

Protocol No. FBK/204/24

To All to whom these presents shall come I **FRANCESCA BAUTISTA-KOLENIČ**, of the City of Gibraltar, **NOTARY PUBLIC**, duly admitted and sworn **DO HEREBY CERTIFY** that:

1. **TARRYTOWN LIMITED** is a Gibraltar company duly organised and existing, incorporated by the Registrar of Companies for Gibraltar on the 8th day of May 2009 under the Companies Act with incorporation number 102394 and having its registered office at Suites 7B & 8B, 50 Town Range, PO Box 472, Gibraltar GX11 1AA (the "Company");
2. The documents hereunto annexed marked "FBK 1" are true and faithful copies of Share Certificates numbered 1 to 4 of the Company;
3. The document hereunto annexed marked "FBK 2" is the true and faithful copy of the Declaration of Trust made by **FINSBURY HOLDINGS LIMITED** in favour of **FINSBURY TRUST CORPORATION LIMITED** as Trustees of **THE JAYBEL ALEXANDRA TRUST** with regards to 500 ordinary shares of GBP 1.00 each in the Company, dated the 7th April 2017;
4. The document hereunto annexed marked "FBK 3" is the true and faithful copy of the Declaration of Trust made by **FINSBURY NOMINEES LIMITED** in favour of **FINSBURY TRUST COMPANY LIMITED** as Trustees of **THE BELLARIA TRUST** with regards to 500 ordinary shares of GBP 1.00 each in the Company, dated the 10th day of February 2010;



BAUTISTA
NOTARIES

5. The documents hereunto annexed marked "FBK 4" are true and faithful copies of the Trust Deeds and supplemental deeds for THE JAYBEL ALEXANDRA TRUST and THE BELLARIA TRUST.

IN FAITH AND TESTIMONY whereof I the said Notary have subscribed my name and set and affixed my seal of office at Suite 5 & 6, Giro's Passage, Gibraltar this 5th day of March 2024.

Francesca Bautista-Kolenič
Notary Public



Bautista Notaries LLP

Suite 5 & 6, Giro's Passage, Gibraltar

t: 350 2250 2345 e: f.bautista@bautistanotaries.com www.bautistanotaries.com



AG 9941

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: UNITED KINGDOM OVERSEAS TERRITORY –
GIBRALTAR.

This public document

2. Has been signed by.....*FRANCESCA BRUNISTRA VIGENTE*.....

3. for and on behalf of notary public

4. bears the seal stamp of the said notary public

Certified

5. At Gibraltar 6. the.....*05 MAR 2024*.....

7. by THE GOVERNOR AND COMMANDER -IN-CHIEF OF
THE CITY OF GIBRALTAR

8. No.....*042634*.....

9. Seal / Stamps: 10. Signature:

[Signature]
For the Governor and Commander in Chief of the City of Gibraltar



Certificate number 1 for 1 Shares issued to Finsbury Holdings Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar
Tarrytown Limited Dated 08 May 2009

SHARE CERTIFICATE
of
TARRYTOWN LIMITED

No. of Certificate 1 No. of Shares 1
Incorporated in Gibraltar under The Companies Act

THIS IS TO CERTIFY that Finsbury Holdings Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar is/are the Registered
Proprietor of 1 Ordinary Shares of GBP1.00 each

In the above named Company, subject to the Memorandum and Articles of Association of the Company.

GIVEN under the Common Seal of the said Company.

the 8th day of May, 2009

Maurice A Perera
Finsbury Corporate Services Limited
Director

Finsbury Secretaries Limited
Secretary
Ajay Chhugani
Director/Secretary



#VPF:FRM64548#

FBU 1

Certificate number 3 for 1000 Shares issued to Tarrytown Limited
of Suites 7B & 8B, 50 Town Range, P.O. Box 472, Gibraltar Dated 04 June 2010

Dinton Limited

SHARE CERTIFICATE
of
DINTON LIMITED

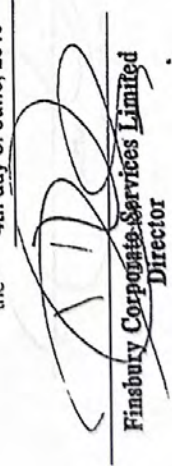
No. of Certificate 3 No. of Shares 1000
Incorporated in Gibraltar under The Companies Act

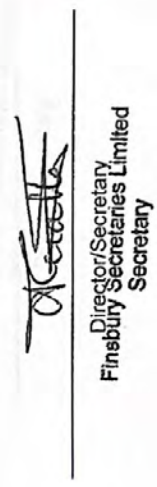
THIS IS TO CERTIFY that Tarrytown Limited
of Suites 7B & 8B, 50 Town Range, P.O. Box 472, Gibraltar is/are the Registered
Proprietor of 1000 Ordinary Shares of GBP1.00 each

In the above named Company, subject to the Memorandum and Articles of Association of the Company.

GIVEN under the Common Seal of the said Company.

the 4th day of June, 2010


Finsbury Corporate Services Limited
Director


Director/Secretary
Finsbury Secretaries Limited
Secretary



#VPF:FRM75736#

Certificate number 3 for 499 Shares issued to Finsbury Holdings Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar Dated 10 February 2010

Tarrytown Limited

SHARE CERTIFICATE
of
TARRYTOWN LIMITED

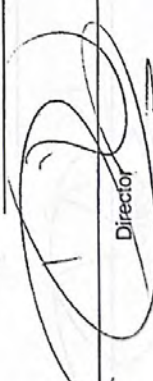
No. of Certificate 3 No. of Shares 499
Incorporated in Gibraltar under The Companies Act

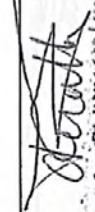
THIS IS TO CERTIFY that Finsbury Holdings Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar is/are the Registered
Proprietor of 499 Ordinary Shares of GBP1.00 each

In the above named Company, subject to the Memorandum and Articles of Association of the Company.

GIVEN under the Common Seal of the said Company,

the 10th day of February, 2010


Director


Secretary
Director/Secretary



#VPF:FRM72405#

Certificate number 4 for 499 Shares issued to Finsbury Nominees Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar Dated 10 February 2010

Tarrytown Limited

SHARE CERTIFICATE
of
TARRYTOWN LIMITED

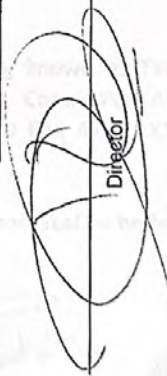
No. of Certificate 4 No. of Shares 499
Incorporated in Gibraltar under The Companies Act

THIS IS TO CERTIFY that Finsbury Nominees Limited
of Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar is/are the Registered
Proprietor of 499 Ordinary Shares of GBP1.00 each

In the above named Company, subject to the Memorandum and Articles of Association of the Company.

GIVEN under the Common Seal of the said Company,

the 10th day of February, 2010


Director


Director/Secretary



#VPF:FRM72407#

TO: Finsbury Trust Corporation Limited as Trustees of the Jaybel Alexandra Trust
Suites 7B & 8B
50 Town Range
P O Box 472
GX11 1AA
Gibraltar

WE: Finsbury Holdings Limited
Suites 7B & 8B
50 Town Range
P O Box 472
GX11 1AA
Gibraltar

(hereinafter called "the Trustees")

- (1) ADMIT that the shares specified in the Schedule hereto (hereinafter called "the said shares") are your absolute property and they only stand registered in our name at your request as your nominee in trust for you absolutely and that we have no beneficial interest whatsoever in the said shares.
- (2) AGREE to deal with the said shares and all dividends and interest thereof and any other benefits or advantages accruing in respect thereof and to vote at all meetings of the members in respect of the said shares in such manner as you may direct.
- (3) DECLARE and agree that you have the power from time to time by writing under your hand to remove us as such Trustees and to appoint new Trustees in our place.

SCHEDULE above referred to

500 Ordinary shares of GBP1.00 each, in the undertaking known as Tarrytown Limited, a Company registered in Gibraltar under the Companies Act with Registered Office at Suites 7B & 8B, 50 Town Range, P O Box 472, GX11 1AA, Gibraltar.

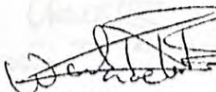
IN WITNESS whereof the Trustees have caused their Common Seal to be hereunto affixed this 7th April 2017

THE COMMON SEAL of the)

within-named Trustees)

was hereunto affixed)

in the presence of:-)


DIRECTOR

Shailah J Lopez
For and on behalf of
Finsbury Secretaries Limited
Secretary



TO: Finsbury Trust Company Limited as Trustees of The Bellaria Trust
Suites 7b & 8b
50 Town Range
Gibraltar

WE: Finsbury Nominees Limited
Suites 7b & 8b
50 Town Range
P.O. Box 472
Gibraltar

(hereinafter called "the Trustees")

- (1) ADMIT that the shares specified in the Schedule hereto (hereinafter called "the said shares") are your absolute property and they only stand registered in our name at your request as your nominee in trust for you absolutely and that we have no beneficial interest whatsoever in the said shares.
- (2) AGREE to deal with the said shares and all dividends and interest thereof and any other benefits or advantages accruing in respect thereof and to vote at all meetings whether of the Board of Directors or of the Company in respect of the said shares in such manner as you may direct.
- (3) DECLARE and agree that you have the power from time to time by writing under your hand to remove us as such Trustees and to appoint new Trustees in our place.

SCHEDULE above referred to

500 Ordinary shares of GBP1.00 each, in the Undertaking known as Tarrytown Limited. A Company registered in Gibraltar under the Companies Act with Registered Office at Suites 7b & 8b, 50 Town Range, P.O. Box 472, Gibraltar.

IN WITNESS whereof the Trustees have caused their Common Seal to be hereunto affixed this 10th day of February, 2010.

THE COMMON SEAL of the)
within-named Trustees)
was hereunto affixed)
in the presence of:-)

David D. Cuby
Director

Kerath
Secretary



Dated this 28th February 2001

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VALMET CORPORATE SERVICES LIMITED

(1)

THE VALMET TRUST COMPANY LIMITED

(2)

THE BELLARIA TRUST

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THIS SETTLEMENT is made this 28th February of the year two thousand and one.

BETWEEN :

VALMET CORPORATE SERVICES LIMITED of Suites 7B & 8B 50 Town Range Gibraltar (hereinafter referred to as "the Settlor" which expression shall include both or all of them if more than one) of the one part;

AND :

THE VALMET TRUST COMPANY LIMITED a Company incorporated in Gibraltar with Registered Office situate at Suites 7B & 8B 50 Town Range Gibraltar (hereinafter referred to as "the Original Trustees" which expression shall include both or all of them if more than one) of the other part.

WHEREAS :

1. The Settlor desires to provide a fund to apply for the benefit of the persons hereinafter named or described;
2. The Settlor has transferred or caused to be transferred into the name of or placed under the control of the Original Trustees the property specified in the Second Schedule hereto and it is apprehended that the Settlor may hereafter transfer or cause to be transferred further property to be held on the trusts hereof; and
3. It is further apprehended that the Settlor or persons other than the Settlor may hereafter transfer or cause to be transferred or placed under the control of the trustees further property to be held on the trusts hereof.

NOW THIS DEED WITNESSETH as follows :-

INTERPRETATION AND DEFINITIONS

1. In this Settlement where the context so admits the following terms have the meanings attributed to them below:-

- (a) "*the Trustees*" means the Original Trustees or other the trustees or trustee for the time being of this Settlement.
- (b) "*the Trust Fund*" means:-
 - i) the property specified in the Second Schedule hereto; and
 - ii) all monies investments commodities or financial futures real or personal property whatsoever hereafter paid or transferred to or placed under the control of or otherwise vested in and accepted by the Trustees as accretions to the Trust Fund; and
 - iii) the monies investments assets commodities or financial futures or any other real or personal property whatsoever from time to time representing such money investments additions and property or any part or parts thereof including any income or capital accumulated under the provisions of this settlement.
- (c) "*the Perpetuity Period*" means the period commencing on the date hereof and ending on the expiration of one hundred years from the date hereof.
- (d) "*the Trust Period*" means the Perpetuity Period or such earlier date as the Trustees for the time being hereof may irrevocably by deed or declaration in writing declare to be the date of the expiration of the Trust Period as is hereinafter provided.
- (e) "*the Accumulation Period*" shall be the first ninety-nine years of the Perpetuity Period or such lesser period as may from time to time be permitted under the laws of Gibraltar
- (f) "*the Beneficiaries*" means and includes any and all of the persons specified implied or described in the Third Schedule hereto and so that in determining whether or not a person is a Beneficiary of this Settlement an adopted or legitimated person shall be treated as the child of his adoptive or legitimated parents as the case may be and further so that references to the issue of any person shall include the children and remoter issue of such person through all

degrees. **PROVIDED ALWAYS** that no person or object or class of persons or objects shall be included in the class of Beneficiaries as defined in the Third Schedule hereto if such person or object or class of persons or objects is a Gibraltarian or resident of Gibraltar as defined by the Companies (Taxation and Concessions) Ordinance of Gibraltar without the prior written consent of the Financial and Development Secretary of Gibraltar.

- (g) Words importing masculine gender only shall include the feminine also and vice versa.
- (h) Words importing the neuter gender only shall include the masculine and feminine genders also and vice-versa.
- (i) Words in the singular only shall include the plural also and vice versa.
- (j) "*Person*" means any individual and shall include any body of persons corporate or unincorporated or any association or institution (whether charitable or otherwise).
- (k) "*this trust*" "*the trust*" "*this settlement*" "*the settlement*" "*these presents*" and any other such reference shall include any deed or deeds supplemental hereto.
- (l) The Table of Contents headings and sub-headings in this deed are inserted only for the purpose of reference to its provisions and shall in no way affect the construction or interpretation of such provisions.
- (m) References to any legislation statutes or act includes any modification or re-enactment thereof for the time being in force in the jurisdiction which for that time governs this settlement.
- (n) "*the Protector*" means the person for the time being constituted as the protector of this settlement pursuant to Clause 15 hereof.

NAME OF SETTLEMENT

2. This settlement shall be known as "*the Bellaria Settlement*" or by such other name as the Trustees for the time being hereof shall from time to time determine by resolution. A copy of any such resolutions changing the name by which this settlement is known shall be appended to this Deed.

DECLARATION OF TRUST

3. The Trustees may either allow the Trust Fund to remain in its current form for so long as the Trustees think fit or may at any time or times at the absolute discretion of the Trustees invest the property now comprising the Trust Fund in the name or under the legal control of the Trustees or any other person in or upon any of the investments hereby authorised with power at the absolute discretion to sell vary or transpose any investment or part thereof for or into others of any nature hereby authorised.

POWER OF APPOINTMENT

4. The Trustees shall hold the Trust Fund and the income thereof on such trusts for the benefit of all or any one or more exclusively of the others of the Beneficiaries in such shares at such times with and subject to such powers of appointment and other powers and discretions exercisable by the Trustees or any other person or persons upon such conditions subject to such limitations with such provisions for investment accumulations advancements the raising of portions and the administration of the trust property and generally in such manner as the Trustees or Trustee as the case may be shall by deed or deeds declaration or declarations in writing revocable or irrevocable executed during the Trust Period and without infringing the rule against perpetuities appoint *provided always* that the Trustees shall be at liberty at any time or times wholly or in part to release the power hereby conferred upon them.

TRUSTS OF INCOME AND CAPITAL

5. In default of and subject to and until each and every exercise of the powers of appointment hereinbefore conferred upon them the Trustees shall hold the Trust Fund and the income thereof during the Trust Period upon the following trusts that is to say :-

- (a) Upon trust during the Trust Period to pay appropriate or apply the whole or such part of the capital and the income thereon of the Trust Fund as the Trustees may in their absolute discretion think fit to or for the maintenance or otherwise for the benefit of all or such one or more exclusive of the other or others of the beneficiaries in such shares and proportions as more than one and generally in such manner as the Trustees shall in their absolute discretion think fit.
- (b) to hold any capital or income appropriated to a Beneficiary under the provisions of the preceding sub-clause to pay or apply the same to or for the benefit of such Beneficiary with power to declare such other trusts in respect of the same (without infringing any rule against

perpetuities applicable hereto) for the benefit of such Beneficiary as the Trustees may in their absolute discretion determine including but without prejudice to the generality of the foregoing provisions for maintenance education or advancement or for accumulation of income whether during minority or otherwise and with such discretionary trusts and powers exercisable by such persons as the Trustees shall in their like discretion determine.

- (c) subject to the foregoing powers the Trustees may in their absolute discretion during the Accumulation Period accumulate the income of the Trust Fund and add the accumulations to the capital of the Trust Fund.
- (d) at the expiration of the Trust Period upon trust as to both capital and income of the Trust Fund for all or such one or more exclusive of the other or others of the Beneficiaries in such shares and proportions if more than one and generally in such manner as the Trustees shall prior to or on the date of such expiration in their absolute discretion determine and in default of and subject to such determination upon trust for such of the Beneficiaries as shall then be living in equal shares absolutely.
- (e) subject to the foregoing trusts upon trust as to both capital and income for such charitable purposes as the Trustees shall determine and in default of and subject to such determination for charitable purposes generally.

POWERS OF APPOINTMENT AND ADVANCEMENT

6. Notwithstanding the trusts and provisions hereinbefore declared and contained the Trustees may at any time or times during the Trust Period if in their absolute discretion they shall so think fit:-

- (a) by any deed or deeds revocable or irrevocable during the Trust Period appoint such new or other trusts powers and provisions governed by the law of any part of the world of and concerning the Trust Fund or the income thereof or any part or parts thereof for the benefit of the Beneficiaries or any one or more of them exclusive of the other or others at such age or time or respective ages or times and in such shares and proportions and subject to such powers or appointment vested in any person or persons and such provisions for maintenance education or advancement or for accumulation of income during minority or for the purpose of raising a portion or portions or for forfeiture in the event of bankruptcy and otherwise at the discretion of any person or persons and with such discretionary trusts and powers (including power to add Beneficiaries) exercisable by such persons and generally in such

manner as the Trustees may think fit for the benefit of such Beneficiaries or any one or more of them as aforesaid and for the purpose of giving effect to any such appointment by the same deed revoke all or any of the trusts powers and provisions herein contained with respect to the Trust Fund or the part or parts thereof to which such appointment relates and so that in the event of any such appointment the Trustees shall thenceforward hold the Trust Fund or the part or parts thereof to which such appointment relates upon and subject to the trusts powers and provisions so appointed in substitution for any of the trusts powers and provisions hereof so revoked as aforesaid and in priority to the other trusts powers and provisions herein declared and contained and in any appointment under the foregoing power the Trustees may delegate to any person or persons all or any of the powers and discretions by this settlement or by law vested in the Trustees.

