

This Amended and Restated Declaration of Trust is made on this [] day of [] 2022 by **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Original Trustee**").

Whereas:

- (A) The Original Trustee has declared trusts of some or all of the property defined below as the "**Trust Fund**" pursuant to a declaration of trust dated 25 February 2021 (as amended and/or restated from time to time, the "**Declaration of Trust**").
- (B) The Original Trustee wishes to amend and restate the Declaration of Trust pursuant to Clause 18 thereof in the form and on the terms set out in this Deed.
- (C) The Original Trustee wishes to declare the following trusts of the property defined below as the "**Trust Fund**", which is or will be beneficially owned by it and is or will be held by it or its nominees to its order.
- (D) Further assets may hereafter be paid or transferred to the Trustees.

Now This Deed Witnesseth that the Declaration of Trust is hereby amended and restated in its entirety by the terms of this Amended and Restated Declaration of Trust as follows:

1 Definitions

1.1 In this Deed the following expressions shall have the following meanings where the context so admits or requires:

"Administration Agreement"	means the administration agreement dated 25 February 2021 as amended by the amended and restated administration agreement dated [] (as may be further amended from time to time) hereof between the Administrator and the SPC;
"Administrator"	means MaplesFS Limited;
"Applicable Trust Deed"	means the trust deed, indenture or other instrument between the SPC for the account of the relevant Segregated Portfolio and the Notes Trustee or any Trust Deed entered into in respect of any Obligations;
"Excluded Person"	means any person who has directly or indirectly contributed money or assets to this Trust;
"Foundation"	means Maples Foundation, a body corporate formed under the laws of the Cayman Islands;
"Holders"	means the holders for the time being of Portfolio Notes;
"Notes Trustee"	means the trustee specified in the Applicable Trust Deed;
"Obligations"	shall have the meaning given to it in the master definitions dated

31 March 2021 relating to the programme of the SPC;

"Obligations Trustee"	means a trustee of the Obligations specified in an Applicable Trust Deed;
"outstanding"	means any payment obligation (whether of income or capital) under the Portfolio Notes which has not yet been discharged (whether by performance or otherwise including, without limitation, extinguishment of the debt or that no debt is deemed to be owed in accordance with the relevant limited recourse provisions of the Applicable Trust Deed, if any);
"Portfolio Notes"	means such notes, bonds and debt securities as the SPC for the account of a Segregated Portfolio may issue from to time;
"Qualified Charity"	means: the Foundation (for as long as it exists and is capable of benefiting hereunder); or any body corporate (having separate legal personality) formed in any part of the world and carrying out on a not-for-profit-basis purposes or objects which are charitable under the laws of the jurisdiction of its incorporation or which the Trustees (in their absolute discretion) consider to be predominantly philanthropic, benevolent or for the public good; or any body, organisation, trust, association, purpose or object in any part of the world which under the laws of the Cayman Islands shall be recognised as charitable; provided that no Excluded Person shall be capable of becoming a Qualified Charity other than as a trustee for charitable purposes
"Rating Agency"	means a rating agency that is providing a rating in respect of any Portfolio Notes at the relevant time;
"Segregated Portfolio"	means a segregated portfolio of the SPC created in order to segregate the assets and liabilities of the SPC held in respect of a series of Portfolio Notes or Obligations within or on behalf of a Segregated Portfolio from the assets and liabilities of the SPC held in respect of any other series of Portfolio Notes or Obligations within or on behalf of any other Segregated Portfolio or the general assets and liabilities of the SPC;
"Shares"	means all and any ordinary shares in the SPC;
"SPC"	means Platinum Securities Cayman SPC Limited;
"Termination Date"	means the termination of the period commencing on the date hereof and ending one hundred and forty-nine years from such date or, if there are no Portfolio Notes or Obligations outstanding

and the directors of the SPC have confirmed that the SPC and each Segregated Portfolio has ceased to carry on business, such earlier date as the Trustees may determine;

