Appendix 2 Sale by Receiver/analogous office holder: Special Condition of Sale - Purchaser’s Warranty1

Re: Proposed purchase of[**detail property**] from **[name of** **owner]**

*“The Purchaser warrants that it/he/she is:*

1. *not a person connected to* ***[name of******owner, by whom the receiver is acting ]*** *where “person connected to* ***[name of******owner, by whom the receiver is acting ]****” means any of the following:*
2. *a subsidiary company or related company (as defined under the relevant Companies Acts in the jurisdiction governing this Contract and each or both being referred to as “****a Relevant Company****” )of* ***[name of******owner, by whom the receiver is acting ];***
3. *a company of which* ***[name of******owner, by whom the receiver is acting ]****is the sole shareholder (“****an Owned Company****” );*
4. *a company controlled by* ***[name of******owner, by whom the receiver is acting ]****, that is to say* ***[name of******owner, by whom the receiver is acting ]*** *has an interest (either alone or together with (a) a Relevant Company, (b) a nominee (as defined in (iv) below) of* ***[name of******owner, by whom the receiver is acting ]****, (c ) a trustee of* ***[name of******owner, by whom the receiver is acting]****, (d) a person in partnership with* ***[name of******owner, by whom the receiver is acting ]****in connection with any credit facility or security[[1]](#footnote-1) or (e) an Owned Company) in 25% or more of the equity share capital or entitled to exercise or control the exercise of 25% or more of the voting powers at any general meeting;*
5. *a nominee , or person who may or does in fact act at the direction, of either* ***[name of******owner, by whom receiver is acting ]*** *or any of the parties referred to at (i) to (iii) above;*
6. *a trustee (whether or not declared) where the beneficiaries include, directly or indirectly,* ***[name of******owner, by whom receiver is acting ]*** *or any of the parties referred to at (i) to (iv) above.*

*(b) [****The Purchaser]*** *further warrants and confirms that the Purchase Price payable under the Contract for Sale comprises the entire consideration being paid or passing in any form and at any time from the Purchaser in respect of the Subject Property and there are no other arrangements or agreements in any form between the Vendor and Purchaser that are connected with the Subject Property and through which the Vendor may benefit*

*(c) [****The Purchaser****]**further confirms that neither the Purchaser nor any person with a beneficial interest in the sale is an Excluded Person, where “Excluded Person” means any of the following:*

*(i) Any person employed by NTMA who is assigned to NAMA (under section 42 of the National Asset Management Agency Act, 2009)*

*(ii) Any person working in a Participating Institution or Master, Primary or Special Service Provider to NAMA who:*

*(a) either works, or has worked in the past 12 months, in the designated “NAMA Unit” of the Participating Institution or Master, Primary or Special Service Provider; or*

*(b) has access to/knowledge of “NAMA sensitive information\*” or had such access/knowledge in the last 12 months.*

*\*For this purposes of this confirmation, “NAMA sensitive information” means any of the following:*

* + - * + *information which would provide an unfair advantage over other potential purchasers where such information was obtained as a result of working in a Participating Institution or Master, Primary or Special Service Provider; or*
        + *information which could result in a conflict of interest, whereby professional judgement or actions regarding the sale are unduly influenced by a personal/related beneficial interest in the sale; or*
        + *privileged or proprietary information which, if disclosed, may affect the price of the subject property, or which a reasonable purchaser/investor would want to know before investing in the property.”*

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| **NOTE:** All contracts of sale entered into by receivers or analogous office holders must include the warranty set out above. Receivers should instruct their legal advisers accordingly. |

1. 1This Warranty can also be included in any contract for sale to obviate the need to obtain a separate Purchaser’s Confirmation

   Note: where warranty (a)(iii)(d) cannot be provided, the receiver should obtain clarification from the purchaser as to why this cannot be given and the receiver should then revert to NAMA for specific instructions. [↑](#footnote-ref-1)