- (b) raise any sum or sums out of the capital of the Trust Fund and pay or apply the same to or for the benefit of all or any one or more exclusive of the other or others of the Beneficiaries and in such respective amounts if more than one and generally in such manner as the Trustees shall in their like discretion think fit.
- (c) pay or transfer the whole or any part or parts of the capital or income of the Trust Fund to the Trustees for the time being of any other trust wheresoever established or existing (whether governed by the laws of Gibraltar or by the law of any other state or territory) under which any one or more of the Beneficiaries are interested notwithstanding that such other trust may also contain trusts powers and provisions (discretionary or otherwise) in favour of some other person or persons or objects if the Trustees shall in their absolute discretion consider such payment to be for the benefit of such one or more of the Beneficiaries.
- (d) settle capital on all or any one or more of the Beneficiaries and any settlement made by the Trustees under this present power upon or for the benefit of any one or more of the Beneficiaries as aforesaid may be created in and under the law of any part of the world (being a part of the world the local law whereof recognises settlements of the kind proposed to be made) and may contain such trusts powers and provisions whatsoever (including trusts powers and provisions to be exercised at the discretion of any person or persons) as the Trustees shall think proper for the benefit of such Beneficiaries.
- (e) apply the whole or any part or parts of the capital or income of the Trust Fund in or towards the payment or discharge of any estate duty capital transfer tax capital gains tax wealth tax

income tax shall
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the Beneficia
be resident
laws of Gib

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7. (a)

income tax stamp duty or other tax duty or fiscal imposition whatsoever levied or imposed in any part of the world upon the Trustees of or otherwise in respect of any other trust in which the Beneficiaries or any one or more of them shall be interested wherever such Trustees shall be resident and wherever such trust is established or existing and whether governed by the laws of Gibraltar or by the law of any other state or territory.

- (f) form a company or companies in any part of the world and may at their discretion transfer to that company or companies all or any part of the capital and income of the Trust Fund whether by way of subscription loan (at or free of interest and whether secured or unsecured) or otherwise and the cost and expenses of forming such a company and transferring all or any part of the capital and income of the Trust Fund shall be a charge on the Trust Fund.

PROVISIONS RELEVANT TO CLAUSE 6

- 7. (a) for the purposes of Clause 6 hereof the word "trust" shall mean any trust created by any settlement declaration of trust will or codicil or other instrument whatsoever under the law in force in any part of the world and a person shall be deemed to be interested under a trust if any capital or income comprised in the trust is or may become liable to be transferred paid applied or appointed to him or her or for his or her benefit either pursuant to the terms of the trust or in consequence of an exercise of any power or discretion thereby conferred on any person.
- (b) the provisions of Clause 6 shall have effect notwithstanding any rule or law or equity restricting the delegation of a power or discretion.
- (c) no power conferred by the said Clause 6 hereof:-
 - i) shall be exercised in such a way as to infringe any rule against perpetuities and accumulations applicable hereto;
 - ii) shall authorise any payment or transfer or advance to the Trustees of another trust if any of the excluded persons under the provisions of Clause 24 hereof would or might be or become Beneficiaries or able to benefit under or by virtue of such other trust in any circumstances.
- (d) upon the payment or transfer pursuant to the said Clause 6 of any money or property to the

Trustees of any other trust the Trustees hereof shall not be bound to see to the further application of such money or property.

DETERMINATION OF TRUST PERIOD

8. The Trustees may at any time in their discretion by instrument in writing declare the Trust Period to be determined in relation either to the whole of the Trust Fund or to any part or parts thereof to the extent that the Trust Fund and the income thereof or such part or parts thereof respectively as shall be specified in such deed shall be held upon the trusts and subject to the powers and provisions upon and subject to which the same would then be held if the Trust Period had then expired by effluxion of time and such determination shall take effect accordingly.

IRREVOCABILITY OF SETTLEMENT

9. The settlement hereby created shall be irrevocable.

TRUSTEE DIRECTORSHIPS

10. A trustee who is appointed a director of a company shall be entitled to retain all emoluments received by him for services rendered in his capacity as a director and shall not be accountable in any way whatsoever to the Trust Fund for such emoluments.

TRUSTEE DOMICILE AND RESIDENCE

11. It is hereby declared that any person or corporation may be appointed a trustee although he is neither domiciled nor resident in Gibraltar.

ADDITIONAL POWERS

12. The additional trusts powers and provisions set forth in the First Schedule hereto shall have effect as if set forth in this clause but so that no power set forth in that Schedule shall be exercisable so as to infringe the rule against perpetuities and accumulations.

POWER OR APPOINTMENT OF NEW OR ADDITIONAL TRUSTEES

13. The power of appointing a new or additional trustee or trustees hereof shall be exercised by deed and shall be vested in the persons specified in the Sixth Schedule in the order so specified.

PROTECTOR AND POWERS OF PROTECTOR

14. The Protector shall have the power by deed to remove any Trustee for the time being and any deed executed by the Protector in accordance with the terms of this Clause shall constitute an absolute

discharge of the Trust

15. (a) The first Protector
Hill Montreal

- (b) A new Protector
(individual or
company) is
passes a res
or whenever
that the Pro

- (c) Whenever
appointed
appointment
effecting
appointment

- (d) Power to
Fourth
condition

- (e) If at an
expiration
this clause
the Pro
all res

16. Notwithstanding
uncontrolled
Trustees by
be exercisable

discharge of the Trustees named in such deed.

15. (a) The first Protector shall be Valmet Trustees Limited of Suite 1720 1080 Côte Beaver Hall Hill Montreal Quebec Canada.
- (b) A new Protector shall be appointed whenever the Protector for the time being (being an individual) dies or is desirous of being discharged from the position of Protector or (being a company) is put into liquidation (whether voluntary or compulsory) or ceases to exist or passes a resolution to the effect that it desires to be discharged from the position of Protector or whenever the person for the time being having power to appoint a new Protector desires that the Protector for the time being should be removed as Protector.
- (c) Whenever occasion arises for appointing a new Protector such new Protector shall be appointed by declaration in writing or by will or codicil signed by the person making such appointment and the same shall be effective when the document or certified copy thereof effecting the same is received by the Trustees who shall cause a memorandum of such appointment to be endorsed on this settlement.
- (d) Power to appoint a new Protector shall be vested in such persons as are specified in the Fourth Schedule hereto in the order of priority and in the manner and subject to such conditions (if any) therein specified.
- (e) If at any time there is for a period of six months no Protector the Trustees shall from the expiration of that period and unless and until a Protector is appointed under sub-clause (d) of this clause have power themselves to appoint a person other than one of the Trustees to be the Protector and any appointment duly made by them under this power shall have effect in all respects as if it had been duly made under sub-clause (d) of this clause.

CONSENT OF PROTECTOR

16. Notwithstanding anything herein contained and in particular anything conferring an absolute or uncontrolled discretion on the Trustees hereof all and every power and discretion vested in the Trustees by such provisions of this settlement as are specified in the Fifth Schedule hereto shall only be exercisable by them with the prior or simultaneous written consent of the Protector.

17. (a) The Protector may from time to time by written notice to the Trustees (a memorandum of which shall be endorsed on or permanently attached to this settlement) declare (either generally or in relation to any particular act or acts and either permanently or for such period as shall be specified in the notice) that any act or acts herein declared to require the consent of the Protector shall not require such consent and the said notice shall be effective according to its terms.

- (b) If and whenever and so long as there is no Protector capable of acting a memorandum to that effect shall be endorsed on or permanently attached to this settlement and all the provisions of this settlement (other than Clause 15 and this present clause) shall be read and have effect as though references to the Protector or the consent of the Protector were omitted.

POWER OF MAINTENANCE AND ADVANCEMENT TO INFANTS

18. Whenever the Trustees shall determine to apply any income for the maintenance education or benefit of any infant or any sum or capital for the advancement or benefit of any infant they may either themselves so apply that income or capital or may pay the same to the parent or guardian of such infant without seeing to the application thereof and without regard to the means of such parent or guardian or to the amount of any income or capital of such infant so that the receipt of such parent or guardian shall be a complete discharge to the Trustees.

TRUSTEE INDEMNITY

19. In the execution or purported execution of this trust no Trustee shall be liable for any loss to the Trust Fund arising in consequence of the failure depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good faith or of any other matter or thing except intentional wilful misconduct and individual fraud and wrongdoing on the part of the Trustee who is sought to be made liable.

TRUSTEE REMUNERATION

20. (a) Any trustee for the time being hereof being a bank trust company solicitor accountant or other person engaged in any business or profession or any such person associated with such trustee or in the case of a corporate trustee associated or beneficially interested or in any way connected with such trustee shall be entitled to charge and be paid all usual professional or other charges for business done and time spent and services rendered by him or his firm or any partner associate or employee of his in the execution of the trusts and powers hereof together with all out of pocket disbursements and expenses whether in the ordinary course of

his business or profession or not and although not of a nature requiring the employment of a bank trust company solicitor accountant or other professional person and shall be entitled to retain any commission which would or may become payable to him notwithstanding such commission is payable as a direct or indirect result of any dealing with property which is or may become subject to the trusts hereof.

- (b) Any Trustee for the time being hereof who shall be a company authorised to undertake trust business shall be entitled in addition to reimbursement of its proper expenses to remuneration for its services in accordance with such company's published terms and conditions for trust business in force from time to time.
- (c) No Trustee hereof or director or other officer of any corporation which is a trustee hereof shall be liable to account for any remuneration or other profit received by him in consequence of his acting as or being appointed to be a director or other officer or servant of any company even though his appointment was procured by an exercise by him or by the Trustees of voting rights attached to securities in the Trust Fund or by any abstention from exercising such voting rights.
- (d) Any Trustee or any associate of a Trustee hereof who carries on the business of banking may act as banker for this settlement on the same terms as those made with an ordinary customer without being liable to account to the Trust Fund for any profits earned thereby except for interest payable on any sums placed with such trustee or associate on an account as an investment of any part of the Trust Fund.

EXPENSES

- 21. The expenses in connection with the preparation establishment and administration of this trust including without prejudice to the generality of the foregoing the remuneration and charge of the Trustees hereinafter provided for and of the investment and re-investment of any parts of the Trust Fund and the collection of income and other sums derivable therefrom may be paid out of the Trust Fund and may be charged against capital or income or partly out of one and partly out of the other at the discretion of the Trustees.

DECLARATION OF TRUST OF ADDITIONAL PROPERTY

22. In the event of any addition or accretions to the Trust Fund being made by the Settlor or some person other than the Settlor then subject and without prejudice to any express direction to the contrary contained in any instrument or instruments by which the same is added all the provisions of this settlement shall apply to such additions or accretions.

POWER TO IGNORE INTEREST

23. The Trustees in exercising any of the powers hereby conferred in favour of any particular person are hereby expressly authorised to ignore entirely the interests of any other person interested or who may become interested under these trusts and in particular (but without prejudice to the generality of the foregoing) no appointment or advancement made in exercise of any power shall be invalid on the grounds that :-

- (a) an insubstantial illusory or nominal share is appointed to any objects of such power or left unappointed; or
- (b) any objects of such power are thereby altogether excluded;

but every such appointment or advancement shall be valid notwithstanding that any objects of the power are not thereby or in default of appointment to take any share in the Trust Fund.

POWER OF EXCLUSION

24. The Trustees shall have power during the Trust Period (notwithstanding any rule of law to the contrary) by deed or deeds or by declaration in writing revocable or irrevocable wholly or partially to exclude any one or more of the Beneficiaries whether ascertained or not from future benefits under this trust and thereupon such Beneficiary shall be excluded accordingly provided that this power shall not be capable of being exercised so as to derogate from any interest to which such Beneficiary has previously become indefeasibly entitled whether in possession or in reversion or otherwise.

POWER OF DELEGATION

25. The Trustees shall have power (notwithstanding any rule of law to the contrary) by deed or deeds or by declaration in writing signed by them revocably or irrevocably during the Trust Period to delegate to any person the execution or exercise of all or any trusts powers and discretions hereby or by law conferred

on the Trustees. Without from any further liability are transferred to any of

Pow

26. Without prejudice to or discretion required made by a majority of the Trustees) if it renders any of the provisions

27. No power shall be exercisable under any rule

28. If a Beneficiary is incapable of taking any share

on the Trustees. Without prejudice to the terms of Clause 19 hereof the Trustees shall be discharged from any further liability in respect of any power delegated or of any parts of the Trust Fund which are transferred to any of the Beneficiaries or to any Trustees or nominee pursuant to this clause.

POWERS EXERCISABLE BY THE MAJORITY OF TRUSTEES

26. Without prejudice to the terms of Clause 19 hereof every decision resolution or exercise of a power or discretion required to be or capable of being made by the Trustees shall be validly made if so made by a majority in number of the Trustees and any instruments executed in pursuance of any such decision resolution or exercise shall have binding legal effect (as if executed by all the Trustees) if it shall have been executed by a majority in number of the Trustees but not so as to render any of the Trustees liable for any act or thing done or omitted without his consent by reason of the provisions of this sub-paragraph or for any act in which he joins for conformity only.

RESTRICTIONS ON EXERCISE OF POWERS

27. No powers conferred on the Trustees in this settlement shall be exercised in such a way as to infringe any rule against perpetuities or accumulations applicable hereto.

INDEMNITY OF PAST TRUSTEES

28. If a Trustee retires from the trusts hereof or becomes by reason of residence or place of incorporation incapable of acting as a Trustee hereof such Trustee shall be released from all claims demands actions proceedings and accounts of any kind on the part of any person (whether in existence or not) actually or prospectively interested under this settlement for or in respect of the Trust Fund or the income of the Trust Fund or the trusts of this settlement or any act or thing done or omitted in execution or purported execution of such trusts other than and except only actions :-

- (a) arising from any fraud or fraudulent breach of trust or wilful misconduct or wrongdoing in which such Trustee or (in the case of a corporate trustee) any of its officers was a party or privy; or
- (b) to recover from such Trustee trust property or the proceeds of trust property in the possession of such Trustee or previously received by such Trustee (or in the case of a corporate trustee) any of its officers and converted to his use.

PROPER LAW

29. This Settlement is established under the laws of Gibraltar and subject and without prejudice to any transfer of the administration of the trusts hereof to any change in the proper law of this settlement and to any change of the law of interpretation of this settlement duly made according to the powers and provisions hereinafter declared the proper law of this settlement shall be the law of Gibraltar and Gibraltar shall be the forum for the administration thereof.

RELEVANT JURISDICTION

30. (a) For the purposes of this clause the term "relevant jurisdiction" shall mean the jurisdiction designated as the relevant jurisdiction from time to time in writing by the Trustees and the term "designated trustee" shall mean such trust corporation or banking institution as may from time to time be named in writing by the Trustees as the designated trustee for the purposes hereof which shall whenever possible be incorporated in or have its principal place of business in a jurisdiction which provides the same or similar advantages with respect to but not limited to taxation and confidentiality as currently provided in Gibraltar.
- (b) The happening of any of the following events or circumstances in the relevant jurisdiction shall forthwith and without further action on the part of any person terminate the tenure of the then Trustees of this settlement and they shall thereupon cease to be Trustees of this settlement and to act as such Trustees and shall thereby be divested of the property and the title of the Trust Fund.
- i) The declaration or existence of a state of war in consequence whereof the citizens nationals or residents of the relevant jurisdiction or any corporation incorporated in such jurisdiction the shares or stock of which form a part of the Trust Fund are declared to be enemy aliens by the government of the United Kingdom.
 - ii) The invasion of the territory of the relevant jurisdiction by military force.
- (c) The enactment of any law or any action by or in the part of any governmental authority agency or officer of the relevant jurisdiction the aim purpose or effect of which is :-
- i) the acquisition exportation or confiscation of any of the assets comprising the Trust Fund.
 - ii) the restriction suspension or abrogation in whole or in part of this settlement or of

any contract in relation to the Trust Fund to which the trustee is a party.

- iii) the compulsory conversion of the assets comprising the Trust Fund (or such part thereof as shall not consist of the currency or securities in the currency of the relevant jurisdiction) into the currency or securities in the currency of the relevant jurisdiction.
 - iv) to compel the Trustee of this settlement to sell or otherwise dispose of the assets comprising the Trust Fund or any part thereof which do not consist of the currency of or securities in the currency of the relevant jurisdiction.
- (d) The withdrawal cancellation or restriction of the exemptions or reliefs presently granted or agreed to be granted in relation to this trust by the controller of exchange of the relevant jurisdiction or the happening of any act or thing whereby the same shall cease to be effective.

Upon the occurrence of any of such events the property and the title to the Trust Fund shall vest in the Designated Trustee who shall automatically become the Trustee of this settlement in succession to the then Trustee and thereafter the rights of all persons and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only according to the law of the place of incorporation of such Designated Trustee the courts of which shall become the forum for the administration of this settlement (but so that nonetheless the successor Trustees may by deed declare that the trusts hereof shall be read and take effect according to such other law as they shall think fit). Any Trustee acting as Trustee of this settlement upon the occurrence of any of the aforesaid events shall not thereafter be responsible as Trustee of this settlement except for those of its acts or omissions which constitute actual fraud wilful misconduct or wrongdoing. Any corporation which shall become a Trustee on the occurrence of any of the aforesaid events as hereinabove provided shall be entitled to all the rights powers discretions authority and immunities granted to any other Trustee under any provisions of this settlement.

TERMINATION PRIOR TO EXPIRATION OF PERPETUITY PERIOD

31. In the event that this settlement is in existence ten (10) days prior to the expiration of the Perpetuity Period it shall terminate five (5) days prior to the expiration of the Perpetuity Period and the whole of the income and capital of the Trust Fund shall vest in such of the Beneficiaries then in existence

exclusive of the other or others as the Trustees may by deed or declaration in writing determine and in default of such determination the whole of the income and the capital of the Trust Fund shall vest in such of the Beneficiaries in existence at the time in equal shares as tenants in common.

RETIREMENT OF TRUSTEE

32. If any Trustee hereof shall at any time desire to withdraw and be discharged from the trust hereof he or it may do so by notice in writing signed by himself or in the case of a corporate trustee by any of its officers given to the person having for the time being power to appoint new or additional Trustees hereof and upon the expiration of thirty (30) days after posting by certified or registered mail or personal delivery of such notice the Trustee so doing shall cease to be a Trustee hereof to all intents and purposes except as to acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new Trustees or otherwise as the case may require provided however that if in the event substituted Trustees cannot be located and the Trustee wishing to withdraw is notified within said thirty day period the withdrawing Trustee shall continue in its capacity as Trustee for an additional period of up to thirty (30) days as may be required but for no longer.

WITHDRAWAL OF BENEFICIARY

33. Notwithstanding anything hereinafter contained any of the Beneficiaries shall have the power from time to time by instrument in writing or by deed delivered to the Trustees to declare that he is no longer to be included among the Beneficiaries and whether in respect of the whole or any parts of the Trust Fund as and from the date of any such declaration the Trustees shall be absolutely prohibited from exercising in favour or for the benefit of the person making such declaration or his estate any power or discretion conferred on them either as regards payment appropriation or application of income or capital of the Trust Fund or of the parts thereof to which such declaration may relate **PROVIDED ALWAYS** that :-

- (a) the Trustees shall not be liable in respect of any such payment appropriation or application which may be made by them before receiving notice of such declaration; and
- (b) where such declaration is made in respect only of parts of the Trust Fund the same may be revoked by deed or instrument in writing delivered to the Trustees.

