Execution Version

Dated 16 July 2015

GH ONE LIMITED
and
ARCADIA GROUP LIMITED

SHARE PURCHASE AGREEMENT
relating to the sale and purchase of all of the issued shares of Wilton Equity Limited

Linklaters
Linklaters LLP
One Silk Street
London EC2Y 8HQ

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Ref. Project Harvey
Share Purchase Agreement

This Agreement is made on 16 July 2015

between:

(1) **GH ONE LIMITED**, a company incorporated in the British Virgin Islands, whose registered office is at Geneva Place, Waterfront Drive, P.O. Box 3175, Road Town, Tortola, British Virgin Islands (the "Seller"); and

(2) **ARCADIA GROUP LIMITED**, a company incorporated in England with registered number 00237511, whose registered office is at 70 Berners Street, London W1T 3NL, England (the "Purchaser").

Whereas:

(A) The Seller has agreed to sell the Share (as defined below) and assign the Shareholder Loan (as defined below) and to assume the obligations imposed on the Seller under this Agreement.

(B) The Purchaser has agreed to purchase the Share, assume the Shareholder Loan and assume the obligations imposed on the Purchaser under this Agreement.

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

"Beneficiary" means Lady Cristina Green;

"Business Day" means a day that is not a Saturday, Sunday or a public holiday in England;

"Carmen" means Carmen Properties Limited (company number 81511), a company incorporated in Jersey whose registered office is at Nautilus House, La Cour des Casernes, St Helier, Jersey, JE1 3NH and/or its relevant subsidiaries as the case may be;

"Carmen Lease Surrender" means the surrender of the Headlease by Carmen to the Company on 13 March 2015, a copy of which has been provided to the Purchaser;

"Closing" means the completion of the sale and purchase of the Share and the assignment of the Shareholder Loan pursuant to Clause 4;

"Closing Balance Sheet" means the balance sheet of the Company as at Closing;

"Company" means Wilton Equity Limited (company number 1762489), a company incorporated in the British Virgin Islands, whose registered office is at Aleman, Cordero, Galindo & Lee Trust (BVI) Limited, P.O. Box 3175, Road Town, Tortola, British Virgin Islands;

"Consideration" has the meaning given in Clause 3;
"Declaration of Trust" means the declaration of trust dated 30 June 2013 made by the Seller in favour of the Beneficiary;

"Encumbrance" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"Financial Statements" means each of the unaudited annual financial accounts of the Company since its date of incorporation;

"Group" means the Purchaser’s Group or the Seller’s Group, as the context requires;

"Headlease" means the lease dated 31 March 1966 under which Carmen held an interest in Marylebone House;

"Marylebone House" means the freehold property known as Marylebone House at 129-137 Marylebone Road, London, NW1 5QD (registered number LN44141);

"Parties" means the parties to this Agreement, and "Party" means any one of them;

"Purchaser’s Group" means the Purchaser and its subsidiary undertakings;

"Purchaser Warranties" means the warranties given by the Purchaser pursuant to Clause 6 and as set out in Schedule 5, and a reference to a Purchaser Warranty shall be construed accordingly;

"Seller’s Group" means the Seller and its subsidiary undertakings;

"Seller Warranties" means the warranties given by the Seller pursuant to Clause 5 and as set out in Schedule 4 and the Tax Warranties, and a reference to a Seller Warranty shall be construed accordingly;

"Share" means one share of US$1.00 each, being all of the issued shares of the Company;

"Shareholder Loan" means an interest free unsecured shareholder loan made by the Seller to the Company which, as at 15 July 2015, was £39,494,162;

"Tax" or "Taxation" means (a) all forms of taxation and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings, deductions, charges, liabilities or any sum in the nature of or payable on account of the foregoing; and (b) any penalty, fine, surcharge or interest payable in connection with (a);

"Tax Warranties" means the warranties set out in Part 2 of Schedule 6; and

"VAT" and "Value Added Tax" means value added tax as imposed in the United Kingdom and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 references to one gender include all genders and references to the singular include the plural and vice versa;

1.2.2 references to:
a person include any company, partnership or unincorporated association
(whether or not having separate legal personality); and

(ii) a company shall include any company, corporation or any body corporate,
wherever incorporated;

1.2.3 references to "this Agreement" is a reference to this Agreement as from time to
time amended, varied or extended in any way;

1.2.4 the clause, schedule and paragraph headings are included for convenience only
and shall not affect the interpretation of this Agreement. The schedules and recitals
form part of this Agreement and shall have effect as if set out in full in the body of
this Agreement, and any reference to this Agreement includes the schedules and
recitals;

1.2.5 any reference in this Agreement to a document being "in the agreed form" means
a document in a form agreed by the parties before the signing of this Agreement
and either entered into on the date of this Agreement by the relevant parties or
initialled by the parties or on their behalf, in the latter case with such amendments
as they may subsequently agree; and

1.2.6 the words "other", "including", "includes", "include", "in particular" and any similar
words, shall not limit the general effect of words that precede or follow them and
accordingly, the ejusdem generis rule shall not apply.

2 Agreement to sell the Share and assign the Shareholder Loan

2.1 On and subject to the terms of this Agreement, the Seller agrees to sell the Share and
assign the Shareholder Loan, and the Purchaser agrees to purchase the Share and
assume the Shareholder Loan.

