

GLOBALWORTH REAL ESTATE INVESTMENTS LIMITED

Registration Number: 56250

(the "Company")

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting (the "**AGM**") of the Company will be held at The Old Government House Hotel, Ann's Place, St Peter Port, Guernsey GY1 2NU at 8.00 a.m. on 22 June 2026 for the purpose of considering and, if thought fit, passing the following resolutions. Resolutions 1 to 10 will be proposed as ordinary resolutions and resolution 11 will be proposed as a special resolution:

Ordinary Business - Ordinary Resolutions

1. **THAT** the Company's annual report and audited financial statements for the year ended 31 December 2025, together with the directors' and auditor's reports thereon, be received and adopted.
2. **THAT** Ernst & Young Cyprus Limited be re-appointed as auditor of the Company to hold office from the conclusion of the meeting until the conclusion of the next meeting at which accounts are laid before the Company.
3. **THAT** the Directors be authorised to agree the auditor's remuneration.
4. **THAT** Mr David Maimon be re-appointed as a director.
5. **THAT** Mr Piotr Olendski be re-appointed as a director.

Special Business – Ordinary Resolutions

6. **THAT** in replacement for all previous authorities, the Company be generally and, subject as hereinafter appears, unconditionally authorised, in accordance with section 315(1)(a) of The Companies (Guernsey) Law, 2008, as amended (the "**Law**"), to make market acquisitions (within the meaning of section 316 of the Law) of ordinary shares in the capital of the Company ("**Shares**") and to cancel such Shares or hold such Shares as treasury shares, provided that:
 - a) the maximum number of Shares hereby authorised to be purchased shall be up to an aggregate of the lesser of (a) 45,050,505 Shares or (b) such number as shall represent 14.99 per cent. of the Shares in issue (excluding Shares held in treasury), rounded down to the nearest whole number, on the date on which this resolution is passed;
 - b) the maximum price which may be paid for a Share shall be the higher of (a) an amount equal to 105 per cent. of the average of the closing quotation for a share of the relevant class taken from and calculated by reference to the London Stock Exchange plc's Daily Official List, for the five business days immediately preceding the day on which the Shares are purchased and (b) the higher of the price of the last independent trade and highest current independent bid on the relevant market when the purchase is carried out PROVIDED that the Company shall not be authorised to acquire Shares at a price above the estimated prevailing net asset value of the relevant class of share on the date of purchase;
 - c) the minimum price which may be paid for a Share shall be €0.01, as the case may be; and

unless previously varied, revoked or renewed, the authority hereby conferred shall expire on the earlier of 30 September 2027 or the date of the next annual general meeting of the Company, save that the Company may, prior to such expiry, enter into a contract to purchase shares under such authority, and may make a purchase of shares pursuant to any such contract notwithstanding such expiry.

7. **THAT** with effect from the date of passing of this resolution, the Directors be generally and unconditionally authorised to exercise an Acquisition Share Authority, being an authority to issue up to 22,540,280 Shares in the Company (being such number of Shares as represented 7.5 per cent. of the Company's issued share capital (excluding Shares held in treasury) immediately before the date of the notice convening the AGM, rounded down to the nearest whole number of Shares), provided that this authority shall expire at the conclusion of the Annual General Meeting of the Company next following the passing of this resolution, save that the Directors may, before such expiry, make an offer or agreement which would or might require the Acquisition Share Authority to be exercised and Shares to be issued or rights to subscribe for or to convert any securities into Shares to be granted after such expiry and the Directors may issue Shares or grant such rights under any such offer or agreement as if the authority conferred by this resolution had not expired.
8. **THAT** with effect at and from the date of passing of this resolution, the Directors be generally and unconditionally authorised for the purposes of section 291 of the Law and Article 4.4 of the Company's articles of incorporation (the "**Articles**") to exercise all the power of the Company to issue shares in the Company and grant rights to subscribe for, or convert any security into, shares in the Company up to a maximum aggregate of 200,358,040 Shares, being two-thirds of the Company's issued share capital (excluding Shares held in treasury) immediately before the date of the notice convening the AGM, provided that this authority shall expire at the conclusion of the Annual General Meeting of the Company next following the passing of this resolution, save that the Directors may, before such expiry, make an offer or agreement which would or might require Shares to be issued or rights to subscribe for or to convert any securities into Shares to be granted after such expiry and the Directors may issue Shares or grant such rights under any such offer or agreement as if the authority conferred by this resolution had not expired.
9. **THAT** the terms of the proposed option and off market buy back instrument (the "**Buy Back Instrument**") for the acquisition by the Company of the Sale Shares (as defined therein), a copy of which is attached hereto, are approved and authorised pursuant to section 314(2) of the Companies (Guernsey) Law, 2008 as amended and that the Company be authorised to execute the Buy Back Instrument.
10. **THAT** the authority to execute the Buy Back Instrument pursuant to resolution 9 above shall expire on 22 June 2028 however, the expiration of such authority shall not prevent the Company from purchasing the Sale Shares after the expiration of the authority in accordance with the terms of the Buy Back Instrument made and agreed prior to the expiration of the authority.

