

CHAPTER 130F
GRENADA NATIONAL STADIUM (DEVELOPMENT AND
FINANCING) ACT

• Act • Subsidiary Legislation •

ACT

Act No. 8 of 1997

ARRANGEMENT OF SECTIONS

1.	Short title.
2.	Approval of agreements deeds, etc.
3.	Effect of executed agreements.
4.	Exemption from taxes, etc.
5.	Charge on the Consolidated Fund.
6.	Laying.
First Schedule	Stadium Plan
Second Schedule	Loan Amount
Third Schedule	Stadium Land Area
Fourth Schedule	Deed of Conveyance

CHAPTER 130F
GRENADA NATIONAL STADIUM (DEVELOPMENT
AND FINANCING) ACT

An Act to make provision for the development and financing of the Grenada National Stadium Complex, and for matters connected therewith.

[Act No. 8 of 1997.]

[12th May, 1997.]

1. Short title

This Act may be cited as the Grenada National Stadium (Development and Financing) Act.

2. Approval of agreements deeds, etc.

(1) For the purpose of the development and financing of the Grenada National Stadium Complex, as proposed in the First Schedule, approval is hereby given to the various agreements, deeds and other documents to be executed by the parties as contained in the Second, Third and Fourth Schedules, as appropriate.

(2) The Minister of Finance in his or her capacities as a corporation sole and as Minister of Finance shall do all such things as may be necessary for the development and financing of the Grenada National Stadium Complex.

(3) For the purposes of this section and section 4, “parties” means the National Stadium Project (Grenada) Corporation, I.C.S. (Grenada) Limited, CLICO Investment Bank, Minister of Finance as a corporation sole and the Minister of Finance representing the Government of Grenada.

3. Effect of executed agreements

The Facility Agreement, as contained in the Second Schedule, the Development Agreement, as contained in the Third Schedule, the Re-conveyance Agreement, as contained in the Fourth Schedule, and any other agreement with respect to the Grenada National Stadium Complex shall, when executed, have the force and effect of law in Grenada.

4. Exemption from taxes, etc.

(1) Notwithstanding anything contained in any other enactment, the Minister of Finance may, for the purpose of the development of the Grenada National Stadium Complex, by order, grant exemptions from taxes, duties and other like payments to any party mentioned in section 2(3).

(2) Notwithstanding anything contained in the Aliens (Land-Holding Regulation) Act, Chapter 13, the Minister may, by order, exempt any party mentioned in section 2(3) from any requirement under that Act.

(3) An order under subsection (1) or (2) shall be subject to negative resolution.

5. Charge on the Consolidated Fund

All monies payable by the Government of Grenada pursuant to the lease between the National Stadium Project (Grenada) Corporation and the Government of Grenada in respect of the Grenada National Stadium Complex shall be a Charge on the Consolidated Fund.

