

Bid Submission Form
Cambridge Nanotherm Limited Intellectual Property Assets

Date: _____

Name of Company/Buyer: _____

Buyer VAT Number (if applicable): _____

Address: _____

Primary Contact Name: _____

Email Address: _____ Phone Number: _____

Please complete this form when submitting your bid to acquire some or all of the intellectual property assets (the “IP Assets”) of Cambridge Nanotherm Limited (collectively “Nanotherm” or the “Company”).

This form is being provided for convenience purposes to assist parties (each, a “Buyer”) interested in submitting a bid for some or all of the IP Assets as listed on the Hilco Streambank webpage: <https://www.hilcostreambank.com/acquisition-opportunities>.

1. Important Date

The offer deadline is Thursday, August 8, 2019 at Noon BST (the “Offer Deadline”).

2. Due Diligence

Additional information is available on request from Hilco Streambank who are working in conjunction with Smith & Williamson LLP and the Company to market the IP Assets. Access to the additional information is being provided to parties executing an approved non-disclosure agreement (“NDA”). To receive the additional information, please contact one of the following Hilco Streambank representatives:

Name	E-Mail	Phone
Jack Gillespie	igillespie@hilcoglobal.eu	+44 141 4718 629
Nat Baldwin	nbaldwin@hilcoglobal.eu	+44 141 4063 197

3. The IP Assets & Purchase Price

PLEASE FILL IN BELOW TO INDICATE YOUR BID DETAILS.

IP Assets	Bid Amount
	£

4. Deposit

Buyer is required to make a cash deposit in an amount of twenty percent (20%) of the proposed purchase price contemplated by your bid within 48 hours of bid acceptance.

5. Legal Representative

The Buyer's legal representative for this case is _____.

6. Proof of Funds

Proof of funds must be provided in conjunction with this Bid Submission Form on or before the Offer Deadline in order to be considered a qualified bid, in the sole discretion of the Company (a "Qualified Bid"). Proof of funds should consist of a letter from funding sources, an authorised officer of Buyer indicating adequate financial resources to close the transaction, or a bank statement.

The financial wherewithal requirements set forth above can be waived in the discretion of Company.

7. Other Bid Submission Procedures

The Company reserve the right to accept a bid for some or all of the IP Assets without an auction or further solicitation of further bids, to extend the Offer Deadline or to withdraw any or all of the IP Assets from the sale in its sole discretion. Accordingly, parties are encouraged to submit their highest and best bid for the IP Assets. In the event that the Company determine to solicit additional bids, notice of such determination may be limited to parties who have submitted a Qualified Bid.

8. Buyer Acknowledgment

By submission of this form, Buyer acknowledges that its bid is a duly authorized non-contingent bid for purchase of the specified IP Assets, not subject to any further diligence or contingent on any financing. Buyer further acknowledges Buyer (a) has had an opportunity to conduct due diligence regarding the IP Assets prior to making its bid and does not require further due diligence, (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or IP Assets in making its bid, and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever whether express, implied, by operation of law, or otherwise, regarding the IP Assets, or the accuracy or completeness of any information provided in connection therewith. The Company reserve the right to accept or reject any bid and/or withdraw any or all of the IP Assets from the sale. All bids shall remain open and irrevocable until and unless the Company select the successful bid. Buyer further acknowledges that, to the extent that it is the winning bidder, any IP Assets it acquires will be delivered and accepted by the Buyer **AS IS, WHERE IS** and **WITH ALL FAULTS**, and that such sale will be made **WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY; WITHOUT REPRESENTATION OF ANY KIND OR NATURE; AND WITHOUT RECOURSE**. Buyer further acknowledges that Buyer has read, understood, and accepted the Terms and Conditions referenced in section 9 of this Bid Submission Form.

9. Key Terms and Conditions

The bidder acknowledges that Hilco acts as an agent for the client who offer for sale only what right, title and interest the Company possesses in the IP Assets. The information provided has not been verified by Hilco or the Joint Administrators of the Company and bidders are deemed to have carried out their own due diligence of the IP Assets.

A non-refundable deposit of 20% will be payable by the buyer within 48 hours of bid acceptance. VAT at 20% will be added to the price. Hilco Streambank's full Terms and Conditions for this sale apply.

Bid Submitted on Behalf of:

Company / Buyer Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____