforcement of any Encumbrance affecting any of the assets, undertaking or goodwill of the Company.

### 37 **Acquisition costs**

- 37.1 The Company has not paid, nor is it liable for, any finder's fee, brokerage or other commission or advisers' fees, costs or expenses in connection with the Acquisition or any other Acquisition Document.

### 38 **Ministerium warranties**

#### 38.1 **No Claims**

So far as the Seller is aware, no member of the Seller Group has made a claim of any nature against Ministerium and there are no circumstances which entitle or are likely to entitle any of them to make such a claim.

#### 38.2 **Insolvency and unlawful transactions**

In the period from 30 April 2019 to 10 December 2020:

- (a) No Insolvency Event occurred in relation to Ministerium.
- (b) Ministerium did not enter into any transaction or arrangement which is capable of being set aside, stayed, reversed or rescinded, avoided or otherwise affected in whole or in part under the *Insolvency Act 1986* or any equivalent or similar applicable laws.
- (c) Ministerium did not receive any financial assistance given by another company in contravention of section 151 of the *Companies Act 1985* or sections 678 or 679 of the *Companies Act 2006*.
- (d) Ministerium did not receive any unlawful distribution (as defined in section 829 of the *Companies Act 2006*).

#### 38.3 **Property**

In the period from 30 April 2019 to 10 December 2020:

- (a) No notice of any alleged breach was received by Ministerium in respect of any covenant, restriction, stipulation, easement and other Encumbrance affecting the Property.
- (b) There were no collateral warranties, guarantees, indemnities or latent defect or similar insurance policies in relation to the Property the benefit of which is vested in Ministerium.

#### 38.4 **Planning matters, building regulations, etc**

In the period from 30 April 2019 to 10 December 2020:

- (a) Ministerium did not receive any notices from the local planning authority which alleged that the use of the Property was unlawful.
- (b) Ministerium did not receive written notice of any dispute in relation to planning permission 20/00330/FULL nor has it any knowledge of receiving any planning

contravention notices, breach of condition notices, enforcement notices or stop notices.

38.5 The Seller provided those planning documents in Ministerium's possession and which have been received by Ministerium from the local planning authority.

38.6 Community Infrastructure Levy payments in relation to the Property have been satisfied as and when demanded.

**38.7 Environmental matters**

In the period from 30 April 2019 to 10 December 2020:

- (a) Ministerium and its officers, agents and employees complied with, and did not cause any liabilities to arise under, Environmental Laws. There were no circumstances in relation to the business of Ministerium or the condition of the Property which are likely to have given rise to:
  - (i) the need for capital expenditure; or
  - (ii) fines, penalties, losses, damages, costs, expenses or liabilities,as a result of or under Environmental Laws.
- (b) There were no disputes, claims, legal actions, proceedings, suits, litigation, prosecution, arbitration or any other form of alternative dispute resolution against or involving Ministerium arising from or relating to Environmental Laws.
- (c) Ministerium did not:
  - (i) receive any fixed or variable monetary penalty;
  - (ii) received any enforcement, prohibition, improvement, remediation, compliance, restoration or stop notice or other notice of equivalent nature from any Authority; or
  - (iii) entered into any enforcement undertaking,relating to Environmental Laws.
- (d) Ministerium was not subject to or affected by any judgment, order, ruling or decision of any Authority which relates to Environmental Laws.
- (e) There were been no complaints, investigations, inquiries, requests for information or other formal or informal indications of any possible disputes, claims, legal actions, proceedings, suits, litigation, prosecution, arbitration or any other form of alternative dispute resolution or the need for any investigation, remediation or other works in respect of the Property or the Environment from any person (including any Authority) that involved Ministerium.

**38.8 Compliance with laws**

In the period from 30 April 2019 to 10 December 2020:

- (a) Ministerium conducted its business and dealt with its assets in accordance with all applicable laws.

- (b) Neither Ministerium nor any of its officers, so far as the Seller, agents or employees nor any person whose acts or defaults may be attributed to Ministerium (when acting within the actual or apparent scope of their authority or during the course of their duties in relation to the business of Ministerium) did or omitted to do anything in contravention of any applicable law or of any requirement of any Authority to which it is subject or submits.

### 38.9 Disputes and investigations

In the period from 30 April 2019 to 10 December 2020:

- (a) Neither Ministerium nor so far as the Seller is aware, any of its current or former shareholders, officers, agents or employees nor any person whose acts or defaults may be attributed to Ministerium (when acting within the actual or apparent scope of their authority or during the course of their duties in relation to the business of Ministerium) were involved in any Dispute (as defined in paragraph 35 of this Schedule 2).
- (b) No Dispute was threatened by or against Ministerium.
- (c) There was not any investigation, inquiry or enforcement proceedings by any Authority concerning Ministerium, its business or any of its assets.
- (d) There was no judgment, order, ruling or decision of any Authority against Ministerium which remains outstanding or by which Ministerium or any of its assets is bound, subject or affected.
- (e) Ministerium was not given any assurances or undertakings (whether legally binding or not) to any Authority.

# Schedule 3 Tax

## Part 1 Tax Covenant

### 1 Definitions and interpretation

#### 1.1 In this Schedule:

**Accelerated Payment Notice** has the meaning given in section 219 FA 2014;

**Accounts Relief** means:

- (a) a Relief which has been treated as an asset in the Completion Statement; or
- (b) a Relief which has been taken into account in computing a provision for Tax (or deferred tax) which appears in the Completion Statement or has resulted in no provision for Tax (or deferred tax) being made in the Completion Statement,

in either case, in circumstances where the same has been taken into account in the calculation of the Net Assets;

**Actual Tax Liability** means a liability of the Company to make a payment or increased payment of, on account of or in respect of Tax (whether or not discharged prior to Completion);

**Assessment** means any claim, notice, demand, assessment, letter or other document issued or any action taken by or on behalf of any person (including a Tax Authority) from which it appears that the Company has or may have a Tax Liability;

**Corresponding Relief** has the meaning given in paragraph 8.1(b);

**Effective Tax Liability** means:

- (a) the unavailability (to any extent) of any Accounts Relief; or
- (b) the utilisation or set-off against any Tax or against income, profits or gains of any Accounts Relief or any Purchaser Relief in circumstances where, but for such utilisation or set-off, an Actual Tax Liability would have arisen in respect of which the Seller would have been liable to the Purchaser under this Schedule;

**Event** means any act, omission, event, circumstance, state of affairs, fact, supply, disposal, payment, distribution, capitalisation or release of any debt, appropriation or transaction whatsoever and includes, without limitation, the expiry of any period of time, the entry into of this Agreement and Completion;

**Follower Notice** has the meaning given in section 204 FA 2014;

**Group Relief** means any of the following:

- (a) any amount eligible for surrender by way of group relief under Part 5 or 5A CTA 2010;
- (b) any eligible unrelieved foreign tax which may be surrendered in accordance with *The Double Taxation Relief (Surrender of Relievable Tax Within a Group) Regulations 2001* (SI 2001/1163);



(c) any refund of Tax eligible to be surrendered or claimed under section 963 CTA 2010;  
or

(d) any foreign equivalent to any of the above;

**HMRC** means HM Revenue & Customs;

**Loan Relationship** has the meaning given by section 302 CTA 2009;

**Purchaser Relief** means a Relief to the extent that it arises:

(a) to the Company after Completion; or

(b) at any time to any member of the Purchaser Group other than the Company;

**Relevant Amount** means, in relation to an over-provision or a Corresponding Relief referred to in paragraph 8.1, an amount equal to such over-provision or the Tax saved by the utilisation of such Corresponding Relief by the Company (other than to the extent that the Seller would have been liable for such Tax under the Tax Covenant, had it been payable (and disregarding any financial limitation on liability));

**Relevant Step** and **Relevant Third Person** have the meanings given in section 554A in Part 7A ITEPA;

**Relief** means any loss, relief, allowance, credit, deduction, exemption or set-off in respect of Tax (or in respect of the computation of income, profits or gains for Tax purposes) or any right to repayment of Tax, and in the case of a right to repayment of Tax includes any interest or repayment supplement;