"Trust"

means the trust hereby amended and restated;

"Trust Fund"

means:

all of the Shares which at the date hereof are beneficially owned by the Original Trustee or any rights to the issue of any Shares allotted to the Trustees;

any other Shares subsequently registered in the name of the Trustees or any nominee therefor;

all investments property or cash hereafter acquired by or transferred to the Trustees to be held on the trusts hereof;

all income which may in accordance with the provisions of this Deed be accumulated; and

the investments and property from time to time representing such investments property or cash and such accumulations or any part or parts thereof;

"Trustees"

means the Original Trustee or the other trustees or trustee for the time being hereof;

"United States" and "US"

means the United States of America, its territories and possessions and all areas subject to its jurisdiction; and

"U.S. Person"

means a citizen or resident of the United States or a U.S. domestic corporation or partnership or any person or entity otherwise subject to U.S. federal income taxation on a net basis.

- 1.2 No person shall be found to have committed actual fraud or wilful default under this Deed unless or until a court of competent jurisdiction shall have made a finding to that effect.

2 Accumulation Trust

Subject to and pending any and every exercise of the powers contained in Clause 3 below, the Trustees shall until the Termination Date hold the Trust Fund upon trust to accumulate the income thereof as an addition to the Trust Fund.

3 Powers of Appointment and Distribution

Until the Termination Date the Trustees shall have the following powers exercisable from time to time:

- 3.1 power to appoint by deed or deeds revocable or irrevocable that the whole or any part or parts of the Trust Fund and the income thereof shall thenceforth be held upon such trusts for the benefit of such one or more Qualified Charities at such times and in such shares as the Trustees shall think fit;

- 3.2 power to pay, transfer or apply the whole or any part or parts of the capital of the Trust Fund to or for the benefit in any manner of such one or more Qualified Charities as the Trustees shall think fit;
- 3.3 power by deed or deeds to extinguish (or restrict the future exercise of) either or both of the foregoing powers or any other power or powers conferred on the Trustees by this Deed; and
- 3.4 subject to and pending any and every exercise of the powers contained in Clauses 3.1, 3.2 and 3.3, the Trustees may pay or apply the whole or such part or parts of the income of the Trust Fund (if any) as the Trustees shall from time to time think fit to or for the benefit of all such one or more Qualified Charities.

4 Concerning the Shares and the SPC

Subject to any and every exercise of the powers contained in Clauses 3.1, 3.2 and 3.3 above and for as long as there shall be any Portfolio Notes or Obligations outstanding, the Trustees:

- 4.1 may not dispose of or otherwise deal with any of the Shares;
- 4.2 may not propose or pass any resolution to wind up the SPC unless there are no Portfolio Notes or Obligations outstanding and the directors of the SPC have confirmed that the SPC and each Segregated Portfolio has ceased to carry on business;
- 4.3 may not make an application for a receivership order in respect of a Segregated Portfolio unless the Trustees consider that such resolution is in the best interests of the Holders of that Segregated Portfolio or the holders of Obligations of that Segregated Portfolio or the Trustees have been directed in writing to do so by the Notes Trustee or the Obligations Trustee of that Segregated Portfolio (having first been indemnified by such Holders or Notes Trustee or holders of the Obligations or such other relevant party to the Trustees' own satisfaction in respect of all liabilities which they may incur in so doing);
- 4.4 if any Portfolio Notes outstanding are rated by a Rating Agency may not propose or pass a resolution to amend the memorandum and articles of association of the SPC, unless prior written notice is given to each Rating Agency;
- 4.5 may not interfere in the affairs of the SPC; and
- 4.6 may in their discretion without assigning any reason therefor, exercise their voting rights with respect to the Shares to remove or appoint any director for the time being of the SPC and to exercise their rights in their capacity as administrator under the Administration Agreement.