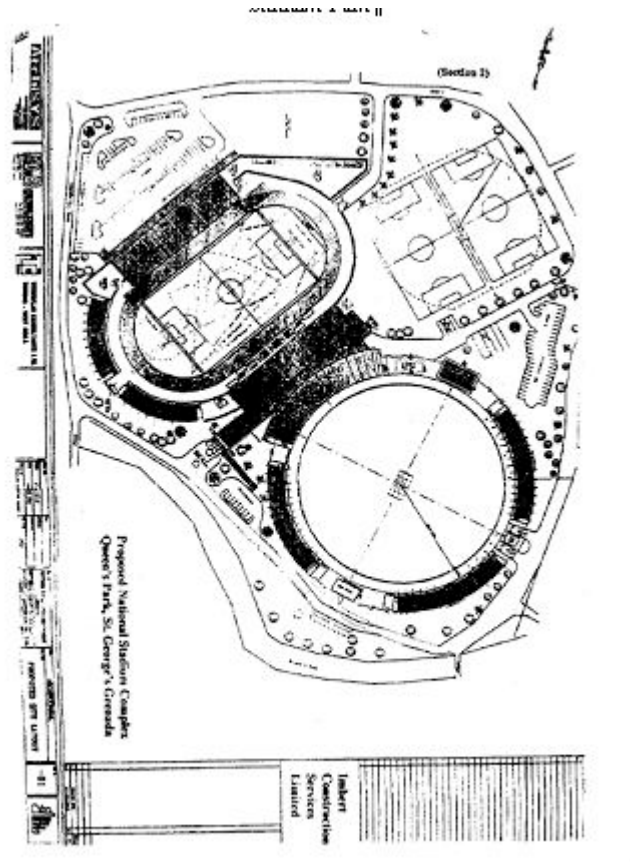
6. Laying

The agreements mentioned in or completed by, sections 2 and 3 shall be laid in Parliament within thirty days after execution.

First Schedule

GRENADA NATIONAL STADIUM (DEVELOPMENT AND FINANCING) ACT

Stadium Plan



Second Schedule

GRENADA NATIONAL STADIUM (DEVELOPMENT AND FINANCING) ACT

Loan Amount

TRINIDAD

[Section 2.]

This Agreement was prepared by me,
 Attorneys at Law
 Wilkinson, Wilkinson & Wilkinson
 Lucas Street,
 St. Georges,
 Grenada

This facility agreement is made this day of in the Year of Our Lord One Thousand Nine Hundred and Ninety- seven Between the NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a Company duly incorporated under the Companies Act, 1994, of Grenada with its Registered Office at 6, Camerhogue Church Street, St. Georges Grenada (hereinafter called “the Company”) of the One Part and CLICO INVESTMENT BANK LIMITED a Company incorporated under the Companies Ordinance Chapter 31 No. 1 and having its Registered Office at No. 1 Rust Street in the City of Port of Spain in the Republic of Trinidad and Tobago (hereinafter called “the Trustee”) of the Other Part.

Whereas the Trustee has agreed to arrange a Bond issue on behalf of the Company the proceeds of which are to be used to construct a sporting complex at Queens Park, St. Georges in the Island of Grenada upon and subject to the terms and conditions of this Agreement.

Now it is hereby agreed as follows—

1. DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires the following terms and expressions (such terms and expressions to be equally applicable to the singular and plural form thereof) shall have the under-mentioned meaning—
- 1.1.1 “Advance” and “Advances” means the advance of the Facility or part thereof pursuant to clause 2.1;
 - 1.1.2 “Agreement” means this Agreement and the Schedule;
 - 1.1.3 “Builder” means N.H. International Limited and Emile Elias and Company Limited;
 - 1.1.4 “Business Day” means a day on which banks are opened in Grenada for all banking business;
 - 1.1.5 “Contract” means the fixed price Contract for the construction of the Project to be entered into between the Company and the Developer;
 - 1.1.6 “Completion Certificate” means with respect to the Project a certificate issued by the relevant Authority stating that the whole Project has been completed;
 - 1.1.7 “Development Agreement” means the Development Agreement dated the day of 1997 and made between the Government, the Developer, the Company and the Trustee;
 - 1.1.8 “Dollar” and “US\$” means the lawful currency at any relevant time of the United States of America;
 - 1.1.9 “Event of Default” means any of the events specified in clause 9;
 - 1.1.10 “Facility” means the facility of Twenty-three Million Dollars as described in clause 2.1;
 - 1.1.11 “Floating Rate Bonds” mean floating rate bonds to be issued by the Company pursuant to clause 5.2;
 - 1.1.12 “Floating Interest Rate” means interest at the rate specified in Condition 5.03 of the Trust Deed;
 - 1.1.13 “Government” means the Government of Grenada;
 - 1.1.14 “Interest Accrual Date” means the date following six calendar months after the date of the first Advance and thereafter each date which falls six calendar months after the immediately preceding Interest Accrual Date save that if an Interest Accrual Date would otherwise fall on a day which is not a Business Day the Interest Accrual Date in question shall be the immediately preceding day which is a Business Day without however such change affecting the determination of the next and subsequent Interest Accrual Date;
 - 1.1.15 “Interest Period” means from and including the date of the first Advance up to but excluding the first Interest Accrual Date and thereafter the period from and including one Interest Accrual Date up to but excluding the next Interest Accrual Date;

