

WRITTEN RESOLUTION

Company No. 05876680

FIRSTPORT PROPERTY SERVICES NO.5 LIMITED (the "Company")

Written resolution of the Company pursuant to

s.281 and Part 13 Ch 2 Companies Act 2006

Date: 4 April 2019

THURSDAY



A21 *A8440GKU* #174
25/04/2019
COMPANIES HOUSE

In accordance with Part 13 Ch 2 Companies Act 2006, the directors of the Company propose the following written resolutions, which are proposed as ordinary resolutions and special resolutions, as specified below.

WRITTEN ORDINARY RESOLUTION

THAT, in connection with a senior facilities agreement (the "**Senior Facilities Agreement**") proposed to be made between (among others) FirstPort Limited as the company, Knight Square Limited as the parent (the "**Parent**"), the entities listed therein as guarantors, (i) Pemberton EMMDF II Holdings S.Á R.L., (ii) Pemberton EMMDF II (B) Holdings S.Á R.L., (iii) Pemberton EMMDF II (C) Holdings S.Á R.L., (iv) Pemberton EMMDF II (D) Holdings S.Á R.L. and (v) Pemberton Debt UK Holdings S.Á R.L., and NatWest Markets Plc as mandated lead arrangers, Lucid Agency Services Limited as agent and Lucid Trustee Services Limited as security agent, the members of the Company hereby approve and authorise, for all purposes, the terms of, the arrangements contemplated by, and the execution, delivery and performance by the Company of each of documents listed in schedule 1 attached to these resolutions to which the Company is a party (the "**Documents**").

THAT notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, any one of the directors of the Company, and in the case of any document to be executed as a deed, any two authorised signatories (as defined in section 44(3) of the Companies Act 2006) or any one director in the presence of a witness who attests their signature, be and are hereby empowered, authorised and directed to complete, enter into, execute, deliver and perform the obligations set out in the Documents (in such manner and subject to such amendments, variations and modifications as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document)).

THAT the execution, delivery and performance of the Documents, with such amendments, variations and modifications as any director of the Company may approve in his absolute discretion, will be for the benefit of the Company for the purpose of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole.

THAT the Parent be appointed to act as agent of the Company in connection with the Documents.

AND THAT any act done or document executed pursuant to this resolution shall be valid, effective and binding on the Company.

WRITTEN SPECIAL RESOLUTION

THAT the articles of association be amended by inserting the following and amending any relevant numbering accordingly:

"67. RIGHTS OF SECURED INSTITUTIONS IN RESPECT OF SHARE TRANSFERS

- (1) Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article 67 (to the effect that any provision contained in this article 67 shall override any other provision of these articles), the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

- (a) is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**") (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 Institution or its nominee in order to perfect its security over the shares; or
- (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

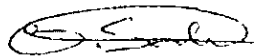
and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid 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 any valuable consideration or otherwise. No present or future lien shall apply in respect of any share, dividend or monies payable in respect of any shares mortgaged, charged or pledged in favour of a Secured Institution."

Agreement to written resolutions

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

The undersigned, the sole member of the Company entitled on the date set out above to vote on the written resolution, hereby irrevocably agrees to the Ordinary Resolution and the Special Resolution.

Signed by Ouda Saleh
(print name of signatory)
for and on behalf of
FIRSTPORT LIMITED

Signature.....

Date: 4 April 2019

SCHEDULE

DOCUMENT	PARTIES
<p>1 The Senior Facilities Agreement</p>	<p> Knight Square Limited (Parent) FirstPort Limited (Company) FirstPort Insurance Services Limited Retirement Homeseach Limited FirstPort Retirement Property Services Limited FirstPort Bespoke Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No.4 Limited FirstPort Property Services No.5 Limited R.C. (Holdings) Limited Retirement Care Group Ltd FirstPort HMF Limited FirstPort Operations PD Limited FirstPort Property Services Scotland Limited Pemberton EMMDF II Holdings S.à r.l. Pemberton EMMDF II (B) Holdings S.à r.l. Pemberton EMMDF II (C) Holdings S.à r.l. Pemberton EMMDF II (D) Holdings S.à r.l. Pemberton Debt Holdings UK S.à r.l. National Westminster Bank Plc Lucid Agency Services Limited Lucid Trustee Services Limited </p>
<p>2 Intercreditor agreement</p>	<p> Knight Square Limited FirstPort Limited FirstPort Insurance Services Limited Retirement Homeseach Limited FirstPort Retirement Property Services Limited FirstPort Bespoke Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No.4 Limited FirstPort Property Services No.5 Limited </p>

		R.C. (Holdings) Limited Retirement Care Group Ltd FirstPort HMF Limited FirstPort Operations PD Limited FirstPort Property Services Scotland Retirement Marketing Services Limited Ferndale Retirement Management Limited FirstPort Investment Properties Limited Pemberton Strategic Credit Holdings S.à r.l. Pemberton EMMDF II Holdings S.à r.l. Pemberton EMMDF II (B) Holdings S.à r.l. Pemberton EMMDF II (C) Holdings S.à r.l. Pemberton EMMDF II (D) Holdings S.à r.l. Pemberton Debt Holdings UK S.à r.l. National Westminster Bank Plc Lucid Agency Services Limited Lucid Trustee Services Limited
3	Debenture	Knight Square Limited FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland Limited FirstPort Bespoke Property Services Limited FirstPort HMF Limited FirstPort Operations PD Limited Retirement Homesearch Limited Retirement Care Group Ltd R.C. (Holdings) Limited FirstPort Property Services No. 5 Limited Lucid Trustee Services Limited

