

COMISIÓN NACIONAL DEL MERCADO DE VALORES

De conformidad con lo previsto en el artículo 17 del Reglamento (UE) nº596/2014, de 16 de abril de 2014, sobre el abuso de mercado, en el artículo 228 del texto refundido de la Ley del Mercado de Valores y demás normativa de desarrollo, por la presente Minor International Public Company Limited (*MINT*) y Oceanwood Capital Management Limited ("**Oceanwood**") comunican y hacen público el siguiente:

HECHO RELEVANTE

MINT, con fecha 22 de mayo de 2018, a través de su filial 100% MHG International Holding (Singapore) Pte. Ltd., ha acordado adquirir de fondos gestionados por Oceanwood (los "**Fondos Oceanwood**"), 30.000.000 acciones de NH Hotel Group, S.A. ("**NH**"), representativas del 8,6% del capital social actual de NH, a través de un contrato de compraventa de acciones (el "**Contrato de Compraventa**"), cuya ejecución está prevista tenga lugar los días 1 y 12 de junio de 2018. Tras la ejecución del Contrato de Compraventa y junto con las acciones de las que actualmente es titularidad, MINT tendrá una participación en NH del 9,7% de su capital social actual (8,6% del capital social post conversión, asumiendo la conversión de la totalidad de los bonos convertibles de NH actualmente en circulación, según el hecho relevante comunicado por NH en fecha 9 de mayo de 2018).

Asimismo, tras la ejecución del Contrato de Compraventa y como consecuencia de la conversión de la totalidad de los bonos convertibles de NH de los que son titulares los Fondos Oceanwood, estos tendrán una participación del 9,5% de su capital social post conversión, asumiendo la conversión de la totalidad de los bonos convertibles de NH actualmente en circulación.

El Contrato de Compraventa incluye en su cláusula 8 compromisos que tienen la consideración de pacto parasocial de los descritos en el artículo 530 de la Ley de Sociedades de Capital.

La cláusula 8 del Contrato de Compraventa será depositada en el Registro Mercantil de Madrid en cumplimiento de lo previsto en el artículo 531.2 de la Ley de Sociedades de Capital.

Se adjunta como **Anexo** copia de dicha cláusula 8 del Contrato de Compraventa.

Lo que se comunica a los efectos oportunos.

22 de mayo de 2018

Minor International Public Company Limited

Don Stephen Andrew Chojnacki

Oceanwood Capital Management Limited

Don Richard John Timms

Para más información sobre Minor, contactar con Aida Prados (aprados@estudiodecomunicacion.com; +34 91 576 52 50)

ANEXO

COPIA DE LA CLÁUSULA 8 DEL CONTRATO DE COMPRAVENTA

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.