

HGIT COVENTRY LIMITED ("Company")

WRITTEN RESOLUTIONS: CIRCULATED ON 15 OCTOBER 2021 ("CIRCULATION DATE")

Note: This document is important and requires your immediate attention.
Please read the explanatory statement to members before signifying your agreement to the resolutions in this document.

EXPLANATORY STATEMENT TO MEMBERS

1. NATURE OF WRITTEN RESOLUTIONS

- 1.1 This document contains proposed written resolutions of HGIT Coventry Limited for approval by you as sole member of the Company. Resolutions 1 to 4 are proposed as ordinary resolutions and each require members holding a simple majority of the total voting rights of members entitled to vote on such resolutions to vote in favour of them to be passed. Resolution 5 is proposed as a special resolution and requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on such resolutions to vote in favour of it to be passed.
- 1.2 The following documents relating to the resolutions are supplied with these resolutions:
- (a) an amendment and restatement agreement, to be entered into between (1) the companies listed in schedule 2, part 1 thereto (including the Company) as borrowers, (2) DekaBank Deutsche Girozentrale ("**DekaBank**") as arranger, (3) the financial institutions listed in schedule 2, part 2 thereto as original lenders, (4) the financial institution listed in schedule 2, part 3 thereto as original hedge counterparty ("**Hedge Counterparty**"), (5) DekaBank as agent ("**Agent**"), (6) DekaBank as security agent ("**Security Agent**") and (7) HGIT UK Logistics LP as shareholder (the "**ARA**") in respect of a term loan facility agreement originally dated 30 June 2020, between (1) HGIT Milton Keynes Limited, HGIT Bristol Limited, HGIT Edinburgh Limited and HGIT Wakefield Limited as borrowers, (2) DekaBank as arranger, (3) the financial institutions listed in schedule 1, part 2 thereto as original lenders, (4) the financial institution listed in schedule 1, part 3 thereto as original hedge counterparty, (5) the Agent and (6) the Security Agent (as amended pursuant to the ARA, the "**Facility Agreement**");
 - (b) the security agreement to be entered into between, amongst others, the Company and the Security Agent (the "**Security Agreement**");
 - (c) the Jersey law bank account security agreement to be entered into between, amongst others, the Company and the Security Agent (the "**Jersey Security Agreement**");
 - (d) the subordination agreement to be entered into between, amongst others, the Company, HGIT UK Logistics LP (as subordinated creditor) and the Security Agent (the "**Subordination Agreement**");
 - (e) the hedging agreement to be entered into between, amongst others, the Company and the Hedge Counterparty (the "**Hedging Agreement**");



- (f) the arrangement fee letter to be entered into between, amongst others, the Company and the Agent (the "**Fee Letter**");
- (g) the duty of care agreement to be entered into between, amongst others, the Company, Hines UK Limited (as asset manager) and the Security Agent (the "**Asset Manager Duty of Care Deed**");
- (h) the duty of care agreement to be entered into between, amongst others, the Company, Helix Property Advisors Limited (as managing agent) and the Security Agent (the "**Managing Agent Duty of Care Deed**"); and
- (i) a certificate to be signed by a director of the Company as a condition precedent to the ARA and as a condition precedent for the utilisation of Facility B (under and as defined in the Facility Agreement) (the "**Certificate**").

2. **PERIOD TO APPROVE WRITTEN RESOLUTIONS**

If the Company has not received the necessary level of members' agreement to pass the resolutions by the date falling 28 days from the Circulation Date (the "**Lapse Date**"), the resolutions will lapse.

3. **ACTION REQUIRED IF YOU WISH TO APPROVE THE RESOLUTIONS**

3.1 Please signify your agreement to the resolutions by completing your details and signing and dating the document in the boxes provided and returning it to the Company in one of the following ways:

- (a) by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the Company secretary"; or
- (b) by scanning your signed and dated document, attaching it to an email and sending it to Hines.Ldn@crestbridge.com. Please enter "Written resolutions circulated on 15 October" in the e-mail subject box.

