

Lisa Osofsky  
Director of the Serious Fraud Office  
2-4 Cockspur Street  
London  
SW1Y 5BS

9 July 2021

Dear Ms Osofsky,

**Deferred Prosecution Agreements between Tetris Projects Limited (TPL) and Bluu Solutions Limited (BSL) (together, the Companies) and the Director of the Serious Fraud Office (the SFO) on 9 July 2021 (together, the Agreements)**

We refer to the Agreements. Terms defined in the Agreements have the same meaning in this letter. The undertakings given in this letter form part of the consideration passing to the SFO on which it has agreed to enter into the Agreements with the Companies.

Jones Lang LaSalle Capital Investments Limited ("JLL CIL"), by its undersigned representative(s) and pursuant to authority granted by JLL CIL's Board of Directors, hereby undertakes for the term of the Agreements:

1. to ensure the performance by BSL of its obligations under its Agreement, including guaranteeing BSL's liability to make payment of:
  - a. a disgorgement of profits in the amount of £466,430, pursuant to Section B of the BSL Agreement; and
  - b. a financial penalty in the amount of £1,527,641, pursuant to Section C of the BSL Agreement

should BSL fail or be unable to do so.

2. to guarantee TPL's liability to make payment of:
  - a. a disgorgement of profits in the amount of £137,997, pursuant to Section B of the TPL Agreement; and
  - b. a financial penalty in the amount of £377,997, pursuant to Section C of the TPL Agreement

should TPL fail or be unable to do so.

3. for the term of the Agreements, not to sell, merge, or transfer all or substantially all of BSL's business operations as they exist at the date of the Agreements without the written consent of the SFO;
4. not to make, and not authorise its present or future lawyers, officers, directors, employees, agents, its subsidiaries or shareholders or any other person authorised to speak on its behalf to make, any public statement contradicting the matters described in the Statement of Facts. The decision whether any public statement by any such person contradicts a matter described in the Statement of Facts and/or is to be imputed to JLL CIL are matters which lie within the sole discretion of the SFO. If the SFO determines that a public statement by any such person contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify JLL CIL, and JLL CIL may, by publicly repudiating such statement(s) within five business days after notification, avoid the SFO applying to the court for a finding that the Companies have breached the Agreements. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of JLL CIL in the course of any criminal, civil, or regulatory proceedings instituted against or by the said individual, unless such individual is speaking on behalf of JLL CIL; and
5. if it or its subsidiaries proposes to issue a press release or issues any other public statement (or if it becomes aware that any other corporate entity within the JLL Group proposes to issue such a press release or statement) in connection with this Agreement, to first consult with the SFO, no less than two working days prior to release, to determine (a) whether the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO, JLL CIL, and the Companies, and (b) whether the SFO has any objection to the release. If any objection is notified by the SFO, JLL CIL will endeavour to ensure that the notice or statement is not released until its terms have been agreed with the SFO, such agreement not to be unreasonably withheld. In particular no such press release or statement shall contain any reference to, or comment upon, any current criminal proceedings in respect of any of the matters contained within the Statement of Facts unless the same has been notified to the SFO in advance and the SFO has communicated in writing that it has no objection, such objection not to be unreasonably maintained. This paragraph does not apply to any non-public disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall remain subject to the terms of paragraph 4. If JLL CIL believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with this Agreement on a timetable that precludes it from complying with this paragraph, it shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which it believed required such a press release or public statement to be issued without complying with this paragraph.

Nothing in this document is intended to derogate from JLL CIL's rights to raise any defences or assert affirmative claims in any civil, regulatory or criminal proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraph 4 above. Moreover, nothing in this document is intended to require JLL CIL to produce documents or information protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, or to require JLL CIL to procure the Companies to do so.

JLL CIL acknowledges that its undertakings set forth above do not absolve the Companies of any of the Companies' obligations under the Agreements, and that if, during the Term of the Agreements,

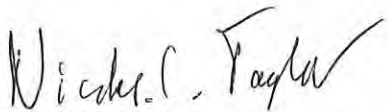
the SFO believes that the Companies have failed to comply with any of those obligations, whether because of a failure of JLL CIL to comply with the undertakings above or otherwise, the SFO may proceed as described in paragraph 29 of the Agreement with BSL and paragraph 34 of the Agreement with TPL.

This undertaking sets forth all the terms of the agreement between JLL CIL and the SFO. No amendments, modifications, or additions to this undertaking shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of JLL CIL.

This undertaking is governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this undertaking (including a dispute regarding the existence, validity or termination of this undertaking or relating to any non-contractual or other obligation arising out of or in connection with this undertaking or its formation).

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,



Nicolas Taylor Company Solicitor  
For and on behalf of Jones Lang LaSalle Capital Investments Limited