Special Business - Special Resolution

11. **THAT** subject to the passing of resolution 8 above and with effect from the date of passing of this resolution, the Directors be authorised, for the purposes of paragraphs 5.2.1, 5.2.3 and 5.2.4 of Article 5 of the Articles, to issue Shares pursuant to the authority given by resolution 8 above, as if Article 5.1 of the Articles did not apply in respect of any issue of Shares referred to in paragraphs 5.2.1, 5.2.3 or 5.2.4 of Article 5 of the Articles in each case up to the maximum aggregate of 22,540,280 Shares provided that such authorities shall expire at the conclusion of the Annual General Meeting of the Company next following the passing of this resolution, save that the Directors may, before such expiry, make an offer or agreement which would or might require Shares to be issued or rights to subscribe for or to convert any securities into Shares to be granted after such expiry and the Directors may issue Shares or grant such rights under any such offer or agreement as if the authorities conferred by this resolution had not expired.

BY ORDER OF THE BOARD

Nicola Marrin
Secretary of
Globalworth Real Estate Investments Limited

Guernsey, 15 May 2026

Registered Office

PO Box 336,
Fourth Floor, Plaza House,
Admiral Park, St Peter Port,
Guernsey
GY1 3UQ

Explanatory Notes to the Notice of Annual General Meeting:

1. This Notice sets out the Resolutions to be proposed at the AGM. In accordance with Article 18 of the Articles, the Chairman will be exercising his right to demand that voting on the Resolutions shall be conducted by way of a poll at the AGM. If you are in any doubt as to the action you should take, you are recommended to seek advice from your own stockbroker, bank manager, solicitor, accountant or financial adviser authorised pursuant to the Financial Services and Markets Act 2000 if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.
2. All persons recorded on the register of members as holding Shares as at close of business on 18 June 2026 or, if the AGM is adjourned, as at close of business on the day that is two days before the date of any adjourned AGM, shall be entitled to attend and vote (either in person or by proxy) at the AGM and shall be entitled to one vote per Share held. Changes to the register of members of the Company after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the AGM.
3. Where there are joint registered holders of any Shares such persons shall not have the right to vote individually in respect of such Shares but shall elect one of the number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name stands first on the register of members in respect of such Shares shall alone be entitled to vote. Where there are joint participants in respect of any Share such persons shall not have the right to vote individually in respect of such Share but shall elect one of their number to represent them and to vote whether in person, online or by proxy in their name. In default of such election the participant whose interests are first notified to the Company shall alone be entitled to vote.
4. The Company will not be providing a paper proxy. Shareholders who are entitled to attend, speak and vote at the AGM are now able to cast their proxy vote online via the Investor Centre app or by logging on to <https://uk.investorcentre.mpms.mufg.com/> and following the instructions provided or in the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out below (see notes 17 - 19) or if you are an institutional investor you may also be able to appoint a proxy electronically via the Proximity platform (see note 20), in each case, by 9.00 a.m. on 18 June 2026. Should you not have access to vote by these methods a paper proxy may be obtained from the Company's registrar MUFG Corporate Markets (see notes 8 and 9).
5. Investor Centre is a free app for smartphone and tablet provided by MUFG Corporate Markets (the company's registrar). It allows you to securely manage and monitor your shareholdings in real time, take part in online voting, keep your details up to date, access a range of information including payment history and much more. The app is available to download on both the Apple App Store and Google Play, or by scanning the relevant QR code below. Alternatively, you may access the Investor Centre via a web browser at: <https://uk.investorcentre.mpms.mufg.com/>.



6. A Shareholder entitled to attend and vote at the AGM is entitled to appoint one or more proxies to attend, speak and, on a poll, to vote in their stead. A proxy need not be a Shareholder of the Company. You can only appoint a proxy using the procedure set out in these notes.
7. A proxy does not need to be a Shareholder of the Company but must attend the AGM to represent you. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different Shares. You may not appoint more than one proxy to exercise rights attached to any one Share.