**Tax** means any form of tax and any duty, levy, withholding, contribution, impost or tariff in the nature of tax in any jurisdiction (including, for the avoidance of doubt, the health and social care and apprenticeship levies, any liability under section 455 CTA 2010 and any national insurance contribution liabilities or deductions under PAYE in the United Kingdom and any equivalent or similar obligations elsewhere) together with all related penalties, fines, surcharges, charges and interest;

**Tax Authority** means any Authority competent to impose, assess, collect or administer any Tax;

**Tax Liability** means any Actual Tax Liability or Effective Tax Liability, and also any other liability which gives or may give rise to a claim under paragraphs 2.4 or 2.5;

**Tax Statute** means any primary or secondary legislation, instrument, enactment, order, law, by-law or regulation making any provision for or in relation to Tax;

**unavailability** in relation to a Relief includes loss, reduction, cancellation, non-availability or non-availability ab initio; and

**VAT** means value added tax.

1.2 The value of an Effective Tax Liability is:

(a) where the Effective Tax Liability involves the unavailability of any Accounts Relief:

(i) if the Accounts Relief which is unavailable is a right to repayment of Tax, the amount of the repayment which is unavailable; and

- (ii) if the Accounts Relief which is unavailable is not a right to repayment of Tax, the amount of Tax which the Company could have saved by utilising or setting off the Accounts Relief had the Accounts Relief been available (assuming that the Company had sufficient income, profits or gains against which to set off or utilise the unavailable Accounts Relief) on the basis of the Tax rates current at Completion; or
  - (b) where the Effective Tax Liability involves the utilisation or set-off of an Accounts Relief or Purchaser Relief, the amount of Tax saved by such utilisation or set-off.
- 1.3 In this Schedule:
- CAA** means the *Capital Allowances Act 2001*;
- CTA 2009** means the *Corporation Tax Act 2009*;
- CTA 2010** means the *Corporation Tax Act 2010*;
- FA** followed by a year means the Finance Act of that year;
- IHTA** means the *Inheritance Tax Act 1984*;
- ITA** means the *Income Tax Act 2007*;
- ITEPA** means the *Income Tax (Earnings and Pensions) Act 2003*;
- TCGA** means the *Taxation of Chargeable Gains Act 1992*;
- TIOPA** means the *Taxation (International and Other Provisions) Act 2010*; and
- VATA** means the *Value Added Tax Act 1994*.
- 1.4 In this Schedule, references to a Tax Liability in respect of income, profits or gains earned, accrued or received include a Tax Liability in respect of income, profits or gains deemed (for the purposes of the relevant Tax) as having been earned, accrued or received.
- 1.5 In this Schedule, references to a Tax Liability arising by reference to any Event include:
- (a) a Tax Liability where the Event is deemed (for the purposes of the relevant Tax) to have occurred;
  - (b) in the case of a reference to any Event occurring on or before Completion:
    - (i) the combined effect of two or more Events all of which occurred (or are treated for the purposes of the relevant Tax as having occurred) on or before Completion; and
    - (ii) a Tax Liability in connection with a Follower Notice or an Accelerated Payment Notice where the Arrangements (within the meaning of section 201 FA 2014) in respect of which the Follower Notice or Accelerated Payment Notice is given were constituted by an Event or Events which took place on or before Completion.
- 1.6 Any reference to any indemnity, payment obligation or covenant to pay (**Payment Obligation**) being given on an **After-Tax Basis** or expressed to be **calculated on an After-Tax Basis** means that, to the extent that the amount payable pursuant to such Payment Obligation (**Payment**) is subject to a deduction or withholding required by law in respect of

Tax or is chargeable to any Tax in the hands of the recipient, such amount shall be increased so as to ensure that, after taking into account:

- (a) the amount of Tax required to be deducted or withheld from, and the Tax chargeable on, such amount (including on the increased amount); and
- (b) any Relief (other than a Corresponding Relief) which is available to the indemnified party or the recipient of the Payment solely as a result of receiving the Payment or the deduction or withholding in question,

the recipient of the Payment is in the same position as it would have been had no such deduction, withholding or Tax arisen or been payable.

1.7 In this Schedule, references to Tax include any payment which the Company is liable to make to a Tax Authority as a result of having received a payment under any Tax Statute from a Tax Authority in excess of the amount properly receivable.

1.8 In this Schedule, references to Tax include any amount that has been recovered by the Company as VAT input tax but which has to be repaid to HMRC (and any associated interest and penalties).

## 2 Tax Covenant

The Seller covenants to pay to the Purchaser, on an After-Tax Basis, an amount equal to:

2.1 any Actual Tax Liability arising by reference to:

- (a) any Event which occurred or any income, profits or gains which were earned, accrued or received on or before Completion; and/or
- (b) the Shareholder Loan Capitalisation (or any step taken on or before Completion in respect of the same);

2.2 the value of any Effective Tax Liability;

2.3 any Actual Tax Liability arising by reference to the non-payment of Tax (including any Tax arising under section 179 TCGA in relation to the Property) by the Seller or any other person (other than the Company) which is, or has been, treated for the purposes of any Tax as being a member of the same group of companies as or connected with the Company (prior to Completion) or the Seller;

2.4 any liability for inheritance tax which:

- (a) is a liability of the Company and arises as a result of a transfer of value occurring or being deemed to occur on or before Completion (whether or not in conjunction with the death of any person whenever occurring);
- (b) has at Completion given rise to a charge on any of the shares in or assets of the Company or given rise to a power to sell, mortgage or charge any of such shares or assets; or
- (c) after Completion gives rise to a charge on any of the shares in or assets of the Company or gives rise to a power to sell, mortgage or charge any such shares or assets, and which arises as a result of a transfer of value occurring or being deemed to occur on or before Completion (whether or not in conjunction with the death of any person whenever occurring),

provided that any right to pay inheritance tax by instalments shall be disregarded and the provisions of section 213 IHTA shall not apply to any payment falling to be made under this Schedule;

- 2.5 such amount as the Company is liable to pay or repay in respect of any arrangement for the surrender of any Relief (or the reallocation of any income, profit or gain, or Tax liability, for Tax purposes) entered into prior to Completion;
- 2.6 any Actual Tax Liability arising at any time as a result of or by reference to the Company being resident in any jurisdiction other than (or in addition to) the UK on or before Completion (including in any event any Actual Tax Liability that arises as a result of the Company ceasing to be resident in that jurisdiction on or after Completion or which could have been avoided or reduced but for any expenditure incurred by the Company prior to Completion not being deductible for UK corporation tax purposes as a result of the Company having been resident in that jurisdiction (instead of or in addition to the UK) at the relevant time) together with any associated interest and penalties (including for non-compliance with any Tax payment, filing, return, self-assessment or registration requirements in the relevant jurisdiction) as well as any reasonable third party costs and expenses incurred in connection with remedying the aforementioned non-compliance;
- 2.7 any Actual Tax Liability comprising any liability to account for Hong Kong VAT (or similar tax, such as sales tax or goods and services tax) in respect of any Event occurring on or before Completion, together with any interest and penalties arising in relation to the same or in relation to any failure of the Company to register, report, make any filing or comply with any legal requirement in respect of any such VAT; or
- 2.8 the reasonable costs and expenses incurred by the Purchaser and/or the Company in connection with a successful claim under this Schedule or in connection with the Tax Liability which is the subject of such successful claim.

