

COMISIÓN NACIONAL DEL MERCADO DE VALORES

De conformidad con lo previsto en el artículo 17 del Reglamento (UE) 596/2014, de 16 de abril de 2014, sobre abuso de mercado, en el artículo 228 del texto refundido de la Ley de Mercado de Valores y demás normativa de desarrollo, por la presente Minor International Public Company Limited ("**MINT**"), comunica y hace público el siguiente:

HECHO RELEVANTE

Con fecha de hoy HNA Group Co., Ltd. ("**HNA**") (a través de su filial Tangla Spain, S.L.U. - "**Tangla**") como vendedor y MINT (a través de su filial MHG Continental Holding (Singapore) Pte. Ltd.) como comprador, han suscrito dos contratos de compraventa sobre un total de 98.787.996 acciones de NH Hotel Group, S.A. ("**NH**") (las "**Acciones NH**"), representativas de un 26,468% de su capital social, conforme al siguiente detalle:

- Un contrato de compraventa sobre un total de 65.850.000 acciones de NH, representativas del 17,64% del capital de NH, por el precio de 6,40 Euros por acción, sujeto a que se completen determinados procedimientos convenidos por las partes para la liquidación de la operación y la cancelación de la prenda existente sobre las acciones, de forma que éstas se transmitan libres de cargas al comprador. Con sujeción a lo anterior, la fecha prevista para la ejecución de esta operación es el día 15 de junio de 2018 (el "**Primer Tramo**"); y
- Un contrato de compraventa sobre un total de 32.937.996 acciones de NH, representativas del 8,83% del capital de NH, por el precio de 6,10 Euros por acción, sujeto a la ejecución del Primer Tramo, a la aprobación de la operación por parte de la Junta General de Accionistas de MINT y a la obtención de las autorizaciones preceptivas por parte de las autoridades de competencia correspondientes. Con sujeción a lo anterior, la fecha prevista para la ejecución de esta operación es la semana del 10 al 16 de septiembre de 2018 (el "**Segundo Tramo**").

Asimismo, de conformidad con lo previsto en el artículo 531 de la Ley de Sociedades de Capital, se acompañan de forma literal las cláusulas contenidas en los referidos contratos de compraventa, que incluyen determinados compromisos asumidos por el vendedor y que podrían tener la consideración de un pacto parasocial a efectos de lo establecido en la referida disposición legal.

Lo que se comunica a los efectos oportunos.

5 de junio de 2018.

Minor International Public Company Limited

D. Stephen Chojnacki

EXTRACTO LITERAL DE LAS CLÁUSULAS DE LOS CONTRATOS DE COMPRAVENTA
(versión original en lengua inglesa)

"[...]

"During the period from the date hereof until the earlier of the Completion Date, both included (hereinafter, the "**Interim Period**") and in accordance with the terms and conditions of this Agreement, the Seller undertakes to:

- (i) (a) maintain record and beneficial ownership of the Sale Shares until their transfer to the Buyer; and (b) until the relevant Sale Shares are transferred to the Buyer, keep such Sale Shares free from any lien, proxy, power of attorney, encumbrance, option, preemptive right, contract or other agreement or understanding with respect to any transfer of the Sale Shares or of any interest therein and any restriction to their free transferability, ensuring that that they will carry all full voting and economic rights in favour of the Seller.
- (ii) to attend (or duly delegate its attendance) the Company'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 the Company's Board of Directors, in order to vote in favour of 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, except when impeded due to a conflict of interests or to any legal restriction: (y) in favour of any necessary or convenient corporate resolutions for the Buyer's nominees to be appointed as Directors of the Company in proportion to the Buyer's then held stake in the Company; 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 Company by virtue of any express or tacit agreement among them, and have no agreement with regards to the undertakings regarding the exercise of voting rights of the Seller's stake in the Company other than the undertakings under the preceding paragraph. Other than for that specifically referred to in this clause, the Parties expressly agree that each of the Buyer and the Seller shall be totally free, and not subject to any limitation or restriction, to vote in all the Company's General Shareholders Meeting. The Parties agree that nothing in this Agreement shall be deemed to set down a common policy in relation to the management of the Company, or otherwise constitute a concerted action between the Seller and the Buyer to acquire control of the Company. The Parties agree that if any of the agreements and undertakings of the Seller under this clause would cause the obligation of the Seller and/or the Buyer to make a mandatory public tender offer over the shares of the Company, as per Spanish regulations on mandatory public tender offers, then such agreement, undertaking or obligation shall lack effectiveness and shall be considered excluded from this Agreement without this invalidating of any of the remaining provisions hereof."