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34. In any appointment the Trustees shall have power to appoint any part thereof and to provide that all or any such trustees shall be subject to the jurisdiction of Gibraltar.

RESTRICTION

35. The Trustees shall have power to extend or restrict the future powers of the Trustees notwithstanding the fiduciary duties of the Trustees by the Third Schedule and such release there is at least to the benefit of Beneficiaries.

36. The office of a Trustee shall be found in the proceedings under any law and any company shall enter into any agreement merely a voluntary liquidation.

37. Notices of all changes in the composition of the Trustees remaining or continuing in office shall be evidence to any person.

38. Notwithstanding anything to the contrary in any instrument relating to the Trust Fund

- (a) the Trust Fund shall be held in entire exclusion of any contract or

APPOINTMENT OF SEPARATE TRUSTEES

34. In any appointment the Trustees shall have power to appoint separate trustees of the Trust Fund or any part thereof and to provide for the appointment of new or additional separate Trustees thereof so that all or any such trustees or new or additional trustees may be persons resident within or without the jurisdiction of Gibraltar.

RESTRICTION OF FUTURE POWERS OF TRUSTEES

35. The Trustees shall have power from time to time by instrument revocable or irrevocable to release extend or restrict the future exercise of any powers conferred on them by this trust or by law notwithstanding the fiduciary nature of any such powers provided that the power conferred upon the Trustees by the Third Schedule hereof shall not be capable of being released unless at the date of any such release there is at least one person (not being a charitable object) who is a member of the class of Beneficiaries.

DETERMINATION OF OFFICE OF TRUSTEE

36. The office of a Trustee shall be ipso facto determined and vacated if such Trustee being an individual shall be found to be a lunatic or of unsound mind or if he shall become subject to any proceedings under any bankruptcy or insolvency laws applicable to him or if such Trustee being a company shall enter into liquidation or dissolution whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction).

NOTICES OF CHANGES IN TRUSTEESHIP

37. Notices of all changes in the Trusteeship may be endorsed or attached to this trust signed by the remaining or continuing Trustees and the new Trustees and every such notice shall be sufficient evidence to any persons having dealings with this trust as to the facts to which it relates.

EXCLUDED PERSONS

38. Notwithstanding anything herein expressed or implied :-
- (a) the Trust Fund and the income thereof shall henceforth be possessed and enjoyed to the entire exclusion of those persons named described or implied in the Seventh Schedule hereto by contract or otherwise.

- (b) no part of the capital or income of the Trust Fund shall be paid or lent or applied for the benefit either directly or indirectly of any Excluded Person in any manner or in any circumstances whatsoever.

- (c) no power or discretion hereby or by any appointment made hereunder or by law conferred upon the Trustees or any of them shall be capable of being exercised in such manner that any Excluded Person will or may become entitled either directly or indirectly to any benefit in any manner or in any circumstances whatsoever.

IN WITNESS WHEREOF

common seal or seals the day a

The Trustees shall have t

SEVERABILITY

39. In the event that any provision of this trust deed shall be or become invalid illegal or unenforceable it shall not affect the validity legality or enforceability of any other provision of this trust deed.

VARIATION

40. This settlement is irrevocable provided always that notwithstanding anything hereinbefore contained or implied the Trustees may at such time as they shall in their absolute discretion think fit (but not without the prior consent in writing of the Protector) by any instrument in writing executed within the Trust Period revocable or irrevocable (paying due regard to any applicable rule against perpetuities) vary the provisions herein contained by revoking wholly or partially all or any of the said provisions and substituting such new or modified trusts limitations powers or provisions whatever concerning the Trust Fund and the income thereof in favour or for the benefit of all or any one or more exclusively of the others or other of the Beneficiaries as they may think fit and so that the Trustees shall have power to create protective or discretionary trusts or powers operative or exercisable at the discretion of any persons and generally to make or confer in favour or for the benefit of all or any of the Beneficiaries all such dispositions provisions or powers of or in relation to the Trust Fund and/or the income thereof or any part thereof as they could lawfully make or confer of or in relation to any property belonging to them absolutely and beneficially provided further that no exercise of the foregoing powers conferred on the Trustees by this clause shall invalidate any prior payment or application of the Trust Fund or the income thereof or any part or parts thereof respectively made under any power conferred on the Trustees by this settlement or by law.

VALUE OF NOTARISED COPY OF TRUST

41. Any person dealing with this trust may rely upon a copy of this trust and of any notices endorsed thereon or attached thereto certified by the Trustees or the Trustees' lawyer before a notary public to the same extent as he might rely on the original.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand or hands or affixed their common seal or seals the day and year first above written.

THE FIRST SCHEDULE
(Additional Trustee Powers)

The Trustees shall have the following additional powers exercisable in relation to the trusts of this deed :-

POWER TO DEAL WITH LAND AND SPECULATIVE INVESTMENTS

- (1) Power to sell exchange convey lease mortgage charge agree to let license and otherwise conduct the management of any land of any tenure that may at any time be subject to the trusts hereof as if the Trustees were the sole beneficial owners thereof. Without prejudice to the generality of the above the acquisition of any investment although of a speculative nature shall be deemed to be an authorised investment of the Trust Fund and the Trustees shall not be under any obligation or be liable for any loss occasioned by any failure to diversify the investments of the Trust Fund notwithstanding that the whole or a substantial part of the Trust Fund may consist of the stocks shares or debentures of a single company.

POWER TO VARY PROPERTY OR INVESTMENTS

- (2) Power to change or vary any property or investments for the time being subject to the trust hereof for others hereby or by law authorised.

POWER OF INVESTING

- (3) Power to invest or lay out monies requiring to be invested under the trusts hereof in the purchase of or subscription of or at interest upon the security of land immovable or real property of any tenure or personal or movable property or whatsoever nature (whether producing income or not) or in any trade industrial technical or commercial venture (whether or not as partner or limited partners with others) or through limited companies or other investments or property of whatsoever nature and wheresoever situate including the purchase or improvement of a freehold or leasehold dwelling house for use as a residence and whether involving liability or not or upon such personal credit with or without security as the Trustees shall in their absolute discretion think fit to the extent that the Trustees shall have the same powers in all respects as if they were a sole beneficial owner.

POWER TO DEVELOP LAND AND BUILDINGS

- (4) Power to apply money for the time being subject to the trusts hereof in improving or developing any land which may for the time being be subject to the trusts hereof or erecting enlarging improving or rebuilding any buildings upon such land or decorating redecorating equipping or furnishing any such buildings.

POWER TO PERMIT BENEFICIARIES TO OCCUPY HOUSES AND USE CHATELS

- (5) Power to permit any Beneficiary to reside in any dwelling house occupy any building or land or have the custody or use of any chattels which may for the time being be subject to the trusts hereof upon such conditions as to payment of rent taxes and other expenses and outgoings and as to repair decoration and insurance and for such period and generally upon such terms (whether or not being such terms as would normally be negotiated between persons at arm's length) as may be beneficial to the Beneficiary or Beneficiaries as the Trustees in their discretion think fit but the Trustees shall not be concerned to see to the insurance preservation repair or renewal of any building or land household furniture or other chattels occupied or used by any such of the Beneficiaries.

POWER TO IMPROVE LAND OR BUILDINGS

- (6) Power to apply any capital monies in making any repairs whether of a permanent nature or not and any improvements whether sanctioned by law or not to any real or immovable property for the time being held upon the trusts hereof or in erecting demolishing or rebuilding repairing decorating repairing or making structural alterations to any building forming part of such property.

POWER TO REPAIR AND INSURE BUILDINGS

- (7) The Trustees shall not be bound to see nor be liable or accountable for omitting or neglecting to see to the repair or insurance of any buildings or to the payment of any outgoings in respect thereof but may repair and insure any such buildings in such manner and to such extent as they shall in their discretion think fit and pay out of the income of the Trust Fund the costs of all such repairs and or effecting and keeping up any such repairs and of effecting and keeping up any such insurance and any such outgoings as aforesaid in priority to any other trusts affecting the same income.

POWER TO APPROPRIATE INVESTMENTS

- (8) Power to appropriate any investments hereof in their actual or potential interest of any person having an interest on all persons interested in the investments.

POWER TO BORROW MONEY

- (9) Power to borrow money on such terms as may think fit and whether by mortgage of the Trust Fund or upon personal security or borrowed in purchase of the Trust Fund or otherwise the Trust Fund may be used.

POWER TO EFFECT ANY CAPITAL POLICY

- (10) Power to effect any capital policy on the Trust Fund in or towards the purchase of any policy and power to apply any monies required otherwise as the Trustees may think fit capital or income money so borrowed.

FURTHER POWERS

- (11) In respect of or in relation to the trusts hereof

(a) Power to invest the same in such manner as the Trustees may think fit

(b) Power to pay out of the income of the Trust Fund any such sums as may be required for the payment of the same

POWER TO APPROPRIATE INVESTMENTS OR PROPERTY TOWARDS SATISFACTION OF BENEFICIAL

INTEREST

- (8) Power to appropriate any investment or property from time to time subject to the trusts hereof in their actual state of investment in or towards the satisfaction of the beneficial interest of any person hereunder so that any appropriation so made shall be final and binding on all persons interested or who may become interested under the trusts hereof.

POWER TO BORROW AND INVEST MONEY

- (9) Power to borrow money on such terms as to interest repayment and otherwise as the Trustees may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only or otherwise howsoever and to use such money so borrowed in purchasing or subscribing for property or investments to be held as part of the Trust Fund or otherwise for any purpose for which capital monies forming part of the Trust Fund may be used.

POWER TO EFFECT LIFE ASSURANCE POLICIES

- (10) Power to effect any policy of insurance upon the life of any person and to apply any parts or part of the capital or income of the Trust Fund or any accumulations of income of the Trust Fund in or towards the payment of any premium for the effecting or maintaining of any such policy and power to borrow from any persons including any one or more of the Trustees the monies required for any such premium upon such terms as to repayment interest and otherwise as the Trustees in their absolute discretion think fit and to charge any part of the capital or income (including any future income) of the Trust Fund with the repayment of any money so borrowed.

FURTHER POWERS ON LIFE ASSURANCE POLICIES

- (11) In respect of or in relation to any policy or policies of assurance for the time being subject to the trusts hereof power in their absolute discretion to do the following that is to say :-
- (a) Power in case any such policy shall become void forthwith to effect a new policy for such amount as would have been payable (including bonuses) on the void policy if the same had matured or for such lesser amount as the Trustees shall think fit.
 - (b) Power to convert all or any of the said policies or any substituted policy into fully paid up policies or policy of the said amount or amounts or lesser amounts or amount

and to pay the expenses of so doing out of the Trust Fund as the Trustees shall think fit.

- (c) Power to sell or surrender the said policies or any of them or any substituted policy

TRUSTEES POWERS ON INSURANCE POLICIES

- (12) Power to apply any part of the capital or income of the Trust Fund in effecting any such fund policies annuities or effecting or enabling any Beneficiary to effect any policy of insurance (including an annuity) on his or her life subject to the Trustees having an insurable interest thereon (such policy or policies to be assigned to the Trustees if not effected by them) and in maintaining any such policy or policies and so that any monies received on the maturity or on the surrender or sale of any such policies shall form part of the capital of the Trust Fund.

FURTHER POWERS ON INSURANCE POLICIES

- (13) The Trustees shall have power to maintain surrender exchange convert exercise any option under or otherwise deal with any insurance policies as if the Trustees were absolutely and beneficially entitled thereto.

POWER TO PURCHASE INSURANCE POLICIES FOR MAINTENANCE EDUCATION OR BENEFIT OF CHILDREN

- (14) Power to deal with any income applicable for the maintenance education or benefit of any children under any provisions of this deed by paying or contributing towards the payment of the premiums or costs of any policy of insurance by the terms of which any sum or sums may be payable to or applicable for the maintenance education or benefit of such child.

POWER TO USE NOMINEES AND TRUSTEES

- (15) Power to permit any moneys investments or other real or personal property forming part of the Trust Fund to be held in the name or names of any nominee or nominees on behalf of the Trustees whether being or including one or more of the Trustees and whether within or outside Gibraltar without being liable for any loss occasioned thereby and so that (but without prejudice to the generality of the foregoing) such power may be exercised with a view to qualifying a nominee (whether being a trustee or any other person) to act as a director or any company.

GENERAL POWER TO EFFECT ANY TRANSACTION CONCERNING TRUST FUND

- (16) Power to effect any transaction in relation to other real or personal property for the benefit of the Trust absolute beneficial interest in any "transaction" including release reservation of interest whatsoever and any partition insurance appropriate to the circumstances and restrictions and but

- (17) Notwithstanding anything to the contrary in any instrument declared in accordance with the provisions governing the administration of the date of such the trust and the subject to the provisions thereunder provided the Trustees shall have the trusts powers to ensure that the same be valid and effective

- (18) Power to obtain any permission to and to sell or dispose of any view to create or other ground

- (19) Power to purchase or acquire capital or

- (16) Power to effect any transaction concerning or affecting any part of the Trust Fund or any other real or personal property whatsoever if the Trustees think that the transaction is for the benefit of the Trust Fund or the persons interested in it as if the Trustees were the sole absolute beneficial owners of the Trust Fund and for the purposes of this paragraph "transaction" includes any sale exchange assurances grant lease surrender reconveyance release reservation or other disposition whatsoever and any purchase or other acquisition whatsoever and any covenant licence option of right of pre-emption and any compromise partition insurance or other dealing or arrangement whatsoever and "effect" has the meaning appropriate to the particular transaction and reference to the property including references to restrictions and burdens affecting the property.

POWER TO SUBSTITUTE PROPER LAW

- (17) Notwithstanding anything contained in this trust the Trustees may from time to time by instrument declare that this trust shall from the date of such declaration take effect in accordance with the law of some other place in any part of the world and that the law governing the administration thereof shall thenceforth be the courts of the place and as from the date of such declaration the law of the place named therein shall be the law applicable to the trust and the courts of that place shall be the forum for the administration thereof but subject to the power conferred by this clause and until any further declaration be made thereunder provided always that so often as any such declaration as aforesaid shall be made the Trustees shall be at liberty to make such consequential alterations or additions in or to the trusts powers and provisions of this trust as the Trustees may consider necessary or desirable to ensure that the trusts powers and provisions of this trust shall (*mutatis mutandis*) be as valid and effective as they are under the laws of Gibraltar.

POWER TO DEAL IN SECURITIES

- (18) Power to obtain or join with others in obtaining from any stock exchange a quotation for or permission to deal in any securities which or some of which are comprised in the Trust Fund and to sell or join any other person or persons in selling or disposing of any securities with a view to creating a market in such securities whether or not a sale or disposition would on any other ground be desirable or expedient.

POWER TO ENGAGE IN INVESTMENT FINANCE AND TRADE

- (19) Power to promote or join with others in promoting and to apply the whole or any part of the capital or income of the Trust Fund towards the formation and financing of any company

corporation unincorporated body firm or partnership for the purpose of acquiring or exploiting any property or of carrying on any trade business profession financial commercial or industrial venture as the Trustees think fit and to undertake and transact all kinds of business which an ordinary individual may legally undertake.

POWER TO FORM COMPANY OR CORPORATION

- (20) At any times and in any parts of the world and either alone or jointly with any other persons to form or incorporate or cause to be formed or incorporated any company or corporation aggregate whether or not with limited liability and with such objects powers rules articles and regulations as the Trustees shall in their discretion think fit and to vary or amend any of such objects powers rules articles and regulations or if the Trustees shall think fit as aforesaid to effect the reconstruction of any such company or corporation or its amalgamation with some other body or to put it into liquidation.

POWER TO PARTICIPATE IN COMPANY RECONSTRUCTIONS AND AMALGAMATIONS

- (21) Power to promote or join with others in promoting and to approve concur or acquiesce in or agree to and carry into effect or join with others in carrying into effect any scheme proposals or offer for or lending to or being a step in :-
- a) the reconstruction of any company or corporation in whose securities the trust or any part thereof shall be for the time being invested; or
 - b) the amalgamation of any such company or corporation; or
 - c) the alteration of the rights attached to any investments or property subject to the trusts hereof or attached to any securities or other assets whatsoever having rights affecting any investments or property so subject; or
 - d) the exchange of any investments or property so subject for any other investments or property; or
 - e) the formation or re-organisation or financing of any company or corporation for the purpose of acquiring any investments or property so subject.

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POWER TO EFFECT OR CONCUR IN TRANSACTION AFFECTING ANY COMPANY

- (22) Power to effect or concur in any arrangement compromise reconstruction amalgamation or other transaction affecting any company on any terms which they may think fit.

POWER TO MOVE ADMINISTRATION OF THE TRUST TO ANY PART OF THE WORLD

- (23) Power to move the administration of the trusts or the Trust Fund or any part thereof including the custody of any property or documents relating thereto to any part of the world and to carry on such administration whether personally or through agents in any part of the world.

POWER TO LOAN MONEY

- (24) Power to lend and advance money to any one or more of the Beneficiaries exclusive of the others or to any other person or corporation on such terms as the Trustees in their absolute discretion think fit.

POWER TO RELEASE DEBT

- (25) Power to forgive release or subrogate any debt in whole or in part due to the Trustees.

POWER TO DONATE TO CHARITY

- (26) Power to pay or apply any part of the capital or income of the Trust Fund to or for such charitable institutions or institution or other charitable object or objects as the Trustees shall in their absolute discretion think fit.

FURTHER POWERS RE CHARITIES

- (27) Power in their like discretion to decide from time to time whether or not to exercise the foregoing powers in favour of any particular institution or object and to disregard entirely all such other institutions and objects whether known to the Trustees or not as are capable of benefiting under any exercise thereof so that the receipt in writing by the treasurer or other officer of any charitable institution authorised to give receipts for monies paid to such institutions shall be a sufficient discharge to the Trustees for any payment to such institution hereunder.

POWER TO GIFT THE TRUST FUND

- (28) The Trustees shall have power to gift all or any part of the Trust Fund.

POWER TO TRANSFER TRUST FUND OR PARTS THEREOF TO ANY TRUST IN THE WORLD

- (29) Power to transfer the Trust Fund or any part or parts thereof to the Trustees of any trust constituted under the law of any other country (recognising trusts) to be held on the trust of trusts of such Trust Fund freed and discharged from the trusts power and provisions hereof and so that a declaration in writing by the Trustees to the effect that they hold all or part of the Trust Funds as Trustees of such trust shall be deemed to transfer the Trust Fund to such trust and take accordingly.

POWER TO GUARANTEE

- (30) Power to guarantee the payment of money and the performance of contracts and obligations and to give indemnities to or on behalf of any persons in any form the Trustees shall in their discretion think fit and this power shall be exercisable notwithstanding the fact that there may be no contractual or other legal relationship between the Trustees and the persons to whom or on behalf of whom the Trustees propose to give the said guarantee or indemnities.