### **3 Tax Claim limitations**

- 3.1 The Seller shall not be liable under any Tax Claim (excluding any Tax Claim under paragraph 2.8) in respect of any Tax Liability if, but only to the extent that:
  - (a) provision, reserve or allowance has been made in the Completion Statement in respect of the Tax Liability giving rise to such Tax Claim or the payment or discharge of the Tax Liability giving rise to such Tax Claim has been taken into account in the Completion Statement;
  - (b) the Tax Liability results from any change in law, generally accepted accounting principles, the official rates of Tax or the published practice of a Tax Authority (in every case) occurring after Completion (and not announced before that date);
  - (c) the Tax Liability giving rise to such Tax Claim results from any voluntary act, transaction or omission of the Purchaser or the Company after Completion and which the Purchaser or (after Completion) the Company is aware (or ought reasonably to be aware) would give rise to such Tax Liability, other than:
    - (i) in the case of the Company, in the ordinary course of its business as conducted at Completion;
    - (ii) pursuant to a legally binding obligation created or entered into by the Company on or before Completion;
    - (iii) in order to comply with any law or generally accepted accounting principles in force on or before Completion;

- (iv) the entry into of, performance or completion of or the satisfaction of any condition in this agreement; or
- (v) carried out at the request or direction of the Seller,

provided always that the making of any disclosure to a Tax Authority and the presentation of any document for stamping by or on behalf of the Company shall not constitute a voluntary act, transaction or omission for the purposes of this paragraph 3.1(c) and provided further that this paragraph 3.1(c) shall not apply to any claim under paragraph 2.6;

- (d) the Tax Liability would not have arisen but for a failure by the Purchaser or the Company after Completion (other than at the request or direction of the Seller) to make any election, give any notice or claim any Relief, the making, giving or claiming of which could validly be done after Completion and which was taken into account in determining the amount of any provision or reserve for Tax in the Completion Statement, provided that the material details of such election, notice or Relief are set out in a notice given to the Purchaser not less than 20 Business Days before the final date on which the election, notice or Relief may validly be made, given or claimed;
- (e) the Tax Liability would not have arisen but for the withdrawal or amendment by the Company or the Purchaser, in each case, after Completion of any valid Relief, claim, surrender, disclaimer, notice or consent properly claimed, made or given by the Company prior to Completion in respect of Tax (save where such withdrawal or amendment is reflected in the Completion Statement or is at the request or direction of the Seller);
- (f) the Tax Liability has been discharged or made good without cost or loss to the Company or any member of the Purchaser Group;
- (g) the Tax Liability constitutes interest, penalties or a fine which would not have arisen but for a failure of the Company to pay Tax to a Tax Authority within a reasonable time after the Seller has made a payment of an amount to the Purchaser in respect of that Tax under a Tax Claim; or
- (h) the Tax Liability arises by virtue of any change after Completion in the bases, methods or policies of accounting of the Company, except where such change is necessary to comply with the law or generally accepted accounting principles in force on or before Completion.

#### **4 Duration and extent**

The Seller shall not be liable in respect of any Tax Claim unless details of the Tax Claim have been notified in writing to the Seller within seven years of Completion.

#### **5 Conduct in relation to Assessments**

- 5.1 If the Purchaser or the Company becomes aware after Completion of any Assessment which gives or may give rise to an Uninsured Tax Claim, the Purchaser shall, or shall procure that the Company shall, as soon as reasonably practicable and, if possible, not later than 14 days prior to the expiry of any applicable time for appeal, notify the Seller of the Assessment, but such notification shall not be a condition precedent to the liability of the Seller in respect of any Tax Claim.
- 5.2 Subject to paragraphs 5.3, 5.4 and 5.5, the Purchaser shall, and shall procure that the Company shall, take such action and give such information and assistance in connection with the affairs of the Company as the Seller may reasonably and promptly by notice request to

avoid, resist, appeal or compromise the Assessment, subject to the Seller having first indemnified the Company and the Purchaser (to the Purchaser's reasonable satisfaction and on an After-Tax Basis) against all reasonable costs and expenses (including additional Tax) which may be incurred in taking action and giving information and assistance pursuant to this paragraph 5.2.

- 5.3 If the Seller does not request the Purchaser to take action pursuant to paragraph 5.2 or the Seller fails to indemnify the Company and the Purchaser as required by that paragraph within ten Business Days of the notice referred to in paragraph 5.1, the Seller shall cease to have any rights under this paragraph 5 in relation to that Assessment (and any other Assessment related to the same matters) and the Purchaser and/or the Company shall be free to pay or settle the Assessment on such terms as they may in their absolute discretion think fit.
- 5.4 The actions which the Seller may reasonably request under paragraph 5.2 shall not include:
- (a) allowing the Seller or any of its professional advisers to take on or take over the conduct of any action or proceedings of any nature arising in connection with the Assessment;
  - (b) agreeing to the settlement or compromise of any Assessment which is likely to adversely affect the future liability to Tax of the Purchaser or the Company or any other member of the Purchaser Group;
  - (c) contesting any Assessment before any court, tribunal or other appellate body unless, at the expense of the Seller, the Seller obtains the written opinion of Tax counsel of at least ten years' call (after the disclosure of all relevant information and having regard to all relevant circumstances) that on the balance of probabilities the action will succeed; and
  - (d) any action requested by an agent or representative of the Seller including any trustee in bankruptcy.
- 5.5 If, in relation to an Assessment, a Tax Authority alleges in writing that the Seller (at any time) and/or the Company (on or before Completion) has:
- (a) committed an act or omission constituting fraudulent or negligent conduct; or
  - (b) carelessly or deliberately brought about any loss of Tax,
- then the Seller shall cease to have any rights under this paragraph 5 in relation to that Assessment and any other Assessment related to the same matters.
- 5.6 If the Assessment in respect of which the Purchaser gives notice to the Seller is a Follower Notice or an Accelerated Payment Notice and the Seller does not pay to the Purchaser an amount equal to the amount due in connection with the Follower Notice or Accelerated Payment Notice within the period of time required to avoid the Company incurring interest and penalties, then the Seller shall cease to have any rights under this paragraph 5 in relation to that Assessment and in relation to any other Assessment relating to the Arrangements (within the meaning of section 201 FA 2014) in respect of which the Follower Notice or Accelerated Payment Notice was given.
- 5.7 The Seller shall have no right under this paragraph 5 to require the taking of any action in respect of any Assessment or part thereof that gives or may give rise to an Insured Tax Claim.

## 6 **Payment and due date**

- 6.1 Where the Seller becomes liable to make a payment in respect of a claim under the Tax Covenant, the due date for making that payment shall be the tenth Business Day after the Purchaser makes a demand for payment or, if later, whichever of the following dates is applicable:
- (a) in the case of an Actual Tax Liability, the fifth Business Day before the last date on which the Company would have to pay the Actual Tax Liability in order to avoid any related interest or penalty; or
  - (b) in a case falling within paragraph (a) of the definition of "Effective Tax Liability" where the Accounts Relief which is unavailable was a right to repayment of Tax, the date on which the Company otherwise would have received such repayment had it been available; or
  - (c) in a case falling within paragraph (b) of the definition of "Effective Tax Liability", the date on which the Company would have become liable to make a payment of Tax but for the utilisation or set-off of the Accounts Relief or Purchaser Relief.
- 6.2 Any sum not paid by the Seller on or before the due date for payment shall bear interest from (and including) the due date for payment to (but excluding) the actual date of payment at the rate of 4% per annum above the base lending rate for the time being of Barclays Bank plc (whether before or after judgment). Interest shall accrue and be payable from day to day, and shall be compounded annually.
- 6.3 All payments made by the Seller in respect of a Tax Claim shall be paid without any deduction or withholding unless a deduction or withholding is required by law.

## 7 **Third party claims**

- 7.1 If a payment is due from the Seller or has been made by the Seller in respect of an Uninsured Tax Claim, and the Company is entitled at the due date for making such payment to recover from any other person (excluding members of the Purchaser Group) any sum in respect of the Tax Liability giving rise to the Uninsured Tax Claim, or at some later date (but no later than six years from Completion) becomes entitled to make such a recovery, then, without prejudice to the Seller's obligation to make payment to the Purchaser in respect of such Uninsured Tax Claim, the Purchaser shall procure that the Company:
- (a) notifies the Seller of its entitlement as soon as reasonably practicable; and
  - (b) if required by the Seller, at the Seller's cost and subject to paragraph 7.2, takes reasonable steps to enforce that recovery and keep the Seller informed of the progress of any action taken.
- 7.2 The actions which the Purchaser shall be required to procure that the Company undertakes pursuant to paragraph 7.1(b) shall not include:
- (a) allowing the Seller or its professional advisers to take on or take over the conduct of proceedings of any nature arising in connection with the recovery; and
  - (b) contesting any matter relating to the recovery before any court, tribunal or other appellate body unless, at the expense of the Seller, the Seller obtains the written opinion of Tax counsel of at least ten years' call (after the disclosure of all relevant information and having regard to all relevant circumstances) that on the balance of probabilities the action will succeed.