8. If you need help with voting online, or require a paper proxy form, please contact our registrar, MUFG Corporate Markets, by email at shareholderenquiries@cm.mpms.mufg.com, or you may call MUFG Corporate Markets on 0371 664 0300 and +44 (0) 371 664 0300 (international). Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Telephone lines are open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales.
9. The form of proxy and any power of attorney or other authority under which the form of proxy is signed (or a notarially certified copy or other copy certified in some other way approved by the Directors) under which it is executed must be received by MUFG Corporate Markets at PXS1, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom not later than 9.00 a.m. on 18 June 2026 in respect of the AGM. In the case of an adjournment, the form of proxy must be received by MUFG Corporate Markets at the address above no later than 48 hours before the rescheduled meeting. Completion of a form of proxy does not preclude a Shareholder from attending and voting in person.
10. Shareholders may change proxy instructions by submitting a new proxy appointment using one of the methods set out above. Note that the cut-off time for receipt of proxy appointments (see note 9 above) also applies in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.
11. The appointment of a proxy will not preclude a Shareholder from attending, speaking and voting at the AGM in person, should a Shareholder wish to do so. If you appoint a proxy and attend the AGM and vote in person, your proxy appointment will automatically be terminated.
12. Ordinary Resolution: To be passed, this type of resolution requires a simple majority of the votes cast by those Shareholders voting in person or by proxy at the meeting to be voted in favour of the resolution.
13. Special Resolution: To be passed, this type of resolution requires a 75 per cent. majority of the votes cast by those Shareholders voting in person or by proxy at the meeting to be voted in favour of the resolution.
14. On a poll, votes may be given either personally or by proxy and a Shareholder entitled to more than one vote need not use all their votes in the same way.
15. Any corporation which is a Shareholder may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the AGM. Any person so authorised shall be entitled to exercise on behalf of the corporation which they represent the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Shareholder.
16. To allow effective constitution of the AGM, if it is apparent to the Chairman that no Shareholders will be present in person or by proxy, other than by proxy in the Chairman's favour, the Chairman may appoint a substitute to act as proxy in his stead for any Shareholder, provided that such substitute proxy shall vote on the same basis as the Chairman.
17. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members and those CREST members who have appointed voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf.
18. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's (formerly CRESTCo's) ("**EUI**") specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it

constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy, must be transmitted so as to be received by MUFG Corporate Markets (ID RA10) by 9.00 a.m. on 18 June 2026 in order to be valid. No such message received through the CREST network after this time will be accepted. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the registrars are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

19. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings (www.euroclear.com).
20. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended).
21. Proxymity Voting - if you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by 9.00 a.m. on 18 June 2026 in order to be considered valid or, if the meeting is adjourned, by the time which is 48 hours before the time of the adjourned meeting. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.
22. Unless otherwise indicated on the Form of Proxy, CREST voting, Proxymity or any other electronic voting channel instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.
23. Any electronic address provided either in this Notice or in any related documents (including the form of proxy) may not be used to communicate with the Company for any purposes other than those expressly stated.

DATED:

2026

GLOBALWORTH REAL ESTATE INVESTMENTS LIMITED

OPTION AND BUYBACK INSTRUMENT

THIS INSTRUMENT is made on

2026

BY:

GLOBALWORTH REAL ESTATE INVESTMENTS LIMITED, a non-cellular company limited by shares registered in the Island of Guernsey with registration number 56250 with its registered office at PO Box 336, Fourth Floor, Plaza House, Admiral Park, St Peter Port, Guernsey, GY1 3UQ (the "**Company**").

IN FAVOUR OF:

[**NAME OF SHAREHOLDER**], an individual with its residential address at [] (the "**Shareholder**").

WHEREAS:

- (A) Following receipt by the Company of the Shareholder's acceptance letter by which the Shareholder agreed to participate in the Globalworth Share Award Plan (the "**Plan**") in respect of the financial year [2025], subject to the terms and conditions of the Plan, the participation notice dated [●] and related documentation, the Shareholder has the right to receive [●] ordinary shares in the Company under the Plan (the "**Shares**"), which shall be issued to the Shareholder on the Issue Date (as defined below).
- (B) The Company wishes to grant the Shareholder a put option to require the Company to repurchase the Shares on the terms set out in this Instrument.
- (C) Upon receipt of an Option Notice (as defined below), the Company, in exercise of its powers conferred by section 314(1) of the Law (as defined below), proposes to purchase the Shares from the Shareholder for cancellation or to be held as treasury shares in accordance with the provisions of this Instrument.
- (D) The eligible shareholders of the Company have approved a draft of this Instrument by way of written ordinary resolution in accordance with the Law.