TRUSTEES NOT BOUND TO INTERFERE IN THE BUSINESS OF A COMPANY IN WHICH TRUSTEES ARE INTERESTED

- (31) The Trustees shall not be bound or required to appoint any director or manager or to interfere in the management or conduct of the business of any company or subsidiary of such company wherever resident or incorporated in which this settlement shall be interested although holding the whole or majority of the shares carrying the control of the company or subsidiary of the company but so long as the Trustees shall have not actual notice of any act of dishonesty or misappropriation of moneys on the part of the directors or officers having the management of such company the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to such directors or officers without requiring to be supplied with any information concerning the company or its affairs beyond that to which every shareholder would be entitled to require the distribution of any dividend by any company wherever incorporated or resident in which this settlement may be interested or require the Trustees to exercise any powers they may have of compelling any such distribution.

POWER TO APPORTION BETWEEN CAPITAL AND INCOME

- (32) The Trustees shall have power to treat as income or as capital any dividends stock dividends rights interests rents issues and profits derived from any property at any time constituting the whole or any part of the Trust Fund and generally to determine what part of the receipts of

this settlement is income and what is capital whether or not such property is wasting hazardous or unproductive or was purchased at a premium or discount and notwithstanding the time when such dividends stock dividends rights interest rents issues or profits were earned accrued declared or paid to make such reserves out of income or capital as the Trustees deem proper for expenses taxes and other liabilities of this settlement to pay from income or from capital or to apportion between income and capital any expenses of making or changing investments and of selling exchanging or leasing including brokers commissions and charges and generally to determine what part of the expenses of this settlement shall be charged to capital and what part to income and to determine as between separate funds and separate parts or shares the allocation of income gains profits losses and distributions. Any decisions of the Trustees under this clause whether made in writing or implied from their acts shall so far as the law may permit be conclusive and binding on the Beneficiaries and all persons actually or prospectively interested under this settlement.

POWER TO INDEMNIFY PAST TRUSTEES AND OTHERS

- (33) The Trustees shall have power to enter into any indemnity in favour of any former trustee or any other person in respect of any estate duty tax or fiscal imposition or other liability of any nature prospectively payable in respect of the Trust Fund or otherwise in connection with this settlement and to charge or deposit the whole or any part of the Trust Fund as security for such indemnity in such manner in all respects as they shall think fit.

TRANSACTIONS WITH OTHER TRUSTS

- (34) The Trustees may in the execution of any of the trusts hereof or in exercise of any of the powers hereby or by law given to them sell property or lend money to or buy property or borrow money from or carry out any other trust of the executors or administrators of any estate (not being a trust or estate under which any excluded person shall have any beneficial or prospective interest whatsoever) notwithstanding that the Trustees or any of them are or is the same persons or person as those Trustees executors or administrators or any of them and where the Trustees are the same persons as those Trustees executors or administrators the transaction shall be binding on all persons then or thereafter interested hereunder though effected and evidenced only by an entry in the accounts of the Trustees.

TRUSTEES MAY CONTRACT WITH TRUST

- (35) (a) Any of the Trustees may contract with the trust as vendor or purchaser or otherwise in a matter in which he is personally interested provided that there is at least one

- trustee who has no personal interest in such contract.
- (b) This provision is additional and without prejudice to the provisions of the law preceding regulation (relating to transactions in which one or more the Trustees are interested in different fiduciary capacities).

POWER NOT TO DISCLOSE DELIBERATION OF TRUSTEES

- (36) Without prejudice to any right under the general law prohibiting Trustees to refuse disclosure of any document or matter it is hereby declared that the Trustees shall not (subject to the order of any court of competent jurisdiction) be bound to disclose to any person any of the following documents that is to say :-
- (a) any document setting forth or recording any deliberations of the Trustees as to the manner in which they should exercise any power or discretion conferred upon them by this settlement or the reasons for any particular exercise of any such power or discretion; or
- (b) any other document relating to the exercise or proposed exercise of any such power or discretion (not being a deed or other writing which actually exercises or merely records the exercise of any such power or discretion and not being legal advice obtained by the Trustees at the cost of the capital or income of the Trust Fund).

POWER TO PAY DUTIES AND TAXES

- (37) In the event of any probate succession estate duty capital transfer tax capital gains tax wealth tax income tax stamp duties or other duties fees or taxes whatsoever becoming payable in Gibraltar or elsewhere in the world in respect of the Trust Fund or any part thereof in any circumstances whatsoever the Trustees shall have power to pay all such duties fees or taxes out of the Trust Fund or the income thereof and shall have entire discretion as to the time and manner in which the said duties fees or taxes shall be paid and the Trustees may pay such duties fees or taxes notwithstanding that the same shall not be recoverable from the Trustees or the Beneficiaries or other persons entitled hereunder or that the payment shall not be to the advantage of the trust any Beneficiary or other person entitled hereunder and whether or not any such payment shall be capable of being enforced by law. No person interested under this trust shall be entitled to make any claim whatsoever against the Trustees by reason of them making such payment.

BENEFICIARIES

- (38) No Beneficiary hereunder shall be entitled to any property whether or not such property producing income.

TRUSTEES

- (39) Subject as herein otherwise provided the Trustees shall concur in exercising any such power or discretion except as a merely advisory and may exercise any such powers and discretions.

- (40) The Trustees shall have power to sell or dispose of any property for the purpose of paying the premium payable on any policy of insurance.

- (41) The Trustees may exercise any power or discretion for the time being in force when they were absolute.

- (42) The Trustees may exercise any power or discretion in any matter in any way connected with the trust and to the extent of the powers of the Trustees shall be acting.

BENEFICIARIES NOT TO COMPEL SALE OF TRUST PROPERTY

- (38) No Beneficiary hereunder shall be entitled to compel the sale or other realisation of any property whether or not producing income or the investment of any part of the Trust Fund in property producing income.

TRUSTEES MAY ACT NOTWITHSTANDING PERSONAL INTEREST

- (39) Subject as herein otherwise expressly provided any of the Trustees may exercise or join or concur in exercising any or all of the powers and discretions hereby or by law given to the Trustees notwithstanding that he may have a personal interest in the mode or result of exercising any such power or discretion but any of the Trustees may abstain from acting except as a merely formal party in any matter in which he may be personally interested as aforesaid and may allow his co-trustee or co-Trustees to act alone in the exercise of the powers and discretions aforesaid in relation to such matter.

POWER TO INSURE TRUST PROPERTY

- (40) The Trustees shall have power to insure against any loss or damage from any peril any property for the time being forming part of the Trust Fund for any amount and to pay the premium payable in respect thereof out of the Trust Fund or the income thereof.

POWER TO EXERCISE VOTING RIGHTS

- (41) The Trustees may exercise all voting rights appertaining to any investment from time to time or for the time being forming part of the Trust Fund in as full free and absolute manner as if they were absolute owners of such investments.

POWER TO TAKE COUNSEL'S OPINION

- (42) The Trustees shall have power to take the opinion of legal counsel locally or where necessary or appropriate elsewhere concerning any difference arising under this settlement or any matter in any way relating to the trust or to their duties in connection with the trusts hereof and to the extent that the Trustees act in accordance with the opinion of such counsel the Trustees shall not be liable for any loss to the Trust Fund which may arise by or from so acting.

POWER TO HAVE ACCOUNTS AUDITED

- (43) The Trustees shall have power from time to time and at such intervals as they shall in their sole discretion think fit and at the expense of the Trust Fund to cause the trust accounts to be examined or audited by such person or persons as they shall designate and to pay the costs of such examination or audit out of the capital or income of the Trust Fund.

POWER TO EMPLOY INVESTMENT ADVISER

- (44) Without prejudice to the generality of the power to delegate aforementioned in Clause 21 the Trustees may from time to time and at any time employ on such terms and with such payments as they may think fit any person firm or company in any part of the world whether associated or connected in any way with the Trustees or not as an investment adviser for the purpose of advising them as to the investment policy to be followed in the administration of the Trust Fund and if and so far as the Trustees follow the advice proffered by such investment adviser they shall not be responsible for the success or failure of the policy so pursued and in determining the payment to be made to such investment adviser the Trustees may if they think fit authorise such investment adviser to retain for its own or his own use and benefit any commissions or shares of commissions customarily or by usage payable to such investment adviser in relation to any dealing or transaction with or concerning the Trust Fund or any part thereof.

POWER TO EFFECT COMPROMISES

- (45) The Trustees shall have power to :-

- (a) accept any property whether movable or immovable before the time at which it is transferable or payable.
- (b) pay or allow any debt or claim on any evidence which they may think sufficient.
- (c) accept any composition of any security moveable or immovable for any debt or any property due to or claimed by the Trustees.
- (d) allow any time for payment of any debt.
- (e) compromise compound abandon submit to arbitration or otherwise settle any debt account claim or thing relating to the Trust Fund without being liable for any loss to

the Trust Fund thereby occurring.

POWER TO VALUE TRUST FUND FOR PURPOSE OF DISTRIBUTION

- (46) The Trustees shall have power upon and for the purpose of any distribution or appropriation of the Trust Fund or any part thereof at their discretion to place such value on the Trust Fund as the Trustees shall think fit and any such valuation made in good faith shall be absolutely final and binding on all Beneficiaries and further upon any such distribution or appropriation to determine to whom specified assets shall be given and to distribute the same subject to the payment of such amounts as may be necessary to adjust the shares of the various Beneficiaries.

POWER TO EMPLOY

- (47) The Trustees shall have power to employ and pay at the expense of the capital or income of the Trust Fund any agent in any part of the world other than the Settlor or any spouse for the time being of the Settlor or any person or the spouse of any person who shall have transferred any property to or under the control of the Trustees to be held upon the trusts hereof and whether a solicitor barrister lawyer attorney banker accountant stock-broker or other agent to transact any business or do any act required to be transacted or done in the execution of the trust hereof including the receipt and payment of money and the execution of documents.

POWER TO GIVE UNDERTAKING AND ENTER INTO CONTRACTS

- (48) The Trustees shall have power to give all such undertakings and enter into such contracts and incur all such obligations relating to the Trust Fund or any parts thereof as the Trustees shall think fit whether or not such undertaking contracts or obligations extend or may extend until after the expiration of the Trust Period.

POWER TO ASSIGN PLEDGE CHARGE OR MORTGAGE TRUST FUND

- (49) The Trustees shall have power to assign pledge charge or mortgage the whole or any parts of the Trust Fund by way of security for any borrowing or guarantee or other obligation made given or indemnified by the Trustees in accordance with the provisions of this trust.

POWER TO INSTITUTE AND DEFEND LEGAL PROCEEDINGS

- (50) The Trustees shall have power to institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise the same as the Trustees shall consider available.

POWER TO CONVERT COMPANY WHOSE SHARES ARE COMPRISED IN TRUST FUND INTO AN UNLIMITED COMPANY

- (51) The Trustees shall have power to consent to and vote in favour of any resolution for the conversion of any company whose shares or securities are comprised in the Trust Fund into an unlimited company if the Trustees shall in their discretion think fit notwithstanding that the Trustees may thereby assume responsibility for the debts and liabilities of such company.

POWER TO PROMOTE OR CONCUR IN WINDING UP OF A COMPANY IN WHICH THEY ARE SHAREHOLDERS

- (52) The Trustees shall have power to promote or concur in the winding up dissolution or liquidation of any company in which they are interested as holders of shares or other securities and accept in satisfaction of all or any of their rights therein a distribution in specie of the assets of any such company and have power thereafter to hold and carry on business with such assets either alone or in conjunction with any other persons whatsoever and wheresoever.

POWER TO ACT AS DIRECTOR OF ANY COMPANY

- (53) The Trustees or any of them shall have power to act as director or other officer or employee of any company.

POWER TO GIVE PROXIES AND POWERS OF ATTORNEY

- (54) The Trustees shall have power to give proxies and powers of attorney other than to the Settlor or any spouse of the Settlor (with or without power of substitution) for voting or acting on behalf of the Trustees in relation to the Trust Fund or any part thereof.

POWER TO LEND OR HIRE PROPERTY FROM TRUST FUND

- (55) Without prejudice to the provisions of Clause 19 of this Settlement the Trustees shall have power to lend or let or hire any property immovable or movable from the Trust Fund to any persons (whether or not being persons interested under this trust) either gratuitously or for such consideration and upon such terms and for such periods as the Trustees shall in their discretion think fit and where any such property is lent let or hired to any person or any persons are lawfully permitted to use and enjoy the same in specie the Trustees shall not be responsible for any loss incurred through any damage to the same caused by or through any sale or conversion thereof made by such persons or otherwise incurred through any neglect or default of such persons.

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POWER TO VARY ADMINISTRATIVE PROVISIONS OF THE TRUST

- (56) The Trustees shall have power from time to time to revoke or vary any of the administrative provisions of this trust or to add any further administrative provisions or powers in such manner in all respects (but subject as hereinafter provided) as the Trustees may consider expedient or to rectify any manifest errors in this trust provided always that the power conferred by this paragraph shall only be exercisable if the Trustees shall be advised in writing by a barrister of at least ten years standing practising in Gibraltar that it would be expedient for the purposes of this trust that the administrative provisions of this trust be revoked varied or added to or such errors be rectified in the manner specified in such written advice and such power shall be exercisable only by the Trustees causing to be prepared and executed an instrument in a form appropriate to carry such advice into effect.

DIVIDENDS AND INCOME

- (57) Unless the Trustees shall otherwise determine all dividends and other income received by the Trustees shall be treated as income at the date of receipt whether or not such dividends or other income shall have been earned wholly or partially in respect of a period prior to the date of receipt.

THE SECOND SCHEDULE

(The Original Trust Fund)

THE SUM OF £100.00 (ONE HUNDRED POUNDS STERLING)

THE THIRD SCHEDULE

(The Beneficiaries)

- 1) **THE IMPERIAL CANCER RESEARCH FUND OF LINCOLN'S INN FIELDS, LONDON**
- 2) Any person or object or class of persons or objects (other than the Excluded Persons) whom the Trustees by deed or deeds revocable or irrevocable or by instrument or instruments in writing revocable or irrevocable declare shall be added to the class of Beneficiaries as defined by Clause 1 (f) hereof
- 3)
 - i) No beneficiary shall prevent the nomination of a new beneficiary hereto.
 - ii) The power of nomination of a new beneficiary herein contained shall be a power collateral and not a trust power.

THE FOURTH SCHEDULE
(Power to Appoint a New Protector)

1. VALMET S.A.
7TH FLOOR, 65 RUE DU RHONE, 1211 GENEVA 6, SWITZERLAND
2. Any corporation person or persons as the corporation person or persons nominated under paragraph 1 of this Schedule or any corporation person or persons subsequently nominated by them shall in writing whether by document or deed under hand or under seal appoint.

THE FIFTH SCHEDULE
(Consent of Protector)

Exercise of the Powers contained in Clauses 3, 4, 5, 6, 8, 12, 13, 18, 24, 30, 34 and each and every provision contained in the First and Third Schedules hereto shall require the prior or simultaneous written consent of the Protector.

THE SIXTH SCHEDULE
(Appointment of New or Additional Trustees)

1. The Protector
2. The Trustees
3. The Receiver or Liquidator in the case of a corporate Trustee or Trustees or in the case of an individual or individuals his or their administrators executors heirs or assigns.
4. The person entitled to appoint a new trustee under the governing law of this settlement for the time being.

THE SEVENTH SCHEDULE
(Excluded Persons)

1. The Original Trustee
2. The Protector
3. Any person or object or class of persons or objects that the Trustees for the time being of this settlement shall by deed or deeds revocable or irrevocable add to the class of Excluded Persons by exercise of the power granted under Clause 24 of this Settlement.

THE COMMON SEAL
The within named SE
was hereunto affixed

Director

Director/Secret

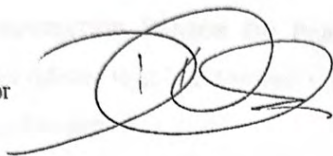
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Director

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THE COMMON SEAL of
The within named **SETTLOR**
was hereunto affixed in the presence of :-

Director



Director/Secretary



FINSBURY SECRETARIES LIMITED

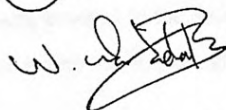


THE COMMON SEAL of
The within named **ORIGINAL TRUSTEE**
was hereunto affixed in the presence of :-

Director



Director/Secretary



VALMET CORPORATE SERVICES LIMITED
SECRETARY



THIS DEED OF VARIATION is made the 27th day of January two thousand and five.



BETWEEN :

THE CORPORATION PERSON OR PERSONS described in the First Schedule as "the Trustees" (hereinafter referred to as "the Trustees" which expression shall include both or all of them if more than one) of the first part;

AND

THE CORPORATION PERSON OR PERSONS described in the Second Schedule as "the Protector" (hereinafter referred to as "the Protector" which expression shall include both or all of them if more than one) of the second part;

WHEREAS :

- (i) This Deed is supplemental to the documents acts and events more particularly described in the Fourth Schedule hereto (hereinafter referred to as "the Settlement").
- (ii) The Trustees are the present Trustees of the Settlement.
- (iii) The Protector is the present Protector of the Settlement.
- (iv) Under Clause 40 of the Settlement the Trustees have the power subject to the consent of the Protector to vary revoke or substitute any of the trusts powers or provisions of the Settlement.
- v) The Trustees wish to vary the Settlement in the manner more particularly described in the Fourth Schedule hereto.
- vi) The Proper Law of the Settlement is that of Gibraltar.

NOW THIS DEED WITNESSETH as follows :-

IN PURSUANCE of the power granted to them under Clause 40 and Sub-clause (56) of the First Schedule of the Settlement and of all other powers so enabling them the Trustees **HEREBY IRREVOCABLY DECLARE** and the Protector **HEREBY CONSENTS** that the Settlement shall be read and construed as though the provisions specified in the Fourth Schedule hereto were expressly incorporated into the Settlement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand(s) and caused their Common Seal(s) to be affixed on the day and year first above written.

THE FIRST SCHEDULE
(The Trustees)

FINSBURY TRUST COMPANY LIMITED
of
Suites 7B & 8B 50 Town Range Gibraltar

THE SECOND SCHEDULE
(The Protector)

VALMET TRUSTEES LIMITED
of
Suite 1720 1080 Côte Beaver Hall Hill Montreal Quebec Canada.

THE THIRD SCHEDULE
(The Settlement)

DATE	DOCUMENT/ EVENT	PARTIES
28.02.01	Deed of Trust	Valmet Corporate Services Limited. The Valmet Trust Company Limited.
Known as : The Bellaria Trust		

The Fourth Schedule of 1

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Secretary

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THE THIRD SCHEDULE
(Variation)

The Fourth Schedule of the Settlement is hereby amended to read as follows:-

1. "The power to appoint a New Protector is invested on Finsbury Holdings Limited of Suites 7B & 8B, 50 Town Range, Gibraltar."
2. "Any corporation, person or persons as the corporation, person or persons nominated under paragraph 1 of this Schedule or any corporation, and person or persons subsequently nominated by them shall in writing whether by document or deed under hand or under seal appoint."