- 1.1.16 “Interim Bonds” mean the Interim Bonds issued by the Company to the Trustee pursuant to clause 5.1 substantially in the form set out in Annex 1;
- 1.1.17 “Lands” means the lands on which the Project is to be constructed at Queen’s Park, St. Georges, Grenada comprising 29.43 acres including the buildings and improvements thereon whether permanently attached to the lands or in the course of erection;
- 1.1.18 “Lease” means the proposed lease between the Company and the Government for the rental of the Stadium;
- 1.1.19 “Memorandum of Understanding” means the Memorandum of Understanding dated the day of 1997 and made between the Government, the Developer and the Trustee;
- 1.1.20 “Mortgage” means the proposed collateral mortgage and collateral charge between the Company and the Trustee pursuant to clause 5.5;
- 1.1.21 “Paying Agency Agreement” means the Agreement dated the day of 1997, appointing the Paying Agent for the Bonds or any other agreement for the time being in force appointing the Paying Agent for the Bonds, or concerning his or her duties, the terms of which have been previously approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to the Bonds;
- 1.1.22 “Paying Agent” means the Trustee and such other or further paying agents as may from time to time be appointed by the Company with the prior approval of and upon terms previously approved by the Trustee;
- 1.1.23 “Project” means the design and construction of sporting facilities and other related facilities for the playing and carrying on *inter alia* of football, cricket, athletic and other related activities on the Lands pursuant to the Contract;
- 1.1.24 “Rate of Interest” means eleven per cent (11%) per annum;
- 1.1.25 “Stadium” means sporting complex to be erected on the Lands as a result of the Project;
- 1.1.26 “Taxes” mean all present and future taxes, levies, imposts, duties, charges, fees, deductions and withholdings imposed or required by any governmental, fiscal or other authority and “Tax” and “Taxation” shall be construed accordingly;
- 1.1.27 “The Developer” means I.C.S. Grenada Limited;
- 1.1.28 “Transaction Documents” means the Contract, the Development Agreement, the Memorandum of Understanding, the Mortgage, the Lease, the Trust Deed and this Agreement;
- 1.1.29 “Trust Deed” means the deed substantially in the form set out in Annex 2 with only such variations thereof as the Trustee may approve.
- 1.2 Any reference to provisions of any enactment shall be deemed to refer to the same as in force (including any amendment or re-enactment thereof) for the time being.
- 1.3 Unless the context otherwise requires, words denoting the singular number shall include the plural and *vice versa*.

- 1.4 The clause headings are for convenience only and shall in no way affect the construction hereof. References to Clauses and Schedules are references to Clauses hereof and Schedules hereto unless otherwise expressly stated.

2. FACILITY

- 2.1 Upon and subject to the terms and conditions of this Agreement and in reliance on the representations and warranties in clause 8 the Trustee agrees to make advances to or on behalf of the Company up to an aggregate maximum principal amount equal to the Facility as follows—
- (1) the sum of Four Million Six Hundred Thousand Dollars on the execution and delivery of this Agreement and all documents and other requirements required by the Trustee to perfect the security arrangements for the Facility and upon compliance with the Conditions precedent described in clause 4;
 - (2) the balance of Eighteen Million Four Hundred Thousand Dollars by equal quarterly advances the first of such Advances to be made three months after the initial advance of Four Million Six Hundred Thousand Dollars pursuant to (1) hereof.

