

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 12~~7~~ April 2023 by:

Each of the **Companies listed in Schedule 1** (each the "Donor" and together the "Donors").

1. **RECITALS**

(a) Each of the Donors is the registered proprietor of various freehold and leasehold interests in land and buildings situate in the West End of London, United Kingdom (the "**Properties**" and each interest being a "**Property**").

(b) Each Donor wishes to appoint:

- **Christopher Denness**, Director of Asset and Property Management of Regal House, 14 James Street, London, WC2E 8BU;

(the "**Attorney**") as its attorney for the purpose of executing, signing, delivering and issuing (as the case may require) such deeds, documents or other instruments required for transactions affecting any of the Properties as referred to in clause 2(a) below.

2. **APPOINTMENT AND POWERS**

Each Donor appoints, in accordance with its articles of association, the Attorney as its true and lawful attorney with authority in the relevant Donor's name or otherwise, and on its behalf, by the signature of the Attorney:

(a) to sign, execute, deliver and/or issue:

(i) all agreements, documents, side letters, notices, certificates and instruments (all whether as a deed or not) which the Attorney in his absolute discretion considers desirable in relation to, in order to effect, and/or supplemental or ancillary to:

(1) the grant of any:

- a. **Assured Shorthold Tenancy or Shorthold Tenancy** agreement in relation to any **residential** unit comprised in any of the Properties;
- b. **Lease (or extension of any Lease)** pursuant to the **Leasehold Reform, Housing and Urban Development Act 1993** in relation to any residential unit in any of the Properties; and/or
- c. **Lease, Licence to Occupy or Tenancy at Will** in relation to any **commercial** unit comprised in any of the Properties;

(each a "**Letting Document**")

(2) the **renewal, extension, reversionary lease, variation, rectification** and/or **surrender** of any Letting Document (whether in whole or in part);

(3) any **rent review** in relation to any Letting Document;

(4) any **rent deposit agreement** supplemental to any Letting Document; and/or

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- (5) the **enforcement** of any obligations pursuant to a Letting Document;
- (ii) any **licence** (including but not limited to a licence to assign, underlet, change use or carry out alterations), document, wayleave agreement, side letter, notice, certificate and/or instrument (all whether as a deed or not) in relation to the ongoing asset management of the Properties and pursuant to any of the Letting Documents; and/or
- (iii) all agreements, documents, side letters, notices, certificates and instruments (all whether as a deed or not) which the Attorney in his absolute discretion considers desirable in relation to any **capital or operating expenditure** in relation to any of the Properties,

(together the "**Documents**" and any such being a "**Document**");

- (b) to sign, execute, deliver and/or issue any subsequent amendments (including by way of an amending agreement) to any Document;
- (c) to supplement, make alterations to and complete any blanks in any Document (including, but not limited to, altering or completing details of the parties); and
- (d) to take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the implementation and/or execution, signing, delivering and/or issuing of the Documents or any of them.

3. **RATIFICATION**

Each Donor undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any powers conferred by this power of attorney on its behalf.

4. **VALIDITY**

Each Donor declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked by that Donor as conclusive evidence of that fact.

5. **INDEMNITY**

5.1 Each Donor severally undertakes to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which he sustains or incurs as a result of any action taken by him in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity) on behalf of such Donor.

5.2 The indemnity in Clause 5.1 shall not cover an Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

6. **EXPIRY**

This power of attorney is irrevocable but will expire at a minute to midnight on 31 March 2024.

7. **GOVERNING LAW AND JURISDICTION**

This power of attorney and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this power of attorney, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

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In witness of which this document has been executed as a deed and delivered on the date set out at the beginning of it.

Executed as a deed by)
Shaftesbury Covent Garden Limited)
acting by a director:)

sign here: 
Director Michelle McGrath

in the presence of:

Witness' signature:


witness sign here:

Witness' name:

Rhianon West

Witness' address:

Deputy Company Secretary

Witness' occupation:

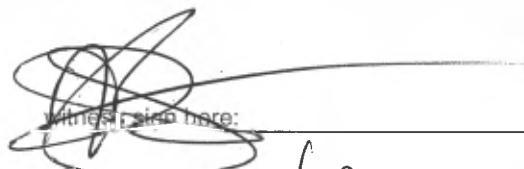
Regal House, 4 James Street, London
WC2E 8JG

Executed as a deed by)
Shaftesbury CL Limited acting by a)
director:)

sign here: 
Director Michelle McGrath

in the presence of:

Witness' signature:


witness sign here:

Witness' name:

Rhianon West

Witness' address:

Regal House, 4 James Street
London, WC2E 8JG

Witness' occupation:

Deputy Company Secretary

SCHEDULE 1

THE COMPANIES

Shaftesbury Covent Garden Limited (Registered Number: **03154145**), (Registered Address: Regal House, 14 James Street, London, WC2E 8BU)

Shaftesbury CL Limited (Registered Number: **05208365**), (Registered Address: Regal House, 14 James Street, London, WC2E 8BU Regal House, 14 James Street, London, WC2E 8BU)

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