THE COMMON SEAL of
The within named **TRUSTEES**
was hereunto affixed in the presence of :-

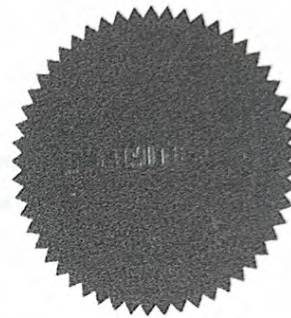
Director

Secretary

THE COMMON SEAL of
The within named **PROTECTOR**
was hereunto affixed in the presence of :-

Director

Director



THIS DEED OF RETIREMENT AND APPOINTMENT is made the 28th day of January two thousand and five.



BETWEEN :

THE CORPORATION PERSON OR PERSONS described in the First Schedule as the "Retiring Protector" (hereinafter referred to as "the Retiring Protector" which expression shall include both or all of them if more than one) of the first part;

AND

THE CORPORATION PERSON OR PERSONS described in the Second Schedule as the "New Protector" (hereinafter referred to as "the New Protector" which expression shall include both or all of them if more than one) of the second part;

AND

THE CORPORATION PERSON OR PERSONS described in the Third Schedule hereto as the "Appointor" (hereinafter referred to as "the Appointor" which expression shall include both or all of them if more than one) of the third part.

WHEREAS :

- (i) This Deed is supplemental to the documents acts and events more particularly described in the Fourth Schedule hereto (hereinafter referred to as "the Trust").
- (ii) The Retiring Protector is the present Protector of the Trust.
- (iii) The Retiring Protector is desirous of being discharged from the duties of Protector of the Trust. The Appointor is desirous of appointing the New Protector to be the new Protector of the Trust in place of the Retiring Protector.

- iv) The Appointor is the person nominated under the First Schedule of the Trust to appoint a new Protector.
- v) The New Protector is desirous of being appointed to be the new Protector of the Trust.

NOW THIS DEED WITNESSETH as follows :-

1. The Appointor **HEREBY APPOINTS** the New Protector to be the Protector of the Trust for all purposes of the Trust in place of the Retiring Protector who **HEREBY RETIRES** as Protector of the Trust.
2. This appointment and retirement shall take effect from the date of the Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand(s) and caused their Common Seal(s) to be affixed on the day and year first above written.

THE FIRST SCHEDULE
(The Retiring Protector)

VALMET TRUSTEES LIMITED

of

Suite 1720 1080 Côte Beaver Hall Hill Montreal Quebec Canada.

THE SECOND SCHEDULE
(The New Protector)

LINE SENTINEL SERVICES LIMITED

of

57/63 Line Wall Road Gibraltar

DATE

28.02.01

27.01.05

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THE THIRD SCHEDULE
(The Appointor)

FINSBURY HOLDINGS LIMITED
of
Suites 7B & 8B 50 Town Range Gibraltar

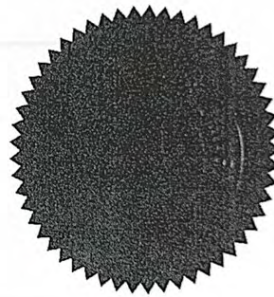
THE FOURTH SCHEDULE
(The Trust)

DATE	DOCUMENT/EVENT	PARTIES
28.02.01	Deed of Trust	Valmet Corporate Services Limited, The The Valmet Trust Company Limited.
27.01.05	Deed of Variation	Finsbury Trust Company Limited, Valmet Trustees Limited.

Known as : The Bellaria Trust

THE COMMON SEAL of
The within named **RETIRING PROTECTOR**
was hereunto affixed in the presence of :-

)
)
)



Director

[Handwritten signature]
[Handwritten signature]

Director

THE COMMON SEAL of
The within named **NEW PROTECTOR**
was hereunto affixed in the presence of :-

)
)
)



Director

[Handwritten signature]
Director

Director/Secretary

[Handwritten signature]
**Line Secretaries Limited
Secretary**

THE COMMON SEAL of
The within named APPOINTOR
was hereunto affixed in the presence of :-



Director

Director/Secretary

FINSBURY SECRETARIES LIMITED
SECRETARIES



DATED 3rd April 2017

FINSBURY TRUST COMPANY LIMITED
as Trustees of The Bellaria Trust

LINE SENTINEL SERVICES LIMITED
Protector of The Bellaria Trust

DEED OF ADDITION OF BENEFICIARY

relating to

The Bellaria Trust

[Handwritten signatures and notes in the bottom right corner, including a large signature and the words "NOW THIS DEED WITNESSES AS FOLLOWS"]

THIS DEED OF ADDITION OF BENEFICIARY is made the 3rd of April 2017 BY **FINSBURY TRUST COMPANY LIMITED** a company incorporated in Gibraltar with its registered office at Suites 7B & 8B, 50 Town Range, Gibraltar ("the Trustees") and **LINE SENTINEL SERVICES LIMITED** of 57/63 Line Wall Road, Gibraltar ("the Protector").

WHEREAS

- (A) This deed is supplemental to:
 - (i) a Deed of Trust dated 28 February 2001 made between Finsbury Trust & Corporate Services Limited as settlor of the one part and the Trustees of the other part, known as The Bellaria Trust ("the Trust");
 - (i) all deeds supplemental thereto.
- (B) In this Deed expressions defined in the Trust have (where the context admits) the respective meanings thereby assigned to them.
- (C) The Trustees are the present trustees of the Trust.
- (D) The Protector is the present protector of the Trust.
- (E) By virtue of the Third Schedule of the Trust the Trustees subject to the prior written consent of the Protector have the power at any time during the Trust Period to Add to the Class of Beneficiaries such one or more persons as the Trustees shall in their absolute discretion determine.
- (F) The Trustees now wish to exercise the said power vested in them by Third Schedule of the Trust and add the persons specified in the Schedule hereto ("the Additional Beneficiary"). The Protector gives its consent to the exercise by the Trustees of the said power by joining in this Deed.

NOW THIS DEED WITNESSES as follows:

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1. In exercise of the power contained in the Third Schedule of the Trust and all other powers them enabling the Trustees **HEREBY DECLARE** that the Additional Beneficiary shall be added to the Class of Beneficiaries of the Trust for all the purposes of the Trust.
2. The Declaration hereinbefore made shall be irrevocable and shall take immediate effect.
3. This Deed shall be governed by and construed in accordance with the laws of Gibraltar.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

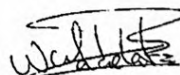
THE SCHEDULE

("the Added Beneficiary")

Rosario Elia

EXECUTED AS A DEED by
FINSBURY TRUST COMPANY LIMITED
as the Trustees of The Bellaria Trust
acting by a director in the presence of :

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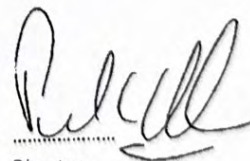


Director

Witness: Jorge Mayland
Occupation: Trust Administrator Executive
Address: Suites 7B & 8B
50 Town Range, Gibraltar

EXECUTED AS A DEED by
LINE SENTINEL SERVICES LIMITED
as the Protector of The Bellaria Trust
acting by a director in the presence of :

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)



Director

PETER C. MONTEGRIFFO

Witness: Giannessa Adamson
Occupation: PA
Address: 51/53 Line Wall Road
Gibraltar

Line Sentinel Services Limited
Registered Office : 57/63 Line Wall Road, GX11 1AA, Gibraltar

Finsbury Trust Company Limited
As Trustees of The Bellaria Trust
Suites 7B & 8B,
50 Town Range,
Gibraltar

Date th10 June 2020

Dear Sirs,

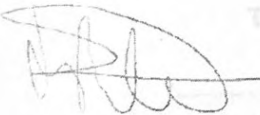
Re: The Bellaria Trust (the "Settlement")

Pursuant to clause 15(b) of the Deed of Trust of the above-named trust, We hereby discharge ourselves from the post of Protector of the Trust with effect from the 6th November 2019 and attach hereto a copy of the minutes of the meeting of the board of directors.

Finally, please find attached a copy of our final invoice for services provided.

I trust that you will find everything in order, but should you have any queries please do not hesitate to contact me.

Yours Sincerely,



Line Sentinel Services Limited

DATED 7th April 2017

LEANDRO GIORGIO GIOVANDO (1)

and

FINSBURY TRUST CORPORATION LIMITED (2)

DEED OF TRUST

establishing

THE JAYBEL ALEXANDRA TRUST

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THIS SETTLEMENT is made this 7th day of April 2017

BETWEEN:

LEANDRO GIORGIO GIOVANDO of Alankoi Seas, Diani Beach Road, P.O. Box 5468, Diani Beach, 80401, Kenya (hereinafter referred to as "the Settlor") of the one part;

AND:

FINSBURY TRUST CORPORATION LIMITED a company incorporated in Gibraltar under the Companies Act with registered office at Suites 7B & 8B 50 Town Range Gibraltar (hereinafter referred to as "the Original Trustee") of the other part.

WHEREAS:

1. The Settlor desires to provide a fund to apply for the benefit of the persons hereinafter named or described;
2. The Settlor has transferred or caused to be transferred into the name of or placed under the control of the Original Trustee the property specified in the Second Schedule hereto and it is apprehended that the Settlor may hereafter transfer or cause to be transferred further property to be held on the trusts hereof; and
3. It is further apprehended that the Settlor or persons other than the Settlor may hereafter transfer or cause to be transferred or placed under the control of the trustees further property to be held on the trusts hereof.

NOW THIS DEED WITNESSETH as follows:

INTERPRETATION AND DEFINITIONS

1. In this Settlement where the context so admits the following terms have the meanings attributed to them below:
 - (a) "the Accumulation Period" shall be the first ninety-nine years of the Perpetuity Period or such lesser period as may from time to time be permitted under the laws of Gibraltar
 - (b) "the Beneficiaries" means and includes any and all of the persons specified implied or described in the Third Schedule hereto and such other persons as are added to the class of Beneficiaries in exercise of the power conferred upon the Trustees by clause 20 hereof and so that determining whether or not a person is a Beneficiary of this Settlement an adopted or

legitimate person shall be treated as the child of his adoptive or legitimate parents as the case may be and further so that references to the issue of any person shall include the children and remoter issue of such person through all degrees.

- (c) "Deed" includes any instrument in writing
- (d) "Excluded Persons" or in the singular "Excluded Person" means:
 - (i) the Persons specified in the Fifth Schedule hereto; and
 - (ii) any Person constituted as an Excluded Person pursuant to Clause 21 hereof.
- (e) "the Perpetuity Period" means the period commencing on the date hereof and ending on the expiration of one hundred years from the date hereof.
- (f) "Person" means any individual and shall include any body of persons corporate or unincorporated or any association or institution (whether charitable or otherwise).
- (g) "this trust" "the trust" "this settlement" "the settlement" and any other such reference shall include any deed or deeds supplemental hereto.
- (h) "the Trustees" or in the singular "the Trustee" means the Original Trustee or any other trustees or trustee for the time being of this Settlement.
- (i) "the Trust Fund" means:
 - i) the property specified in the Second Schedule hereto; and
 - ii) all monies investments commodities or financial futures real or personal property whatsoever hereafter paid or transferred to or placed under the control of or otherwise vested in and accepted by the Trustees as accretions to the Trust Fund; and
 - iii) the monies investments assets commodities or financial futures or any other real or personal property whatsoever from time to time representing such money investments additions and property or any part or parts thereof including any income or capital accumulated under the provisions of this settlement.
- (j) "the Trust Period" means the Perpetuity Period or such earlier date as the Trustees for the time being hereof may irrevocably by deed or declaration in writing declare to be the date of the expiration of the Trust Period as is hereinafter provided.

- (k) The Table of Contents headings and sub-headings in this Deed are inserted only for the purpose of reference to its provisions and shall in no way affect the construction or interpretation of such provisions.
- (l) References to any legislation statutes or act include any modification or re-enactment thereof for the time being in force in the jurisdiction, which for that time governs this settlement.
- (m) Words importing masculine gender only shall include the feminine also and vice versa.
- (n) Words importing the neuter gender only shall include the masculine and feminine genders also and vice-versa.
- (o) Words in the singular only shall include the plural also and vice versa.

NAME OF SETTLEMENT

- 2. This settlement shall be known as "**the JayBel Alexandra Trust**" or by such other name as the Trustees shall from time to time determine by Deed. A copy of any such Deed changing the name by which this settlement is known shall be attached to this Deed.

GENERAL POWER OF INVESTMENT

- 3. The Trustees may either allow the Trust Fund to remain as now invested for so long as the Trustees think fit or may at any time or times at the absolute discretion of the Trustees invest the property now comprising the Trust Fund in the name or under the legal control of the Trustees or any other person in or upon any of the investments hereby authorised with power at the like discretion to sell vary or transpose any investment or part thereof for or into others of any nature hereby authorised.

DECLARATION OF TRUST

- 4. The Trustees shall hold the Trust Fund and the income thereof on such trusts for the benefit of all or any one or more exclusively of the others of the Beneficiaries in such shares at such times with and subject to such powers of appointment and other powers and discretions exercisable by the Trustees or any other person or persons upon such conditions subject to such limitations with such provision for investment accumulations advancements the raising of portions and the administration of the trust property and generally in such manner as the Trustees shall by Deed or Deeds declaration or declarations in writing revocable or irrevocable executed during the Trust Period and without infringing the rule against perpetuities appoint *provided always* that the Trustees shall be at liberty at any time or times wholly or in part to release the power hereby conferred upon them.

TRUSTS OF INCOME AND CAPITAL

5. (a) In default of and subject to and until each and every exercise of the powers hereinbefore contained the provisions of this clause will have effect.
- (b) The Trustees will have power during the Trust Period to pay appropriate or apply the whole or such part of the capital and the income of the Trust Fund as the Trustees may in their absolute discretion think fit to or for the maintenance or otherwise for the benefit of all or such one or more exclusive of the other or others of the Beneficiaries in such shares and proportions if more than one and generally in such manner as the Trustees shall in their absolute discretion think fit.
- (c) Any capital or income appropriated to a Beneficiary under the provisions of the preceding sub-clause shall be held so as to pay or apply the same to or for the benefit of such Beneficiary with power to declare such other trusts in respect of the same (without infringing any rule against perpetuities applicable hereto) for the benefit of such Beneficiary as the Trustees may in their absolute discretion determine including but without prejudice to the generality of the foregoing provisions for maintenance education or advancement or for accumulation of income whether during minority or otherwise.
- (d) Subject to the foregoing powers the Trustees will during the Trust Period accumulate the income of the Trust Fund and add the accumulations to the capital of the Trust Fund.
- (e) At the expiration of the Trust Period the Trustees will hold the Trust Fund upon the trust as to both capital and income of the Trust Fund for all or such one or more exclusive of the other or others of the Beneficiaries in such shares and proportions if more than one and generally in such manner as the Trustees shall prior to or on the date of such expiration in their absolute discretion determine and in default of and subject to such determination upon trust for such of the Beneficiaries as shall then be living in equal shares absolutely.
- (f) Subject to the foregoing trusts the Trust Fund shall be held upon trust as to both capital and income for such charitable purposes as the Trustees shall determine and in default of and subject to such determination for charitable purposes generally.

POWERS OF APPOINTMENT AND ADVANCEMENT

6. Notwithstanding the trusts and provisions hereinbefore declared and contained the Trustees may at any time or times during the Trust Period if in their absolute discretion they shall so think fit:

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- (i) by any Deed or Deeds revocable or irrevocable during the Trust Period appoint such new or other trusts powers and provisions governed by the law of any part of the world of and concerning the Trust Fund or the income thereof or any part or parts thereof for the benefit of the Beneficiaries or any one or more of them exclusive of the other or others at such age or time or respective ages or times and in such shares and proportions and subject to such powers of appointment vested in any person or persons and such provisions for maintenance education or advancement or for accumulation of income during minority or for the purpose of raising a portion or portions or for forfeiture in the event of bankruptcy and otherwise at the discretion of any person or persons and with such discretionary trusts and powers (including power to add Beneficiaries) exercisable by such persons and generally in such manner as the Trustees may think fit for the benefit of such Beneficiaries or any one or more of them as aforesaid and for the purpose of giving effect to any such appointment by the same deed revoke all or any of the trusts powers and provisions herein contained with respect to the Trust Fund or the part or parts thereof to which such appointment relates and so that in the event of any such appointment the Trustees shall thenceforward hold the Trust Fund or the part or parts thereof to which such appointment relates upon and subject to the trusts powers and provisions so appointed in substitution for any of the trusts powers and provisions hereof so revoked as aforesaid and in priority to the other trusts powers and provisions herein declared and contained and in any appointment under the foregoing power the Trustees may delegate discretion or authorise sub-delegation of discretion to any extent.
- (ii) raise any sum or sums out of the capital of the Trust Fund and pay or apply the same to or for the benefit of all or any one or more exclusive of the other or others of the Beneficiaries and in such respective amounts if more than one and generally in such manner as the Trustees shall in their like discretion think fit;
- (iii) pay or transfer or otherwise assure the whole or any part or parts of the capital or income of the Trust Fund to the Trustees for the time being of any other trust wheresoever established or existing (whether governed by the laws of Gibraltar or by the law of any other state or territory) under which any one or more of the Beneficiaries are interested notwithstanding that such other trust may also contain trusts powers and provisions (discretionary or otherwise) in favour of some other person or persons or objects if the Trustees shall in their absolute discretion consider such payment to be for the benefit of such one or more of the Beneficiaries;

- (iv) settle capital on all or any one or more of the Beneficiaries and any settlement made by the Trustees under this present power upon or for the benefit of any one or more of the Beneficiaries as aforesaid may be created in and under the law of any part of the world (being a part of the world the local law whereof recognises settlements of the kind proposed to be made) and may contain such trusts powers and provisions (discretionary or otherwise) whatsoever as the Trustees shall think proper for the benefit of such Beneficiaries;
- (v) apply the whole or any part or parts of the capital or income of the Trust Fund in or towards the payment or discharge of any duty inheritance tax capital gains tax wealth tax income tax stamp duty or other fiscal imposition whatsoever levied or imposed in any part of the world upon the Trustees of or otherwise in respect of any other trust in which the Beneficiaries or any one or more of them shall be interested wherever such Trustees shall be resident and wherever such trust is established or existing and whether governed by the laws of Gibraltar or by the law of any other state or territory; and
- (vi) form a company or companies in any part of the world and may at their discretion transfer to that company or companies all or any part of the capital and income of the Trust Fund whether by way of subscription loan (at or free of interest and whether secured or unsecured) or otherwise and the cost and expenses of forming such a company and transferring all or any part of the capital and income of the Trust Fund shall be a charge on the Trust Fund.

