

**Dated 17th of July, 2011**

**SHEIKH KHALIFA BIN ZAYED BIN SULTAN AL NAHYAN**

**- and -**

**MOSSACK FONSECA & CO. (BVI) LTD.**

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**DECLARATION OF TRUST  
WEST END GREEN LIMITED**

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**The Parties:**

1. Sheikh Khalifa Bin Zayed Bin Sultan Al Nahyan of Sheikh Khalifa's Palace, Abu Dhabi, U.A.E. (the "Owner").
2. Mossack Fonseca & Co. (BVI) Ltd. a company incorporated in the British Virgin Islands and having its registered office at Akara Buildings, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "Trustee").

**The Company:**

**WEST END GREEN LIMITED** a company incorporated in the British Virgin Islands and having its registered office at Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "Company").

**The Shares:**

Certificate Number 4 for Fifty Thousand (50,000) shares with no par value registered in the name of the Trustee in the books of the Company (the "Shares").

**BY THIS INSTRUMENT** made on the above date of execution and incorporating the above definitions.

1. **The Trustee:**

- 1.1 Declares that it holds the Shares as Trustee for the Owner.
- 1.2 Authorises the Owner as its attorney to execute and deliver any transfer of any Share(s) and in particular to complete the blank transfer annexed hereto by entering the name of any transferee (and causing the said transferee to execute and deliver the same) or in its name to transfer or dispose of any Share(s) in any manner which may be permitted by the Articles of Association of the company and by statute.
- 1.3 Covenants that the provisions of this Declaration of Trust shall apply to any further shares that the Trustee shall acquire by any title whatsoever in the Company and, in the eventuality of further shares in the Company being issued to any person, the Trustee shall ensure that such other persons shall give their prior agreement to the said shares being immediately held in trust, in accordance with this Declaration of Trust.
- 1.4 Covenants that it will not consent to the issue or transfer of further shares in the Company without the prior approval in writing of the Owner and any such permission shall be without prejudice to, or waiver of, the Owner's rights pursuant to this Declaration of Trust.
- 1.5 Shall do all acts and things and shall promptly execute all documents necessary or requisite for the due performance of its obligations under clause 1.2 above and all matters ancillary or incidental to the foregoing.
- 1.6 Undertakes pending any transfer duly made in accordance with the foregoing clause to hold the Shares in trust for the Owner absolutely.

- 1.7 Undertakes at any meeting of the Company to vote in accordance with the instructions of the Owner.
- 1.8 Undertakes at any time and from time to time to instruct the Company to pay any dividend on the Shares to such person as the Owner may direct.
- 1.9 Declares that this Declaration of Trust shall be binding on its administrators and permitted assigns.

2. **Jurisdiction**

- 2.1 This trust hereby declared and the rights and duties of the parties thereunder shall be governed by and shall be construed in accordance with British Virgin Islands law.
- 2.2 The Parties agree that the courts of British Virgin Islands have exclusive jurisdiction to settle any dispute arising from or connected with this trust hereby declared and the rights and duties of the parties thereunder and that, accordingly, any suit, action or proceedings (hereinafter referred to as "proceedings") arising out of, or in connection with this trust hereby declared may be brought in such courts.

3. **Termination**

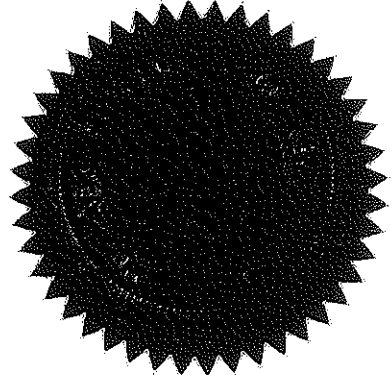
- 3.1 The Parties agree that this trust shall terminate following any transfer pursuant to clause 1.2 taking effect.
- 3.2 The Owner shall notify the Trustee once he has executed the above-mentioned share transfer form in order to deliver any Share(s) to any transferee.

AS WITNESS the hands of the parties hereto on the date and year first above written

SIGNED by *Maria Gonzalez Siburu*  
Maria Gonzalez Siburu  
Director  
For and on behalf of **MOSSACK FONSECA & CO. (BVI) LTD.**

SIGNED by .....  
*Sara Montenegro*  
Sara Montenegro  
Director  
For and on behalf of **MOSSACK FONSECA & CO. (BVI) LTD.**

The Common Seal of **MOSSACK FONSECA & CO. (BVI) LTD.** as Trustee  
was hereunto affixed in the presence of  
Carmen Wong )  
)  
)



*Carmen Wong*  
.....  
Carmen Wong

*[Handwritten signature]*

SIGNED by .....  
**SHEIKH KHALIFA BIN ZAYED BIN SULTAN AL NAHYAN**  
in the presence of:

Name:  
*MUBARAK SAAD AL ABU BARI*  
Address:  
*P.O. Box 372 ABU DHABI*  
*U.A.E*  
Occupation:  
*CHAIRMAN - D.O.P.A*

*[Handwritten signature]*

**WEST END GREEN LIMITED**

**BVI Company Number: 1058716**

I, the undersigned, **Sheikh Khalifa Bin Zayed Bin Sultan Al Nahyan**, hereby assign, transfer and convey unto \_\_\_\_\_ of \_\_\_\_\_ all my right, title and interest in and to certificate number 4, being FIFTY THOUSAND (50,000) Shares of stock in **WEST END GREEN LIMITED**, a company incorporated in the British Virgin Islands whose address is Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This transfer is made on the same conditions as those upon which the shares are held presently.

\_\_\_\_\_  
**Sheikh Khalifa Bin Zayed Bin Sultan Al Nahyan**  
As attorney-in-fact for  
Mossack Fonseca & Co. (BVI) Limited

Accepted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Transferee]