2.2 On and subject to the terms of this Agreement:

2.2.1 the Seller assigns absolutely to the Purchaser all the rights of the Seller under the
Shareholder Loan and the Purchaser becomes party to the Shareholder Loan as
the Lender;

2.2.2 the Seller is released from all obligations of the Seller under the Shareholder Loan;
and

2.2.3 the Purchaser becomes a party as the Lender and is bound by obligations under
the Shareholder Loan equivalent to those from which the Seller is released.

2.3 The Share shall be sold by the Seller free from all Encumbrances and together with full title
guarantee and all rights and advantages attaching to it as at Closing (including the right to
receive all dividends or distributions declared, made or paid on or after Closing).

3 Consideration

3.1 The consideration under this Agreement shall be, as based on the Closing Balance Sheet,
(i) £13,505,838 for the purchase of the Share; and (ii) £39,494,162 for the assumption of
the Shareholder Loan (the "Consideration"), payable to the Seller in accordance with
Clause 4.3 below.
3.2 The Closing Balance Sheet shall be in agreed form between the parties prior to Closing, and shall be in materially the same form when provided by the Seller in accordance with Schedule 2.

4 Closing

4.1 Date and place
Closing shall take place immediately following execution of this Agreement and at such place as may be agreed between the Parties.

4.2 Seller obligations on Closing
At Closing, the Seller shall comply with its obligations set out in Schedule 2.

4.3 Purchaser obligations on Closing
At Closing, the Purchaser shall comply with its obligations set out in Schedule 3.

5 Seller Warranties

5.1 The Seller warrants to the Purchaser that each of the Seller Warranties set out in Schedule 4 and Part 2 of Schedule 6 is true and accurate as at Closing.

5.2 Each of the Seller Warranties is separate and is to be construed independently of the other Seller Warranties and any other provisions of this Agreement.

5.3 The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on the Seller Warranties.

5.4 The Seller shall not be liable under this Agreement in respect of any loss of profit, loss of goodwill or any indirect or consequential losses.

5.5 Where any statement in the Seller Warranties is qualified by the expression "so far as the Seller is aware" or any similar expression, the Seller shall be deemed to refer to the actual knowledge of the directors of the Seller and the directors of the Company.

5.6 The aggregate liability of the Seller for all claims under or in connection with this Agreement (including (but not limited to) any claims under Schedule 4 and Schedule 6) shall not exceed £5 million.

5.7 The provisions of Schedule 6 shall apply.

5.8 If any payment is made by the Seller to the Purchaser in respect of any claim for any breach of the Seller Warranties or under Part 3 of Schedule 6, the payment shall be treated as an adjustment of the consideration paid by the Purchaser for the Share under this Agreement and the consideration shall be deemed to have been reduced by the amount of such payment.

5.9 The Seller shall not be liable for breach of any Seller Warranties (other than Tax Warranties) in respect of any claim unless a notice of the claim (containing reasonable detail in relation to the claim and any evidence on which the Purchaser relies) is given by the Purchaser to the Seller within two years following Closing.
6 Purchaser Warranties

The Purchaser warrants to the Seller that each of the Purchaser Warranties set out in Schedule 5 is true and accurate as at Closing.

7 Confidentiality

7.1 Subject to Clause 7.2, each Party shall treat the following information as confidential and shall not, and shall procure that each member of its Group shall not, disclose or use it:

7.1.1 details of the provisions of this Agreement and any agreement or arrangement entered into in connection with this Agreement;

7.1.2 information relating to the negotiations leading to the execution of this Agreement and any agreement or arrangement entered into in connection with this Agreement; and

7.1.3 (to the extent obtained as a result of or in connection with entering into this Agreement) information relating to any other party and any other member of that party’s Group.

7.2 A Party may disclose or use information otherwise required by Clause 7.1 to be treated as confidential:

7.2.1 if and to the extent required by the laws of any relevant jurisdiction;

7.2.2 if and to the extent requested by any competent regulatory or governmental body, Tax Authority or securities exchange in any relevant jurisdiction, whether or not the request has the force of law;

7.2.3 if and to the extent required to comply with any of its obligations under this Agreement or any other agreement entered into by it pursuant to or in connection with this Agreement;

7.2.4 to its professional advisers, auditors or bankers from time to time;

7.2.5 to members of its Group and to their professional advisers, auditors or bankers in each case from time to time;

7.2.6 if and to the extent required for the purpose of any judicial proceedings arising out of this Agreement;

7.2.7 if and to the extent the information is or comes into the public domain through no fault of that party or any member of its Group; or

7.2.8 if and to the extent the other party has given prior written consent to the disclosure or use.

Each Party shall ensure that any person to whom confidential information is disclosed pursuant to Clauses 7.2.4 or 7.2.5 is made aware of the obligations of confidentiality contained in this clause and complies with Clause 7.1 as if binding on it directly.

8 Books and records

The Purchaser shall ensure that all records relating to the business of the Company (whether in electronic or in any other form) which are or may be relevant in connection with
any claim under the Seller Warranties or other claim against the Seller under this Agreement are retained for so long as any such claim remains outstanding. The Purchaser will use reasonable endeavours to provide the Seller with access to those records during normal working hours and on reasonable prior notice.

9 Other provisions

9.1 Further assurance

9.1.1 The Seller shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the Purchaser may reasonably require to transfer the Share to the Purchaser and to assign the Shareholder Loan to the Purchaser and to give the Purchaser the full benefit of the Share, the Shareholder Loan and all of the provisions of this Agreement.