OPERATIVE PROVISIONS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Instrument where the context so admits the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them in the second column hereof:

Articles	means the memorandum and articles of incorporation of the Company, as amended, supplemented or otherwise modified from time to time.
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Business Day	means any day (excluding Saturday and Sunday) on which banks are open for normal banking business in Guernsey and London.
Completion	means the date on which the sale and purchase of the Shares takes place in accordance with clause 6.2 below.
Conditions	means the conditions set out in clause 3 below.
Consideration	means the price at which the Shares were issued to the Selling Shareholder, being [●] in total.
Directors	means the directors of the Company from time to time and any duly appointed committee thereof.
Good Leaver	has the meaning set out in any employment or management contract between the Shareholder and the Company or its affiliates.
Issue Date	means the date on which the Shares are issued to the Shareholder, being at least 12 months after the date on which the Shareholder agreed to participate in the Plan.
Law	means the Companies (Guernsey) Law 2008, as amended.
Leaver	has the meaning set out in any employment or management contract between the Shareholder and the Company or its affiliates.
Option	means the option granted to the Shareholder pursuant to clause 2.1 below.
Option Notice	means a written notice given by the Shareholder in accordance with clause 5.1 in the form set out in Schedule 1 hereto.
Option Period	means the time during which the Shareholder may exercise the Option, being a period of three calendar months following the Issue Date.
Shares	means the ordinary shares of no par value issued to the Shareholder pursuant to the Plan.

Share Dealing Code means the Company's share dealing code in force from time to time, a copy of which can be obtained from the company secretary of the Company.

1.2 Unless the context otherwise requires and except as varied or otherwise specified in this Instrument, words and expressions contained in this Instrument shall bear the same meaning as in the Articles.

2. **GRANT OF THE OPTION**

2.1 In consideration of the Shareholder's participation in the Plan, the Company hereby grants the Shareholder, subject to the satisfaction of the Conditions, the right, exercisable at any time during the Option Period, to require the Company to purchase the Shares on the terms set out in this Instrument.

2.2 The Option is exercisable only in respect of all of the Shares and may not be exercised in part.

2.3 For the purposes of this clause 2, the date of exercise of the Option is the date on which the Option Notice is received by the Company.

2.4 If the Option is not duly exercised within the Option Period, it shall cease to be exercisable and shall lapse.

2.5 The exercise of the Option will constitute "dealing" under the Share Dealing Code and therefore permission must first be sought by the Shareholder in accordance with the Share Dealing Code prior to exercising the Option in accordance with Clause 5.

3. **CONDITIONS**

3.1 The Option may only be exercised in respect of the Shares where:

- (a) the Company will, immediately after payment of the Consideration, satisfy the solvency test (as such term is defined in section 527 of the Companies (Guernsey) Law, 2008 as amended);
- (b) the ordinary resolution approving the terms of this Instrument and authorising the Company to enter into this Instrument has not expired; and
- (c) in the event that the Shareholder is a Leaver [during the Option Period], the Company determines that the Shareholder is a Good Leaver.

4. **LAPSE**

The Option shall lapse immediately in the event that the Shareholder is a Leaver during the Option Period and the Shareholder is not a Good Leaver.

5. EXERCISE OF OPTION

5.1 The Option may only be exercised by the Shareholder giving the Company an Option Notice, in accordance with clause 7 which shall:

- (a) include the date on which the Option Notice is given;
- (b) include a statement to the effect that the Shareholder is exercising the Option;
- (c) include a signature of the Shareholder; and
- (d) enclose any share certificate(s) in respect of the Shares (or, if the share certificate(s) in respect of the Shares has been lost, an indemnity for any lost share certificate(s) in a form satisfactory to the Company) and a duly executed stock transfer form in the form attached to the Option Notice.

5.2 Once given, an Option Notice may not be revoked without the consent of the Company.

6. PURCHASE OF SHARES

6.1 The Company agrees, upon receipt of the Option Notice, to purchase the Shares for the Consideration and to pay, or procure the payment of such Consideration to the Shareholder.

6.2 Completion of the sale and purchase of the Shares shall place 10 Business Days following receipt by the Company of the Option Notice.

6.3 At Completion, the Company shall cancel the Shares or hold the Shares as treasury shares in accordance with the Articles and payment of the Consideration in accordance with Clause 6.4 shall be a good discharge to the Company for the Consideration for the Shares.