5 Ultimate Trusts

On and from the Termination Date the Trustees shall hold the Trust Fund as to capital and income upon trust as follows:

- 5.1 the Trustees shall have power at any time before the expiration of the period of twelve months from the Termination Date in their absolute discretion to appoint, revocably or irrevocably, the whole or any part of the Trust Fund to or for the benefit of such Qualified Charity or Qualified Charities in such amounts or proportions as they may from time to time decide, provided that any such revocable appointment shall (to the extent not previously revoked) become irrevocable at the expiration of such period; and

- 5.2 subject thereto and in default of such appointment upon trust for the Foundation (if it still exists and is capable of benefiting hereunder) and subject thereto for such exclusively charitable purposes as the Trustees shall decide.

6 Trusteeship Non-Exclusive

Nothing in this Deed shall prevent the Trustees or any of them from acting as trustees of any other trusts and retaining any profit or benefit derived therefrom. Nor shall any Trustee be liable to account for any profits derived from acting as administrator under the Administration Agreement or in any other capacity.

7 Receipt

Any capital or income resolved by the Trustees to be paid to any body or organisation in exercise of their powers or trusts aforesaid may be paid to the person who is or purports to be the Treasurer or other duly authorised officer of such body or organisation whose receipt shall be a full and sufficient discharge to the Trustees.

8 Investment Powers

Subject and without prejudice to Clause 4 above, trust monies, if any, requiring investment under the trusts hereof may at the discretion of the Trustees be invested in the purchase of or subscription for or at interest upon the security of such stocks, funds, shares, securities or other investments or property of whatsoever nature and wheresoever situate as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments of trust monies in all respects as if they were absolute beneficial owners thereof and in addition (but without prejudice to the generality of the foregoing) the Trustees may invest or keep invested the whole or any part or parts of the Trust Fund in the shares of any company without the need for diversification and without being responsible for any loss occasioned thereby otherwise than by reason of actual fraud or wilful default on the part of the Trustees sought to be made liable.

9 Administrative Powers

The Trustees shall have all the powers of administration of a beneficial owner including, without prejudice to the foregoing:

- 9.1 power (without prejudice to the jurisdiction of the courts of the Cayman Islands) to decide what assets or monies or part of an investment represent income and what represent capital;
- 9.2 power (where a Trustee is a company or corporation) in the discharge of its duties as such Trustee and in the exercise of all discretionary or other powers hereunder to act by its directors or other managing body;
- 9.3 power to employ attorneys-at-law, accountants, bankers, brokers, or other advisors or agents to advise them or transact any business required to be done in the execution of the trusts hereof (including the receipt and payment of money);
- 9.4 power to pay and discharge out of the Trust Fund all and any expenses (of whatever nature) properly incurred in the performance of their duties; and

9.5 power from time to time to invest, hold or allow to remain in the name of any one or more of the Trustees, or of any other person or partnership, as nominee of the Trustees any assets comprised in the Trust Fund on such terms and conditions as the Trustees think fit.

10 Delegation

Every delegation of any of their powers made by the Trustees pursuant to any power contained in this Deed shall be made subject to the condition that the person or persons exercising such delegated powers shall report each exercise thereof to the Trustees as and when so required by the Trustees.

11 Bank Accounts

The Trustees may from time to time open and maintain in the name of the Trust a banking account or banking accounts at such bank or banks as the Trustees shall decide and may at any time pay or cause to be paid any monies forming part of the Trust Fund to the credit of any such account or accounts or cause the same to be placed on deposit with any bank or banks.

12 Trustee Liability

In the professed execution of the trusts and powers hereof no Trustee shall be liable for any loss to the Trust Fund howsoever arising or for the negligence, wilful default or fraud of any agent employed by him or by any other Trustee or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing except the actual fraud or wilful default on the part of the Trustee who is sought to be made so liable. The Trustees may also rely on the accuracy of any copy of any agreement provided to them and to assume that any such agreement remains in full force and effect until such time as the Trustees receive specific written notice to the contrary.