PROVISIONS RELEVANT TO CLAUSE 6

- 7. (a) for the purposes of Clause 6 hereof the word "trust" shall mean any trust created by any settlement declaration of trust will or codicil or other instrument whatsoever under the law in force in any part of the world and a person shall be deemed to be interested under a trust if any capital or income comprised in the trust is or may become liable to be transferred paid applied or appointed to him or her or for his or her benefit either pursuant to the terms of the trust or in consequence of an exercise of any power or discretion thereby conferred on any person.
- (b) the provisions of Clause 6 shall have effect notwithstanding any rule or law or equity restricting the delegation of a power or discretion.
- (c) no power conferred by the said Clause 6 hereof:
 - (i) shall be exercised in such a way as to infringe any rule against perpetuities and accumulations applicable hereto;

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- (ii) shall authorise any payment or transfer or advance to the Trustees of another trust if any Excluded Person would or might be or become a Beneficiary or able to benefit under or by virtue of such other trust in any circumstances.
- (d) upon the payment or transfer pursuant to the said Clause 6 of any money or property to the trustees of any other trust the Trustees shall not be bound to see to the further application of such money or property.

DETERMINATION OF TRUST PERIOD

8. The Trustees may at any time in their discretion by instrument in writing declare the Trust Period to be determined in relation either to the whole of the Trust Fund or to any part or parts thereof to the extent that the Trust Fund and the income thereof or such part or parts thereof respectively as shall be specified in such deed shall be held upon the trusts and subject to the powers and provisions upon and subject to which the same would then be held if the Trust Period had then expired by effluxion of time and such determination shall take effect accordingly.

IRREVOCABILITY OF SETTLEMENT

9. This settlement shall (without prejudice to any dispositive powers conferred by this Deed) be irrevocable.

TRUSTEE DIRECTORSHIPS

10. A Trustee who is appointed a director of a company shall be entitled to retain all emoluments received by him for services rendered in his capacity as a director and shall not be accountable in any way whatsoever to the Trust Fund for such emoluments.

TRUSTEE DOMICILE AND RESIDENCE

11. It is hereby declared that any person or corporation may be appointed a Trustee although he or it is neither domiciled nor resident in Gibraltar.

ADDITIONAL POWERS

12. The additional trusts powers and provisions set forth in the First Schedule hereto shall have effect as if set forth in this clause but so that no power set forth in that Schedule shall be exercisable so as to infringe the rule against perpetuities applicable hereto.

POWER OF APPOINTMENT OF NEW OR ADDITIONAL TRUSTEES

13. The power of appointing a new or additional Trustee or Trustees shall be exercised by Deed and shall be vested in the persons specified in the Fourth Schedule in the order so specified.

POWER OF MAINTENANCE AND ADVANCEMENT TO MINORS

14. Whenever the Trustees shall determine to apply any income for the maintenance education or benefit of any person under the age of eighteen years or any sum or capital for the advancement or benefit of any such person they may either themselves so apply that income or capital or may pay the same to the parent or guardian of such infant without seeing to the application thereof and without regard to the means of such parent or guardian or to the amount of any income or capital of such person so that the receipt of such parent or guardian shall be a complete discharge to the Trustees.

TRUSTEE INDEMNITY

15. In the execution or purported execution or exercise of the trusts powers and provisions of this trust no Trustee shall be liable for any loss to the Trust Fund arising in consequence of the failure depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good faith or of any other matter or thing except intentional wilful misconduct and individual fraud and wrongdoing on the part of the Trustee who is sought to be made liable.

TRUSTEE REMUNERATION

16. (a) Any Trustee for the time being hereof being a bank trust company solicitor barrister counsel accountant or other person engaged in any business or profession or any such person associated with such Trustee or in the case of a Corporate Trustee associated or beneficially interested or in any way connected with such Trustee shall be entitled to charge and be paid all usual professional or other charges for business done and time spent and services rendered by him or his firm or any partner associate or employee of his in the execution of the trusts and powers hereof together with all out of pocket disbursements and expenses whether in the ordinary course of his business or profession or not and although not of a nature requiring the employment of a bank trust company solicitor accountant or other professional person and shall be entitled to retain any commission which would or may become payable to him notwithstanding such commission is payable as a direct or indirect result of any dealing with property which is or may become subject to the trusts hereof.
- (b) Any Trustee for the time being who shall be a company authorised to undertake trust business shall be entitled in addition to reimbursement of its proper expenses to remuneration for its services in accordance with such company's published terms and conditions for trust business in force from time to time.
- (c) No Trustee or director or other officer of any corporation which is a Trustee shall be liable to account for any remuneration or other profit received by him in consequence of his acting as

or being appointed to be a director or other officer or servant of any company even though his appointment was procured by an exercise by him or by the Trustees of voting rights attached to securities in the Trust Fund or by any abstention from exercising such voting rights.

- (d) Any Trustee or any associate of a Trustee who carries on the business of banking may act as banker for this settlement on the same terms as those made with an ordinary customer without being liable to account to the Trust Fund for any profits earned thereby except for interest payable on any sums placed with such Trustee or associate on an interest bearing account as an investment of any part of the Trust Fund.

EXPENSES

17. The proper and reasonable expenses in connection with the preparation establishment and administration of this trust including without prejudice to the generality of the foregoing the remuneration and charge of the Trustees hereinafter provided for and of the investment and re investment of any parts of the Trust Fund and the collection of income and other sums derivable therefrom may be paid out of the Trust Fund and may be charged against capital or income or partly out of one and partly out of the other at the discretion of the Trustees.

DECLARATION OF TRUST OF ADDITIONAL PROPERTY

18. In the event of any addition or accretions to the Trust Fund being made by the Settlor or some person other than the Settlor then subject and without prejudice to any express direction to the contrary contained in any instrument or instruments by which the same is added all the provisions of this settlement shall apply to such additions or accretions.

POWER TO IGNORE INTEREST

19. Subject to sub-clause (b) of this clause The Trustees in exercising any of the powers hereby conferred in favour of any particular person are hereby expressly authorised to ignore entirely the interests of any other person interested or who may become interested under this settlement and in particular (but without prejudice to the generality of the foregoing) no appointment or advancement made in exercise of any power shall be invalid on the grounds that:

- (a) an insubstantial illusory or nominal share is appointed to any objects of such power or left unappointed; or

- (b) any objects of such power are thereby altogether excluded; but every such appointment or advancement shall be valid notwithstanding that any objects of the power are not thereby in default of appointment to take any share in the Trust Fund.

POWER OF ADDITION OF BENEFICIARIES

20. (a) The Trustees shall have the power at any time during the Trust Period by Deed to add to the class of Beneficiaries (whether with effect from the date of such Deed or from any later date falling within the Trust Period specified in such Deed) such one or more persons (whether or not born or ascertained) as the Trustees in their absolute discretion determine provided that:
- (i) no Excluded Persons will be capable of being added to the class of Beneficiaries;
 - (ii) no Persons who are for the time being ineligible by virtue of a Deed under the powers contained in clause 21 hereof will be capable of being added to the class of Beneficiaries;
 - (iii) no Persons who are for the time being Trustees or a Trustee will be capable of being added to the class of Beneficiaries;
 - (iv) no person or object or class of persons or objects will be capable of being added to or otherwise included in the class of Beneficiaries if such person or object or class of persons or objects is ordinarily resident in Gibraltar as defined by the Income Tax Act of Gibraltar unless:
 - (1) such person is an individual who has been issued a certificate under Rule 6 of the Qualifying (Category 2) Individual Rules 2004 of Gibraltar; or
 - (2) such person is an individual whose income is subject to an election under Rule 11 of those Rules.

POWER OF EXCLUSION

21. (a) The Trustees may at any time or times during the Trust Period by Deed declare either irrevocably or revocably that (whether with effect from the date of such Deed or from any later date falling within the Trust Period specified in such Deed) a person or member of a class (whether or not born or ascertained) specified in such declaration and who is would or might but for this clause be or become a Beneficiary or otherwise be able to benefit under the Settlement as the case may be:
- (i) will be wholly or partially excluded from future benefit under this Settlement; and/or
 - (ii) will cease to be a Beneficiary; and/or

(iii) will cease to be eligible to be added as a Beneficiary under the power contained in clause 20 hereof; and/or

(iv) will be an Excluded Person;

and any such declaration will have effect accordingly provided that this power will not be capable of being exercised so as to affect any transmissible interest to which any Beneficiary has previously become indefeasibly entitled (whether in possession or in reversion) under any irrevocable exercise of the Trustees' powers.

(b) Any person of full age to whom or for whose benefit any capital or income of the Trust Fund may be liable whether directly or indirectly to be appointed transferred or applied in any manner whatsoever by or in consequence of the exercise of any trust power or discretion vested in the Trustees or in any other person may by Deed effective upon receipt by the Trustees during the Trust Period either irrevocably:

(i) disclaim his whole interest as an object of such trust power or discretion; or

(ii) declare that he will be an Excluded Person;

or revocably during the Trust Period or irrevocably:

(iii) disclaim his interest as an object of such trust power or discretion with respect to a specified part of or share in the capital or income of the Trust Fund; or

(iv) declare that he will (whether with effect from the date of such Deed or from any later date falling within the Trust Period specified in such Deed) ceases to be a Beneficiary and/or cease to be eligible to be added as a Beneficiary.

(c) Notwithstanding anything expressed or implied in this Settlement:

(i) the Trust Fund and the income thereof will henceforth be possessed and enjoyed to the entire exclusion of any Excluded Person and of any benefit to any Excluded Person by contract or otherwise;

(ii) no part of the capital or income of the Trust Fund will be paid or lent or applied to or for the benefit either directly or indirectly of any Excluded Person in any manner or in any circumstances whatsoever; and

- (iii) no power or discretion hereby or by law conferred upon the Trustees or any of them will be capable of being exercised in such manner that any Excluded Person will or may become entitled either directly or indirectly to any benefit in any manner or in any circumstances whatsoever.

POWER OF DELEGATION

22. The Trustees shall have power during the Trust Period (notwithstanding any rule of law to the contrary) by Deed or Deeds or by declaration in writing revocable during the Trust Period or irrevocable wholly or partially to exclude any one or more of the Beneficiaries whether ascertained or not from future benefits under this trust and thereupon such Beneficiary shall be excluded accordingly provided that this power shall not be capable of being exercised so as to derogate from any interest to which such Beneficiary has previously become indefeasibly entitled whether in possession or in reversion or otherwise.

POWERS EXERCISABLE BY THE MAJORITY OF TRUSTEES

23. Every decision resolution or exercise of a power or discretion required to be or capable of being made by the Trustees shall be validly made if so made by a majority in number of the Trustees and any instruments executed in pursuance of any such decision resolution or exercise shall have binding legal effect (as if executed by all the Trustees) if it shall have been executed by a majority in number of the Trustees but not so as to render any of the Trustees liable for any act or thing done or omitted without his consent by reason of the provisions of this sub-paragraph or for any act in which he joins for conformity only other than as a result of fraud or wilful misconduct.

RESTRICTIONS ON EXERCISE OF POWERS

24. No powers conferred on the Trustees in this settlement shall be exercised in such a way as to infringe any rule against perpetuities or accumulations applicable hereto.

INDEMNITY OF PAST TRUSTEES

25. If a Trustee retires from the trusts hereof or becomes by reason of residence or place of incorporation incapable of acting as a Trustee hereof such Trustee shall be released from all claims demands actions proceedings and accounts of any kind on the part of any person (whether in existence or not) actually or prospectively interested under this settlement for or in respect of the Trust Fund or the income of the Trust Fund or the trusts of this settlement or any act or thing done or omitted in execution or purported execution of such trusts other than and except only actions :

- (i) arising from any fraud or fraudulent breach of trust or wilful misconduct or wrongdoing in which such Trustee or (in the case of a corporate Trustee) any of its officers was a party or privy; or
- (ii) to recover from such Trustee trust property or the proceeds of trust property in the possession of such Trustee or previously received by such Trustee (or in the case of a corporate trustee) any of its officers.

PROPER LAW

26. (a) This Settlement is established under the laws of Gibraltar and subject and without prejudice to any transfer of the administration of the trusts hereof or any change in the proper law of this settlement and to any change of the law of interpretation of this settlement duly made according to the powers and provisions hereinafter declared the proper law of this settlement shall be the law of Gibraltar and Gibraltar shall be the forum for the administration thereof.
- (b) The Trustees may at any time or times during the Trust Period by Deed declare that this Settlement will from the date of such a declaration take effect in accordance with the law of some other place in any part of the world and that the law governing the administration thereof will thenceforth be the courts of that place and as from the date of such declaration the law of the place named therein will be the proper law applicable to this Settlement and the courts of that place will be the forum for the administration thereof but subject to the power hereby conferred and until further declaration be made hereunder provided always that so often as any such declaration as aforesaid will be made the Trustees will be at liberty to make such consequential alterations or additions in or to the trusts powers and provisions of this Settlement as the Trustees may consider necessary or desirable to ensure that the trust powers and provisions of this Settlement will (*mutatis mutandis*) be as valid and effective as they are under the laws of Gibraltar.

RELEVANT JURISDICTION

27. (a) For the purposes of this clause the term "relevant jurisdiction" shall mean the jurisdiction designated as the relevant jurisdiction from time to time in writing by the Trustees and the term "Designated Trustee" shall mean such trust or Person authorised to undertake trust business as may from time to time be named in writing by the Trustees as the Designated Trustee for the purposes hereof which shall whenever possible be incorporated in or have its principal place of business in a jurisdiction which provides the same or similar advantages

with respect to but not limited to taxation and confidentiality as currently provided in Gibraltar.

(b) The happening of any of the following events or circumstances in the relevant jurisdiction shall forthwith and without further action on the part of any Person terminate the tenure of the then Trustees of this settlement and they shall thereupon cease to be Trustees of this settlement and to act as such Trustees and shall thereby be divested (so far as practicable) of the property and the title of the Trust Fund:

(i) the declaration or existence of a state of war in consequence whereof the citizens, nationals or residents of the relevant jurisdiction or any corporation incorporated in such jurisdiction the shares or stock of which form a part of the Trust Fund are declared to be enemy aliens by the government of the United Kingdom;

(ii) the invasion of the territory of the relevant jurisdiction by military force;

(iii) The enactment of any law or any action by or in the part of any governmental authority agency or officer of the relevant jurisdiction the aim purpose or effect of which is:

(a) the acquisition, expropriation or confiscation of any of the assets comprising the Trust Fund;

(b) the restriction, suspension or abrogation in whole or in part of this settlement or of any contract in relation to the Trust Fund to which the Trustee is a party;

(c) the compulsory conversion of the assets comprising the Trust Fund (or such part thereof as shall not consist of the currency or securities in the currency of the relevant jurisdiction) into the currency or securities in the currency of the relevant jurisdiction; and

(d) to compel the Trustee of this settlement to sell or otherwise dispose of the assets comprising the Trust Fund or any part thereof which do not consist of the currency of or securities in the currency of the relevant jurisdiction.

(c) Upon the occurrence of any of such events specifically in sub-clause (b) hereof the property and the title to the Trust Fund shall vest in the Designated Trustee who shall automatically become the Trustee of this settlement and thereafter the rights of all persons and the

construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only according to the law of the place of incorporation of such Designated Trustee the courts of which shall become the forum for the administration of this settlement (but so that nonetheless the successor Trustees may by deed declare that the trusts hereof shall be read and take effect according to such other law as they shall think fit). Any Trustee acting as Trustee of this settlement upon the occurrence of any of the aforesaid events shall not thereafter be responsible as Trustee of this settlement except for those of its acts or omissions which constitute actual fraud. Any corporation which shall become a Trustee on the occurrence of any of the aforesaid events as hereinabove provided shall be entitled to all the rights powers discretions authority and immunities granted to any other Trustee under any provisions of this settlement.

TERMINATION PRIOR TO EXPIRATION OF PERPETUITY PERIOD

28. In the event that this settlement is in existence ten (10) days prior to the expiration of the Perpetuity Period it shall terminate five (5) days prior to the expiration of the Perpetuity Period and the whole of the income and capital of the Trust Fund shall vest in such of the Beneficiaries then in existence exclusive of the other or others as the Trustees may by Deed or declaration in writing determine and in default of such determination the whole of the income and the capital of the Trust Fund shall vest in such of the Beneficiaries in existence at the time in equal shares as tenants in common.

RETIREMENT OF TRUSTEE

29. (a) If any Trustee hereof shall at any time desire to withdraw and be discharged from the trust hereof he or it may do so by notice in writing signed by himself or in the case of a corporate Trustee by any of its officers given to the person having for the time being power to appoint new or additional Trustees hereof and upon the expiration of thirty (30) days after posting by certified or registered mail or personal delivery of such notice the Trustee so doing shall cease to be a Trustee hereof to all intents and purposes except as to acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new Trustees or otherwise as the case may require provided however that if in the event substituted Trustees cannot be located and the Trustee wishing to withdraw is notified within said thirty day period the withdrawing Trustee shall continue in its capacity as Trustee for an additional period of up to thirty (30) days as may be required but for no longer.
- (b) Acts and Deeds done for the proper vesting of the Trust Fund in new or additional Trustees will be done and executed by the continuing or retiring Trustee or Trustees at the reasonable

and proper expense of the income or capital of the Trust Fund provided that an outgoing Trustee who is liable as a Trustee hereof or who may at the death of any person be liable as a Trustee hereof or who may at the death of any person be liable as a former Trustee hereof for any taxes which may be imposed by the proper law of this Settlement or elsewhere will not be bound to transfer the Trust Fund unless reasonable security is provided for indemnifying such outgoing Trustee against any such liability.

APPOINTMENT OF SEPARATE TRUSTEES

30. In any appointment the Person having for the time being power to appoint new or additional Trustees under Clause 13 hereof shall have power to appoint separate trustees of any part of the Trust Fund and to provide for the appointment of new or additional separate trustees thereof so that all or any such trustees or new or additional trustees may be persons resident within or without the jurisdiction of Gibraltar.

RESTRICTION OF FUTURE POWERS OF TRUSTEES

31. The Trustees shall have power at any time or times during the Trust Period by Deed revocable or irrevocable to release extend or restrict the future exercise of any powers conferred on them by this trust or by law notwithstanding the fiduciary nature of any such powers provided that the power conferred upon the Trustees by the First Schedule hereof shall not be capable of being released unless at the date of any such release there is at least one person (not being a charitable object) who is a member of the class of Beneficiaries.

DETERMINATION OF OFFICE OF TRUSTEE

32. The office of a Trustee shall be ipso facto determined and vacated if such Trustee being an individual shall cease to be capable of acting as Trustee or if he shall become subject to any proceedings under any bankruptcy or insolvency laws applicable to him or if such Trustee being a company shall enter into liquidation or dissolution whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction).

NOTICES OF CHANGES IN TRUSTEESHIP

33. Notices of all changes in the Trusteeship may be endorsed or attached to this trust signed by the remaining or continuing Trustees and the new Trustees and every such notice shall be sufficient evidence to any persons having dealings with this trust as to the facts to which it relates.

PROVISION FOR PROTECTOR

The Trustees may at any time during the Trust Period by Deed constitute the office of protector in relation to this Settlement with such functions and such provisions concerning the appointment remuneration protection and indemnity of the protector and other matters concerning the protector as the Trustees in their absolute discretion think fit provided that no such Deed will be executed without the prior or contemporaneous written consent of the persons for the time being having the power of appointment of new Trustees under clause 13 hereof.