9.1.2 The Purchaser shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the Seller may reasonably require to give the Seller the full benefit of all of the provisions of this Agreement.

9.2 Assignment

Neither Party may, without the prior written consent of the other, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of all or any of its obligations under this Agreement, or any benefit arising under or out of this Agreement.

9.3 Whole Agreement

9.3.1 This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

9.3.2 Each of the Seller and the Purchaser agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement and each of the Seller and the Purchaser waives all other rights and remedies (including those in tort or arising under statute) in relation to any such representation, warranty or undertaking.

9.4 Costs

Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Agreement and the documents referred to in it.

9.5 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement

9.6 Notices
9.6.1 Any notice or other communication in connection with this Agreement (each, a "Notice") shall be:

(i) in writing;

(ii) delivered by email, hand, pre-paid first class post or courier, and

(iii) sent to such address as may be notified to the sending Party by the other Party from time to time.

9.6.2 A Notice shall be effective upon receipt and shall be deemed to have been received:

(i) 24 hours after posting, if delivered by pre-paid first class post;

(ii) at the time of delivery, if delivered by hand or courier; or

(iii) 24 hours after it was sent, if sent by email.

9.7 Waiver

In no event will any delay, failure or omission (in whole or part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or be construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

9.8 Severance

9.8.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

9.8.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, restricted or limited in a particular manner, the provision in question shall apply with such deletions, restrictions or limitations as may be necessary to make it valid.

9.9 No double recovery and no double counting

Nothing in this Agreement shall entitle more than one person to recover for the same loss or make a party liable for the same loss more than once and no amount shall be taken into account, set off or credited more than once under this Agreement or otherwise, with the intent that there will be no double counting under this Agreement or otherwise.

9.10 No merger

The provisions of this Agreement shall remain in full force and effect notwithstanding Closing.

9.11 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same.
instrument. The Seller and the Purchaser may enter into this Agreement by executing any such counterpart.

9.12 **Governing law and jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.
In witness whereof this Agreement has been duly executed on the date first set out above.

SIGNED by
on behalf of GH One Limited

SIGNED by
on behalf of Arcadia Group Limited.
In witness whereof this Agreement has been duly executed on the date first set out above.

SIGNED by
on behalf of GH One Limited

SIGNED by [Signature]
on behalf of Arcadia Group Limited:

[Signature]
Schedule 1
Details of the Company

Date and place of incorporation: Incorporated in the British Virgin Islands on 28 February 2013 under BVI Business Companies Act 2004

Registered number: 1762489

Registered office: Aleman, Cordero, Galindo & Lee Trust (BVI) Limited, P.O. Box 3175, Road Town, Tortola, British Virgin Islands

Issued share capital: 1 share of US$1.00 each

Directors: 

Secretary: 

Shareholder: GH One Limited

Accounting reference date: 31 March

Charges: None outstanding
Schedule 2
Seller Closing Deliverables

The Seller shall deliver or cause to be delivered or made available to the Purchaser on Closing:

1. an instrument of transfer of the Share duly executed by the Seller in favour of the Purchaser or as it may direct accompanied by the relevant share certificate (or an express indemnity in a form satisfactory to the Purchaser in the case of any lost certificate);

2. a legal opinion, in agreed form prior to Closing, in respect of the Seller;

3. the Closing Balance Sheet;

4. a copy of the minutes of a meeting, or a written resolution, of the directors of the Seller in the agreed form resolving that the Seller should complete this Agreement, and execute or sign each document to be executed or signed by it at Closing, and authorising the execution or signing of those documents by each person signing on behalf of the Seller;

5. a copy of the minutes of a meeting, or a written resolution, of the directors of the Company in the agreed form resolving that the Company should:
   
   5.1.1 approve the transfer of the Share and the registration of the Purchaser as a member of the Company in respect of the Share in the original register of members of the Company;

   5.1.2 approve the cancellation of the existing share certificate in respect of the Share and the issue of a new share certificate in the name of the Purchaser; and

   5.1.3 appoint such person as the Purchaser may nominate as the director of the Company.

6. the original title deeds and occupational lease documents in respect of Marylebone House which are listed in Schedule 7;

7. a copy of the Company's option to tax in respect of Marylebone House.
Schedule 3
Purchaser Closing Deliverables

The Purchaser shall:

1. pay the Consideration by way of telegraphic transfer for same day value to such account as directed by the Seller;

2. deliver or cause to be delivered to the Seller a letter of consent addressed to the Company from the new director to be appointed by the Company on Closing; and

3. deliver or cause to be delivered to the Seller a copy of the minutes of a meeting of the directors of the Purchaser in the agreed form resolving that the Purchaser should complete this Agreement, and execute or sign each document to be executed or signed by it at Closing, and authorising the execution or signing of those documents by each person signing on behalf of the Purchaser.
Schedule 4
Seller Warranties

1  Title and capacity and information
1.1 The issued share set out in Schedule 1 constitutes all of the issued and allotted shares of the Company, and has been properly and validly issued and allotted and is fully paid or credited as fully paid.
1.2 The Share is free from all Encumbrances and there is no subsisting agreement to create any such Encumbrance.
1.3 The Seller is the sole legal owner of the Share and holds it as trustee and nominee for and on behalf of the Beneficiary pursuant to the Declaration of Trust.
1.4 No person has the right or has claimed to have a subsisting right to subscribe for, or to convert any security into, any shares, debentures or other securities of the Company, including pursuant to an option or warrant.
1.5 The Seller has the legal right and full power and authority to enter into and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement (and has been directed to do so by the Beneficiary).
1.6 The Seller is entitled to sell and transfer to the Purchaser the full legal and beneficial ownership of the Share on the terms of this Agreement (and has been directed to do so by the Beneficiary pursuant to the letter of direction from the Beneficiary to the Seller) without the consent of any third party.
1.7 The information set out in Schedule 1 is complete and accurate.
1.8 The Company has no interest in nor is it under a subsisting obligation or option to acquire any interest in any shares, debentures or other securities of any other body corporate. The Company has not since its incorporation had any subsidiary or subsidiary undertaking.