13 Professional Charges

Any Trustee being an attorney-at-law, solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by himself or his firm in connection with the execution of the trusts hereof.

14 Trust Company Remuneration

Any Trustee that is a corporation (whether or not a trust corporation) shall (subject to the provisions of the Administration Agreement, if any is in force) be entitled to charge and deduct from the Trust Fund fees (to the extent such fees are not paid by the Administrator) for acting as Trustee as agreed in writing from time to time with the Notes Trustee or Obligations Trustee, failing which in accordance with its standard terms and conditions (failing which its usual terms of business) from time to time in force.

15 Majority Decision

All or any of the trusts and powers vested in or exercisable by the Trustees in relation to this Trust shall so long as there shall be not less than three Trustees hereof be capable of being performed or exercised by a majority of the Trustees for the time being and any action or decision of such majority shall be as valid and effectual as it would have been if done or made by all the Trustees for the time being, provided that the Trustees may only exercise any power to amend this Deed unanimously.

16 Change of Trustees

- 16.1 The Trustees shall have power by deed to retire as Trustees and to appoint a new or additional trustee or trustees whether within or without the Cayman Islands as Trustee or Trustees hereof and to declare that the trusts hereof shall be read and take effect according to the law of such country as may be set forth in such deed and upon such appointment being made the Trustees shall immediately stand possessed of the Trust Fund upon trust for the new trustee or trustees and shall transfer the same to the new trustee or trustees as soon as possible so that the Trust Fund shall continue to be held upon the trusts hereof but subject to and governed by the law of the country so designated 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 said country the courts of which shall become the forum for the administration of this Trust (but so that nonetheless the Trustees may in such deed declare that the trusts hereof shall continue to be read and take effect according to the laws of the Cayman Islands).
- 16.2 A corporation (whether or not the same shall be a trust corporation) may at any time be appointed to be a trustee or the sole trustee of this Trust.

17 Accounts and Disclosure of Information

- 17.1 Prior to the Termination Date, the Trustees shall keep proper books and records relating to the Trust, but shall not be obliged to produce any financial statements for the Trust.
- 17.2 Prior to the Termination Date, the Trustees shall not be obliged to provide any documentation or information to any Holders, holders of Obligations or Qualified Charities.
- 17.3 During the course of the administration of this Trust, the Trustees shall be entitled to make disclosures of information or documentation concerning this Trust and any beneficiaries hereunder to any persons if they shall bona fide consider the same to be requisite or desirable in the due administration of this Trust or in their own personal interests (whether or not to protect them from potential liability or penalty).

18 Non-Revocation and Power of Amendment

This Trust shall be irrevocable but shall, by deed, be capable of amendment by the Trustees in their absolute discretion in any respect except in relation to the beneficiaries and the dispositive provisions provided that prior written notice is provided to the Holders, each Notes Trustee or Obligations Trustee and (if any Portfolio Notes outstanding are rated by a Rating Agency) Rating Agency's.

19 Severance

To the extent that any trust, power, clause, paragraph, phrase or other provision of this Deed shall be void, unlawful, illegal or otherwise incapable of taking full legal effect in the manner drafted, this Trust shall take effect as if the maximum possible amount of the contents of this Deed had been retained and the minimum possible amount of such offending provision had been deleted so as to render this Deed capable of taking full legal effect.

20 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Cayman Islands.

In witness whereof the Original Trustee has executed and delivered this Amended and Restated Declaration of Trust as a deed on the day and year first before written.

EXECUTED and **DELIVERED** as a **DEED** by)
duly authorised for and on behalf of)
MaplesFS Limited)

Authorised Signatory

in the presence of:)
)
)
_____)
Witness)
Name:)

This **Amended and Restated** Declaration of Trust is made on this [] day of ~~February 2021~~ 2022 by **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Original Trustee**").

Whereas:

(A) The Original Trustee has declared trusts of some or all of the property defined below as the "Trust Fund" pursuant to a declaration of trust dated 25 February 2021 (as amended and/or restated from time to time, the "Declaration of Trust").

(B) The Original Trustee wishes to amend and restate the Declaration of Trust pursuant to Clause 18 thereof in the form and on the terms set out in this Deed.

~~(A)~~(C) The Original Trustee wishes to declare the following trusts of the property defined below as the "**Trust Fund**", which is or will be beneficially owned by it and is or will be held by it or its nominees to its order.

~~(B)~~(D) Further assets may hereafter be paid or transferred to the Trustees.

Now This Deed Witnesseth that the Declaration of Trust is hereby amended and restated in its entirety by the terms of this Amended and Restated Declaration of Trust as follows:

1 Definitions

1.1 In this Deed the following expressions shall have the following meanings where the context so admits or requires:

"Administration Agreement" means the administration agreement ~~expected to be entered into on or about~~ dated 25 February 2021 as amended by the date amended and restated administration agreement dated [] (as may be further amended from time to time) hereof between the Administrator and the SPC;

"Administrator" means MaplesFS Limited;

"Applicable Trust Deed" means the trust deed, indenture or other instrument between the SPC for the account of the relevant Segregated Portfolio and the Notes Trustee; or any Trust Deed entered into in respect of any Obligations;

"Excluded Person" means any person who has directly or indirectly contributed money or assets to this Trust;

"Foundation" means Maples Foundation, a body corporate formed under the laws of the Cayman Islands;

"Holders" means the holders for the time being of Portfolio Notes;

"Notes Trustee" means the trustee specified in the Applicable Trust Deed;

<u>"Obligations"</u>	<u>shall have the meaning given to it in the master definitions dated 31 March 2021 relating to the programme of the SPC;</u>
<u>"Obligations Trustee"</u>	<u>means a trustee of the Obligations specified in an Applicable Trust Deed;</u>
"outstanding"	means any payment obligation (whether of income or capital) under the Portfolio Notes which has not yet been discharged (whether by performance or otherwise including, without limitation, extinguishment of the debt or that no debt is deemed to be owed in accordance with the relevant limited recourse provisions of the Applicable Trust Deed, if any);
"Portfolio Notes"	means such notes, bonds and debt securities as the SPC for the account of a Segregated Portfolio may issue from to time;
"Qualified Charity"	means: the Foundation (for as long as it exists and is capable of benefiting hereunder); or any body corporate (having separate legal personality) formed in any part of the world and carrying out on a not-for-profit-basis purposes or objects which are charitable under the laws of the jurisdiction of its incorporation or which the Trustees (in their absolute discretion) consider to be predominantly philanthropic, benevolent or for the public good; or any body, organisation, trust, association, purpose or object in any part of the world which under the laws of the Cayman Islands shall be recognised as charitable; provided that no Excluded Person shall be capable of becoming a Qualified Charity other than as a trustee for charitable purposes
"Rating Agency"	means a rating agency that is providing a rating in respect of any Portfolio Notes at the relevant time;
"Segregated Portfolio"	means a segregated portfolio of the SPC created in order to segregate the assets and liabilities of the SPC held in respect of a series of Portfolio Notes <u>or Obligations</u> within or on behalf of a Segregated Portfolio from the assets and liabilities of the SPC held in respect of any other series of Portfolio Notes <u>or Obligations</u> within or on behalf of any other Segregated Portfolio or the general assets and liabilities of the SPC;
"Shares"	means all and any ordinary shares in the SPC;
"SPC"	means Platinum Securities Cayman SPC Limited;
"Termination Date"	means the termination of the period commencing on the date

hereof and ending one hundred and forty-nine years from such date or, if there are no Portfolio Notes or Obligations outstanding and the directors of the SPC have confirmed that the SPC and each Segregated Portfolio has ceased to carry on business, such earlier date as the Trustees may determine;

"Trust" means the trust hereby ~~established~~ amended and restated;

"Trust Fund" means:

all of the Shares which at the date hereof are beneficially owned by the Original Trustee or any rights to the issue of any Shares allotted to the Trustees;

any other Shares subsequently registered in the name of the Trustees or any nominee therefor;

all investments property or cash hereafter acquired by or transferred to the Trustees to be held on the trusts hereof;

all income which may in accordance with the provisions of this Deed be accumulated; and

the investments and property from time to time representing such investments property or cash and such accumulations or any part or parts thereof;

"Trustees" means the Original Trustee or the other trustees or trustee for the time being hereof;

"United States" and "US" means the United States of America, its territories and possessions and all areas subject to its jurisdiction; and

"U.S. Person" means a citizen or resident of the United States or a U.S. domestic corporation or partnership or any person or entity otherwise subject to U.S. federal income taxation on a net basis.

1.2 No person shall be found to have committed actual fraud or wilful default under this Deed unless or until a court of competent jurisdiction shall have made a finding to that effect.

2 Accumulation Trust

Subject to and pending any and every exercise of the powers contained in Clause 3 below, the Trustees shall until the Termination Date hold the Trust Fund upon trust to accumulate the income thereof as an addition to the Trust Fund.

3 Powers of Appointment and Distribution

Until the Termination Date the Trustees shall have the following powers exercisable from time to time:

3.1 power to appoint by deed or deeds revocable or irrevocable that the whole or any part or parts of the Trust Fund and the income thereof shall thenceforth be held upon such trusts for the benefit

of such one or more Qualified Charities at such times and in such shares as the Trustees shall think fit;

- 3.2 power to pay, transfer or apply the whole or any part or parts of the capital of the Trust Fund to or for the benefit in any manner of such one or more Qualified Charities as the Trustees shall think fit;
- 3.3 power by deed or deeds to extinguish (or restrict the future exercise of) either or both of the foregoing powers or any other power or powers conferred on the Trustees by this Deed; and
- 3.4 subject to and pending any and every exercise of the powers contained in Clauses 3.1, 3.2 and 3.3, the Trustees may pay or apply the whole or such part or parts of the income of the Trust Fund (if any) as the Trustees shall from time to time think fit to or for the benefit of all such one or more Qualified Charities.

4 Concerning the Shares and the SPC

Subject to any and every exercise of the powers contained in Clauses 3.1, 3.2 and 3.3 above and for as long as there shall be any Portfolio Notes or Obligations outstanding, the Trustees:

- 4.1 may not dispose of or otherwise deal with any of the Shares;
- 4.2 may not propose or pass any resolution to wind up the SPC unless there are no Portfolio Notes or Obligations outstanding and the directors of the SPC have confirmed that the SPC and each Segregated Portfolio has ceased to carry on business;
- 4.3 may not make an application for a receivership order in respect of a Segregated Portfolio unless the Trustees consider that such resolution is in the best interests of the Holders of that Segregated Portfolio or the holders of Obligations of that Segregated Portfolio or the Trustees have been directed in writing to do so by the Notes Trustee or the Obligations Trustee of that Segregated Portfolio (having first been indemnified by such Holders or Notes Trustee or holders of the Obligations or such other relevant party to the Trustees' own satisfaction in respect of all liabilities which they may incur in so doing);
- 4.4 if any Portfolio Notes outstanding are rated by a Rating Agency may not propose or pass a resolution to amend the memorandum and articles of association of the SPC, unless prior written notice is given to each Rating Agency;
- 4.5 may not interfere in the affairs of the SPC; and
- 4.6 may in their discretion without assigning any reason therefor, exercise their voting rights with respect to the Shares to remove or appoint any director for the time being of the SPC and to exercise their rights in their capacity as administrator under the Administration Agreement.

