
CONFIDENTIALITY LETTER

From:

Shurgard Self Storage Ltd
Elizabeth House, Les Ruettes Brayes
St Peter Port, GY1 1EW
Guernsey

To:

The Directors,
Lok'n Store Group Plc
One Fleet Place
London, EC4M 7WS

12 February 2024

CONFIDENTIAL SUPPLY OF INFORMATION

1. INTRODUCTION

- 1.1** We, Shurgard Self Storage Ltd (the "**Recipient**") have expressed an interest in receiving certain information relating to Lok'n Store Group Plc (the "**Company**") in consideration of which we give the undertakings set out in this letter. Other defined words and expressions used in this letter are set out in paragraph 2 below.
- 1.2** This letter, which shall be effective from the date signed by the Recipient and the Company, sets out the terms on which the Company is prepared to disclose to the Recipient Confidential Information for the purpose of evaluating a possible offer by the Recipient, or an Affiliate of the Recipient, for the entire issued and to be issued share capital of the Company, to be implemented by way of a scheme of arrangement or a takeover offer in accordance with the Act (the "**Proposal**").
- 1.3** The Recipient acknowledges that the Company shall be entitled at any time to decline to provide any Confidential Information to the Recipient and may at any time terminate discussions and negotiations with the Recipient without incurring any liability to the Recipient.

2. DEFINITIONS

2.1 In this letter:

Act means the Companies Act 2006;

Advisers means in relation to any person, their and their Associates' and Representatives' advisers, sponsors, agents, contractors, representatives, investment bankers and brokers, including (unless the context requires otherwise) partners in, and directors, officers and employees of, those advisers, sponsors, agents, contractors, representatives, investment

bankers and brokers, in each case to the extent they need access to Confidential Information in connection with the Proposal;

- Affiliate** means in relation to any person, any other person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person;
- Approved Representative** means any of Andrew Jacobs, Ray Davies, Neil Newman or Jeff Woyda and/or such other person(s) as may be notified to the Recipient from time to time by an existing Approved Representative;
- Associates** means the Recipient's Affiliates that actually receive Confidential Information from or on behalf of the Recipient;
- Control** means when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or other control (by virtue of an undertaking's constitution or otherwise), another person;
- Code** means the City Code on Takeovers and Mergers;
- Confidential Information** means information in whatever form relating to the Company, its subsidiaries and their businesses or the Proposal made available by the Company (or its Representatives or Advisers) to the Recipient (or the Associates, Representatives or Advisers of the Recipient) on or after the date of this letter in connection with the Proposal, including (without limitation) the content of all discussions and negotiations regarding the Proposal between Company (or its Representatives or Advisers) and the Recipient (or its Representatives or Advisers) on or after the terms of this letter are accepted and agreed, for the purpose of considering, advising in relation to or furthering the Proposal (and any information or analysis derived from any such information and any aspect or part of any such information) but shall not include information which:
- (a) was available to the Recipient or any of its Associates, Representatives or Advisers prior to its being so furnished, including all information that is or becomes generally available to the public otherwise than as a direct consequence of any breach of any undertaking contained or given pursuant to this letter of the Recipient or that of the Associates, Representatives or Advisers of the Recipient;
 - (b) becomes available to the Recipient or the Representatives, Associates or Advisers of the Recipient from a source other than the Company, its

Affiliates, Representatives or Advisers, which source is not, to the Recipient's knowledge (after due enquiry), bound by any obligation of confidentiality owed to the Company in relation to that information; or

- (c) was independently developed by the Recipient or the Representatives, Associates or Advisers of the Recipient without any use of the Confidential Information contrary to the terms of this letter;

Group means, in relation to any person, any companies which are its direct or indirect subsidiaries or holding company;

holding company means a holding company as defined by section 1159 of the Act and a company shall be treated, for the purposes of the membership requirement contained in sections 1159(1)(b) and 1159(1)(c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security or (b) its nominee, and expressions appropriate to companies shall be construed in relation to a body corporate that is not a company, for the purposes of section 1159 of the Act and this definition, as references to the corresponding persons, officers, documents or organs (as the case may be) appropriate to bodies corporate of that description;

Personal Data has the meaning given to it by the General Data Protection Regulation (EU) 2016/679 and/or the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time), as is applicable and binding on the Recipient in respect of the Personal Data;

Representatives means, (i) in relation to any person, its and its Associates' partners, directors, officers, fund managers, employees and consultants, and individuals seconded; and (ii) in relation to the Recipient and subject to paragraph 3.8, providers and potential providers of debt financing and such persons' partners, directors, officers, fund managers, employees and consultants, and individuals seconded; and

subsidiary means a subsidiary as defined by 1159 of the Act and a company shall be treated, for the purposes of the membership requirement contained in sections 1159(1)(b) and 1159(1)(c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security or (b) its nominee, and expressions appropriate to companies shall be

construed in relation to a body corporate that is not a company, for the purposes of Section 1159 of the Act and this definition, as references to the corresponding persons, officers, documents or organs (as the case may be) appropriate to bodies corporate of that description.

