

Company No. 05738643

ARORA HEATHROW INVESTMENTS LIMITED

(the "Company")

Date: 30 March 2017

We, the undersigned, being the holder of all the issued shares in the capital of the Company and the only member of the Company who, at the date of these resolutions is entitled to attend and vote at shareholders' meetings of the Company, pass the following resolutions and agree that the said resolution shall, pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act") for all purposes, be as valid and effective as if the resolutions at paragraph 1 below had been passed as ordinary resolutions and the resolutions at paragraph 2 below had been passed as special resolutions each at a shareholders' meeting of the Company duly convened and held.

For the purpose of these resolutions, terms and expressions defined in the Amendment Agreement (as defined below) or in the Facility Agreement (as defined below, as proposed to be amended and restated by the Amendment Agreement) shall have the same meaning in these resolutions, unless otherwise defined herein or unless the context otherwise requires.

ORDINARY RESOLUTION

1 THAT:

1.1 the entry by the Company into the following documents, whether in the form reviewed by us or with such variations or amendments (if any) as any person(s) authorised by the directors of the Company to approve such variations or amendments in his/her/their sole and absolute discretion as they think fit may approve, (together, the "**Documents**") be and is hereby approved for all purposes:

1.1.1 an accession deed in relation to the Facility Agreement and the Intercreditor Agreement and to be entered into by the Company and the Parent Borrower and addressed to the Agent (the "**Accession Deed**");

1.1.2 an amendment agreement (the "**Amendment Agreement**") to be entered into between, among others, APH Limited (as Parent Borrower), the Company (as Additional Security Provider) and Santander UK PLC as Agent and Security Trustee which amends and restates a facility agreement originally dated 13 August 2008 (as amended and restated from time to time) and originally made between (1) AIBJerseytrust Limited as trustee of The Arora Family Trust No. 4 (as Parent Borrower), (2) the persons listed in Part II of Schedule 1 thereto as Borrowers, (3) the persons listed in Part II of Schedule 1 thereto as Guarantors, (4) The Governor and Company of the Bank of Ireland, AIB Group (UK) P.L.C. and Abbey National Treasury Services plc (as Mandated Lead Arrangers), (5) The Governor and Company of the Bank of Ireland, AIB Group UK P.L.C. and Abbey National Treasury Services plc (as Lenders), (6) The Governor and Company of the Bank of Ireland (as Agent), (7) The Governor and Company of the Bank of Ireland (as Security Trustee) and (8) the Hedge Counterparties named therein, which expressions shall include any transferees, successors and assigns (permitted under the terms of the Facility Agreement) in such capacity (the "**Facility Agreement**");

1.1.3 a supplemental legal mortgage to be entered into between the Company and the Security Trustee in relation to the Sealand Road Portfolio Property (the "**Supplemental Mortgage**");

1.1.4 a debenture to be entered into between, among others, the Company and Santander UK PLC as the security trustee (the "**Debenture**");

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- 1.1.5 a duty of care agreement to be entered into between the Company as owner of a property, Arora Management Services Limited as Managing Agent, the Obligors and the Security Trustee (the "**Duty of Care Agreement**");
- 1.1.6 a property management agreement to be entered into between the Managing Agent, the Company and certain of the other Obligors (the "**Property Management Agreement**");
- 1.1.7 a certificate of the Company to be signed by a director of the Company addressed to the Agent (as defined in the Facility Agreement) for the purpose of schedule 2 (*Conditions Precedent*) to the Amendment Agreement.
- 1.2 the entry into by the Company of any other documents or instruments (together the "**Ancillary Documents**") which any person(s) authorised by the directors of the Company to enter into the same on behalf of the Company may in his/her/their sole and absolute discretion consider to be necessary or desirable in connection with any of the Documents and/or the transactions contemplated by the Documents (together the "**Transactions**"), and the taking of such actions and steps and giving of such notices or instructions on behalf of the Company as any person(s) authorised by the directors of the Company to take or give the same may in his/her/their sole and absolute discretion consider to be necessary or desirable in connection with the Documents, the Ancillary Documents and/or the Transactions (together, the "**Actions**"), be and is hereby approved for all purposes;
- 1.3 the terms of, the arrangements and transactions contemplated by, and the performance by the Company of the Actions are in the best interests of and to the benefit of the Company and for the benefit of its members and the same be approved and authorised for all purposes;
- 1.4 any act done or document executed pursuant to the foregoing resolution shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the directors of the Company contained in or incorporated by reference in the Company's articles of association (any such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolution); and
- 1.5 all prior or proposed acts or omissions of any director of the Company in connection with the Documents, the Ancillary Documents and the Actions and otherwise in connection with the Transactions including (without limitation) executing or authorising the execution on behalf of the Company of those Documents or Ancillary Documents to which it is proposed the Company be a party and the taking or authorising the taking of the Actions, be and are hereby authorised and ratified for all purposes.

SPECIAL RESOLUTION

2. **THAT:** the articles of association of the Company be altered by Article 5 being renumbered as Article 5.1; and the addition of Article 5.2 as follows:

"(5.2) Notwithstanding articles 4.1 or 5.1 above, the directors shall not decline to register any transfer of shares (whether or not fully paid), nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or*
- (b) is delivered to the company for registration by a Secured Party in order to perfect its security over the shares; or*
- (c) is executed by a Secured Party pursuant to the power of sale or other powers conferred by or pursuant to such security or by law,*

and furthermore, notwithstanding anything to the contrary contained in these articles, no transferor of any shares in the company or proposed transferor of such shares to a Secured Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

For the purposes of this article, "**Secured Party**" means any bank or financial institution or trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets and to which a security interest has been granted over the shares in the company, or any nominee, receiver or other entity acting on its behalf."

Agreement to written resolutions

Corporate member

Signed by ΑΓΓΟΣ ΥΠΑΝΙΣ
Duly authorised signatory for and on behalf of
ARORA HEATHROW HOLDINGS LIMITED

Signature.....

Date: 30 MARCH 2017

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. If returning this document by hand or post, please send it to the registered office of the Company.
If you do not agree with the Resolutions you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless sufficient agreement for the Resolutions to be passed has been received by the date 28 days after the circulation date referred to above, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.
- 5 A copy of this Resolution was sent to the Company's auditors on the circulation date referred to above pursuant to section 502(1) of the Companies Act 2006.