

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN SHAREHOLDER RESOLUTION

of

MILLHARBOUR GP B2 LIMITED

(Company No. 10527548)

(the "**Company**")

Circulation Date: 13th January 2022

Written Resolutions of the sole shareholder of the Company pursuant to section 288 of the Companies Act 2006 (the "Resolutions")

The Company is entering into the Documents (as defined below) in its own capacity. Furthermore, the Company is entering into Documents in its capacity as a general partner of Millharbour C Limited Partnership (the "**Limited Partnership**").

It is proposed that the Company will enter into a £170,000,000 facility agreement between, amongst others, Millharbour Trustee 1 Limited and Millharbour Trustee 2 Limited acting as joint trustees of the Millharbour Holding Unit Trust (as "**Holding Unit Trust**"), Millharbour Trustee 1 Limited and Millharbour Trustee 2 Limited acting as joint trustees of Millharbour Sub Unit Trust C, Millharbour Sub Unit Trust B2 and Millharbour Sub Unit Trust B3 (each a "**Borrower**"), the Company acting as the general partner of the Limited Partnership, Millharbour GP B2 Limited acting as the general partner of Millharbour B2 Limited Partnership, Millharbour Trustee 1 Limited and Millharbour Trustee 2 Limited (each a "**Trustee**"), Millharbour GP C Limited and Millharbour GP B2 Limited (each a "**General Partnership**"), Millharbour Nominee C Limited and Millharbour Nominee B2 Limited (each a "**Nominee**"), GS Millharbour Holdco Limited (the "**Holdco**"), Investec Bank Plc (as "**Arranger**"), the financial institutions listed in Part 6 of Schedule 1 of the Facility Agreement (as "**Original Lenders**") and Investec Bank Plc (as "**Agent**" and "**Security Agent**") (the "**Facility Agreement**") to be used to refinance the Existing Financial Indebtedness (as defined in the Facility Agreement) and to discharge fees, costs and expenses incurred in connection with the entry into the Facility Agreement.

Pursuant to the Facility Agreement the Company and the Limited Partnership would be required to enter into certain other documents.

Pursuant to the Facility Agreement Millharbour Nominee C Limited (registered number 10527701), a wholly owned subsidiary of the Company (the "**Subsidiary**") would also be required to enter into certain other documents.

The Company (in its own capacity, in its capacity as general partner of the Limited Partnership and in its capacity as joint trustee of certain land) is required to enter into a security agreement, governed by English law, in favour of the Security Agent (the "**Security Agreement**") pursuant to the terms of the Facility Agreement pursuant to which the Company would grant security over its assets.

The Company (in its own capacity and in its capacity as general partner of the Limited Partnership) is further required to enter into a subordination agreement between the Subordinated Creditor, the Obligors and the Security Agent (the "**Subordination Agreement**").

The Company is further required to enter into a duty of care agreement between the Greystar Europe Holdings Ltd as property manager, the Company acting as the general partner of Millharbour C Limited Partnership, Millharbour Nominee C Limited as nominee of Millharbour C Limited Partnership, Millharbour GP B2 Limited and Millharbour Nominee B2 Limited acting as general partner and nominee (respectively) of the Millharbour B2 Limited Partnership, Millharbour Trustee 1 Limited and Millharbour Trustee 2 Limited as trustees of Millharbour Sub Unit Trust B3, and the Security Agent (the "**Duty of Care Agreement**").

In accordance with section 288 of Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**") we, being the sole eligible member of the Company (as defined in section 289 of the Act), irrevocably agree that resolutions 1, 2 and 3 are passed as ordinary resolutions of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership).

Terms not otherwise defined herein shall bear the same meanings as in the Facility Agreement.

ORDINARY RESOLUTIONS

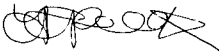
1. THAT the Company (in its own capacity and in its capacity as general partner of the Limited Partnership) enters into the Documents (as defined below) and all transactions contemplated by the Documents (as defined below), in so far as they involve the Company (in its own capacity and in its capacity as general partner of the Limited Partnership), be and are hereby approved as being in the best interests, and to the benefit, of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership) together with all steps necessary or expedient for the implementation of such transactions, and the directors of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership) are hereby directed to take such steps as are necessary or expedient for the implementation of the same.
2. THAT it is in the best interests of and to the benefit (commercial and otherwise) of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership) to enter into the following documents (together, the "**Documents**"):
 - A. the Facility Agreement;
 - B. the Security Agreement;
 - C. the Subordination Agreement;
 - D. the Duty of Care Agreement;
 - E. a director's certificate addressed to the Agent executed by a director of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership), certifying various facts in relation to the Company (in its own capacity and in its capacity as general partner of the Limited Partnership);
 - F. any other document creating, evidencing or to be entered into as security for, or supporting, any of the Secured Liabilities; and
 - G. any other document to be designated as a Finance Document by the Agent and the Borrowers.
3. THAT the completion of the transactions referred to in resolutions 1 and 2, and the execution, delivery and performance by the Company (in its own capacity and in its capacity as general

partner of the Limited Partnership) of and the subsequent exercise of rights in relation to the Documents and the doing of all things necessary or desirable in connection therewith is in the best interests of the Company (in its own capacity and in its capacity as general partner of the Limited Partnership) and be and is hereby authorised and approved.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being the only member of the Company entitled to vote on the Resolution on the circulation date of the Resolutions, hereby irrevocably agrees to the Resolutions.

Signed by: Isabel Peacock  (signature)

For and on behalf of: GS Millharbour Holdco Limited

Date: 13th January 2022

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 using one of the following methods:
 - (A) **By Hand:** delivering the signed copy to Adam Callaghan, 15 Finsbury Circus House, Finsbury Circus, London, EC2M 7EB.
 - (B) **Post:** returning the signed copy by post to Adam Callaghan, 15 Finsbury Circus House, Finsbury Circus, London, EC2M 7EB.
 - (C) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Adam Callaghan acallaghan@greystar.com, cc'd Joaquin Munoz de Cote joaquin.munozdecote@greystar.com. Please enter "Millharbour - Written Resolutions of Millharbour GP C Limited" as the subject line.
2. If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.
5. 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.