Once you have signified your agreement to the resolutions, you cannot revoke it. Please ensure that your agreement reaches us no later than close of business on the Lapse Date. Please note that you can only agree to all of the resolutions and not some only. Any document or reply which purports to approve some only of the resolutions will be treated as a vote against all of the resolutions.

3.2 If you are signifying agreement to the resolutions 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 to the Company at the same time as you signify your agreement to the resolutions and in any event by no later than the close of business on the Lapse Date.

4. **ACTION REQUIRED IF YOU DO NOT WISH TO AGREE TO THE RESOLUTIONS**

You do not have to do anything. Failure to respond will not be treated as agreement to the resolutions.

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

HGIT COVENTRY LIMITED

("Company")

Written resolutions of the Company pursuant to chapter 2 part 13 of the Companies Act 2006 proposed by the directors of the Company, proposed as ordinary and special resolutions as detailed below:

ORDINARY RESOLUTIONS

1. **That** the terms of, and transactions contemplated by, the documents referred to below to which the Company is a party be and are hereby approved:
 - (a) the ARA;
 - (b) the Security Agreement;
 - (c) the Jersey Security Agreement;
 - (d) the Subordination Agreement;
 - (e) the Hedging Agreement;
 - (f) the Fee Letter;
 - (g) the Asset Manager Duty of Care Agreement;
 - (h) the Managing Agent Duty of Care Agreement;
 - (i) the Certificate; and
 - (j) any other document required to be entered into in respect of the ARA.

(together, the "**Documents**"), together in each case with such amendments, variations and modifications thereto as any director of the Company may approve from time to time.

2. **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)).

3. **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.
4. **That** HGIT Bristol Limited be appointed to act as agent of the Company in connection with the Finance Documents (as defined in the ARA).

SPECIAL RESOLUTION

5. **That** the Company's articles of association be amended by the insertion of a new article 27A as follows:

"27A(1) Notwithstanding anything contained in these articles, where a transfer of shares in the Company is or is proposed to be:

- (a) executed by a Secured Party by way of the exercise of any power of sale or other enforcement power under any relevant security interest;
- (a) executed by a receiver or manager or similar officer appointed by or on behalf of any Secured Party under any relevant security interest; or
- (b) made to any Secured Party pursuant to any relevant security interest,

each being a "Secured Party Transfer",

- (c) the directors (or director if there is only one) of the company may not decline to register (or suspend the registration of) such a Secured Party Transfer;
- (d) a holder of shares in the company shall not be required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any shareholders for the time being of the company before any such Secured Party Transfer may take place; and
- (e) a holder of shares in the company shall not have any right under the articles or otherwise to require any shares that are the subject of a Secured Party Transfer to be transferred to them;

and, for the avoidance of doubt, Article 27(5) shall not apply insofar as it would otherwise prevent or restrict any Secured Party Transfer (or the recognition of any Secured Party Transfer).

A certificate by any officer of a Secured Party that the shares were so charged, mortgaged or pledged and the transfer was or will be so executed shall be conclusive evidence of such facts.

(2) Notwithstanding anything contained in these articles, the company shall have no present or future lien on any share, dividend or moneys payable in respect of shares which have been mortgaged, charged or pledged by way of security to a Secured Party and any lien conferred pursuant to these articles shall not apply in respect of any such share, dividend or moneys payable.

(3) If there is any inconsistency between any provision of this Article 27A and any provision of any other article, the provision of this Article 27A shall apply.

"Secured Party" means, in respect of any shares, any bank, institution or other entity or person to which such shares have been mortgaged, charged or pledged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee for any such entity or person."

Circulation date: 15 October 2021

Registered office: 8 Sackville Street, London, United Kingdom, W1S 3DG

Agreement to written resolutions

We, the undersigned, being persons entitled to vote on the above resolutions, irrevocably agree to such resolutions:

Name of corporate member:	HGIT UK LOGISTICS LP <i>Block capitals please</i>	Dated: 15 October 2021
Name and position of signatory:	A. GORDON FINDLAY, MANAGER <i>Block capitals please</i>	
Signed by authorised person on behalf of corporate member:	HGIT UK LOGISTICS LP, a Delaware limited partnership, by its general partner HGIT UK LOGISTICS GP LLC, a Delaware limited liability company 	