2  Ownership and possession of assets
2.1 On Closing, there are no assets in the Company other than those set out in the Closing Balance Sheet.
2.2 Since the date of its incorporation, the Company has not acquired or disposed of any assets, other than (i) the acquisition of Marylebone House; and (ii) inferior interests in Marylebone House itself.
2.3 The Company has not transacted any business other than holding the freehold title to Marylebone House and acting as a landlord thereof.
2.4 The Company does not share or depend on the use of any assets which will not be transferred to or otherwise made available to the Purchaser on Closing pursuant to this Agreement.

3  Employees
3.1 No person has been offered employment by the Company and the Company does not have, nor has ever had, any employees.
3.2 There is no, and has never been any, agreement, arrangement, scheme promise or obligation for the payment by the Company of any pensions, allowances, lump sum, death benefits, gratuities or other like benefits in relation to any person.

4 Directors

4.1 No director or other officer of the Company (or former director or officer of the Company) is owed money by, or is entitled to be paid any money in respect of services provided to, the Company.

4.2 There is not outstanding:

4.2.1 any loan made by the Company to, or debt owing to the Company from, any director of the Company; or

4.2.2 any agreement or arrangement to which the Company is a party and in which any director of the Company has an interest.

5 Financial

5.1 The Financial Statements have been properly prepared, give a true and fair view of the state of affairs of the Company, are not misleading and do not materially overstate or understate the profits, assets and liabilities of the Company in respect of the period to which they relate.

5.2 The accounting records and all registers, books and other records of the Company, in all material aspects:

5.2.1 have been fully, properly and accurately maintained by the Company;

5.2.2 are in the possession of the Company or under its exclusive control; and

5.2.3 contain a complete and accurate record of the matters which they ought to record.

5.3 The Closing Balance Sheet fairly presents the assets and liabilities of the Company which exist as at Closing and the Seller will fully indemnify the Purchaser for any loss it suffers as a direct result of breach of this warranty by the Seller (to the extent it does not relate to any liability arising out of or relating to the physical state and condition of Marylebone House).

5.4 On Closing, the Company does not have a bank account.

6 Indebtedness

6.1 Save for the Shareholder Loan, there are no financial facilities (including loans, derivatives and hedging arrangements) outstanding or available to the Company.

6.2 As at the date of the Closing Balance Sheet, there are no liabilities of the Company other than those set out in the Closing Balance Sheet.

6.3 Save for the Shareholder Loan, there is no indebtedness owing to the Seller by the Company.

7 Property

7.1 So far as the Seller is aware, the Company does not have any liability:
7.1.1 (whether actual, future or contingent) to perform or observe any obligation in respect of any land or buildings formerly owned or occupied by it or related matter; or

7.1.2 as guarantor to perform or observe any obligation in respect of any land or buildings or related matter.

7.2 Marylebone House comprises all the property owned, occupied or otherwise used by the Company or in which it has an interest at the date of this Agreement nor has the Company entered into any legally binding agreement for the purchase of any such interest.

7.3 The Company is the legal owner of, and solely beneficially entitled to, the freehold title to Marylebone House.

7.4 The original documents of title and other documents and papers relating to Marylebone House which are listed in Schedule 7 are the only documents of title to Marylebone House of which the Seller is aware.

7.5 The Seller has in its possession or unconditionally held to its order all the documents of title and other documents and papers relating to Marylebone House which are listed in Schedule 7.

7.6 The Seller’s solicitors’ written replies to enquiries given prior to the date of this Agreement and which are listed in Schedule 8 are (to the best of the Seller’s knowledge) true, complete and not misleading.

8 Insolvency

8.1 In this Schedule 4, "Insolvency Proceedings" means any formal insolvency proceedings, whether in or out of court, including proceedings or steps leading to any form of bankruptcy, liquidation, administration, receivership, arrangement or scheme with creditors, moratorium, stay or limitation of creditors’ rights, interim or provisional supervision by a court or court appointee, winding-up or striking-off, or any distress, execution, commercial rent arrears recovery or other process levied or exercised; or any event analogous to any such events in any jurisdiction outside England and Wales.

8.2 Insolvency Proceedings have not been commenced in relation to the Company or (if applicable) any part of its assets or undertaking.

9 Books, records and returns

9.1 The register of members, minute books, other statutory books and registers and all other records required to be kept by the Company under applicable law and regulation are in the possession and ownership or under the control of the Company, have been properly kept.

9.2 No claim has been made that any of the books, registers and records referred to in paragraph 9.1 of this Schedule 4 is incorrect or should be rectified.