- 7.3 If the Seller is due to make (but has not yet made) a payment in respect of an Uninsured Tax Claim and the Company recovers any sum referred to in paragraph 7.1, the liability of the Seller in respect of the Uninsured Tax Claim shall be treated as reduced by an amount equal to the sum recovered less any Tax on the sum and all costs and expenses of recovering it to the extent not already met by the Seller.
- 7.4 If the Seller has made a payment in respect of an Uninsured Tax Claim and the Company subsequently recovers any sum referred to in paragraph 7.1, the Purchaser shall repay promptly to the Seller an amount equal to the lesser of:
- (a) the sum recovered (including any interest or repayment supplement) less any Tax on the sum and all costs and expenses of recovering it to the extent not already met by the Seller; and
  - (b) the amount paid by the Seller in respect of the Uninsured Tax Claim.

## 8 Over-provisions and corresponding benefit

- 8.1 If, before the sixth anniversary of Completion:

- (a) any provision for Tax in the Completion Statement (excluding any provision for deferred tax) proves to be an over-provision (applying the accounting policies adopted for the purposes of the Completion Statement); or
- (b) a payment by the Seller in respect of any Uninsured Tax Claim gives rise to a Relief (other than an Accounts Relief, Purchaser Relief or Relief which has been or is to be taken into account under paragraph 1.6(b)) for the Company which would not otherwise have arisen (**Corresponding Relief**),

then an amount equal to the Relevant Amount shall be dealt with in accordance with paragraph 8.2. No account shall be taken of any Relevant Amount under paragraph 8.2 to the extent that the over-provision giving rise to the Relevant Amount arises as a result of the utilisation of any Accounts Relief or Purchaser Relief, any change of law after Completion or any voluntary act of any member of the Purchaser Group after Completion.

- 8.2 The Relevant Amount:

- (a) shall first be set off against any payment then due from the Seller in respect of any Uninsured Tax Claim;
- (b) to the extent that there is an excess of the Relevant Amount after any application of it under paragraph 8.2(a), a refund shall be made to the Seller of any previous payment or payments made by the Seller in respect of any Uninsured Tax Claim and not previously refunded under this paragraph (or otherwise) up to the amount of such excess; and
- (c) to the extent that the excess referred to in paragraph 8.2(b) is not exhausted under that paragraph, the remainder of that excess shall be carried forward and set-off against any future payment or payments which become due from the Seller in respect of any Uninsured Tax Claim.

- 8.3 The Seller may (at its own cost) require the auditors for the time being of the Company to certify the existence and quantum of any Relevant Amount and the date on which any Corresponding Relief is utilised and, in the absence of manifest error, their decision shall be final and binding on the parties.



## 9 Tax returns

- 9.1 The Purchaser shall be responsible for procuring the preparation and submission of all returns, claims, elections, surrenders, disclaimers, notices and consents for the purposes of corporation tax (the **Tax Documents**) in respect of all accounting periods of the Company ended on or before Completion (such accounting periods being the **Relevant Accounting Periods**), to the extent that the same have not been prepared before Completion and for the accounting period in which Completion takes place (the **Straddle Period** and the Tax Documents in respect of the Relevant Accounting Periods and the Straddle Period being the **Relevant Tax Documents**). Before submitting any Relevant Tax Document for a Relevant Accounting Period to HMRC, the Purchaser shall and shall procure that the Company shall afford to the Seller a reasonable opportunity to comment on such Relevant Tax Document insofar as it relates to the Tax affairs of the Company in the part of such period as falls before Completion and gives or may give rise to an Uninsured Tax Claim, and that the Seller's reasonable and timely comments thereon are taken into account.
- 9.2 The Purchaser shall take all reasonable steps to procure that the Company shall afford such access to its books, accounts and records as is necessary and reasonable to enable the Seller to review the Relevant Tax Documents delivered to it under paragraph 9.1.
- 9.3 The Seller will provide and will procure that each member of the Immediate Seller Group will provide the Purchaser and the Company with all assistance, co-operation and information as the Purchaser may reasonably require in connection with the Tax affairs of the Company for the Relevant Accounting Periods and in respect of the Straddle Period as well as any later period to the extent it relates to Events occurring on or before Completion (including in connection with the preparation of any Tax Documents and any negotiations and correspondence with any Tax Authority relating to the Company's Tax affairs and also including in connection with identifying and assessing the Tax treatment of any expenditure incurred by the Company prior to Completion).
- 9.4 For the avoidance of doubt and notwithstanding any provision in this Agreement to the contrary, where any matter relating to Tax gives rise to an Assessment that gives or may give rise to an Uninsured Tax Claim, the provisions of paragraph 5 shall take precedence over the provisions of this paragraph 9.

## 10 Miscellaneous

- 10.1 If any repayment is made to the Seller pursuant to paragraph 7.4 or 8.2 (including by way of set-off), an amount equal to such repayment shall be deemed never to have been paid by the Seller to the Purchaser for the purposes of calculating the liability of the Seller under paragraph 1 of Schedule 4.
- 10.2 The provisions of paragraphs 7 and 8 shall not apply to the extent that the relevant over-provision, Corresponding Relief or right to recover has been taken into account in quantifying the liability of the Seller under any claim for breach of any Warranty or has been taken into account, or may be taken into account, in quantifying the amount (or in determining whether there is an amount) due under, or in quantifying any amount required to be repaid or credited to any person under, the W&I Policy.
- 10.3 Notwithstanding any other provision of this Schedule 4, the Purchaser shall not be required to take or omit to take (or to procure the taking or omission of) any action which is inconsistent with the terms of or anything required under, or which may adversely affect the rights of the Purchaser under, the W&I Policy.
- 10.4 The provisions of paragraphs 2 and 5 to 9 (inclusive) shall not take effect until Completion.

## Part 2 Tax Warranties

### 1 Tax returns and compliance

- 1.1 The Company has at all times submitted to all relevant Tax Authorities by the requisite dates every computation, return and all information for the purpose of Tax however required and each such computation, return and information was and remains true, complete and accurate and leaves no material matter unresolved regarding the Tax affairs of the Company so far as the Seller is aware and is not likely to be the subject of any dispute with any Tax Authority.
- 1.2 The Company has discharged every Tax Liability, whether or not a primary liability of the Company, due from the Company directly or indirectly in connection with any Event occurring on or before Completion and there is no Tax Liability or potential Tax Liability in respect of which the date for payment has been postponed by agreement with the relevant Tax Authority or by virtue of any right under any Tax legislation or the practice of any Tax Authority.
- 1.3 The Company has properly made all deductions, withholdings and retentions required to be made in respect of any actual or deemed payment made (including payments of interest and of employment income) or benefit provided on or before Completion and has accounted for all such deductions, withholdings and retentions to each relevant Tax Authority and complied with all its obligations under Tax legislation in connection with the same. The Company has not made payments of interest to any non-UK person on a gross basis without first having obtained HM Revenue & Customs' confirmation that the same may be paid without deduction in respect of UK income tax.
- 1.4 The Company has not in the last six years incurred, nor so far as the Seller is aware is it likely to incur, any liability for any interest (save as to an immaterial amount), fine, penalty or surcharge in connection with Tax.
- 1.5 So far as the Seller is aware, no Relief claimed by the Company prior to Completion is likely to be disallowed, lost, reduced or modified or be the subject of any dispute with any Tax Authority.
- 1.6 The Company and/or its retained accountants has maintained and has in its/their possession and under its/their control all records and documentation that it is required by any Tax legislation to maintain and preserve and the Company and/or its retained accountants has complete and accurate records and/or information to calculate its future Tax Liability or relief from Tax including, without limitation, arising upon the disposal of any asset owned by the Company at the date of this Agreement or which has been disposed of since the Accounts Date.
- 1.7 The Disclosure Letter contains full details of every subsisting formal or informal arrangement or agreement entered into by the Company with any Tax Authority with regard to any of its Tax affairs.
- 1.8 The Company has not been subject to any audit, investigation, discovery or access order by, or dispute with, any Tax Authority and there are no circumstances existing which make it likely that a non-routine audit, investigation, discovery or access order will be made or any dispute commenced.
- 1.9 The Company has never applied for any statutory consent or clearance relating to Tax.
- 1.10 The Company is and has always been resident for Tax purposes only in the UK and does not have (and has not had) a permanent establishment in any other jurisdiction. The Company is not and has not been liable to register or account for Tax in any jurisdiction other than the UK.