3. PURPOSE AND UTILISATION OF FACILITY AND DISBURSEMENTS

- 3.1 The Facility shall be used solely for the purpose of the Project.
- 3.2 The Company shall arrange to make available to the Trustee all information required for the purpose of the examination and the evaluation of the Project and shall allow reasonable access to the Lands for the purpose of carrying out interim inspections.
- 3.3 The Trustee shall be entitled to appoint at the expense of the Company a Quantity Surveyor possessing the appropriate expertise and high standing to carry out an independent appraisal and to examine in detail the proposed specifications, bills of quantities, drawings and other terms and conditions of the proposed Contract, conducting such on site investigations as necessary and to prepare a report taking into account all relevant factors in order to ensure proper control of expenditure.
- 3.4 Disbursements by the Trustee on account of the Facility shall be made on the basis of proper invoices and/or documentary credits acceptable to the Trustee. Disbursements in respect of work done and materials supplied in respect of the construction of the Project shall be made on the basis of interim and other certificates of a Quantity Surveyor appointed for the purpose and approved by the Trustee. The costs of appointment of such Quantity Surveyor and the costs of preparation of such certificate by the Quantity Surveyor shall be the sole costs of the Company.

4. CONDITIONS PRECEDENT

- 4.1 No drawdown shall be made in respect of the Project—
- 4.1.1 where an Event of Default exists or other events which with the giving of notice or the lapse of time, or both would constitute an Event of Default.
- 4.2 the first drawdown pursuant to clause 2.1(1) shall not be made unless the following conditions precedent are fulfilled—
- (a) the Company produces to the Trustee evidence of insurance coverage adequate for every risk associated with the construction of the Project;
 - (b) the Company shall have entered into the Contract for a sum not exceeding US Twenty-three Million Dollars which Contract shall

contain a provision prohibiting any variations without the consent of the Trustee first had and obtained;

- (c) the Builder shall have established an irrevocable performance Bond with a Surety acceptable to the Trustee in a form approved by the Trustee with the Trustee's interest endorsed thereon as first loss payee for a sum of not less than Three Million One Hundred Thousand Dollars;
- (d) the Minister of Finance in his or her capacity as Corporation Sole shall with the consent of the Governor General have executed in favour of the Company a deed of assurance or other document valid and effective according to the laws of Grenada to convey the fee simple or freehold interest in the Lands to the Company;
- (e) the Company shall have entered into a binding and enforceable Lease with the Government;
- (f) the Company have obtained from the Government all necessary foreign exchange approvals permitting the remittance of payments due to the Trustee under the Trust Deed;
- (g) the Company has obtained from the Government all necessary approvals for the remittance in (f) above to be made free of withholding tax;
- (h) the Government shall have entered into the Development Agreement for the Project;
- (i) the Company shall have obtained from the Government exemption from Taxes on all equipment and machinery imported into Grenada for the Project and permission to export same as soon as practicable on completion;
- (j) the Trustee shall have obtained all necessary Alien's Landholding Licences for and other necessary consents, approvals and licences with respect to the security arrangements for the Facility;
- (k) the Company shall have obtained from the Government exemption from Stamp Duty payable on the Transaction Documents and the deed of assurance referred to in clause 4.2(d);
- (l) the Company shall have obtained from the Company's Attorneys at Law in Grenada a written legal opinion stating *inter alia* that—
 1. the Company is a corporation duly organised, validly existing and in good standing under the laws of Grenada and has the corporate power to enter into the Transaction Documents and to carry out the transactions contemplated thereby,
 2. the Transaction Documents to which the Company is a party have duly executed and delivered by the Company to the Trustee, and all corporate action required to be taken by the Company under the laws of Grenada to authorise the execution and delivery of the Transaction Documents to which the Company is a party and the transactions contemplated thereby, and to make the Transaction Documents to which the Company is a party valid and binding obligations of the Company, have been duly and validly taken. The Transaction Documents to which the Company is a party are valid and binding obligations of the

Company, enforceable in accordance with their respective terms,

3. all consents, approvals, authorisations, orders, acts, conditions and things required to be obtained, issued, done and performed by the Company as contemplated by the Transaction Documents have been obtained, issued, done and performed and have happened in due and direct compliance with all applicable laws;
- (m) the Attorney General of Grenada shall give a written opinion that—
- (i) the Development Agreement and the Lease are legal valid binding obligations of the Government,
 - (ii) all payments under the Lease including rentals by the Government are direct obligations of the Government and a charge on the Consolidated Fund,
 - (iii) all payments to be made under the Trust Deed are not subject to any actions in respect of Taxes,
 - (iv) all payments of foreign exchange to be remitted to external investors will be given any required approval,
 - (v) all consents approvals authorisations, orders, acts, conditions and things required to be obtained, issued, done and performed by the Lease the Government as contemplated by the Memorandum of Understanding and the Development Agreement have been obtained, issued, done and performed and have happened in due and direct compliance with all applicable laws.