SEVERABILITY

35. In the event that any provision of this Deed including all its Schedule shall be or become invalid illegal or unenforceable it shall not affect the validity legality or enforceability of any other provision of this trust Deed.

VARIATION

36. The Trustees will have power at any time or times during the Trust Period by Deed revocably or irrevocably in relation to the whole or any part or parts of the Trust Fund to make any additions, deletions or alterations to the provisions of this Deed (whether of a dispositive or administrative character) which they consider in their discretion to be for the benefit of all or any one or more of the Beneficiaries provided that:

- (i) this clause takes effect subject to any restrictions herein contained in regard to Excluded Persons and the power of variation hereby conferred will not be capable of being exercised so as to delete or otherwise prejudice such restrictions;
- (ii) no exercise of the power of variation hereby conferred will be capable of prejudicing any previous payment, transfer, assurance, application or other disposal of any capital or income of the Trust Fund (except merely by accumulation) authorised by this Deed or by law, or any vested interest in the capital or income of the Trust Fund to which any person has previously become indefeasibly entitled;
- (iii) the power of variation hereby conferred will not be capable of being exercised so as to cause any part of the capital or income of the Trust Fund to revert to the Settlor or his estate by way of resulting trust or to become *bona vacantia*;
- (iv) clause 13 hereof will not be capable of being amended under this clause at any time when there is a Person or Persons other than the Trustees having the power of appointment of new

or additional Trustees under clause 13 hereof without the previous or contemporaneous written consent of such Person or Persons;

- (v) the power of variation hereby conferred will not be capable of being exercised so as to delete or otherwise prejudice the restrictions on it contained in the above provisos to this clause or this proviso; and
- (vi) the power of variation hereby conferred may be exercised in relation to an appointment made under clause 6(i) hereof only if the appointment incorporates this power of variation expressly or by necessary implication.

DISCLOSURE

37. (a) The following provisions will so far as permitted by law apply in relation to disclosure of documents and information relating to this Settlement:

- (i) the Trustees will not subject as provided below disclose to any person or authority any documents or information relating to the Trust Fund, the Beneficiaries or other matters of which the Trustees may in the course of their trusteeship of this Settlement become possessed;
- (ii) the Trustees will disclose such information or documents to such persons or authorities as they are required to disclose by the proper law of this Settlement or by an order of a court of competent jurisdiction or as is necessary to administer this Settlement;
- (iii) the Trustees will disclose to any Beneficiary of full age and capacity who has an absolute interest or interest in possession in the whole or any part of the Trust Fund or has become entitled to any capital or income of the Trust Fund upon the exercise of any discretion such information or documents as may be necessary for establishing his own actual rights or entitlement under this Settlement subject to such confidentiality undertakings as the Trustees consider to be appropriate in the circumstances;
- (iv) the Trustees will on request in writing by a Beneficiary who is an individual of full age and capacity or which is a company provide that Beneficiary at his or its expense with copies of the financial statements of this Settlement and financial statements in the possession of the Trustees of any company shares in which are directly or

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indirectly comprised in the Trust Fund subject to such confidentiality undertakings as the Trustees consider appropriate in the circumstances but so that the Trustees will not be bound to make disclosure to any Beneficiary of any such financial statements to the extent that the Trustees consider that such disclosure would be contrary to the interests of the Trust Fund or the sound administration of this Settlement: and

- (v) The Trustees may so far as consistent with duties of confidentiality owed to any third parties and rights of confidentiality of any of the Beneficiaries disclose to any Beneficiary or any person who has responsibility for any Beneficiary who is not of full age and capacity whether or not upon request any information or documents concerning this Settlement, which they in their discretion consider to be in the interests of the sound administration of this Settlement and proper discharge of any functions of the Trustees under this Settlement;
- (b) Without prejudice to the generality of the foregoing provisions the Trustees will not be bound to disclose to any Beneficiaries minutes of meetings of the Trustees and other documents disclosing:
 - (i) the deliberations of the Trustees as to the manner in which they should or might exercise the powers and discretions conferred on them;
 - (ii) the reasons for any particular exercise of such powers;
 - (iii) the material upon which such reasons were or might have been based; and
 - (iv) any letter or memorandum of wishes provided to the Trustees by the Settlor or any other person.
- (d) For the avoidance of doubt nothing in this clause prejudices the rights under the general law of any Beneficiary who is aware of the existence of this Settlement to obtain orders of a court of competent Jurisdiction for administration or accounts or the execution of the trusts of this Settlement.

VALUE OF NOTARISED COPY OF TRUST

38. Any person dealing with the Trustees may rely upon a copy of this Deed and any notices endorsed thereon or attached thereto certified by or on behalf of the Trustees before a Notary Public or a Commissioner for Oaths to the same extent as he might rely on the original.

COUNTERPARTS

39. This Deed may be executed in one or more counterparts each of which when executed and delivered shall be an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand or hands or affixed their common seal or seals the day and year first above written.

THE FIRST SCHEDULE *(Additional Trustee Powers)*

The Trustees shall have the below additional powers exercisable in relation to the trusts of this Deed.

POWER TO DEAL WITH LAND

- (1) Power to sell exchange convey lease mortgage charge agree to let license and otherwise conduct the management of any land of any tenure that may at any time be subject to the trusts hereof as if the Trustees were the sole beneficial owners thereof.

POWER TO VARY PROPERTY OR INVESTMENTS

- (2) The Trustees will have power to change or vary any property or investments for the time being subject to the trust hereof for others hereby or by law authorised.

POWER OF INVESTMENT

- (3) The Trustees will power to invest or lay out monies requiring to be invested under the trusts hereof in the purchase of or subscription of or at interest upon the security of land immovable or real property of any tenure or personal or movable property or whatsoever nature (whether producing income or not) or in any trade industrial technical or commercial venture (whether or not as partner or limited partners with others) or through limited companies or other investments or property of whatsoever nature and wheresoever situate including the purchase or improvement of a freehold or leasehold dwelling house for use as a residence and whether involving liability or not or upon such personal credit with or without security as the Trustees shall in their absolute discretion think fit to the extent that the Trustees shall have the same powers in all respects as if they were a sole beneficial owner. Without prejudice to the generality of the above the acquisition of any investment although of a speculative nature will be deemed to be an authorised investment of the Trust Fund and the Trustees will not be under any obligation or be liable for any loss occasioned by any failure to diversify the investments of the Trust Fund notwithstanding that the whole or a substantial part of the Trust Fund may consist of the stocks shares or debentures of a single company.

POWER TO IMPROVE AND DEVELOP LAND AND BUILDINGS

- (4) power to apply money for the time being subject to the trusts hereof in improving or developing any land which may for the time being be subject to the trusts hereof or erecting enlarging improving or rebuilding any buildings upon such land or decorating redecorating equipping or furnishing any such buildings.

POWER TO ALLOW BENEFICIARIES TO OCCUPY HOUSES AND USE CHATTELS

- (5) Power to permit any Beneficiary to reside in any dwelling house occupy any building or land or have the custody or use of any chattels which may for the time being be subject to the trusts hereof upon such conditions as to payment of rent taxes and other expenses and outgoings and as to repair decoration and insurance and for such period and generally upon such terms (whether or not being such terms as would normally be negotiated between persons at arm's length) as may be beneficial to the Beneficiary or Beneficiaries as the Trustees in their discretion think fit but the Trustees shall not be concerned to see to the insurance preservation repair or renewal of any building or land household furniture or other chattels occupied or used by any such of the Beneficiaries.

POWER TO REPAIR AND MAINTAIN PROPERTY

- (6) Power to repair and maintain any property immovable or movable for the time being subject to the trusts hereof and pay any outgoings in respect thereof out of the capital or income of any part of the Trust Fund held upon the same trusts as such property provided that the Trustees will not be bound to nor liable for omitting or neglecting to see to the repair or maintenance of any such property or the payment of any such outgoings.

POWER TO INSURE PROPERTY

- (7) Power to keep any property immovable or movable for the time being subject to the trusts hereof insured against such risks and for such amount as the Trustees will think fit and for such purpose to pay all premiums and other moneys which may be required out of the capital or income of any part of the Trust Fund held upon the same trusts as such property provided that the Trustees will not be bound to see nor be liable or accountable for omitting or neglecting to see to the insurance of any such property.

**POWER TO APPROPRIATE INVESTMENTS OR PROPERTY
TOWARDS SATISFACTION OF BENEFICIAL INTEREST**

- (8) Power to appropriate any investment or property from time to time subject to the trusts hereof in their actual state of investment in or towards the satisfaction of the beneficial

interest of any person hereunder so that any appropriation so made shall be final and binding on all persons interested or who may become interested under the trusts hereof.

POWER TO BORROW AND INVEST MONEY

- (9) Power to borrow money on such terms as to interest repayment and otherwise as the Trustees may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only or otherwise howsoever and to use such money borrowed in purchasing or subscribing for property or investments to be held as part of the Trust Fund or otherwise for any purpose for which capital monies forming part of the Trust Fund may be used.

POWER TO EFFECT LIFE ASSURANCE POLICIES

- (10) Power to effect any policy of insurance upon the life of any person and to apply any part of the capital or income of the Trust Fund or any accumulations of income of the Trust Fund in or towards the payment of any premium for the effecting or maintaining of any such policy and power to borrow from any persons including any one or more of the Trustees the monies required for any such premium upon such terms as to repayment interest and otherwise as the Trustees in their absolute discretion think fit and to charge any part of the capital or income (including any future income) of the Trust Fund with the repayment of any money so borrowed.

FURTHER POWERS ON LIFE ASSURANCE POLICIES

- (11) In respect of or in relation to any policy or policies of assurance for the time being subject to the trusts hereof power in their absolute discretion to do the following that is to say:-
- (a) Power in case any such policy shall become void forthwith to effect a new policy for such amount as would have been payable (including bonuses) on the void policy if the same had matured or for such lesser amount as the Trustees shall think fit.
 - (b) Power to convert all or any of the said policies or any substituted policy into fully paid up policies or policy of the said amount or amounts or lesser amounts or amount and to pay the expenses of so doing out of the Trust Fund as the Trustees shall think fit.
 - (c) Power to sell or surrender the said policies or any of them or any substituted policy.

TRUSTEES POWERS ON INSURANCE POLICIES

- (12) Power to apply any part of the capital or income of the Trust Fund in effecting any sinking fund policies annuities or effecting or enabling any Beneficiary to effect any policy of insurance (including an annuity) on his or her life subject to the Trustees having an insurable interest thereon (such policy or policies to be assigned to the Trustees if not effected by them) and in maintaining any such policy or policies and so that any monies received on the maturity or on the surrender or sale of any such policies shall form part of the capital of the Trust Fund.

FURTHER POWERS ON INSURANCE POLICIES

- (13) The Trustees shall have power to maintain surrender exchange convert exercise any option under or otherwise deal with any insurance policies as if the Trustees were absolutely and beneficially entitled thereto.

POWER TO PURCHASE INSURANCE POLICIES FOR MAINTENANCE

EDUCATION OR BENEFIT OF CHILDREN

- (14) Power to deal with any income applicable for the maintenance education or benefit of any children under any provisions of this deed by paying or contributing towards the payment of the premiums or costs of any policy of insurance by the terms of which any sum or sums may be payable to or applicable for the maintenance education or benefit of such child.

POWER TO USE NOMINEES

- (15) Power to permit any moneys investments or other real or personal property forming part of the Trust Fund to be held in the name or names of any nominee or nominees on behalf of the Trustees whether being or including one or more of the Trustees and whether within or outside Gibraltar without being liable for any loss occasioned thereby and so that (but without prejudice to the generality of the foregoing) such power may be exercised with a view to qualifying a nominee (whether being a trustee or any other person) to act as a director or any company and so that the Trustees may authorise any nominee or nominees to hold any such money investments or property through any sub-nominee or sub-nominees.

POWER TO USE CUSTODIANS AND HOLD STOCK IN UNCERTIFIED FORM

- (16) The Trustees will have power to:
- (i) to deposit documents or certificates relating to the title to any assets with any custodian or custodians whether within or outside Gibraltar and so that the Trustees

may authorise any such custodian or custodians to deposit the same with a sub-custodian or sub-custodians; and

- (ii) to hold title to any asset or permit any agent nominee or sub-nominee of the Trustees to hold title to any asset in electronic or other uncertificated form within or outside Gibraltar.

***GENERAL POWER TO EFFECT ANY TRANSACTION
CONCERNING TRUST FUND***

- (17) Power to effect any transaction concerning or affecting any part of the Trust Fund or any other real or personal property whatsoever if the Trustees think that the transaction is for the benefit of the Trust Fund or the persons interested in it as if the Trustees were the sole absolute beneficial owners of the Trust Fund and for the purposes of this paragraph "transaction" includes any sale exchange assurances grant lease surrender reconveyance release reservation or other disposition whatsoever and any purchase or other acquisition whatsoever and any covenant licence option of right of pre-emption and any compromise partition insurance or other dealing or arrangement whatsoever and "effect" has the meaning appropriate to the particular transaction and reference to the property including references to restrictions and burdens affecting the property.

POWER TO DEAL IN SECURITIES

- (18) Power to obtain or join with others in obtaining from any stock exchange a quotation for or permission to deal in any securities which or some of which are comprised in the Trust Fund and to sell or join any other person or persons in selling or disposing of any securities with a view to creating a market in such securities whether or not a sale or disposition would on any other ground be desirable or expedient.

POWER TO ENGAGE IN INVESTMENT FINANCE AND TRADE

- (19) Power to promote or join with others in promoting and to apply the whole or any part of the capital or income of the Trust Fund towards the formation and financing of any company corporation unincorporated body firm or partnership for the purpose of acquiring or exploiting any property or of carrying on any trade business profession financial commercial or industrial venture as the Trustees think fit and to undertake and transact all kinds of business which an ordinary individual may legally undertake.

POWER TO FORM COMPANY OR CORPORATION

- (20) At any times and in any parts of the world and either alone or jointly with any other persons to form or incorporate or cause to be formed or incorporated any company or corporation aggregate whether or not with limited liability and with such objects powers rules articles and regulations as the Trustees shall in their discretion think fit and to vary or amend any of such objects powers rules articles and regulations or if the Trustees shall think fit as aforesaid to effect the reconstruction of any such company or corporation or its amalgamation with some other body or to put it into liquidation.

POWER TO PARTICIPATE IN COMPANY RECONSTRUCTIONS

AND AMALGAMATIONS

- (21) Power to promote or join with others in promoting and to approve concur or acquiesce in or agree to and carry into effect or join with others in carrying into effect any scheme proposals or offer for or lending to or being a step in :
- (i) the reconstruction of any company or corporation in whose securities the trust or any part thereof shall be for the time being invested; or
 - (ii) the amalgamation of any such company or corporation; or
 - (iii) the alteration of the rights attached to any investments or property subject to the trusts hereof or attached to any securities or other assets whatsoever having rights affecting any investments or property so subject; or
 - (iv) the exchange of any investments or property so subject for any other investments or property; or
 - (v) the formation or re-organisation or financing of any company or corporation for the purpose of acquiring any investments or property so subject.

POWER TO EFFECT OR CONCUR IN TRANSACTION

AFFECTING ANY COMPANY

- (22) Power to effect or concur in any arrangement compromise reconstruction amalgamation or other transaction affecting any company on any terms, which they may think fit.

**POWER TO MOVE ADMINISTRATION OF THE TRUST
TO ANY PART OF THE WORLD**

- (23) Power to move the administration of the trusts or the Trust Fund or any part thereof including the custody of any property or documents relating thereto to any part of the world and to carry on such administration whether personally or through agents in any part of the world.

POWER TO LEND TO BENEFICIARIES

- (24) Power to lend and advance money to any one or more of the Beneficiaries exclusive of the others whether interest free or at such rate of interest and upon such terms and conditions as to personal or other security and other matters consistent with the beneficial interests under this Settlement as the Trustees will think fit.

POWER TO RELEASE DEBT

- (25) Power to forgive release or subrogate any debt in whole or in part due to the Trustees.

POWER TO DONATE TO CHARITY

- (26) Power to pay or apply any part of the capital or income of the Trust Fund to or for such charitable institutions or institution or other charitable object or objects as the Trustees shall in their absolute discretion think fit.

FURTHER POWERS RE CHARITIES

- (27) Power in their like discretion to decide from time to time whether or not to exercise the foregoing powers in favour of any particular institution or object and to disregard entirely all such other institutions and objects whether known to the Trustees or not as are capable of benefiting under any exercise thereof so that the receipt in writing by the treasurer or other officer of any charitable institution authorised to give receipts for monies paid to such institutions shall be a sufficient discharge to the Trustees for any payment to such institution hereunder.

POWER TO GIFT THE TRUST FUND

- (28) The Trustees shall have power to gift all or any part of the Trust Fund.

**POWER TO TRANSFER TRUST FUND OR PARTS
THEREOF TO ANY TRUST IN THE WORLD**

- (29) Power to transfer the Trust Fund or any part or parts thereof to the Trustees of any trust constituted under the law of any other country (recognising trusts) to be held on the trust or trusts of such Trust Fund freed and discharged from the trusts power and provisions hereof

and so that a declaration of the Trust Funds as trust and take account

- (30) Power to guarantee become due to in which are disclosed Fund as security or liabilities.

- (31) The Trustee in the market company although subsidiary of dishonest the management business officers affairs any disclosure may be completed

- (32) The right who this has the case

and so that a declaration in writing by the Trustees to the effect that they hold all or part of the Trust Funds as Trustees of such trust shall be deemed to transfer the Trust Fund to such trust and take accordingly.

POWER TO GUARANTEE

- (30) Power to guarantee or give any indemnity in respect of any debts or liabilities due or liable to become due to a third party (not being any Excluded Person) by any company all the shares in which are directly or indirectly comprised in the Trust Fund and to change any of the Trust Fund as security for any such guarantee or indemnity or otherwise as security for such debts or liabilities.

TRUSTEES NOT BOUND TO INTERFERE IN THE BUSINESS

OF A COMPANY IN WHICH TRUSTEES ARE INTERESTED

- (31) The Trustees shall not be bound or required to appoint any director or manager or to interfere in the management or conduct of the business of any company or subsidiary of such company wherever resident or incorporated in which this settlement shall be interested although holding the whole or majority of the shares carrying the control of the company or subsidiary of the company but so long as the Trustees shall have not actual notice of any act of dishonesty or misappropriation of moneys on the part of the directors or officers having the management of such company the Trustees shall be at liberty to leave the conduct of its business (including the payment or non-payment of dividends) wholly to such directors or officers without requiring to be supplied with any information concerning the company or its affairs beyond that to which every shareholder would be entitled to require the distribution of any dividend by any company wherever incorporated or resident in which this settlement may be interested or require the Trustees to exercise any powers they may have of compelling any such distribution.