## 2 **General provisions for Tax**

Provision or reserve was made in the Accounts in accordance with generally accepted accounting principles for all Tax for which the Company at the Accounts Date was or may have been liable or accountable for in respect of any period ended on or before the Accounts Date.

## 3 **Non-arm's length transactions**

- 3.1 The Company is not and nor has it been a party to any transaction or arrangement under which it has been or is or may be required to pay for any asset or any services or facilities of any kind an amount which is in excess of the market value of such asset, services or facilities; or under which it has been or is or may be required to provide any asset or any services or facilities for a consideration which is less than the market value of such goods, services or facilities.
- 3.2 The Company has not reflected nor has it been required to reflect in its corporation tax computation an arm's length provision rather than an actual provision as a result of the operation of Part 4 TIOPA.

## 4 **Loan relationships**

- 4.1 All interest, discounts and premiums payable by the Company in respect of its Loan Relationships are eligible to be brought into account by the Company as debits for the purposes of Part 5 CTA 2009 at the time and to the extent that such debits are recognised in the statutory accounts of the Company.
- 4.2 The Company is not nor has the Company been a party to a Loan Relationship which has or had an unallowable purpose (within the meaning of section 442 CTA 2009) or is one to which section 445 CTA 2009 applies.

## 5 **Group matters**

- 5.1 In the last six years, the Company has not been the subject of any arrangement for the group payment of Tax nor has it entered into any Tax allocation or sharing arrangement.
- 5.2 The Company has not made and is not liable to make any payment in respect of the surrender of any Group Relief nor has the Company entered into any agreement or other arrangement to surrender any Group Relief.
- 5.3 Neither entering into this Agreement, the satisfaction of any condition herein nor Completion will result in a Tax Liability or in the clawback or withdrawal of any Relief previously obtained by the Company.
- 5.4 The Company has not entered into any election under section 171A TCGA or s 792 CTA 2009.
- 5.5 The Company has not been party to any arrangement pursuant to section 59F of the *Taxes Management Act 1970*.

## 6 **Close companies**

- 6.1 The Company has not incurred any expense which is or was required to be treated as a distribution by virtue of section 1064 CTA 2010.

- 6.2 No loans or advances have been made or agreed to be made by the Company within section 455 CTA 2010 and the Company has not released or written off the whole or any part of the debt in respect of any such loan or advance.

## **7 VAT**

- 7.1 The Company is a taxable person duly registered for the purposes of the VATA and has complied with all law relating to VAT and guidance published by all relevant Tax Authorities and has made and obtained full, complete, correct and up-to-date records and invoices and other documents appropriate for the purposes of such law.
- 7.2 The Company is not, nor has it been, a member of any group of companies for the purpose of section 43 VATA.
- 7.3 All supplies made or intended to be made by the Company are taxable supplies and the Company has not been and so far as the Seller is aware will not be denied full credit for input tax by reason of the operation of sections 25 or 26 VATA or any regulations made thereunder or for any other reason.
- 7.4 All VAT paid by the Company before Completion falls to be treated as input tax under section 24 VATA and regulations made thereunder.
- 7.5 No adjustment has been required to be made by the Company pursuant to the provisions of Part XV *Value Added Tax Regulations 1995* in respect of any input tax that has been recovered by the Company.
- 7.6 The Company has made (and properly notified to HM Revenue & Customs) a valid option to tax the Property for the purposes of schedule 10 VATA and such option to tax will remain valid and subsisting at Completion.

## **8 Stamp duty and stamp duty land tax**

- 8.1 All documents by virtue of which the Company has any right or in the enforcement of which the Company is interested, and which is stampable, have been duly stamped and no such document which is outside a particular jurisdiction would attract stamp duty if it were to be brought into that jurisdiction.
- 8.2 All stamp duty land tax payable by the Company has been paid, and no further stamp duty land tax return obligation or liability will arise, in relation to its acquisition of the Property.
- 8.3 The Company properly claimed relief from stamp duty land tax under schedule 7 Finance Act 2003 in connection with its acquisition of the Property and such relief was available and has not been disallowed, withdrawn or clawed back for any reason.
- 8.4 The Company has never incurred any liability to land and buildings transaction tax or land transaction tax.

## **9 Inheritance tax**

- 9.1 The Company has not:
- (a) made any transfers of value within sections 94 or 202 IHTA;
  - (b) received a transfer of value in circumstances such that a liability to inheritance tax might arise under section 199 IHTA; or

- (c) been party to any associated operation (as defined by section 268 IHTA) in relation to any transfer of value.
- 9.2 There is no unsatisfied liability to inheritance tax attached to or attributable to the shares in, or any asset of, the Company.
- 9.3 Neither the shares in, nor any asset owned by, the Company are subject to or liable to become subject to any sale, mortgage or charge by virtue of sections 212, 237 or 238 IHTA.

## 10 **Miscellaneous**

- 10.1 No person has at any time held any security (as defined in section 420 ITEPA), or any interest in such security, where the right or opportunity to acquire the security or interest in a security was made available by reason of the employment of that person or any other person with the Company and where the consideration given for the security (or interest in the security) was less than its unrestricted market value at the relevant time.
- 10.2 The Company has not been party to or concerned with any scheme or arrangement of which the main purpose or one of the main purposes was the avoidance of or a reduction in liability to Tax.
- 10.3 There are no arrangements in place, and no arrangements were in place before Completion, pursuant to which a Relevant Third Person has before Completion taken, or may after Completion take, a Relevant Step which has resulted or may result in an amount counting as employment income of one or more employees, or former employees, of the Company pursuant to Part 7A ITEPA.
- 10.4 No Event has occurred in consequence of which the Company is or may be held liable for any Tax primarily chargeable against or attributable to any person other than the Company. The Company has not entered into any indemnity, covenant, guarantee or similar provision pursuant to which it has agreed to bear the cost of another person's liability to Tax.
- 10.5 No person acting in the capacity of person associated with the Company within the meaning of section 44(4) of the *Criminal Finances Act 2017* (**CFA 2017**) has committed:
  - (a) a UK tax evasion facilitation offence under section 45(5) of the CFA 2017; or
  - (b) a foreign tax evasion facilitation offence under section 46(6) of the CFA 2017.
- 10.6 The Company has in place (and has had in place at all times since 30 September 2017) such prevention procedures (as defined in sections 45(3) and 46(4) of the CFA 2017) as are proportionate to its business risk and are in line with any guidance published from time to time by HMRC pursuant to section 47 of the CFA 2017.
- 10.7 The Company holds and has at all times held the Property as an investment for long term investment purposes (and not as trading stock). The Company does not carry on and has not carried on a trade of dealing in or developing land in the United Kingdom or elsewhere and the Property has not been developed or acquired with the sole or main purpose of realising a gain on disposal.
- 10.8 The Seller is not and has never been a party to or concerned in any arrangement concerning some or all of the Property where the main purpose or one of the main purposes of the arrangement is as set out in section 356OD CTA 2010.
- 10.9 The Company has deducted any amounts which it was required to deduct on account of Tax pursuant to the provisions of Chapter 3 of Part 3 of the *Finance Act 2004*.

- 10.10 The Company has not incurred any liability to income tax or national insurance contributions.
- 10.11 The Company is not nor has it been nor so far as the Seller is aware is it likely to become subject to (or party to any transaction that may be subject to) any counteraction or disallowance under the provisions of Part 6A TIOPA.
- 10.12 The Company is not and has not been, and will not (in respect of any worldwide group of which it was a member prior to Completion) become, liable to leave any tax-interest expense amount out of account for corporation tax purposes pursuant to the provisions of Part 10 TIOPA.
- 10.13 No part of the Shareholder Loan Amount and no sum to be capitalised as part of the Shareholder Loan Capitalisation comprises, nor will it comprise, interest (and no debt owed by the Company is, nor will on or before Completion become, interest bearing).

