

[OPTION 1 – TRANSFERRING SHAREHOLDER IS AN INDIVIDUAL]

DEED OF POWER OF ATTORNEY

DATED:

This Deed is made between [NAME] of [ADDRESS OF THE ATTORNEY]

[NAME] of [ADDRESS OF THE GRANTEE]

1. By this deed the Attorney substitutes himself for the purpose of receiving Shares, limited liability company

full powers of attorney and to sign, seal, stamp, execute and attach to the deed (without limitation)

(a)

any class of Shares, to exercise the powers of attorney

(b)

any, or any class of Shares

(c)

sign, deliver and execute in connection with the Shares

2. The GranTEE

(a)

without the prior written consent of the Attorney

(b)

in writing, received by the Attorney

(c)

exercise of any power of attorney

3. The power of attorney or its exercise shall not be valid unless the Attorney is registered as a company secretary

with the Attorney registered as a company secretary

4. In this deed the words

(a)

[NAME] [INDIVIDUAL] OR [NAME] of [ADDRESS] in Wales under

(b)

registered in England and Wales under number [NUMBER]; and

[NAME] of [ADDRESS] in England and Wales under number [NUMBER]; and

(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.

Executed as a
[NAME OF INDI

Witness Signatu

Witness Name

Witness Address

Witness Occupa



[OPTION 2 – TRANSFERRING SHAREHOLDER IS A COMPANY]

DEED OF POWER OF ATTORNEY

DATED:

This Deed is made on the date stated above by [NAME OF TRANSFERRING SHAREHOLDER] Limited, a company incorporated in [COUNTRY] and registered in England and Wales, whose registered office address is at [REGISTERED OFFICE ADDRESS] (the "Company").

1. By this Deed, the Company grants full powers of authority to the Attorney, its successors and assigns, to receive, take delivery of, hold, sell, assign, mortgage, charge, hypothecate, pledge, encumber, convey, execute, sign, and to do all such things and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation).

(a) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation);

(b) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation);

(c) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation).

2. The Attorney agrees to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation).

(b) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation);

(c) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation).

3. The power of attorney granted to the Attorney or its successors and assigns by this Deed shall be irrevocable and shall be given by way of security to secure the proprietary interest of the Company in the Shares.

4. In this Deed, "Shares" means [NUMBER] [ordinary] shares of £[AMOUNT] each in the capital of the Company registered in the name of the Attorney.

(b) to execute, sign, and to do all such things as may be necessary or expedient to carry out the purposes of this Deed (without limitation);

(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.

Executed as a
[NAME OF CORP]
acting by a dire

Witness Signatu

Witness Name

Witness Address

Witness Occupa