10 Insurance

In each case, since the date of incorporation of the Company:

10.1 current policies of insurance taken out in connection with the operations or assets of the Company (including Marylebone House) have been disclosed to the Purchaser and no claim under any such policy of insurance has been made and there are no circumstances likely to give rise to such a claim;
10.2 in respect of the insurance policies so disclosed, all premiums have been duly paid to date and neither the Company nor the Seller has received any notification that such insurances are not valid or enforceable; and

10.3 there has never been an insurance claim in excess of £10,000.

11 Litigation

11.1 The Company is not engaged in or involved in any litigation, arbitration, mediation, conciliation, expert determination, adjudication or other dispute resolution process, whether as claimant or defendant or in any other capacity.

11.2 The Company has not received written notice of any dispute resolution processes, proceedings and other processes or disputes such as are referred to in paragraph 11.1 pending or threatened by or against the Company, and, so far as the Seller is aware, there are no circumstances which might give rise to any such dispute resolution processes, proceedings and other processes or disputes.

11.3 There is no judgement or order of any court or other competent authority in the British Virgin Islands or elsewhere against the Company or any person for whose acts it may be vicariously liable which has not been satisfied or discharged and the Company or any such person has not been party to any undertaking or assurance given to any competent authority.

11.4 The Company or any person for whose acts it may be vicariously liable has not committed or omitted to do any act or thing which could give rise to any fine or penalty.
Schedule 5
Purchaser Warranties

1. **Incorporation**
   The Purchaser is validly existing and is a company duly incorporated under the laws of England and Wales.

2. **Authority to enter into Agreement**
   2.1 The Purchaser has the legal right and full power and authority to enter into and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement.

   2.2 The documents referred to in paragraph 2.1 will, when executed, constitute valid and binding obligations on the Purchaser in accordance with their respective terms.

3. **Authorisation**
   The Purchaser has taken all corporate action required by it to authorise it to enter into and perform this Agreement, and any other documents to be executed by it pursuant to or in connection with this Agreement.
Schedule 6
Tax

Part 1 – Tax Definitions

1 Definitions

1.1 In this schedule, the following words and expressions shall have the following meanings, unless the context requires otherwise:

- **"Event"** any act, omission, arrangement, transaction or other event whatsoever;
- **"Relevant Relief"** the meaning ascribed to it in paragraph 1.1.1 of part 4;
- **"Relief"** any loss, relief, exemption, allowance, deduction, credit or set-off in respect of Tax or relevant to the computation of Tax or the computation of income, profits or gains for Tax purposes and any right to repayment of Tax;
- **"Tax Authority"** HM Revenue & Customs and any other authority, body or official (whether in the United Kingdom or elsewhere) competent to assess, demand, impose, administer or collect Tax;
- **"Tax Claim"** means a claim for breach of the Tax Warranties or a claim for breach of any other Seller Warranty to the extent it relates to Tax or a claim made under the Tax Covenant contained in part 3; and
- **"Tax Demand"** means any notice, demand, assessment, letter or other document issued (or any return or other document prepared or to be prepared by or on behalf of the Company) or other action taken by or on behalf of any person including a Tax Authority indicating that the Company has or may have, or will in the future have, a liability to Tax and in respect of which a Tax Claim may be made.

1.2 In interpreting and applying this schedule:

1.2.1 references to a part are references to one of parts 1 to 4 of this schedule;

1.2.2 any reference to any Event occurring or to anything being the case includes any Event which is deemed to occur or be the case for Tax purposes or by reference to which Tax is calculated or imposed;

1.2.3 any reference to income, profits or gains earned, accrued or received or having arisen includes income, profits or gains deemed to be or treated as earned, accrued or received or as having arisen for any Tax purposes;
1.2.4 any reference to the last date on which a payment of Tax can be made shall be interpreted as meaning the last date on which a payment of or in respect of Tax can be made to the appropriate Tax Authority without incurring a liability (contingent or otherwise) to interest or a charge or penalty in respect of late payment of such Tax;

and

1.2.5 any reference to a period of time for appeal shall exclude any extension of time which may be granted by special arrangement (being an arrangement not based on a strict and detailed application of the relevant legislation) or only at the discretion of a Tax Authority.
Part 2: Tax Warranties

1. The Company is, and at all times has been resident in the British Virgin Islands or Monaco for Taxation purposes and has not at any time been resident in any other jurisdiction for any Taxation purposes or had a permanent establishment in the United Kingdom or any other jurisdiction (other than the British Virgin Islands or Monaco) for any Taxation purposes.

2. The Company has duly paid all Tax which it has become liable to pay on or before the due date for payment of such Tax.

3. All returns, computations, information, accounts and notices which are or have been required to be made or given by the Company to any Tax Authority for any Taxation purpose have been duly made or given within the applicable time limits and on a proper basis and were when made and remain complete, true and accurate in all material respects. The Company has kept all records required to be kept for Tax purposes.

4. The Company has not been and is not involved in any dispute with or investigation, audit, non-routine visit or discovery by any Tax Authority and, so far as the Seller is aware, no such dispute, investigation, audit, non-routine visit or discovery is pending, planned, threatened or likely to arise.

5. No Tax Authority has operated or agreed to operate any special arrangement (being an arrangement which is not based on relevant legislation or any published practice) in relation to the Company's affairs.

6. The Company is registered for VAT in the United Kingdom under registration number 166 7770 66.

7. The Company is not and has never been a member of a group for VAT purposes.

8. The Company has exercised an option to tax in respect of Marylebone House and such option was validly exercised and notified and is effective and has not been revoked before Completion.