4	Arrangement fee letter - NatWest	Knight Square Limited National Westminster Bank Plc Lucid Agency Services Limited
5	Arrangement fee letter – Pemberton	Knight Square Limited Pemberton Debt Holdings UK S.à r.l. Pemberton EMMDF II (D) Holdings S.à r.l. Pemberton EMMDF II (C) Holdings S.à r.l. Pemberton EMMDF II (B) Holdings S.à r.l. Pemberton EMMDF II Holdings S.à r.l. Lucid Agency Services Limited
6	Agency and Security Agent Fee Letter	Knight Square Limited Lucid Agency Services Limited Lucid Trustee Services Limited
7	Utilisation Request	FirstPort Limited
8	Hedging letter	Knight Square Limited FirstPort Limited Lucid Agency Services Limited
9	Intercompany Loan Agreement	FirstPort Limited Knight Square Limited
10	Parent Intercompany Loan Agreement	Knight Square Limited Knight Midco Limited
11	Report Proceeds Turnover Letter	Knight Square Holdings Limited Knight Square Limited Lucid Agency Services Limited Lucid Trustee Services Limited
12	Notice of Establishment of Ancillary Facility	FirstPort Limited Lucid Agency Services Limited
13	Overdraft Letter	National Westminster Bank Plc Knight Square Limited FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland

		<p>Limited</p> <p>FirstPort Bespoke Property Services Limited</p> <p>FirstPort HMF Limited</p> <p>FirstPort Operations PD Limited</p> <p>Retirement Homesearch Limited</p> <p>Retirement Care Group Ltd</p> <p>FirstPort Property Services No. 5 Limited</p>
14	Stock transfer forms	<p>FirstPort Limited</p> <p>FirstPort Insurance Services Limited</p> <p>FirstPort Retirement Property Services Limited</p> <p>FirstPort Property Services Limited</p> <p>FirstPort Property Services No 2 Limited</p> <p>FirstPort Property Services No. 4 Limited</p> <p>FirstPort Property Services Scotland Limited</p> <p>FirstPort Bespoke Property Services Limited</p> <p>FirstPort HMF Limited</p> <p>FirstPort Operations PD Limited</p> <p>Retirement Homesearch Limited</p> <p>Retirement Care Group Ltd</p> <p>R.C. (Holdings) Limited</p> <p>FirstPort Property Services No. 5 Limited</p> <p>R.C. Housing Limited</p>
15	Share certificates	<p>FirstPort Limited</p> <p>FirstPort Insurance Services Limited</p> <p>FirstPort Retirement Property Services Limited</p> <p>FirstPort Property Services Limited</p> <p>FirstPort Property Services No 2 Limited</p> <p>FirstPort Property Services No. 4 Limited</p> <p>FirstPort Property Services Scotland Limited</p> <p>FirstPort Bespoke Property Services Limited</p> <p>FirstPort HMF Limited</p> <p>FirstPort Operations PD Limited</p>

		Retirement Homesearch Limited Retirement Care Group Ltd R.C. (Holdings) Limited FirstPort Property Services No. 5 Limited R.C. Housing Limited
16	Notice to Account Bank	FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland Limited FirstPort Bespoke Property Services Limited FirstPort HMF Limited FirstPort Operations PD Limited Retirement Homesearch Limited Retirement Care Group Ltd R.C. (Holdings) Limited FirstPort Property Services No. 5 Limited
17	Notice to Insurers	FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland Limited FirstPort Bespoke Property Services Limited FirstPort HMF Limited FirstPort Operations PD Limited Retirement Homesearch Limited Retirement Care Group Ltd R.C. (Holdings) Limited FirstPort Property Services No. 5

		Limited
18	Formalities Certificate	<p> Knight Square Limited FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland Limited FirstPort Bespoke Property Services Limited FirstPort HMF Limited FirstPort Operations PD Limited Retirement Homeseach Limited Retirement Care Group Ltd R.C. (Holdings) Limited FirstPort Property Services No. 5 Limited </p>
19	Group Accounts Agreement	<p> National Westminster Bank Plc Knight Square Limited FirstPort Limited FirstPort Insurance Services Limited FirstPort Retirement Property Services Limited FirstPort Property Services Limited FirstPort Property Services No 2 Limited FirstPort Property Services No. 4 Limited FirstPort Property Services Scotland Limited FirstPort Bespoke Property Services Limited FirstPort HMF Limited FirstPort Operations PD Limited Retirement Homeseach Limited Retirement Care Group Ltd </p>

NOTES

Procedures for signifying agreement

1. You can choose to agree to all of the resolutions or none of them but you cannot agree to some only of the resolutions. If you agree to the resolution, please signify your agreement by signing and dating this document where indicated above and returning it to the Company using one of the methods set out below.

- **By Post:** return the signed and dated copy by post to Matthew Gray, Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT.
- **By Email:** send an email to matthew.gray@macfarlanes.com stating that you agree to the resolutions and stating your name.

If you do not agree to the resolution, you do not need to do anything. You will not be deemed to agree if you do not reply.

2. Only the email address given above, and no other electronic address given in this document or in any accompanying document, may be used to send any document or information relating to the written resolution. The electronic address given above may only be used for the purposes specified.

Period for agreeing to written resolution

3. Unless, by the expiration of 28 days from the date of circulation of this resolution, sufficient agreement has been received for the written resolution to be passed, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or on that date. Your agreement will be ineffective if received after that date.

Other

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.