

SCHEDULE I

REPUBLIC OF TRINIDAD AND TOBAGO

DEED OF TRUST

THIS DEED OF TRUST is made this day of, 20.... among the **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO** (hereinafter called the “**Government**”) of the First Part, **CLICO INVESTMENT BANK LIMITED (in compulsory liquidation)**, a financial institution incorporated under the Laws of the Republic of Trinidad and Tobago having its principal offices at 1 Rust Street, Port of Spain, in the Republic of Trinidad and Tobago (hereinafter called “**CIB**”) of the Second Part, **COLONIAL LIFE INSURANCE COMPANY (TRINIDAD) LIMITED**, a Company duly registered under the Companies Act, Chap 81:01 of the Laws of the Republic of Trinidad and Tobago and having its registered office at 29, St. Vincent Street in the City of Port-of-Spain, in the Republic of Trinidad and Tobago (hereinafter called “**CLICO**”) of the Third Part, and
..... of
Name of Declarant/Eligible Payee(s)
.....
Address
(hereinafter called the “**Eligible Payee**”) of the Fourth Part.

The **Government**, **CLICO**, **CIB** and the **Eligible Payee** may be individually referred to as “**Party**” or together as “**Parties**”.

WHEREAS:-

1. The **Eligible Payee** invested in the **CSI 6** issued by **CIB** and is the holder of a **Certificate** described in the Schedule hereto and is currently entitled or will be entitled to receive payment of the **Investment Fund Balance** therein stated from **CIB** and/or from **CLICO**, either as Manager and/or as guarantor of a minimum interest rate.
2. The **Eligible Payee** has been determined to be eligible for payment by the **Government** in respect of his investment in the **CSI 6** and/or the **CLICO Guarantee** in the sum of Seventy-Five Thousand Dollars (**\$75,000.00**) or less, and the **Government** has agreed to pay such monies to the **Eligible Payee** by way of purchase price upon the **Eligible Payee’s** agreement to hold all his benefits, rights, title, estates and interests under and in respect of the **CSI 6**, the **CSI 6 Mutual Fund Assets** and the **CLICO Guarantee** on trust for the **Government**.

NOW THIS DEED WITNESSETH:-

(1) In Consideration of \$..... now paid to the **Eligible Payee** by the **Government**
Investment Fund Balance
(the receipt of which sum the **Eligible Payee** acknowledges), the **Eligible Payee** hereby declares that he holds and shall hold all his benefits, rights, title, estates and interests under and in respect of the **CSI 6**, the **CSI 6 Mutual Fund Assets** and **CLICO Guarantee** upon trust for the use and benefit of the **Government** and shall exercise all his rights thereunder only as directed by the **Government**.

- (2) The **Eligible Payee HEREBY WARRANTS** that he is a **Third-Party** for the purposes of the Agreement entered into between the **Government, CLICO and CIB** on the day of, 20.... and has executed a Statutory Declaration to that effect.
- (3) **CIB and CLICO** hereby **ACKNOWLEDGE, AGREE and CONFIRM** such Deed of Trust for the use and benefit of the **Government** of all the Eligible Payee's benefits, rights, title, estates and interests in respect of any and all sums payable at the date hereof or at any future date hereunder or in respect of **the CSI 6, the CSI 6 Mutual Fund Assets** and the **CLICO Guarantee**, where applicable.
- (4) **CIB and CLICO HEREBY AGREE and CONFIRM** the right of the **Government** to bring and enforce in the name of the **Eligible Payee** any action or claim against **CIB and CLICO** arising in, under and in respect of the **CSI 6, the CSI 6 Mutual Fund Assets** or the **CLICO Guarantee**.
- (5) Without prejudice to the right of the **Government** to bring in the name of the **Eligible Payee** any action or claim against **CIB and/or CLICO** in respect of the **CSI 6, the CSI 6 Mutual Fund Assets** and the **CLICO Guarantee**, where applicable, pursuant to this Deed of Trust, the **Eligible Payee** shall effectively discontinue and shall not institute any action against **CIB and/or CLICO and/or the Government and/or the Central Bank** arising under or in respect of the **CSI 6, the CSI 6 Mutual Fund Assets** and the **CLICO Guarantee**, where applicable save to the extent that the **Government** shall otherwise require.
- (6) The **Eligible Payee and/or CLICO and/or CIB** shall, from time to time hereafter at the request of the **Government** and without further consideration, do all such further acts and execute and deliver all such further Deeds or other documents as the **Government** shall deem necessary to give full effect to the provisions hereof. This Agreement shall enure to the benefit of and be binding upon the **Parties** hereto and their respective liquidators, administrators, judicial managers, trustees, receivers, successors and assigns.
- (7) The **Eligible Payee HEREBY WARRANTS** that he is the owner of an investment in the **CSI 6** and that no part of his benefits, rights, title, estates and interests in respect of the **CSI 6** has been previously assigned or pledged or placed in trust and that all information concerning his investment in the **CSI 6** furnished to the **Government** by the **Eligible Payee and/or CLICO and/or CIB** acting on behalf of the **Eligible Payee** prior to the said Agreement is true and correct.

IN WITNESS WHEREOF the **Parties** have hereunto set their hands and seals the day and year hereinabove mentioned.

SCHEDULE

Investment Fund Balance:

Account No. Affixed to Certificate:

Name of registered holder:.....

Name of Product:

SIGNED AND DELIVERED by)
an officer of the Ministry of Finance duly authorised by the)
Cabinet to sign for and on behalf of the Government of the)
Republic of Trinidad and Tobago, as and for her/his act and)
deed in the presence of:)

The duly authorized representative of **Colonial Life**)
Insurance Company (Trinidad) Limited (CLICO))
.....)
(Name in Block letters)

have affixed their signatures hereto pursuant to the)
Power of Attorney issued under the authority of the Board of)
Directors of **CLICO** in accordance with its Bye Laws in the)
presence of:)

An agent duly authorized by the Liquidator of)
Clico Investment Bank Limited (in compulsory liquidation))
to sign for and behalf of the Liquidator as)
and for her/his act and deed in the presence of:)

SIGNED AND DELIVERED by.....)
(Name of Eligible Payee)

as and for his act and deed in the presence of:)