2.2 In this letter, unless the context otherwise requires:

- 2.2.1** the descriptive headings to paragraphs are included for convenience only, have no legal effect and shall be ignored in the interpretation of this letter;
- 2.2.2** references to this letter or any specified paragraph in this letter are to this letter or the specified paragraph as in force for the time being and as amended, varied, novated or supplemented from time to time;
- 2.2.3** references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 2.2.4** an obligation not to do something includes an obligation not to cause or allow that thing to be done, to the extent that is in the obligor's power;
- 2.2.5** references to legislation include any re-enactment or modification of it but exclude any re-enactment or modification after the date of this letter to the extent that they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
- 2.2.6** the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible; and
- 2.2.7** writing includes manuscript, facsimiles, and other permanent forms (including email).

3. CONFIDENTIALITY UNDERTAKINGS

- 3.1** The Recipient shall, and shall direct that its Associates and Representatives shall, only use the Confidential Information for the purpose of considering, advising in relation to, negotiating, furthering or implementing the Proposal.
- 3.2** Subject to paragraphs 7, 8.3 and 8.4, the Recipient shall not, and shall direct that its Associates and Representatives shall not, make any announcement or otherwise disclose (other than to its Advisers, Affiliates, Representatives and any person who holds more than 30% of the Recipient's issued share capital) the existence of the Proposal or any other arrangement with the Company which is connected with the Proposal. In particular, but without limitation, the Recipient shall not, and shall direct that its Associates and Representatives, in each case, that are acting on behalf of the Recipient shall not:
 - 3.2.1** disclose that the Recipient is (or has ceased to be) in discussions relating to the Proposal and shall not disclose to any person (except as expressly permitted by this letter) the existence or nature of any such discussions or the Proposal;

3.2.2 make any approach to, hold any discussions with, accept, engage or maintain contact with any of the Company's Representatives or any member of the Company's Group (other than an Approved Representative or the Company's financial advisers or legal adviser or with the prior written consent of any such persons) or any other person, in each case where mention is made of the Proposal or it would reasonably be inferred that the Recipient might be interested in the Proposal or a similar transaction in relation to the Company; and

3.2.3 visit or inspect any of the properties owned or occupied by any member of the Company's Group without the prior written consent of an Approved Representative or the Company's financial advisers or legal adviser,

provided, however, that nothing in this paragraph 3.2 shall prevent the Recipient or the Recipient 's Representatives, Advisers or Associates from conducting any commercial diligence on a no-names basis and without reference to Confidential Information in order to be able to conduct market research.

3.3 Subject to paragraph 7, the Recipient shall:

3.3.1 keep the Confidential Information secret and confidential and will not in any circumstances disclose the same to any third party other than the Recipient 's Advisers, Affiliates or Representatives, except with the prior written consent of an Approved Representative;

3.3.2 ensure that the Confidential Information will be kept safe in a secure place and properly protected against theft, loss and unauthorised access (including, but not limited to, access by electronic means);

3.3.3 procure that only those persons who need access to Confidential Information in connection with the Proposal I are given access to the Confidential Information or any part of it; and

3.3.4 procure that each Representative to whom disclosure of any of the Confidential Information is made adheres to the terms of this undertaking applicable to Representatives and the Recipient accepts responsibility for all such persons accordingly unless such Representative has entered into a confidentiality agreement directly with the Company in a form that is acceptable to the parties thereto.

3.4 The Recipient shall not seek to obtain any Confidential Information, for the purpose of evaluating the Proposal, from any customer, supplier, sub-contractor, officer, shareholder, director, employee, agent or adviser of any member of the Company's Group or any member of the Company's Group (other than an Approved Representative or the Company's financial advisers or legal adviser) without the prior written consent of an Approved Representative.

3.5 The Recipient shall ensure that all requests for additional information, tours of the facilities of the Company's Group and management meetings in connection with the Proposal will be submitted or directed to an Approved Representative or the Company's financial advisers or legal adviser.

3.6 The Recipient agrees that where any Personal Data is disclosed to it in relation to the Proposal, that Personal Data shall at all times be treated as Confidential Information and shall be subject to the terms of this letter. In addition the Recipient shall keep the Personal Data secure by complying with the integrity and confidentiality principle under the General

Data Protection Regulation, Regulation (EU) 2016/679 (EU GDPR) and/or the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 2016/679 (UK GDPR) ("**Data Protection Laws**"), as applicable and binding on the Recipient in respect of such Personal Data. The Recipient shall not, and shall procure that none of its Representatives, Associates and Advisers shall, transfer or otherwise process any Personal Data disclosed to it in relation to the Proposal outside the UK or, the EEA without obtaining the Customer's prior written consent or otherwise in accordance with Data Protection Laws.

- 3.7** Subject to paragraph 7.1, the Company agrees that it shall not, and shall procure that each member of its Group and Representatives shall not, make any announcement or otherwise publicise the existence of the Proposal or any other arrangement with the Recipient which is connected with the Proposal. In particular, but without limitation, the Company shall not disclose that the Recipient is (or has ceased to be) in discussions relating to the Proposal and shall not disclose to any person (except as expressly permitted by this letter) the existence or nature of any such discussions or the Proposal, including the status of such discussions or negotiations or any analysis or other work product prepared or submitted in connection therewith.
- 3.8** The Recipient shall be entitled to disclose the Confidential Information to J.P. Morgan SE and its Affiliates ("**JPM**") and any other potential providers of debt finance in relation to any potential financing of the Proposal provided that, in the case of any such potential providers other than JPM, the Company has given its prior written consent to the disclosure of Confidential Information to such provider (such consent not to be unreasonably withheld).

4. RECORDS

The Recipient shall keep a record of its Representatives, Associates and Advisers holding Confidential Information (at an entity, rather than individual, basis).

5. RETURN OF CONFIDENTIAL INFORMATION

- 5.1** The Recipient shall, within ten days of a written demand from the Company, to the extent reasonably and technically possible, destroy, or cause to be destroyed, all the Confidential Information (including any copies, analyses, memoranda or other notes made by the Recipient or by the Representatives, Advisers or Associates of the Recipient and relating to or derived from such information). Furthermore, so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this letter) the Recipient will use reasonable endeavours to expunge or cause to be expunged any Confidential Information from any computer, word processor or other device in the possession of the Recipient (or its Representatives, Advisers or Associates) or under the custody and control of the Recipient (or its Representatives, Advisers or Associates) containing any such information.
- 5.2** If so requested, the Recipient shall furnish to the Company a confirmation (email being sufficient) from the Recipient confirming that, to the best of its knowledge, the provisions for destruction of Confidential Information in paragraph 5.1 above have been fully complied with, subject to paragraph 5.3.
- 5.3** Notwithstanding the obligations in this paragraph 5, the Recipient and the Representatives, Associates and Advisers of the Recipient, shall be entitled to retain such copies of Confidential Information as is required by law, regulation, a bona fide document retention policy or the rules of any applicable regulatory authority or professional body to which the Recipient or any Representatives, Associates or Advisers of the Recipient are

subject and such Confidential Information will continue to be held subject to the terms of this letter for the duration of this letter.

6. NON-SOLICITATION

6.1 The Recipient shall not, and shall procure that none of its Associates shall, subject to paragraph 6.2 below, without the prior written consent of the Company, for a period of 12 months from the date of this letter, directly or indirectly, solicit or endeavour to entice away, any officer or employee of the Company and its subsidiary undertakings who is currently employed in a senior managerial capacity and became known to the Recipient or its Affiliates in connection with its evaluation of the Proposal (any such person, a "**Covered Employee**").

6.2 Employment arising out of the placing of an advertisement of a position with any member of the Recipient 's Group or any of the Recipient 's other Associates available to members of the public generally or of the recruitment of a person through any employment agency shall not itself constitute a breach of paragraph 6.1 above, provided that neither the Recipient nor any of the Associates of the Recipient encourage or advise any such agency to approach any such Covered Employee.

6.3 The Recipient shall not, subject to paragraph 6.4 below, without the prior written consent of the Company, for a period of 18 months from the date of this letter, use any Confidential Information to deal with or seek the custom of any person who is or was a client or customer of the Company or any member of its Group if the type of goods or services in respect of which the client or customer is solicited were supplied to the client or customer by the Company or relevant member of its Group at any time in the 18 months before the date of this letter or during discussions about the Proposal.

6.4 Paragraph 6.3 shall not (i) apply to any person who is or was a client or customer of the Recipient or any member of the Recipient's Group in relation to the relevant type of goods or services at any time in the 18 months before the date of this letter or (ii) restrict the Recipient in any way from acting in the ordinary course of business unconnected with evaluation of the Proposal and without the use of Confidential Information.

7. PERMITTED DISCLOSURE

7.1 The terms of this letter do not apply to any Confidential Information if and to the extent that a party or its Representatives is required to make any announcement concerning the Proposal or other arrangements with the other party, or otherwise to disclose such Confidential Information:

7.1.1 by reason of any legal requirement or legal process or any regulation or rule of any stock exchange (including, but not limited to, the Code, the Panel on Takeovers and Mergers, the Financial Conduct Authority and the London Stock Exchange) or any governmental or quasi-governmental authority, provided that, so far as it is legally possible and practicable to do so, the party required to make the disclosure reasonably consults with the other party in advance as to the relevant requirement and with a view to agreeing the extent, timing and content of that announcement or disclosure; or

7.1.2 in connection with the commencement, pursuit or the defence by a party of any legal proceedings to which the Confidential Information is relevant.

7.2 Save as otherwise provided in this letter, the confidentiality obligations in this letter shall continue to apply until the earlier of: (i) the date upon which all the Confidential Information is generally available to the public (other than through a breach of paragraph

3), (ii) the date that is two years from the date of this letter; or (iii) when an acquisition of the Company by the Recipient is successfully completed.

8. STANDSTILL

8.1 The Recipient acknowledges that, and will ensure that its Representatives and Associates who receive Confidential Information will, prior to receiving the same, be made aware that:

8.1.1 the Proposal and the Confidential Information may (in whole or in part) constitute inside information for the purposes of the Criminal Justice Act 1993 or the EU Market Abuse Regulation (2014/596/EU) as it forms part of UK law from time to time ("**MAR**");

8.1.2 accordingly, the Recipient and any of those persons will potentially commit offences under those statutes and regulations if the Recipient or any of those persons (a) disclose any Confidential Information contrary to the terms of this letter or (b) deal, or encourage others to deal, in shares in the Company on the basis of any Confidential Information; and

8.1.3 disclosure of Confidential Information is restricted under the terms of this letter.

8.2 Without prejudice to any obligations at law, under other provisions of this letter, under the Code or otherwise and subject to paragraph 8.3 below, the Recipient agrees that, except for the purpose of implementing the Proposal with the recommendation of the board of directors of the Company, the Recipient shall not (and following the date on which the Proposal becomes public, shall use reasonable endeavours to procure that its concert parties, other than Advisers, will not), directly or indirectly, during the 12 months following the date of this letter, without the prior written consent of an Approved Representative, be involved, directly or indirectly or in concert with others in:

8.2.1 acquiring or disposing of any interest (as defined in Part 22 of the Act) in the share capital of the Company;

8.2.2 making an offer for all or any part of the share capital of the Company;

8.2.3 announcing, or taking action which under the Code or otherwise would require the announcement of the proposal for any takeover, merger, consolidation or share exchange or similar transaction involving the shares of the Company;

8.2.4 taking any step which might give rise to any obligation under the Code to make any offer for all or any part of the share capital of the Company; or

8.2.5 entering into any arrangement with, or advising any person in relation to, any of the foregoing.

8.3 Nothing in paragraph 8.2 above shall prevent the Recipient taking any of the actions described in sub-paragraphs 8.2.1 to 8.2.5 above if (i) the Recipient (or any person acting in concert with the Recipient) makes, or announces under Rule 2.7 of the Code, a firm intention to make an offer (by way of a scheme of arrangement or a contractual takeover offer) to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company; or (ii) any person (other than the Recipient and members of the Recipient's Group) (a) has, in accordance with Rule 2.7 of the Code, announced a firm intention to make an offer for

shares of the Company which could result in that person becoming interested in shares carrying a majority of the votes ordinarily exercisable at general meetings of the Company whether or not such offer is recommended; or (b) acquires an interest (including within the meaning of Rule 5 of the Code) in the Company's shares carrying over 10% of the voting rights attaching to all issued Company shares.

8.4 In the event that the restrictions contained in sub-paragraph 8.2 do not apply by reason of the provisions of sub-paragraph 8.3, then the Recipient will not be restricted by any other provision of this letter from (i) doing anything contemplated by sub-paragraph 8.2 and/or (ii) disclosing or announcing the Recipient's interest in the Proposal (and paragraph 3.2 shall cease to apply).

8.5 The restrictions in this paragraph 8 shall not apply to dealings by any exempt market maker which is in the same Group as the Recipient's financial adviser provided the dealings are for the purpose of its market making business.

9. PRINCIPAL

The Recipient confirms that it is acting in this matter as principal, and not as agent or broker for any other person.