POWER TO APPORTION BETWEEN CAPITAL AND INCOME

- (32) The Trustees shall have power to treat as income or as capital any dividends stock dividends rights interests rents issues and profits derived from any property at any time constituting the whole or any part of the Trust Fund and generally to determine what part of the receipts of this settlement is income and what is capital whether or not such property is wasting hazardous or unproductive or was purchased at a premium or discount and notwithstanding the time when such dividends stock dividends rights interest rents issues or profits were earned accrued declared or paid to make such reserves out of income or capital as the

Trustees deem proper for expenses taxes and other liabilities of this settlement to pay from income or from capital or to apportion between income and capital any expenses of making or changing investments and of selling exchanging or leasing including brokers commissions and charges and generally to determine what part of the expenses of this settlement shall be charged to capital and what part to income and to determine as between separate funds and separate parts or shares the allocation of income gains profits losses and distributions. Any decisions of the Trustees under this clause whether made in writing or implied from their acts shall so far as the law may permit be conclusive and binding on the Beneficiaries and all persons actually or prospectively interested under this Settlement.

POWER TO INDEMNIFY PAST TRUSTEES AND OTHERS

- (33) The Trustees shall have power to enter into any indemnity in favour of any former trustee or any other person in respect of any estate duty tax or fiscal imposition or other liability of any nature prospectively payable in respect of the Trust Fund or otherwise in connection with this settlement and to charge or deposit the whole or any part of the Trust Fund as security for such indemnity in such manner in all respects as they shall think fit.

TRANSACTIONS WITH OTHER TRUSTS

- (34) The Trustees may in the execution of any of the trusts hereof or in exercise of any of the powers hereby or by law given to them sell property or lend money to or buy property or borrow money from or carry out any other trust of the executors or administrators of any estate (not being a trust or estate under which any excluded person shall have any beneficial or prospective interest whatsoever) notwithstanding that the Trustees or any of them are or is the same persons or person as those Trustees executors or administrators or any of them and where the Trustees are the same persons as those Trustees executors or administrators the transaction shall be binding on all persons then or thereafter interested hereunder though effected and evidenced only by an entry in the accounts of the Trustees.

PERSONAL INTEREST OF TRUSTEES

- (35) Without prejudice to the foregoing paragraph any of the Trustees (not being an Excluded Person) may:
- (i) contract with the Trustees as vendor or purchaser or otherwise in a matter in which he is personally interested provided that there is at least one trustee who has no personal interest in such contract;

(37)

(38)

- (ii) exercise or join or concur in exercising any or all of the powers and discretions hereby or by law conferred on the Trustees notwithstanding that he may have a personal interest in the mode or result of exercising any such power or discretion provided that there is at least one Trustee who has no personal interest in such exercise;

and of the Trustees may abstain from acting except as a merely formal party in any matter in which he may be personally interested as aforesaid and may allow his co-Trustee or co-Trustees to act alone in the exercise of the powers and discretions aforesaid in relation to such manner.

POWER TO PAY DUTIES AND TAXES

- (36) In the event of any probate succession estate duty capital transfer tax capital gains tax wealth tax income tax stamp duties or other duties fees or taxes whatsoever becoming payable in Gibraltar or elsewhere in the world in respect of the Trust Fund or any part thereof in any circumstances whatsoever the Trustees shall have power to pay all such duties fees or taxes out of the Trust Fund or the income thereof and shall have entire discretion as to the time and manner in which the said duties fees or taxes shall be paid and the Trustees may pay such duties fees or taxes notwithstanding that the same shall not be recoverable from the Trustees or the Beneficiaries or other persons entitled hereunder or that the payment shall not be to the advantage of the trust any Beneficiary or other person entitled hereunder and whether or not any such payment shall be capable of being enforced by law. No person interested under this trust shall be entitled to make any claim whatsoever against the Trustees by reason of them making such payment. For the avoidance of doubt the power hereby conferred may be exercised for the protection of any of the Trustees or any officers or employees of any of the Trustees but will not be exercised so as to benefit any Excluded Person.

BENEFICIARIES NOT TO COMPEL SALE OF TRUST PROPERTY

- (37) No Beneficiary hereunder shall be entitled to compel the sale or other realisation of any property whether or not producing income or the investment of any part of the Trust Fund in property producing income.

POWERS TO EXERCISE VOTING RIGHTS

- (38) The Trustees shall have the power to exercise all voting rights appertaining to any investment from time to time or for the time being forming part of the Trust Fund in as full free and absolute manner as if they were absolute owners of such investments.

POWER TO TAKE COUNSEL'S OPINION

- (39) The Trustees shall have power to take the opinion of legal counsel locally or where necessary or appropriate elsewhere concerning any difference arising under this settlement or any matter in any way relating to the trust or to their duties in connection with the trusts hereunder and to the extent that the Trustees act in accordance with the opinion of such counsel the Trustees shall not be liable for any loss to the Trust Fund which may arise by or from acting.

POWER TO HAVE ACCOUNTS AUDITED

- (40) The Trustees shall have power from time to time and at such intervals as they shall in their sole discretion think fit and at the expense of the Trust Fund to cause the trust accounts to be examined or audited by such person or persons as they shall designate and to pay the costs of such examination or audit out of the capital or income of the Trust Fund.

POWER TO EMPLOY INVESTMENT ADVISER OR MANAGER

- (41) (a) Without prejudice to the generality of any other powers hereby conferred the Trustees will have the power to appoint any Person or Persons whether within or outside Gibraltar (not including any Excluded Person but subject to that including any of the Trustees or any Persons connected with any of the Trustees) whom the Trustees consider to be suitably qualified experienced and reputable to advise in respect of the investment of all or any part of the Trust Fund or to manage the investment of the whole or any part of the Trust Fund whether on a discretionary or some other basis upon such terms and conditions as the Trustees will think fit including terms and conditions:
- (i) providing for the reasonable remuneration of the Person so appointed and making reasonable provision concerning retention of profits;
 - (ii) providing for the reasonable protection or indemnity of that Person;
 - (iii) authorising that Person to enter into any transaction on behalf of the Trustees in which that person has a personal interest or interest in another fiduciary capacity including a sale of investments by that person to the Trustees or purchase of investments by that Person from the Trustees;
 - (iv) authorising that Person to sell investments comprised in the Trust Fund together with investments comprised in other funds under the management or

control of that Person or to purchase investments on behalf of the Trust Fund together with investments on behalf of such funds;

- (v) delegating to that Person any of the powers of the Trustees relating or incidental to investment of the Trust Fund or the part concerned, and
- (vi) conferring powers of sub-delegation.

- (b) The Trustees will not be liable for the acts or defaults of any such Person or any loss to the Trust Fund or its income occasioned by the exercise of this power in the absence of fraud or wilful misconduct on the part of the Trustees sought to be made liable.

POWER TO EFFECT COMPROMISES

- (42) The Trustees shall have power to:

- (i) accept any property whether movable or immovable before the time at which it is transferable or payable;
- (ii) pay or allow any debt or claim on any evidence which they may think sufficient;
- (iii) accept any composition of any security moveable or immovable for any debt or any property due to or claimed by the Trustees;
- (iv) allow any time for payment of any debt;
- (v) compromise compound abandon submit to arbitration or otherwise settle any debt account claim or thing relating to the Trust Fund without being liable for any loss to the Trust Fund thereby occurring;

and for any of those purposes the Trustees may enter into give execute and do such agreements instruments of composition or arrangement releases and other things as to them seem expedient.

POWERS IN RELATION TO INTERESTS IN OTHER TRUSTS AND ESTATES

- (43) The Trustees shall have the power in relation to any estate or other trust in which the Trustees may be interested as Trustees of this Settlement:

- (i) to agree and settle without further investigation the accounts of such estate or other trust;
- (ii) to do or omit to do all such acts and things (whether alone or jointly with others) and to execute all such releases indemnities and other Deeds or documents which they consider to be expedient and in the interests of the Trust Fund and which could be done omitted or executed by them if they were absolute beneficial owners of such interest;

and the Trustees will not be bound or required to interfere in the management or administration of any estate or other trust in which this Settlement will be interested but so long as the Trustees will have no actual knowledge of any act of dishonesty or misappropriation of moneys on the part of the personal representatives of Trustees or the persons having the management or administration of such estate or other trust the Trustees will be at liberty to leave the conduct of its management or administration wholly to such persons.

POWER TO VALUE TRUST FUND FOR PURPOSE OF DISTRIBUTION

- (44) The Trustees shall have power upon and for the purpose of any distribution or appropriation of the Trust Fund or any part thereof at their discretion to place such value on the Trust Fund as the Trustees shall think fit and any such valuation made in good faith shall be absolutely final and binding on all Beneficiaries and further upon any such distribution or appropriation to determine to whom specified assets shall be given and to distribute the same subject to the payment of such amounts as may be necessary to adjust the shares of the various Beneficiaries.

POWER TO EMPLOY AGENTS

- (45) The Trustees shall have power to employ or engage any persons (not including any Excluded Person but subject to that including any of the Trustees or any persons connected with any of the Trustees) as agents advisers managers or other employees whatsoever whether within or outside Gibraltar and to pay any fees remuneration or other expenses or outgoings whatsoever payable in connection with the same from the capital or income of the Trust Fund. The Trustees will not be liable for the acts or defaults of any such persons or any loss to the Trust Fund or its income occasioned by the exercise of this power in the absence of fraud or wilful misconduct on the part of the Trustees sought to be made liable.

POWER TO GIVE UNDERTAKING AND ENTER INTO CONTRACTS

- (46) The Trustees shall have power to give all such undertakings and enter into such contracts and incur all such obligations relating to the Trust Fund or any parts thereof as the Trustees shall think fit whether or not such undertaking contracts or obligations extend or may extend until after the expiration of the Trust Period.

POWER TO ASSIGN PLEDGE CHARGE OR MORTGAGE TRUST FUND

- (47) The Trustees shall have power to assign pledge charge or mortgage the whole or any parts of the Trust Fund by way of security for any borrowing or guarantee or other obligation made given or indemnified by the Trustees in accordance with the provisions of this trust.

POWER TO INSTITUTE AND DEFEND LEGAL PROCEEDINGS

- (48) The Trustees shall have power to institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise the same as the Trustees shall consider advisable after obtaining such legal advice, as they consider appropriate in the circumstances. The Trustees will be indemnified out of the capital or income of the Trust Fund in respect of all costs and liability in respect of such proceedings if the proceedings were not occasioned by the fraud or wilful misconduct of the Trustees (or that one of them seeking indemnity) and if the Trustees act in accordance with such legal advice.

***POWER TO CONVERT COMPANY WHOSE SHARES ARE
COMPRISED IN TRUST FUND INTO AN UNLIMITED COMPANY***

- (49) The Trustees shall have power to consent to and vote in favour of any resolution for the conversion of any company whose shares or securities are comprised in the Trust Fund into an unlimited company if the Trustees shall in their discretion think fit notwithstanding that the Trustees may thereby assume responsibility for the debts and liabilities of such company.

***POWER TO PROMOTE OR CONCUR IN WINDING UP OF
A COMPANY IN WHICH THEY ARE SHAREHOLDERS***

- (50) The Trustees shall have power to promote or concur in the winding up dissolution or liquidation of any company in which they are interested as holders of shares or other securities and accept in satisfaction of all or any of their rights therein a distribution in specie of the assets of any such company and have power thereafter to hold and carry on business with such assets either alone or in conjunction with any other persons whatsoever and wheresoever.

POWER TO ACT AS DIRECTOR OF ANY COMPANY

- (51) The Trustees or any of them shall have power to act as director or other officer or employee of any company.

POWER TO GIVE PROXIES AND POWERS OF ATTORNEY

- (52) The Trustees shall have power to give proxies and powers of attorney other than to the Settlor or any spouse of the Settlor (with or without power of substitution) for voting or acting on behalf of the Trustees in relation to the Trust Fund or any part thereof.

POWER TO LEND OR HIRE PROPERTY FROM TRUST FUND

- (53) Without prejudice to any powers hereby conferred to allow Beneficiaries to occupy or use property comprised in the Trust Fund the Trustees shall have power to lend or let or hire any property immovable or movable from the Trust Fund to any persons (other than any Excluded Person) upon such terms and for such periods as the Trustees will in their discretion think fit and the Trustees will not be responsible for any loss incurred through any damage to the same caused by or through any sale or conversion thereof made by such persons or otherwise incurred through any neglect or default of such person.

DIVIDENDS AND INCOME

- (54) Unless the Trustees shall otherwise determine all dividends and other income received by the Trustees shall be treated as income at the date of receipt whether or not such dividends or other income shall have been earned wholly or partially in respect of a period prior to the date of receipt.

POWER TO OPEN AND OPERATE BANK ACCOUNTS

- (55) The Trustees will have power to open and operate any bank account and to endorse bills of exchange and any other negotiable instruments whatsoever or wheresoever in the world.

THE SECOND SCHEDULE
(The Original Trust Fund)

100% of the issued and authorised share capital of 1,000 Shares of GBP 1.00 each in the undertaking known as Citric Investments Limited, a company incorporated under the laws of Gibraltar.

50% of the issued and authorised share capital of 500 Shares of GBP 1.00 each in the undertaking known as Tarrytown Limited, a company incorporated under the laws of Gibraltar.

100% of the issued and authorised share capital of 100 Shares of GBP 1.00 each in the undertaking known as Casavan (CI) Limited, a company incorporated under the laws of Jersey.

100% of the issued and authorised share capital of 1,000 Shares of GBP 1.00 each in the undertaking known as Annesley Properties Limited, a company incorporated under the laws of Gibraltar.

100% of the issued and authorised share capital of 1,000 Shares of GBP 1.00 each in the undertaking known as Baroness Holdings Limited, a company incorporated under the laws of Gibraltar.

THE THIRD SCHEDULE
(The Beneficiaries)

1. The Settlor and his issue.
2. Such charitable institutions or institution (whether corporate or unincorporated) or other charitable objects or object that the trustees may at any time or times in their absolute discretion select.
3. Any Person who is the subject of a nomination under clause 20 hereof.

THE FOURTH SCHEDULE
(Appointment of New or Additional Trustees)

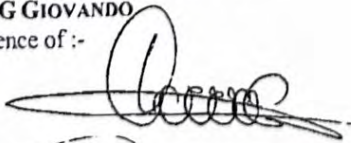
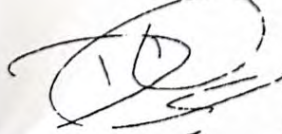
The following persons in the following order of priority shall have the power to appoint new or additional Trustees:

1. The Settlor.
2. The Trustees or the personal representative or liquidator of the last remaining Trustee

THE FIFTH SCHEDULE
(Excluded Persons)

1. The Trustees
2. Any Person or object or class of persons or objects that the Trustees shall by Deed or Deeds revocable or irrevocable add to the class of Excluded Persons by exercise of the power granted under Clause 21 of this Settlement

SIGNED SEALED AND DELIVERED by
LEANDRO G GIOVANDO
in the presence of :-

DAVID DENNIS CHBY
- 35 -

THE COMMON SEAL of the within named
FINSBURY TRUST CORPORATION LIMITED
was hereto affixed in the presence of :



Director

W. Cid de la Paez

Director/Secretary

W. Cid de la Paez
Director

Jorgen Haveland

Jorgen Haveland
Finsbury Secretaries Limited
Secretary

DATED 29th JULY 2021

FINSBURY TRUST CORPORATION LIMITED

as Trustees of The Jaybel Alexandra Trust

DEED OF ADDITION OF BENEFICIARIES

relating to

THE JAYBEL ALEXANDRA TRUST

THIS DEED OF ADDITION OF BENEFICIARIES is made the 29th day of July 2021 By
FINSBURY TRUST CORPORATION LIMITED a company incorporated under the
Companies Act of Gibraltar with registered office at Suites 7b & 8b, 50 Town Range,
Gibraltar AS TRUSTEES OF THE JAYBEL ALEXANDRA TRUST ("the Trustees")

WHEREAS

- (A) This Deed is supplemental to:
 - i. a Deed of Trust dated 7th April 2017 made by Leandro Giorgio Giovando, the Settlor on the one part and the Trustees on the other part and known as The Jaybel Alexandra Trust ("the Trust"); and
 - ii. all and any other deeds supplemental thereto.
- (B) In this Deed expressions defined in the Trust have (where the context admits) the respective meanings thereby assigned to them.
- (C) The Trustees are the present trustees of the Trust.
- (D) By virtue of the power contained in Clause 20 of the Trust the Trustees have power at any time during the Trust Period to add to the Class of Beneficiaries.
- (E) The Trustees now wish to exercise the said power to add the persons specified in the Schedule hereto ("the Additional Beneficiaries") to the Class of Beneficiaries of the Trust in the manner hereinafter appearing.

NOW THIS DEED WITNESSES as follows:

1. In exercise of the power contained in Clause 20 of the Trust and all other powers them enabling the Trustees **HEREBY DECLARE** that the Additional Beneficiaries shall be added to the Class of Beneficiaries of the Trust for all the purposes of the Trust.
2. The addition shall take immediate effect.

3. This Deed shall be governed by and construed in accordance with the laws of Gibraltar.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

THE SCHEDULE

("the Additional Beneficiaries")

Abel Vincent Alexander Eaton and Layla Laurice Alexandra Eaton

EXECUTED AS A DEED by

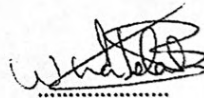
FINSBURY TRUST CORPORATION LIMITED
as the Trustees of the Jaybel Alexandra Trust
acting by a director in the presence of :

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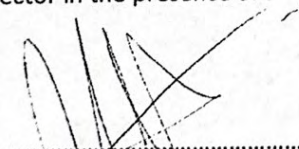
)


.....
Director

Witness:

Occupation:

Address:


.....
Jorgen Haveland
Senior Trust Services Executive
Suites 7B & 8B
60 TOWN PLACE, Gibraltar

Protocol No. FBK/204/24

To All to whom these presents shall come I **FRANCESCA BAUTISTA-KOLENIČ**, of the City of Gibraltar, **NOTARY PUBLIC**, duly admitted and sworn **DO HEREBY CERTIFY** that:

1. **TARRYTOWN LIMITED** is a Gibraltar company duly organised and existing, incorporated by the Registrar of Companies for Gibraltar on the 8th day of May 2009 under the Companies Act with incorporation number 102394 and having its registered office at Suites 7B & 8B, 50 Town Range, PO Box 472, Gibraltar GX11 1AA (the "Company");
2. The documents hereunto annexed marked "FBK 1" are true and faithful copies of Share Certificates numbered 1 to 4 of the Company;
3. The document hereunto annexed marked "FBK 2" is the true and faithful copy of the Declaration of Trust made by FINSBURY HOLDINGS LIMITED in favour of FINSBURY TRUST CORPORATION LIMITED as Trustees of THE JAYBEL ALEXANDRA TRUST with regards to 500 ordinary shares of GBP 1.00 each in the Company, dated the 7th April 2017;
4. The document hereunto annexed marked "FBK 3" is the true and faithful copy of the Declaration of Trust made by FINSBURY NOMINEES LIMITED in favour of FINSBURY TRUST COMPANY LIMITED as Trustees of THE BELLARIA TRUST with regards to 500 ordinary shares of GBP 1.00 each in the Company, dated the 10th day of February 2010;