## Schedule 4 Seller Limitations

### 1 **Monetary limits**

- 1.1 The aggregate liability of the Seller in respect of all Fundamental Warranty Claims, General Warranty Claims and Insured Tax Claims shall not exceed an amount equal to £1.
- 1.2 The aggregate liability of the Seller in respect of all Uninsured Tax Claims shall not exceed an amount equal to £19,500,000.
- 1.3 The Seller shall not be liable for any Small Claim.

### 2 **Time limits**

- 2.1 The Seller shall not be liable for any:
  - (a) General Warranty Claim unless the Purchaser has given notice to the Seller of such General Warranty Claim on or before the third anniversary of Completion; and
  - (b) any Fundamental Warranty Claim unless the Purchaser has given notice to the Seller of such Fundamental Warranty Claim on or before the seventh anniversary of Completion.

### 3 **Disclosure**

The Seller shall not be liable for any Warranty Claim if, but only to the extent that, the matter or thing giving rise to such Warranty Claim has been Disclosed.

### 4 **No double recovery**

The Seller shall not be liable to pay damages or other compensation or reimbursement more than once in respect of the same loss in relation to any General Warranty Claim or Tax Claim.

### 5 **Mitigation**

The provisions of this schedule are without prejudice to the Purchaser's common law duty to mitigate its loss in relation to any General Warranty Claim.

## Schedule 5 Completion Obligations

### Part 1 Seller's obligations on Completion

#### 1 Documents, etc to be delivered

The Seller shall deliver or procure to be delivered to the Purchaser:

##### **Authorities**

- 1.1 as evidence of the authority of any person signing any Acquisition Document on behalf of the Seller or the Seller Guarantor a copy of the minutes of a meeting of its board of directors or circular board resolution (as the case may be) in the Agreed Form (authorising its execution of any Acquisition Document to which it is party, and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf);

##### **Title to Shares**

- 1.2 duly executed transfers of the Shares in favour of the Purchaser or its nominee(s);
- 1.3 the share certificates for the Shares (or an express indemnity in a form satisfactory to the Purchaser if any share certificate is found to be missing);
- 1.4 such waivers, consents or other documents as the Purchaser may require to enable the Purchaser or its nominee(s) to become the registered holder of the Shares;

##### **Auditors, officers and employees**

- 1.5 the written resignations in the Agreed Form of all directors of the Company;

##### **Records**

- 1.6 the statutory registers and minute books made up to the Completion Date, the common seal (if any), share certificate books, the certificate of incorporation and any certificates of incorporation on change of name of the Company (if any);
- 1.7 to the extent not in the possession or under the control of the Company, all books of account and other records relating to its business, including all insurance policies;
- 1.8 the security and authentication codes for the Companies House WebFiling service for the Company;

##### **Other documents**

- 1.9 to the extent held by or under the control of the Company, all documents of title in relation to the Property;
- 1.10 the Second Disclosure Letter, signed by the Seller OR confirmation in writing from the Seller it has no disclosures to make in respect of the Warranties to be given at Completion pursuant to clause 13.1(b);
- 1.11 the duly executed Shareholder Loan Capitalisation Documents;
- 1.12 evidence that all necessary filings have been made and accepted at Companies House in respect of the Shareholder Loan Capitalisation;



- 1.13 partial loan satisfaction letter between the Seller and the Company in the Agreed Form, in respect of the extraction of cash from the Company prior to Completion;
- 1.14 a copy of the No Further Comment Letters;
- 1.15 a copy of the certificate from the Hong Kong branch share registrar confirming the poll results of the CCSGM;
- 1.16 opinions of Conyers and Lu, Lai & Li in the Agreed Form opinion, that together confirm:
  - (a) the valid existence of the Seller and the Seller Guarantor;
  - (b) the due authority of the Seller and the Seller Guarantor to enter into this agreement and each of the other Acquisition Document to be entered into by the Seller and/or the Seller Guarantor on Completion; and
  - (c) the enforceability of each of the Acquisition Document to be entered into by the Seller and/or the Seller Guarantor on Completion.
- 1.17 pay £117,000 to Addleshaw Goddard LLP in accordance with the Elleric Waiver Letter.

## 2 **Board meetings and shareholder resolutions of the Company**

The Seller shall procure that:

- 2.1 a meeting of the board of directors of the Company is held at which:
  - (a) the transfers of the Shares are approved for registration (subject only to being duly stamped) and share certificates are authorised to be delivered to the Purchaser or its nominee(s) in respect of the Shares;
  - (b) the resignations referred to in paragraph 1.6 be accepted with effect from the end of the meeting;
  - (c) such persons as the Purchaser nominates be appointed as directors with effect from the end of the meeting;
  - (d) the registered office be changed to 4th Floor, Nations House, 103 Wigmore Street, London, England, W1U 1QS;
  - (e) the registered email address be changed to such address as the Purchaser nominates; and
  - (f) its bank mandates be revised in such manner as the Purchaser requires.

## Part 2 Purchaser's obligations on Completion

### 1 Documents, etc to be delivered

The Purchaser shall deliver or procure to be delivered to the Seller:

- 1.1 as evidence of the authority of any person signing any Acquisition Document on behalf of the Purchaser:
  - (a) a copy of the minutes of a meeting of its board of directors in the Agreed Form (authorising its execution of any Acquisition Document to which it is party, and appointing the relevant signatory or signatories to sign such Acquisition Document(s) on its behalf); and
  - (b) a copy of the duly executed power of attorney in the Agreed Form under which any Acquisition Document has been or is to be executed by the Purchaser; and
- 1.2 where applicable, a counterpart of the Second Disclosure Letter, duly signed by the Purchaser.

### 2 Repayment of Shareholder Loan Amount

The Purchaser shall procure that the Company repays to the Seller on Completion an amount equal to the actual Shareholder Loan Amount (as specified in the Updated Estimated Completion Statement), subject to paragraph 8 of Part 1 of Schedule 3, in full and final settlement of the Shareholder Loan Amount (such obligation to be satisfied in part by way of the application of the Deposit in accordance with clause 3.3(c)).

### 3 Payment on account of Consideration

The Purchaser shall pay the Completion Payment in accordance with clause 5.

# Schedule 6 Completion statement

## Part 1 General

### 1 Contents

The Completion Statement shall comprise a balance sheet of the Company as at the time of Completion (as agreed between the parties on the Completion Date), in the form and including the items set out in Part 3.

### 2 Bases of preparation

The Completion Statement shall be prepared in accordance with the following:

- 2.1 the specific accounting policies, principles, estimation techniques, measurement bases, practices, procedures and rules set out in Part 3;
- 2.2 if, but only to the extent, not covered by paragraph 2.1, the accounting policies, principles, estimation techniques, measurement bases, practices and procedures used by the Company in the preparation of the Accounts on a consistent basis, if, but only to the extent, not inconsistent with accounting standards detailed in paragraph 2.3; and
- 2.3 if, but only to the extent, not covered by paragraphs 2.1 or 2.2, Financial Reporting Standard 102 issued by The Financial Reporting Council Limited, any other requirement of a United Kingdom accounting body having mandatory effect and other generally accepted accounting principles and practices in the United Kingdom in force and mandatory at the Accounts Date.
- 2.4 For the avoidance of doubt, paragraph 2.1 shall take precedence over paragraphs 2.2 and 2.3, and paragraph 2.2 shall take precedence over paragraph 2.3.

### 3 Submission of Draft Completion Statement

- 3.1 The Purchaser shall procure the preparation and submission to the Seller of a draft of the Completion Statement (**Draft Completion Statement**) within 20 Business Days of Completion.
- 3.2 The Purchaser shall, on written request from the Seller, provide written explanation and supporting documents to the extent any item Schedule 6 Part 3 in is proposed to be adjusted by more than £15,000.