10. REMEDIES

10.1 Without prejudice to any other rights or remedies that the Company may have against the Recipient, the Recipient acknowledges and agrees that:

10.1.1 damages may not be an adequate remedy for any breach of the terms of this letter by the Recipient or any other person referred to in paragraph 4; and

10.1.2 the Company may be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this letter by the Recipient or any other person referred to in paragraph 4.

10.2 No failure, delay or omission by the Recipient or the Company in exercising any right, power or remedy provided by law or under this letter shall operate as a waiver by the Recipient or the Company of that right, power or remedy, nor shall it preclude or restrict any future exercise of that right or remedy. No single or partial exercise by the Recipient or the Company of any right, power or remedy provided by law or under this letter shall prevent any future exercise of it by the Recipient or the Company or the exercise of any other right, power or remedy.

10.3 The terms of the Contracts (Rights of Third Parties) Act 1999 ("**Rights of Third Parties Act**") shall apply to this letter for the benefit of any entity which is or entities which are a member of the Company's Group, notwithstanding that they are not signatories to this letter, provided that the Company and the Recipient are free to agree between them any changes to this letter without the consent of any such entity or entities. In any other case, a person who is not a signatory to this letter shall have no right under the Rights of Third Parties Act to enforce any of its terms.

11. NO REPRESENTATION

The Recipient acknowledges that it will not hold the Company nor any member of the Company's Group nor any of the Company's respective Advisers or Representatives responsible or liable for the accuracy or completeness of, and the Recipient will be responsible for making its own evaluation of, the Confidential Information. No warranty

or representation is made by the Company, any member of the Company's Group or any of the Company's respective Advisers or Representatives regarding the accuracy or completeness of the Confidential Information and the Recipient shall not have any claim against any of them (including, but not limited to, for breach of contract, innocent or negligent misrepresentation or negligent misstatement) in respect of any part of the Confidential Information not being accurate and/or complete.

12. NOTICES

12.1 Notices under this letter shall be given in writing to the relevant party at the address stated above (or such other addresses as it shall previously have notified to the other party), any notice sent by hand shall be deemed received when delivered and any notice sent by first class post shall be deemed received 48 hours after posting.

12.2 Where this letter allows or grants any right or action on obtaining the prior written consent of an Approved Representative, that consent may be transmitted electronically or otherwise be signed by the Approved Representative and may be given, withheld or given subject to such conditions, in each case, as the Approved Representative in his or her absolute discretion thinks fit.

13. INVALIDITY

13.1 If any provision of this letter is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this letter shall not be affected.

13.2 If any provision of this letter (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

14. CONSIDERATION

The terms set out in this letter will constitute a contract between the parties the consideration for which will be the confidentiality obligations given by the Recipient and the supply by the Company of Confidential Information.

15. GENERAL

15.1 This letter may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same letter.

15.2 Nothing in this letter shall be taken to restrict the Company in a manner contrary to Rule 2.3(d) of the Code.

15.3 No variation of any of the terms of this letter shall be valid or effective unless it is in writing, refers to this letter and is signed or executed (as the case may be) by, or on behalf of, each party.

15.4 The rights and remedies given to the parties in this letter are in addition to, without prejudice to, and not exclusive of, any and all other rights and remedies given to them whether by this letter, by law or otherwise and all such rights and remedies are cumulative.

15.5 This letter represents the entire understanding and agreement of the parties hereto with respect to the matters contained herein.

16. GOVERNING LAW AND JURISDICTION

This letter and any dispute or claim arising out of or in connection with its subject matter (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this letter (including any dispute or claim relating to non-contractual obligations) and that accordingly any suit, action or proceedings arising out of or in connection with this letter shall be brought in such courts.

17. AGENT FOR SERVICE OF PROCEEDINGS

17.1 You shall maintain an agent in England for service of process and any other documents in proceedings in connection with this Agreement, whether the proceedings are in England or elsewhere.

17.2 The agent shall be Shurgard UK Ltd, currently of Egerton House, 68 Baker Street, Weybridge, KT13 8AL. You shall notify us in writing as soon as reasonably practicable of any change.

17.3 Any claim form, judgment or other notice of legal process shall be sufficiently served on you if delivered to the agent at its address for the time being.

Please acknowledge your acceptance of the terms of this letter by signing the enclosed duplicate of this letter and returning it under confidential cover to us.



Signed by a duly authorised signatory of Shurgard Self Storage Ltd, acting with due authority.

We hereby acknowledge receipt of your letter, of which this is a true copy and we accept and agree to the terms set out therein.

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Signed for and on behalf of Lok'n Store Group Plc

Date:2024

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Signed for and on behalf of Lok'n Store Group Plc

Date:12/2/.....2024