

FREETHS

Dated:

12 October

2021

(1) JAYNE MCGIVERN

POWER OF ATTORNEY



This power of attorney is made on 12.10 2021 by Jayne McGivern of Dash Grange, Leafield Road, Shipton Under Wychwood, OX7 6EA ("**Principal**").

1. **APPOINTMENT AND POWERS**

1.1. The Principal appoints David Crossland of Dash Grange, Leafield Road, Shipton Under Wychwood, OX7 6EA as her attorney ("**Attorney**") and in the Principal's name or otherwise and on her behalf to:

1.1.1. make decisions about the Principal's personal property and financial affairs. This includes but is not limited to managing all of the Principal's personal financial matters including banking, investments, pensions, taxes, real and personal property and insurance and accessing the Principal's personal financial information; and

1.1.2. deal with, make decisions about and take any steps required in respect the Principal's interest in Cygnus Estates Limited (CRN: 08973575) ("**Business**") which shall include but not be limited to: (i) receiving notice of and attending any board meetings and exercising any and all voting rights in respect of such meetings; (ii) receiving notice of and attending any shareholders' meetings and exercising any and all voting rights; and (iii) considering, approving, signing, executing, delivering and issuing all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in his absolute discretion considers desirable in connection with the running of the Business.

2. **DURATION**

This power of attorney shall expire on the date which falls 18 months from the date on which it was made.

3. **RATIFICATION**

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

4. **VALIDITY**

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in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.



5. **INDEMNITY**

- 5.1. Subject always to clause 5.2, the Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (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 in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).
- 5.2. The indemnity in clause 5.1 shall not cover the Attorney if and to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

6. **GOVERNING LAW AND JURISDICTION**

This power of attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a DEED by

JAYNE MCGIVERN in the presence of:



Jayne McGivern

Witness' Signature:

Witness' Name:

Witness' Address:

