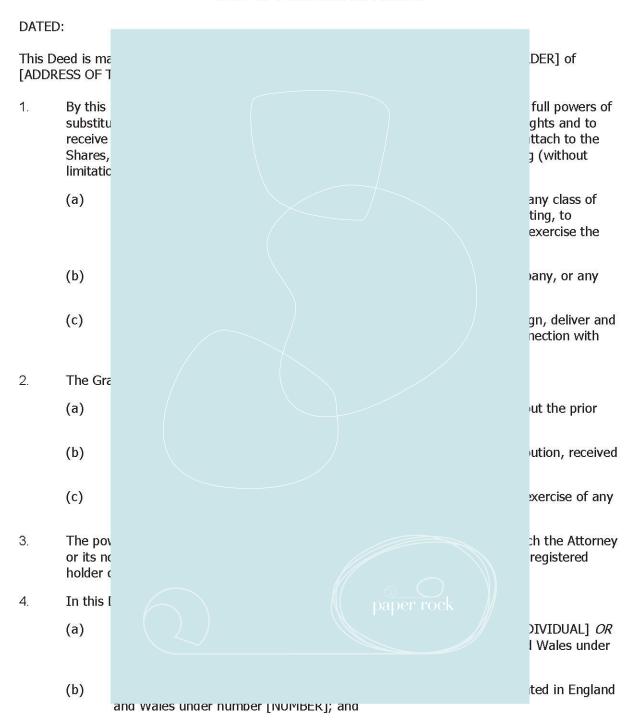
[OPTION 1 - TRANSFERRING SHAREHOLDER IS AN INDIVIDUAL]

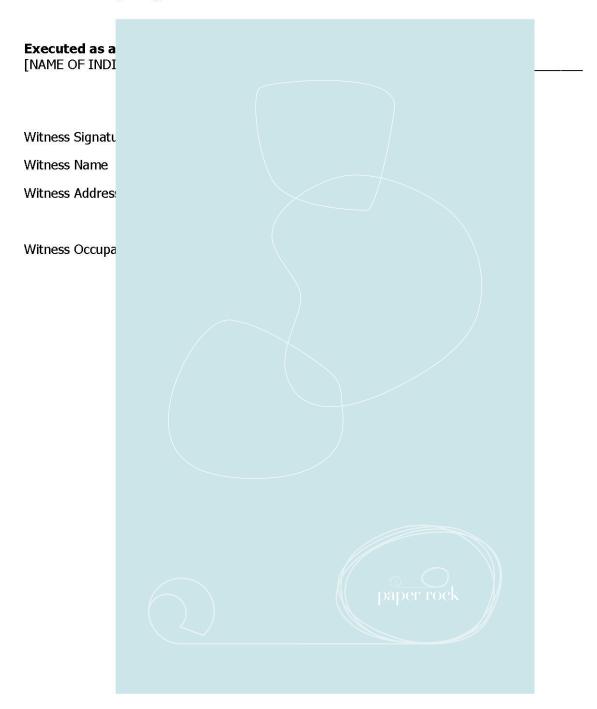
DEED OF POWER OF ATTORNEY



- (c) **Shares** means [NUMBER] [ordinary] shares of £[AMOUNT] each in the capital of the Company registered in the name of the Attorney.
- 5. This power of attorney:
 - (a) is irrevocable and given by way of security to secure the proprietary interest of the Attorney in the Shares;

(b) shall be governed and construed in accordance with the laws of England and Wales and the Grantor irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed, its subject matter or formation.

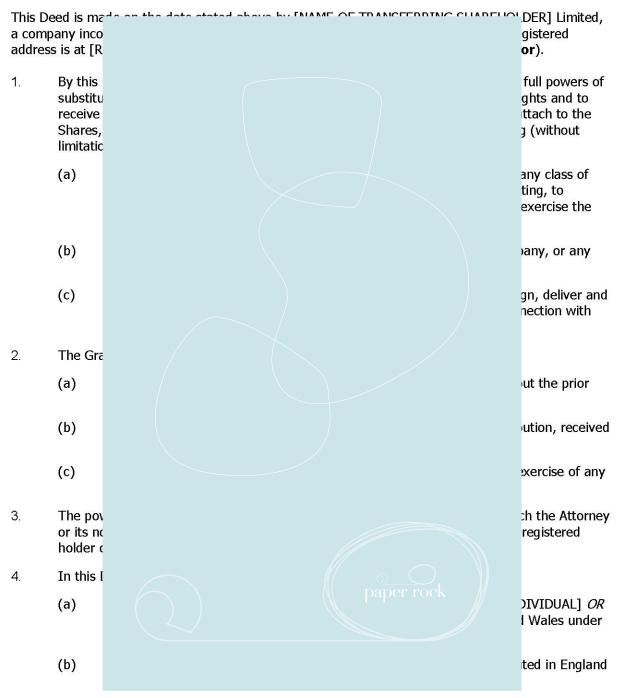
In witness whereof this power of attorney has been executed as a Deed and delivered on the date stated at the beginning of this Deed.



[OPTION 2 - TRANSFERRING SHAREHOLDER IS A COMPANY]

DEED OF POWER OF ATTORNEY

DATED:



- (c) **Shares** means [NUMBER] [ordinary] shares of £[AMOUNT] each in the capital of the Company registered in the name of the Attorney.
- 5. This power of attorney:
 - (a) is irrevocable and given by way of security to secure the proprietary interest of the Attorney in the Shares;

(b) shall be governed and construed in accordance with the laws of England and Wales and the Grantor irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed, its subject matter or formation.

In witness whereof this power of attorney has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

