

Appendix 2-Purchaser's s.172 Warranty^{1 2}

[Insert as Special Condition in Contract for Sale of Subject Property]

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

"The Purchaser warrants and confirms that [it/he/she/they] is:

(a) *not a person connected to [name of owner³, by whom the receiver is acting] where "person connected to [name of owner, by whom the receiver is acting]" means any of the following:*

- (i) *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];*
- (ii) *a company of which [name of owner, by whom the receiver is acting]is the sole shareholder ("an Owned Company");*
- (iii) *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 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;*
- (iv) *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;*
- (v) *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*

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

² Where the Purchaser of the property is a different from the Contracting Party who contracted to acquire the relevant property (and who provided this warranty), the Purchaser must also provide a Confirmation per Appendix 2.

³ Owner/Vendor of Subject Property (where relevant, acting by a Receiver)

(c) **[The Purchaser]** further warrants and 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, Master or Primary 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, Master or Primary 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, Master, 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.”

(d) **[The Purchaser]** further confirms that, subject always to the terms of this contract, they will procure that any other party they nominate to take delivery of the Assurance of the Subject Property will provide a separate Confirmation or Statutory Declaration on the terms of this Special Condition.

(e) **[The Purchaser]** further agrees that this warranty and confirmation is also provided for the benefit of NAMA.