

## NATIONAL SECURITIES MARKET COMMISSION (CNMV)

In accordance with the provisions of article 17 of Regulation (EU) No. 596/2014, of April 16, 2014, on market abuse, in article 228 of the consolidated version of the Spanish Securities Act and other development regulations, by this Minor International Public Company Limited (**MINT**) and Oceanwood Capital Management Limited (**Oceanwood**) communicate and make public the following:

### RELEVANT FACT

As of May 22, 2018, MINT, through its 100% subsidiary MHG International Holding (Singapore) Pte. Ltd. has agreed to acquire from funds managed by Oceanwood (the **Oceanwood Funds**) 30,000,000 shares of NH Hotel Group, S.A. ("NH") representing 8.6% of the current share capital of NH, through a share sale and purchase agreement (the "**Purchase Agreement**"), whose execution is scheduled to take place on June 1 and on June 12, 2018. After the execution of the Purchase Agreement and together with the shares currently owned by MINT, MINT will have a stake in NH of 9.7% of the current share capital of NH (8.6% of the share capital post-conversion, assuming full conversion of the convertible bonds of NH currently in circulation, according to the relevant fact published by NH on May 9, 2018).

Additionally, after execution of the Purchase Agreement and as a consequence of the conversion of all convertible bonds of NH hold by the Oceanwood Funds, the Oceanwood Funds will have a stake in NH of 9.5% of the share capital post-conversion, assuming full conversion of all the convertible bonds of NH currently in circulation.

Clause 8 of the Purchase Agreement includes commitments that are recognized as shareholders agreement of those described in article 530 of the Capital Companies Act.

Clause 8 of the Purchase Agreement will be placed in the Mercantile Registry of Madrid in compliance with the provisions of article 531.2 of the Capital Companies Act.

A copy of said clause 8 of the Purchase Agreement is attached as an Annex.

May 22, 2018

### Minor International Public Company Limited

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Mr. Stephen Andrew Chojnacki

### Oceanwood Capital Management Limited

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Mr. Richard John Timms

For more information about Minor, contact Aida Prados ([aprados@estudiodecomunicacion.com](mailto:aprados@estudiodecomunicacion.com); +34 91 576 52 50).

## Annex

### COPY OF CLAUSE 8 OF THE PURCHASE AGREEMENT

#### **8. Exclusivity right and Oceanwood's additional undertakings**

During the twelve (12) month period following the execution of this Agreement (the "**Exclusivity Period**") Oceanwood:

- (i) Grants Minor an exclusivity right to negotiate the potential purchase of the Additional Oceanwood Shares, or any other shares or securities of Target that may be held by Oceanwood at any time during the Exclusivity Period representing up to a maximum of 10% of the share capital of the Target on a fully diluted basis (the "**Exclusivity Shares**"). During the Exclusivity Period, Oceanwood shall not (and shall use its best efforts to procure that companies within its Group or managed by Oceanwood Capital Management Limited shall not, and shall use its best efforts to procure that its affiliates, officers, employees, directors and representatives and its and their respective investment bankers and advisers, in that capacity, shall not), solicit, initiate or take any action to facilitate or encourage any offers, inquiries or proposals from, or disclose information to, afford any access to, negotiate or participate in discussions with, enter into any agreement, arrangement or understanding with respect to the Exclusivity Shares or otherwise assist any person different from Minor in connection with any proposal or transaction other than the one contained herein in relation to the Exclusivity Shares or any shares or securities in Target resulting from the ownership of the Exclusivity Shares, other than in favour of Minor, or Minor affiliated companies.

*A breach by Oceanwood of the Exclusivity right set forth above, shall be subject to the same penalty clause as included in clause 4 above, but referred to the Exclusivity Shares.*

- (ii) Pursuant to (i) above, and as long as Oceanwood is a shareholder of the Target, Oceanwood undertakes to attend (or duly delegate its attendance) Target's General Shareholders Meeting, as well as to attend (or duly delegate its attendance) any other Extraordinary or Ordinary General Shareholders Meeting that might be called by Target's Board of Directors, and make its best efforts to ensure the Oceanwood nominated Director attends the relevant Board of Directors of Target's meetings, in order to pass any resolutions which might be deemed necessary or convenient to facilitate the successful outcome and execution of the transaction envisaged in this Agreement, and to vote (and make its best efforts to procure the Oceanwood representative at the Target's Board votes), except when impeded due to a conflict of interests or to any legal restriction: (y) in favor of any necessary or convenient corporate resolutions for the transaction to take place (or cause their representatives to vote, if applicable) or for Minor's nominees to be appointed as Directors of the Target in proportion to Minor's then held stake in the Target; and (z) against any corporate resolutions or other actions that are intended, or could reasonably be expected, to impede, interfere with, delay, postpone or adversely affect the transaction.

*The Parties hereby expressly acknowledge and accept that they may not be deemed as acting in concert with regards to the Target by virtue of any express or tacit agreement among them other than with regards to the undertakings regarding Oceanwood's stake in the Target under (i) and (ii) above.*