9. The Company does not own any capital items which are subject to Part XV of the Value Added Tax (General) Regulations 1995.

10. Marylebone House has at all times since acquisition by the Company been held as an investment and not as trading stock or for the purposes of a trade.

11. There are no circumstances in which the Company will or may after Closing be liable to pay an amount of stamp duty land tax, submit a stamp duty land tax transaction return or a stamp duty land tax self-certificate in respect of any transaction entered into or action taken prior to Closing and the Company has no outstanding liability to pay any stamp duty land tax.

12. The Company has made all such deductions, withholdings and retentions of or on account of Tax as it was or is obliged to make and has accounted for all such deductions, withholdings and retentions to the relevant Tax Authority insofar as the time for such accounting has fallen due.

13. The Company has received confirmation from HM Revenue & Customs of its entitlement to receive UK rental income in respect of Marylebone House without deduction on account of UK income tax pursuant to regulation 17 of the Taxation of Income from Land (Non-
residents) Regulations 1995 (S.1 1995/2902), and such entitlement remains valid and in full effect and has been notified to the letting agent or tenant as appropriate.

14. The Share is not registered in a register kept in the United Kingdom by or on behalf of the Company and there is no document in the enforcement or production of which the Company is or may be interested which has not been duly stamped and, where necessary, adjudicated.

15. The Company has never 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, a liability to Tax.
Part 3: Tax Covenant

1. Covenant to pay

1.1 Subject as provided in this Schedule 6, the Seller covenants with the Purchaser to pay to the Purchaser an amount equal to any liability to Tax of the Company:

1.1.1 arising in respect of any Event which occurred on or before Closing;

1.1.2 arising by reference to any income, profits or gains which were earned, accrued or received or which arose on or before Closing; or

1.1.3 arising in consequence of a failure to discharge Tax by any company (other than a member of the Purchaser's Group):

(i) which has been a member of a group (as defined for any relevant Tax purposes) of which the Company has at any time prior to Closing been a member; or

(ii) which has been under the control of the Seller or any person or persons that directly or indirectly controlled the Company prior to Closing; or

(iii) with which the Company has otherwise been connected or associated at any time prior to Closing.

1.2 Without prejudice to the provisions of paragraphs 1.1.1 to 1.1.3 of this part 3 and subject as provided in this Schedule 6, the Seller covenants with the Purchaser to pay to the Purchaser an amount equal to all costs and expenses reasonably and properly incurred or payable by the Purchaser or the Company in connection with or in consequence of any matter for which the Seller is liable under this Schedule 6.
Part 4: Miscellaneous: including exclusions and limitations, 
conduct of claims and payments

1 Corresponding benefit

1.1 Where:

1.1.1 a liability to Tax of the Company has been discharged and has resulted in a Relief
for the Company which would not otherwise have arisen (a "Relevant Relief"); and

1.1.2 the Seller has made a payment to the Purchaser in full discharge of such liability to Tax
pursuant to a Tax Claim,

the provisions of paragraph 1.2 of this part shall apply.

1.2 Where this paragraph 1.2 applies, then fifteen Business Days after the later of:

1.2.1 the Company utilising the Relevant Relief; and

1.2.2 the auditors for the time being of the Company certifying (at the request and cost of
the Seller) the existence and quantum of the Relevant Relief,

the amount of Tax which the Company would have been liable to pay but for the utilisation
of the Relevant Relief (less an amount equal to any costs and expenses reasonably
incurred by the Purchaser or the Company in obtaining the Relevant Relief) shall first be
set off against any payment then due from the Seller pursuant to a Tax Claim and
secondly, to the extent that there is an excess, be refunded save to the extent that any
amount paid by the Seller in respect of the liability to Tax in question has previously been
refunded under any provision of this Agreement.

1.3 In calculating whether a Relevant Relief arises, there shall be disregarded any transaction
entered into or voluntary act by the Company or the Purchaser after Completion and any
change in legislation or published practice which takes effect after Completion.

1.4 For the purposes of paragraph 1 of this part, the Company shall be regarded as utilising a
Relevant Relief on the last date upon which the Company would have been obliged to
make an actual payment of Tax (which it would otherwise have had to have paid but for the
Relevant Relief) or, in the case of a Relevant Relief consisting of a right to repayment of
Tax, the date on which the Company receives cleared funds in respect of such repayment.

1.5 Nothing in paragraph 1 of this part shall oblige the Company to utilise a Relevant Relief in
priority to any other Relief then available to it or to maximise the amount of any Relevant
Relief and the Company shall for the purposes of this paragraph be deemed to use all
other Reliefs then available to it, as permitted by law, as though the Relevant Relief did not
exist and in priority to the Relevant Relief in determining when the Relevant Relief is
utilised but, subject to the above, the Company shall use its reasonable endeavours to
utilise and maximise the Relevant Relief.

