

Appendix 1- Substantive Content of Purchaser's s.172 Confirmation¹

[On letterhead of Purchaser²]

Re: Proposed purchase of [detail property] (the "Subject Property") from [name of owner]

[Addressed to the Debtors/IP's Agent]

"[The Purchaser is/ the Purchaser confirms that it/he/she is]:

(a) *not a person connected to [name of owner] where "person connected to [name of owner]" 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];*
- (ii) *a company of which [name of owner]is the sole shareholder ("an Owned Company");*
- (iii) *a company controlled by [name of owner], that is to say [name of owner] has an interest (either alone or together with (a) a Relevant Company, (b) a nominee (as defined in (iv) below) of [name of owner], (c) a trustee of [name of owner], (d) a person in partnership with [name of owner]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] 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] or any of the parties referred to at (i) to (iv) above.*

[The Purchaser] further warrants and confirms that:

(b) 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 To be provided pre Contract

² Where the Purchaser who completes the acquisition of the relevant property is different from the party who contracted to acquire the property, both parties must provide this form of Confirmation.

(c) *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 Primary 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 will be [completing the purchase of the Subject Property in their own name / nominating another party to complete the purchase of the Subject Property and will notify you of the identity of that third party and procure that that third party will also provide a separate Confirmation or Statutory Declaration on the terms of this Confirmation³].*

(e) *This Confirmation is given for the benefit of NAMA.*

Signed: _____

[Purchaser]/ authorised signatory of [Purchaser]

Dated: [Insert Date]

³ Delete as appropriate