

THIS VARIATION OF A SHAREHOLDER AGREEMENT is dated the 17th day of February 2023

Parties

- (1) **The Treasury** (a Department of the Isle of Man Government) of Government Offices, Bucks Road, Douglas, Isle of Man, IM1 3PZ ("**the Shareholder**") and
- (2) **The Manx Development Corporation Limited** (a company incorporated in the Isle Of Man with company number 134406C) whose registered office is situate at Floor 3, 22-24 Victoria Street, Douglas, Isle of Man, IM1 2LE ("**MDC**");

WHEREAS

- (A) The Shareholder and MDC are parties to a Shareholder Agreement dated the 10th day of November 2021 (the Agreement) in order to set out the manner in which MDC's affairs are to be conducted together with the roles and responsibilities of both Parties.
- (B) Clause 9 of the Agreement deals with Important Management Decisions namely MDC will seek the approval of the Shareholder prior to making any of the decisions set out in Clause 9 in particular clause 9.1.2 which requires MDC to seek approval of the Shareholder to "create any mortgage or security interest, lien, or other charge other than any arising by operation of law or prior agreed limits over any of its assets."
- (C) The Shareholder wishes to add for further provisions to the requirements of clause 9.1.2, 9.1.4 and 8.6 to provide clarity and detail as to further matters than will require the approval of the Shareholder.
- (D) The Shareholder and MDC have agreed to vary the Agreement to detail the amendments agreed as set out in this Variation Agreement.
- (E) The Shareholder and MDC wish to amend the Agreement with effect from the date of execution of this Variation Agreement.
- (F) This Variation Agreement is supplemental to the Agreement.

Agreed terms

1. Terms defined in the Agreement

In this Variation Agreement, expressions defined in the Agreement and used in this Variation Agreement have the meaning set out in the Agreement.

2. Variation

2.1 With effect from the date of execution of this Variation Agreement the Parties agree the following amendments to the Agreement:

- (a) The following provisions shall be added to clause 9.1.2 namely:-
- (i) act as agent for the Shareholder in respect of any equity or debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement);
 - (ii) approve any agreement for any new commitments under any debt financing arrangement or transaction (including but not limited to any mortgage, loan, or bank facility agreement);
 - (iii) make any amendment to the terms or provisions of any debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement);
 - (iv) make any individual utilisation request or drawdown under any debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement);
 - (v) agree to the extension in the length or term of any debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement)

(b) The following provisions shall be added to clause 9.1.4 namely;

- (i) approve any increase in the total borrowing amount or total commitments under any debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement);
- (ii) request any increase the amount of any borrowing under any debt financing arrangement or transaction (including but not limited to any mortgage, loan or bank facility agreement);
- (iii) make any repayment of borrowing under any debt financing arrangement or transaction (including but not limited to any mortgage , loan or bank facility agreement).

(c) Clause 8.6 of Agreement shall be varied as follows:-

The final sentence "the systems and policies will be documented as an annex to this agreement before the 31st March 2022" shall be deleted and replaced with the following:-

"The systems and policies will be documented and agreed between MDC and the Shareholder as required during the Term."

2.2 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties have by their duly authorised representative executed this Variation Agreement

Signed by
for and on behalf of the Shareholder



Signed by
for an on behalf of MDC