### 4 Agreement or determination of Draft Completion Statement

- 4.1 Within 5 Business Days of receipt of the Draft Completion Statement (**Response Period**), the Seller may give a single notice in writing to the Purchaser disputing the Draft Completion Statement (**Dispute Notice**), stating:
  - (a) the item(s) in dispute;
  - (b) the reasons for such dispute; and
  - (c) details of its proposed adjustments to the Draft Completion Statement in relation to the item(s) in dispute.

- 4.2 If the Seller does not give a Dispute Notice or otherwise confirm its agreement within the Response Period, then the Draft Completion Statement shall constitute the agreed Completion Statement upon the earlier of expiry of the Response Period or the date of the notice of confirmation of the Seller's agreement to the Draft Completion Statement (as the case may be).
- 4.3 If a Dispute Notice is given within the Response Period:
- (a) except for the item(s) stated in the Dispute Notice, the Seller shall be deemed to have agreed all other items in the Draft Completion Statement;
  - (b) the Purchaser and the Seller shall endeavour to agree the item(s) in dispute in good faith within 20 Business Days of receipt of the Dispute Notice (or such later date as may be agreed in writing between the Purchaser and the Seller);
  - (c) failing such agreement in writing within such period, any item(s) which then remain in dispute shall be referred for determination by an Expert in accordance with the provisions of Part 2 on the written request of either the Purchaser or the Seller; and
  - (d) the Draft Completion Statement adjusted, where applicable, to reflect any modifications agreed in writing between the Purchaser and the Seller and to the extent applicable, any Expert's determination pursuant to Part 2 on any item(s) which remained in dispute, shall constitute the Completion Statement.
- 4.4 The Completion Statement as constituted pursuant to paragraph 4.2 or 4.3 shall be final and binding on the parties for the purposes of this Agreement.

## 5 **Records, etc**

The parties shall each procure that they provide to the other party, and in the case of the Purchaser it shall procure that the Company provides the Seller, and their representatives with reasonable access during normal business hours to its accounting records to facilitate the review and agreement or other determination of the Completion Statement.

## Part 2 Expert determination

### 1 Appointment of Expert

- 1.1 An **Expert** is an individual with suitable experience in dealing with such types of dispute at a firm of internationally recognised chartered accountants in England (who and which are independent of the parties):
- (a) agreed by the Purchaser and the Seller in writing; or
  - (b) in default of agreement, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales (**ICAEW**).
- 1.2 Any firm proposed or nominated to provide an Expert shall be required to declare in writing any current and past associations of such firm and its proposed Expert with any party or its group before appointment to establish their independence.
- 1.3 The Expert shall be jointly appointed by the Purchaser and the Seller and shall act as an expert and not as an arbitrator.
- 1.4 Each of the Purchaser and the Seller agrees to:
- (a) in default of agreement on an Expert within ten Business Days, jointly apply under the ICAEW's President's Nomination Scheme, within ten Business Days of such default occurring, for the nomination of an Expert, providing all signed documentation (including its standard letter of indemnity) and fees required by the ICAEW;
  - (b) not unreasonably (having regard to the provisions of this Part 2) refuse its agreement to any terms of engagement proposed by the Expert (which may include a limitation on his liability, a waiver of claims against him and/or "hold harmless" provisions and other similar indemnities at a level and of a nature consistent with market practice at the relevant time) or the other; and
  - (c) instruct the Expert to deliver his determination in writing as soon as practicable and in any event within twenty Business Days of the appointment of the Expert.

### 2 Procedure

- 2.1 Within ten Business Days of the appointment of the Expert, the Purchaser and the Seller shall each provide the Expert with a written statement detailing the disputed item or items, its submission in relation to each item and the adjustments (if any) it proposes to the Draft Completion Statement, together with copies of any supporting documents. The Expert shall afford the Purchaser and the Seller the opportunity within reasonable time limits to make written representations to him on the written statement and representations of the other.
- 2.2 The Purchaser and the Seller shall each provide (or, if, but only to the extent, it is reasonably able, procure that others provide) the Expert with such other documents, information and assistance (including the right to inspect such documents, records and materials held by it or under its control) as the Expert reasonably requires for the purpose of making his determination. For the avoidance of doubt, neither the Purchaser nor the Seller shall be obliged to provide the Expert with auditors' working papers or any information or documents prepared by it or its advisers with a view to assessing the merits of any argument on any item in dispute.

2.3 The Purchaser and the Seller shall supply the other with a copy of anything provided by it or on its behalf to the Expert pursuant to this Part 2 at the same time as it is provided to the Expert.

2.4 All matters relating to the Expert's determination shall be kept confidential by the parties and the Expert.

### **3 Determination of Expert**

3.1 The Expert shall:

- (a) conduct and deliver his determination in the English language;
- (b) be entitled to obtain such independent legal or other professional advice as he may reasonably require in making his determination;
- (c) if, but only to the extent, not provided for in or inconsistent with this Part 2, determine the procedure to be followed in making his determination;
- (d) determine on the basis of all information, documents and materials before him what adjustments (if any) are in his opinion necessary to the amounts shown by the Draft Completion Statement in respect of each of the disputed items referred to him in order to comply with the provisions of this Agreement; and
- (e) notify the Purchaser and the Seller of his determination in writing (without reasons) as soon as practicable.

3.2 The Expert's determination shall be final and binding on the parties except when there is fraud or manifest error. On the Expert's determination, the Draft Completion Statement shall be adjusted (if required) to reflect the disputed item(s) as so determined.

3.3 The Expert's fees and expenses (including the costs of his nomination and any fees and expenses of any professional advisers appointed by him) shall be borne as determined by the Expert (having regard to the merits of the parties' submissions), failing which, borne equally by the Purchaser and the Seller.

### **4 Substitute or replacement Expert**

4.1 If the Expert dies or becomes unwilling to act or incapable of acting, then the Purchaser and the Seller shall:

- (a) accept any substitute Expert reasonably nominated by the firm engaged by them following a written request to such firm to do so from either the Purchaser or the Seller; or
- (b) if no substitute is nominated within ten Business Days of such request, promptly discharge the original Expert and appoint a replacement expeditiously, and this Part 2 shall apply to the replacement Expert as if he was the first Expert appointed.

### Part 3 Pro formas

		£	Notes
<b>Fixed assets</b>		<b>19,500,000</b>	Per the [Headline Purchase Price]
Cash and cash equivalents	X		
Prepayments	X		
VAT	X		
Other Debtors	X		
<b>Current assets</b>		<b>X</b>	
Creditors	(X)		
Accruals	(X)		
Overdraft	(X)		
<b>Current Liabilities</b>		<b>(X)</b>	
Intercompany non-current liabilities	[X]		Per the agreed Shareholder Loan Amount
<b>Non-current liabilities</b>		<b>(X)</b>	
<b>Net assets</b>		<b>X</b>	

For the avoidance of doubt the accounting policies and principles set out in Part 2 of Schedule 6 and the definitions in Clause 1 of this Agreement shall take precedence over this form of the Completion Statement.