6.4 The Company shall, not later than 10 (ten) days after Completion, pay, or procure the payment of, the Consideration to the Shareholder by way of telegraphic transfer to its nominated bank account(s) in the name of the Shareholder as notified to the Company in the Option Notice or by such other method of payment as shall be agreed between the parties.

7. NOTICES

7.1 Any notice or other communication under or in relation to this Instrument shall be in writing and may be delivered personally by hand, courier or by email as follows:

The Company: Globalworth Real Estate Investments Limited

Address: PO Box 336, Fourth Floor, Plaza House, Admiral Park, St Peter Port, Guernsey,
GY1 3UQ
Email: nicola.marrin@globalworth.com

- 7.2 Every notice or other communication dispatched in accordance with this clause shall be deemed to have been received:
- (a) if delivered personally by hand or by courier, at the time of delivery if delivery takes place during normal business hours at the place of intended receipt on a day which is a Business Day and otherwise at the opening of business in that place on the next succeeding Business Day; and
 - (b) if sent by email, at the time of transmission if transmission takes place during normal business hours at the place of intended receipt on a day which is a Business Day and otherwise at the opening of business in that place on the next succeeding Business Day.
- 7.3 The Company may by notice in writing to the Shareholder from time to time alter its address or email details for the purposes of this clause.

8. GENERAL

- 8.1 The Option is personal to the Shareholder and may not be transferred, assigned or charged, and any purported transfer (except a transfer to the Shareholder's personal representative on death), assignment, charge, disposal or other dealing in the Shares shall cause the Option to lapse.
- 8.2 In the event that one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect on the basis of any particular circumstance or in any jurisdiction, the validity, legality and enforceability of any such provision and the remaining provisions under other circumstances in other jurisdictions shall not in any way be affected or impaired.
- 8.3 This Instrument shall remain in effect despite its completion.
- 8.4 This Instrument and all subject matter referred to in it shall be governed by and construed in accordance with laws of the Island of Guernsey.
- 8.5 The courts of the Island of Guernsey shall have exclusive jurisdiction to hear any dispute which may arise out of or in connection with this Instrument and all subject matter to which it relates and that accordingly any proceedings may be brought in such courts.

This Instrument takes effect on the date and year first above written.

SIGNED for and on behalf of

GLOBALWORTH REAL ESTATE INVESTMENTS LIMITED

SCHEDULE 1

FAO Nicola Marrin, Company Secretary
Globalworth Real Estate Investments Limited
PO Box 336, Fourth Floor, Plaza House,
Admiral Park, St Peter Port,
Guernsey, GY1 3UQ

Date: _____

Dear Sirs

Exercise of option

I refer to the option and share buyback instrument dated [●] pursuant to which the Option was granted to me (the "**Instrument**"). Capitalised terms used in this notice but not otherwise defined herein shall have the meanings given to them in the Option Agreement.

This notice is an Option Notice for the purposes of the Instrument.

I hereby give you notice of the exercise of my Option and accordingly I require you to purchase all of my Shares on the terms set out in the Instrument.

I hereby warrant that there are no liens, charges or other encumbrances over or in respect of the Shares at the time of my signature hereto and at Completion.

Please find enclosed the following original documents:

- a) a stock transfer form duly signed by me (such form to be undated, with the Company hereby expressly authorised to date such stock transfer form at Completion); and
- b) any share certificate(s) issued in respect of the respective Shares (or, in the event that such share certificate(s) have been lost, an indemnity for such lost share certificate(s) in a form satisfactory to the Company).

Please remit payment for the Shares to the following bank account in my name:

Account Name: [●]
Bank: [●]
Account Number: [●]
Sort Code [●]

Transaction Reference: GREIL Option

Following exercise of the Option Notice, I shall not, without the prior written consent of the Company, sell, transfer or otherwise dispose of, or mortgage, charge, pledge or otherwise encumber my legal or beneficial interest in the Shares (or any interest in them).

I hereby agree that, on being requested in writing by the Company to do so, I shall, at my own expense, immediately execute and sign all such instruments and documents and do all such things as may be reasonably necessary in order to give effect to the terms of the Option and sale and purchase of the Shares.

This letter and all subject matter referred to in it shall be governed by and construed in accordance with laws of the Island of Guernsey.

The courts of the Island of Guernsey shall have exclusive jurisdiction to hear any dispute which may arise out of or in connection with this letter and all subject matter to which it relates and that accordingly any proceedings may be brought in such courts.

Yours faithfully

[Name]

SHARE TRANSFER FORM