2 Third party recovery

2.1 If the Seller has paid an amount to the Purchaser in full discharge of a liability to Tax which
has arisen in respect of a Tax Claim and the Company or the Purchaser has received a
payment or obtained a reimbursement, refund, credit or set-off from any person (other than
the Purchaser, the Company or an officer or employee of either of them) in respect of the relevant liability to Tax, an amount equal to the lesser of:

2.1.1 the amount paid by the Seller pursuant to the Tax Claim in respect of the liability to Tax in question save to the extent that such amount constitutes a reimbursement of the costs or expenses reasonably and properly incurred by the Purchaser or the Company in obtaining such amount from the Seller; and

2.1.2 the amount received by the Purchaser or the Company from the third party less:

(i) any costs and expenses reasonably and properly incurred by the Purchaser or Company in obtaining such amount from such third party; and

(ii) any Tax which the Company or the Purchaser has paid or reasonably anticipates will be payable in respect of such receipt (or any Tax which it is reasonably anticipated would have been payable in respect thereof but for the availability of a Relief),

shall first be, set off against any payment then due from the Seller pursuant to a Tax Claim; second, to the extent that there is an excess, refunded to the Seller (save to the extent that any amount paid by the Seller has previously been refunded under any provision of this Agreement) up to the amount of such excess.

3 Due date for payment

3.1 Where the Seller becomes liable to make any payment pursuant to a Tax Claim, the due date for the making of the payment shall be:

3.1.1 where the payment relates to a liability of the Company to make an actual payment of Tax, the later of three Business Days prior to the last date on which that payment of Tax can be made and fifteen Business Days after service of a notice of the Tax Demand on the Seller; and

3.1.2 in any other case, the date falling fifteen Business Days after the date of service by the Purchaser of a written notice on the Seller demanding payment.

3.2 If any payment required to be made by the Seller pursuant to a Tax Claim is not made by the due date then interest shall be payable on the amount outstanding on a daily basis compounded quarterly from the due date until the date when payment is actually made at the rate of 3 per cent. above the base rate from time to time of the Company’s principal bankers from time to time (or in the absence of such rate at such similar rate as the Purchaser shall reasonably select); provided that interest shall not accrue for any period in respect of which interest due to the relevant Tax Authority is included in the payment due to be made in respect of the Tax Claim before the application of this paragraph 3.2.

4 Exclusions and limitations

4.1 The Seller shall not be liable in respect of any Tax Claim unless written notice of such claim is given to the Seller prior to the expiry of the period of 15 Business Days following the fourth anniversary of the end of the accounting period of the Company current at Closing.

4.2 The Seller shall not be liable in respect of any Tax Claim in respect of any liability to Tax to the extent that:

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4.2.1 it was discharged prior to Closing (provided that, for the avoidance of doubt, this paragraph 4.2.1 shall only apply to the extent of the amount discharged);

4.2.2 it arises or is increased as a result of any increase in the rates of Tax announced and coming into force after the date of Closing; or

4.2.3 it arises in respect of a sale or other disposal of Marylebone House (or an interest therein) after Closing; or

4.2.4 it would not have arisen but for a transaction entered into or other voluntary act on the part of the Purchaser (at any time) or the Company (after Closing) which is neither (a) in the ordinary course of the Company's business (as carried on at Closing), (b) pursuant to a legally binding obligation entered into before Closing nor (c) at the written request of the Seller; or

4.2.5 it arises as a result of a failure by the Purchaser to comply with any of its obligations under this Agreement; or

4.2.6 it arises in consequence of any change (including, for the avoidance of doubt, any change with retrospective effect) after Closing in any accounting policy or practice adopted by the Company, except where such change was necessary in order to comply with any applicable legal, regulatory, financial reporting, accounting or other requirement in force before Closing; or

4.2.7 the liability to Tax (or cost thereof) has been borne by a person other than the Company or the Purchaser at no cost or loss to the Purchaser or the Company; or

4.2.8 it arises by reason of a voluntary disclaimer after Closing by the Company otherwise than at the request of the Seller under paragraph 6 of the whole or part of any Relief to which it is entitled or by reason of the revocation after Closing by the Company otherwise than at the request of the Seller under paragraph 6 of any claim for Relief.

4.3 The limitations in paragraph 4.2 shall also apply to costs and expenses within paragraph 1.2 of part 3, reading references in paragraph 4.2 to Liability to tax as references to costs and expenses. In addition, the Seller shall not be liable in respect of any Tax Claim in respect of any costs and expenses within paragraph 1.2 of part 3 to the extent that such costs and expenses have been taken into account in reducing a payment repayment under paragraph 1 or 2 of this part 4.

5 Conduct of Tax Demands

5.1 If any Tax Demand is received by or comes to the notice of the Purchaser or the Company or the Purchaser becomes aware of any other matter which could give rise to a Tax Claim the Purchaser shall, as soon as reasonably practicable, give or procure to be given to the Seller written notice thereof. If any Tax Demand is received by or comes to the notice of the Seller, the Seller shall, as soon as reasonably practicable, give the Purchaser notice of the Tax Demand.

5.2 As regards any Tax Demand, at the request in writing of the Seller, the Purchaser shall procure that the Company concerned shall take such action as the Seller may reasonably and promptly request to dispute, appeal or compromise the relevant liability to Tax but subject to the Purchaser and the Company being indemnified to their reasonable satisfaction by the Seller against all losses, costs, damages and expenses which may be
incurred as a result (including, for the avoidance of doubt and without limitation, any Tax that has to be paid before a Tax Demand can be appealed) provided that:

6.2.1 The Purchaser shall not be required to delegate, or to procure that the Company delegates, the conduct of such action to the Seller;

6.2.2 the Purchaser shall not be required to make or procure that the Company makes a formal appeal to any tribunal, court, appellate body or judicial authority unless the Seller, at its own expense and after disclosure of all relevant information and documents, obtains and delivers to the Purchaser an opinion from appropriate counsel, who has been approved for the purpose by the Purchaser (such approval not to be unreasonably withheld or delayed) and who has specialised in relevant Tax matters for a minimum of ten years, that the appeal will, on the balance of probabilities, be successful;