5 Ultimate Trusts

On and from the Termination Date the Trustees shall hold the Trust Fund as to capital and income upon trust as follows:

- 5.1 the Trustees shall have power at any time before the expiration of the period of twelve months from the Termination Date in their absolute discretion to appoint, revocably or irrevocably, the whole or any part of the Trust Fund to or for the benefit of such Qualified Charity or Qualified

Charities in such amounts or proportions as they may from time to time decide, provided that any such revocable appointment shall (to the extent not previously revoked) become irrevocable at the expiration of such period; and

- 5.2 subject thereto and in default of such appointment upon trust for the Foundation (if it still exists and is capable of benefiting hereunder) and subject thereto for such exclusively charitable purposes as the Trustees shall decide.

6 Trusteeship Non-Exclusive

Nothing in this Deed shall prevent the Trustees or any of them from acting as trustees of any other trusts and retaining any profit or benefit derived therefrom. Nor shall any Trustee be liable to account for any profits derived from acting as administrator under the Administration Agreement or in any other capacity.

7 Receipt

Any capital or income resolved by the Trustees to be paid to any body or organisation in exercise of their powers or trusts aforesaid may be paid to the person who is or purports to be the Treasurer or other duly authorised officer of such body or organisation whose receipt shall be a full and sufficient discharge to the Trustees.

8 Investment Powers

Subject and without prejudice to Clause 4 above, trust monies, if any, requiring investment under the trusts hereof may at the discretion of the Trustees be invested in the purchase of or subscription for or at interest upon the security of such stocks, funds, shares, securities or other investments or property of whatsoever nature and wheresoever situate as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments of trust monies in all respects as if they were absolute beneficial owners thereof and in addition (but without prejudice to the generality of the foregoing) the Trustees may invest or keep invested the whole or any part or parts of the Trust Fund in the shares of any company without the need for diversification and without being responsible for any loss occasioned thereby otherwise than by reason of actual fraud or wilful default on the part of the Trustees sought to be made liable.

9 Administrative Powers

The Trustees shall have all the powers of administration of a beneficial owner including, without prejudice to the foregoing:

- 9.1 power (without prejudice to the jurisdiction of the courts of the Cayman Islands) to decide what assets or monies or part of an investment represent income and what represent capital;
- 9.2 power (where a Trustee is a company or corporation) in the discharge of its duties as such Trustee and in the exercise of all discretionary or other powers hereunder to act by its directors or other managing body;
- 9.3 power to employ attorneys-at-law, accountants, bankers, brokers, or other advisors or agents to advise them or transact any business required to be done in the execution of the trusts hereof (including the receipt and payment of money);

- 9.4 power to pay and discharge out of the Trust Fund all and any expenses (of whatever nature) properly incurred in the performance of their duties; and
- 9.5 power from time to time to invest, hold or allow to remain in the name of any one or more of the Trustees, or of any other person or partnership, as nominee of the Trustees any assets comprised in the Trust Fund on such terms and conditions as the Trustees think fit.

10 Delegation

Every delegation of any of their powers made by the Trustees pursuant to any power contained in this Deed shall be made subject to the condition that the person or persons exercising such delegated powers shall report each exercise thereof to the Trustees as and when so required by the Trustees.

11 Bank Accounts

The Trustees may from time to time open and maintain in the name of the Trust a banking account or banking accounts at such bank or banks as the Trustees shall decide and may at any time pay or cause to be paid any monies forming part of the Trust Fund to the credit of any such account or accounts or cause the same to be placed on deposit with any bank or banks.

12 Trustee Liability

In the professed execution of the trusts and powers hereof no Trustee shall be liable for any loss to the Trust Fund howsoever arising or for the negligence, wilful default or fraud of any agent employed by him or by any other Trustee or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing except the actual fraud or wilful default on the part of the Trustee who is sought to be made so liable. The Trustees may also rely on the accuracy of any copy of any agreement provided to them and to assume that any such agreement remains in full force and effect until such time as the Trustees receive specific written notice to the contrary.

13 Professional Charges

Any Trustee being an attorney-at-law, solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by himself or his firm in connection with the execution of the trusts hereof.

14 Trust Company Remuneration

Any Trustee that is a corporation (whether or not a trust corporation) shall (subject to the provisions of the Administration Agreement, if any is in force) be entitled to charge and deduct from the Trust Fund fees (to the extent such fees are not paid by the Administrator) for acting as Trustee as agreed in writing from time to time with the Notes Trustee or Obligations Trustee, failing which in accordance with its standard terms and conditions (failing which its usual terms of business) from time to time in force.

15 Majority Decision

All or any of the trusts and powers vested in or exercisable by the Trustees in relation to this Trust shall so long as there shall be not less than three Trustees hereof be capable of being performed or exercised by a majority of the Trustees for the time being and any action or decision of such majority shall be as valid and effectual as it would have been if done or made by all the Trustees

for the time being, provided that the Trustees may only exercise any power to amend this Deed unanimously.

16 Change of Trustees

- 16.1 The Trustees shall have power by deed to retire as Trustees and to appoint a new or additional trustee or trustees whether within or without the Cayman Islands as Trustee or Trustees hereof and to declare that the trusts hereof shall be read and take effect according to the law of such country as may be set forth in such deed and upon such appointment being made the Trustees shall immediately stand possessed of the Trust Fund upon trust for the new trustee or trustees and shall transfer the same to the new trustee or trustees as soon as possible so that the Trust Fund shall continue to be held upon the trusts hereof but subject to and governed by the law of the country so designated 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 said country the courts of which shall become the forum for the administration of this Trust (but so that nonetheless the Trustees may in such deed declare that the trusts hereof shall continue to be read and take effect according to the laws of the Cayman Islands).
- 16.2 A corporation (whether or not the same shall be a trust corporation) may at any time be appointed to be a trustee or the sole trustee of this Trust.

17 Accounts and Disclosure of Information

- 17.1 Prior to the Termination Date, the Trustees shall keep proper books and records relating to the Trust, but shall not be obliged to produce any financial statements for the Trust.
- 17.2 Prior to the Termination Date, the Trustees shall not be obliged to provide any documentation or information to any Holders, holders of Obligations or Qualified Charities.
- 17.3 During the course of the administration of this Trust, the Trustees shall be entitled to make disclosures of information or documentation concerning this Trust and any beneficiaries hereunder to any persons if they shall bona fide consider the same to be requisite or desirable in the due administration of this Trust or in their own personal interests (whether or not to protect them from potential liability or penalty).

18 Non-Revocation and Power of Amendment

This Trust shall be irrevocable but shall, by deed, be capable of amendment by the Trustees in their absolute discretion in any respect except in relation to the beneficiaries and the dispositive provisions provided that prior written notice is provided to the Holders, each Notes Trustee or Obligations Trustee and (if any Portfolio Notes outstanding are rated by a Rating Agency) Rating Agency's.

19 Severance

To the extent that any trust, power, clause, paragraph, phrase or other provision of this Deed shall be void, unlawful, illegal or otherwise incapable of taking full legal effect in the manner drafted, this Trust shall take effect as if the maximum possible amount of the contents of this Deed had been retained and the minimum possible amount of such offending provision had been deleted so as to render this Deed capable of taking full legal effect.

20 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Cayman Islands.

| **In witness whereof** the Original Trustee has executed and delivered this Amended and Restated Declaration of Trust as a deed on the day and year first before written.

EXECUTED and **DELIVERED** as a **DEED** by)
duly authorised for and on behalf of)
MaplesFS Limited)

Authorised Signatory

in the presence of:)
)
_____)
Witness)
Name:)