## Part 4 Specific bases of preparation

- 1 Unless specifically required to the contrary by paragraph 2 to 17 of this Part 4 of Schedule 6, the Completion Statement shall be prepared on the following basis:
  - (a) The Completion Statement shall be prepared by reference to the general ledger of the Company drawn up as at the Completion Date and in accordance with those specific procedures that would normally be adopted at a financial year-end, which includes but is not limited to detailed analysis of any prepayments and accruals and appropriate cut-off procedures.
  - (b) The Completion Statement shall take into account information and events after the Completion Date that provide further evidence to conditions that existed at the Completion Date ("Section 32 of UK GAAP ("Events after the End of the Reporting Period") up until the time that the Purchaser delivers the Draft Completion Statement to the Seller (the **Cut-Off Time**).
  - (c) No item shall be included in the Completion Statement more than once and no item shall be excluded from the Completion Statement on the grounds of immateriality
  - (d) The Completion Statement shall be stated in pounds sterling. Amounts in currencies other than pounds sterling shall be translated into pounds sterling at the closing mid-point rate on the Completion Date, as published in the London edition of the Financial Times following the Completion Date.
- 2 The fixed assets of the Company (including the Property) shall be included as an asset in the Completion Statement at the Headline Purchase Price. There shall be no offsetting provisions made to reflect the physical condition of the Property (including, without limitation, to the extent that they would affect or relate to such value, future liabilities, in respect of repairs, maintenance, renovation, environmental law, dilapidation, planning requirements, improvements and compliance with laws and regulations).
- 3 With the exception of the Property as noted in paragraph 2 above, no fixed asset classified as such in the Accounts shall be reclassified for the purposes of the Completion Statement as a current asset, nor shall any current asset be reclassified as such in the Accounts for the purposes of the Completion Statement.
- 4 The Completion Statement shall include provision for Tax as at the Completion Date which will be calculated as if Completion were at the end of a reporting period for tax purposes and applying the average applicable tax rate in relation to the Company's profits for the financial reporting period ending on the Completion Date.
- 5 An accrual shall be included in the Completion Statement for any amounts payable by the Company in relation to the termination of any agreements or as a result of Completion to the extent they are unpaid at the Completion Date and payable by the Company after the Completion Date.
- 6 A liability shall be included within the Completion Statement for the shareholder loan at the agreed Shareholder Loan Amount.



- 7 The Completion Statement shall include an asset for cash at bank and cash in hand including accrued interest, only to the extent freely available at the Completion Date and to the extent it is fully reconciled to bank statements.
- 8 No asset shall be included in the Completion Statement in relation to any shareholder debt issue costs or loan arrangement fees.
- 9 The Completion Statement shall not include any asset or liability in relation to deferred taxation.
- 10 No amount shall be included as an asset in the Completion Statement in respect of any amount owed to the Company by the Seller and its affiliates or related parties, except to the extent amounts have been received in cash related to such balances prior to the Completion Date.
- 11 An asset for prepayments shall be included in the Completion Statement in respect of amounts paid by the Company up to the Completion Date in relation to goods and services to be supplied to the Company after the Completion Date, only to the extent the benefit of which will be available to the Company following Completion.
- 12 An asset should be included in the Completion Statement in relation to refunds of insurance premiums only to the extent received in cash by the Company by the Completion Date.
- 13 Full accrual shall be included in the Completion Statement for the cost of all good and services (including the pro rate element for the financial year started the date after the Accounts Date up until the Completion Date in respect of any accounting and tax, property management, and other fees, relating to the period prior to the Completion Date, to the extent unpaid at the Completion Date, together with any liabilities which are required to be recognised in accordance with UK GAAP and any break costs in relating to the termination of service provider contracts.
- 14 The Completion Statement shall include full provision for any Transaction-related costs of the Seller (or its affiliates or related parties) and the Company, including advisor fees (including Tax), to the extent payable by the Company after the Completion Date.
- 15 The Completion Statement shall exclude all assets in respect of any insurance claims receipts and receivables, and exclude all liabilities in respect of future reinstatement/repair cost liabilities in respect of assets which have been damaged or destroyed prior to Completion, in each cash to the extent covered by an insurance policy.
- 16 The Completion Statement shall include full liability in respect of any unpaid dividends or other distributions declared or approved prior to the Completion Date.
- 17 The Completion Statement shall include a liability in respect of the W&I Policy Contribution.
- 18 The Completion Statement shall include a liability in respect of the Total Insurance Saving Contribution.

## Schedule 7 Contracts<sup>1</sup>

Name of Document	Date of Document	VDR location of duplicates (if any)
<b>Real Estate- Party Wall Awards</b>		
PWA 20.069.06.AO3.01 (002)_signed.pdf	27 January 2021	Corporate – 03. Licences and consents – Party Wall Awards
PWA 20.069.06.AO10.01_signed.pdf	27 January 2021	Corporate – 03. Licences and consents – Party Wall Awards
PWA 20.069.06.AO11.01_signed.pdf	27 January 2021	Corporate – 03. Licences and consents – Party Wall Awards
<b>Real Estate - Party Wall Awards – Schofieldsurveyors-37109d</b>		
20.069.06.AO1.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO13.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO14.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO15.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO2.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO5.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
20.069.06.AO6.01.pdf	6 November 2020	Corporate – 03. Licences and consents – Party Wall Awards
<b>Corporate – 06. Contracts</b>		
6.1(a) Terms and conditions for the provision of securities services dated 5 Feb 2019.pdf	5 February 2019	
6.1(b) Letter agreement dated 26 Jan 2022 for property management and development	26 January 2022	

<sup>1</sup> **S&S note to DLAP:** Noting that the new property insurance policy to be included to the extent finalised prior to exchange.

1(a) Spirited Projects Limited.pdf	26 January 2022	Corporate – Purchaser DD Documents 13 Dec 2024 (Existing and historical engagements)
1(b) Spirited Projects Limited.pdf	22 April 2024	Corporate – Purchaser DD Documents 16 Dec 2024 (Updated on existing and historical engagements)
2(a) First Response Group.pdf	3 July 2020	Corporate – Purchaser DD Documents 13 Dec 2024 (Existing and historical engagements)
2(b) First Response Group.pdf		Corporate – Purchaser DD Documents 16 Dec 2024 (Updated on existing and historical engagements)
2(c) First Response Group.pdf	22 April 2024	Corporate – Purchaser DD Documents 16 Dec 2024 (Updated on existing and historical engagements)
Attachment 9_Spirited Projects_Resumption of services	7 May 2024	
Attachment 28_Resumption of First Response Group	8 May 2024	
Attachment 32_Resumption of Service Providers	16 April 2025	
<b>Corporate – 06. Contracts – Clarkson Hyde engagement and services</b>		
21(a) Clarkson Hyde.pdf	2 September 2019	Corporate – Purchaser DD Documents 13 Dec 2024 (Existing and historical engagements)
21(b) Clarkson Hyde.pdf	2 September 2019	Corporate – Purchaser DD Documents 13 Dec 2024 (Existing and historical engagements)
2(c) First Response Group.pdf		
Attachment 13_Audit.pdf		
Attachment 14_Bookkeeping.pdf		
Attachment 15_Company Secretarial.pdf		
Attachment 16_Corporation Tax.pdf		
Attachment 17_VAT Returns.pdf		

Attachment 18_Preparation of Statutory Financial State		
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## Schedule 8 Exchange Joint Announcement

*[To be inserted by the Seller once in Agreed Form]*

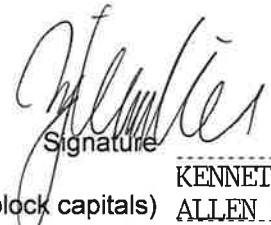
# Signature page

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **MNX** )  
**Properties Limited** by a director in the )  
presence of a witness:

Signed by:   
Signature -----13581F08201A4A5...  
Name (block capitals) Robert Stafler  
Director

Signed by:   
Witness signature -----F3E58CD54CAC4BA...  
Witness name Elin-Sophie Malicha  
(block capitals)  
Witness address Nutford House  
Brown Street  
London W1H 5UL  
United Kingdom

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **Solarmoon** )  
**International Limited** by directors in the )  
presence of a witness:

  
Signature  
Name (block capitals) KENNETH NG KWAI KAI /  
ALLEN WAN TZE WAI  
Directors

Witness signature  \_\_\_\_\_


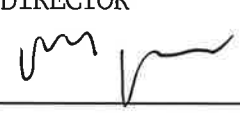
Witness name JAMES CHEUNG CHI YAN  
(block capitals)

Witness address 11/F, 68 YEE WO STREET,  
CAUSEWAY BAY,  
HONG KONG

EXECUTED as a DEED on the date of the )  
date specified on page 1 by )

authorised signatory for )

**Regal Hotels International Holdings Limited** )  
in the presence of: )

  
Name: KENNETH NG KWAI KAI  
Title: DIRECTOR  
  
Name: ALLEN WAN TZE WAI  
Title: DIRECTOR

Name: JAMES CHEUNG CHI YAN

Address: 11/F, 68 YEE WO STREET,

CAUSEWAY BAY,

HONG KONG

Occupation: ACCOUNTANT