6.2.3 neither the Purchaser nor the Company shall be required by this paragraph 5 to take any action (a “Relevant Action”) which is materially different from the action that would have been taken by or on behalf of the Seller or the Company in relation to the Tax Demand had there been no change of ownership of the Company, on the assumption that the cost of taking the Relevant Action would have been weighed against the likely consequences of the Relevant Action (including, but not limited to, Tax, financial and reputational consequences), judging such consequences in a reasonable and economically balanced way and also on the assumption that the same business continues to be carried on by the Company;

6.2.4 no material written communication pertaining to the Tax Demand shall be sent to the relevant Tax Authority without the prior written approval of the Seller (such approval not to be unreasonably withheld or delayed);

6.2.5 the Purchaser shall not be required to take or procure that the Company takes any action which the Purchaser reasonably considers will or may be onerous or prejudicial to the Purchaser or the Company.

5.3 The Purchaser or the Company shall, without reference to the Seller, be entitled to admit, compromise, settle, discharge or otherwise deal with a Tax Demand on such terms as it may, acting reasonably, think fit and without prejudice to any right or remedy under this schedule or this Agreement:

5.3.1 if the Seller has not made the request and provided the indemnity referred to in paragraph 5.2 by the date being ten Business Days prior to the last date on which an appeal may be made against the liability to Tax to which the Tax Demand relates provided that the Seller has had notice and a written reminder of the Tax Demand;

5.3.2 upon the expiry of any period prescribed by applicable legislation for the making of an appeal against either the Tax Demand in question or the decision of any court or tribunal in respect of any such Tax Demand, as the case may be;

5.3.3 if any action or other step is taken or legal proceedings are started to put the Seller into liquidation, administration or receivership or to enter into arrangements with its creditors pursuant to part I Insolvency Act 1986.

5.4 The Purchaser shall procure that the Seller and its duly authorised agents are (on reasonable notice in writing to the Purchaser) afforded such reasonable access to the
books, accounts, personnel, correspondence and documentation of the Company and such other reasonable assistance as may be reasonably required to enable the Seller to exercise its rights under this paragraph 5.

6 Filing of Tax returns

6.1 Subject to the provisions of paragraph 5 and this paragraph 6, the Purchaser shall procure that to the extent that the liability of the Seller under part 2 of this Schedule or the right of the Seller to payment, set-off or credit under this Schedule may be affected:

6.1.1 the Seller is kept fully informed of the progress of all matters relating to the Taxation affairs of the Company relating to periods beginning on or before Closing;

6.1.2 the Seller receives copies of, or the relevant extracts from, all material correspondence to, or from, any Tax Authority and all notes of any material meetings or calls with any Tax Authority insofar as it is relevant to the matters referred to in paragraph 6.1.1 above;

6.1.3 the Seller receives for its or its agents’ review and comment drafts of, or relevant extracts from, any all computations and returns relating to Taxation, claims, elections, surrenders, disclaimers, statements, notices and consents for Taxation purposes and material correspondence ("Tax Documents") relating to the taxation affairs of the Company for periods beginning on or before Closing which the Purchaser proposes are to be submitted to a Tax Authority. If a time limit applies in relation to the submission of any such Tax Document, the Purchaser shall ensure that the Seller receives such drafts within a sufficient period before the expiry of the time limit so as to provide the Seller and/or its agents with a reasonable opportunity to review and comment upon the same;

6.1.4 any reasonable written comments of the Seller in relation to the Tax Documents referred to in paragraph 6.1.3 are adopted (but only to the extent that the liability of the Seller under part 2 of this Schedule or the right of the Seller to payment, set-off or credit under this Schedule are reasonably likely to be affected by such documents); and

6.1.5 the Seller is kept fully informed and is consulted fully in relation to the matters referred to in paragraph 6.1.1 above and any reasonable written comments of the Seller are taken into account in respect of such matters to the extent that the liability of the Seller under part 2 of this Schedule or right to payment, set-off or credit under this Schedule may be affected.

6.2 The Seller shall procure that the Purchaser and its duly authorised agents are (on reasonable notice in writing to the Seller) afforded such reasonable access (during normal working hours) to the books, accounts, correspondence and documentation of the Seller or as are in the possession of the Seller or their agents and such other reasonable assistance as may be reasonably required to enable the Purchaser to discharge its obligations or exercise its rights under this paragraph 6.

6.3 This paragraph 6 shall operate without prejudice to the provisions of paragraph 5 of this part.
7 VAT

The parties acknowledge that the Company has paid an amount of £1,000,000 in respect of United Kingdom VAT to Carmen in respect of the Carmen Lease Surrender. The Purchaser shall procure that the Company uses best endeavours to recover such VAT by way of credit or repayment from HM Revenue and Customs and takes such action as may reasonably be requested by the Seller in connection therewith. Within 3 Business Days of credit or repayment being obtained in respect of the VAT, the Purchaser shall, by way of additional consideration for the sale of the Share, pay or procure the Company to pay (at the direction of the Seller on behalf of the Beneficiary) to Carmen an amount equal to the credit or repayment obtained less the costs of recovery.
Schedule 7
Marylebone Title deeds and occupational lease documents

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Schedule 8
Replies to Enquiries
Tenancy Schedule

Particulars of Leases and Licences to which the Property is subject

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