5. INTERIM BONDS FLOATING RATE BONDS AND SECURITY

- 5.1 The Company agrees to issue on the date of each Advance pursuant to clause 2 and on each Interest Accrual Date applicable thereto temporary instruments in the form of Interim Bonds to the Trustee in an amount equal to Advances made as of that date and interest accrued thereon and capitalised interest in accordance with clause 6.3.
- 5.2 The Company shall on the first interest Accrual Date occurring next after the issue of the Completion Certificate issue to the Trustee in accordance with the clause next following permanent debt instruments in the nature of Floating Rate Bonds in the form to be prescribed by the First Schedule to the Trust Deed.
- 5.3 The Bonds to be issued pursuant to clauses 5.1 and 5.2 shall—
- (a) in the case of the Interim Bonds mature on the first Interest Accrual Date occurring next after the issue of the Completion Certificate;
 - (b) in the case of the Floating Rate Bonds shall have a maturity of fifteen years from the date of issue the principal value which shall be repayable by thirty equal semi-annual payments with effect from the sixth month after the date of issue of the Floating Rate Bonds;
 - (c) bear interest—
 - (i) in the case of the Interim Bonds at the Rate of Interest,
 - (ii) in the case of the Floating Rate Bonds at the rate stipulated in clause 6.

- 5.4 Immediately prior to the issue of the Floating Rate Bonds the Company shall execute a Trust Deed constituting the same in which the Trustee shall be appointed Trustee.
- 5.5 The Company agrees to execute contemporaneously with this Agreement—
- (i) a Collateral Deed of Mortgage in favour of the Trustee over the Lands, and
 - (ii) a Collateral Charge over the Performance Bond to be established in accordance with clause 4.1.4.

6. INTEREST

- 6.1 Each Advance shall bear interest at the Rate of Interest from and including the date of the Advance until Interim Bonds are issued in respect of such amount pursuant to clause 5.1 or in case no such Interim Bonds are issued until Floating Rate Bonds are issued pursuant to clause 5.2 in respect of such amount.
- 6.2 The Interim Bonds will bear interest at the Rate of Interest from their date of issue. Interest in respect of each Bond will accrue from day to day and ceases to accrue from the due date for repayment thereof.
- 6.3 Interest accruing on the Interim Bonds during any Interest Period on the principal amount shall as at each Interest Accrual Date be added to such principal amount and shall thereafter be treated as part of the principal amount outstanding on the Bonds and shall bear interest at the Rate of Interest until such time as the Floating Rate Bonds are issued.
- 6.4 The interest payable on the Floating Rate Bonds shall be the Floating Interest Rate.

7. PAYMENTS

- 7.1 All sums payable by the Company under the Trust Deed shall be paid in full without any set-off or counterclaim whatever or any deductions on account of any Taxes.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Company represents and warrants as follows—
- (1) The borrowing of the Facility and the execution and delivery of this agreement and the performance of the obligations hereunder are within the power and authority of the Company and have been duly sanctioned in accordance with its constitution.
 - (2) There exists no mortgage, charge, pledge, lien, encumbrance or security interest on the Land or the Lease and the payments thereunder.
 - (3) There is no litigation or proceedings in Grenada or elsewhere before any court, tribunal or arbitrator now in progress pending or threatened against the Company or any of its assets and there is not in existence or threatened or anticipated any dispute with any governmental organisational or municipal authority or any labour or other dispute of any kind known to the Company any or all of which might if determined adversely to the Company would have materially adverse effect on the Company's ability to perform its obligations under this Agreement.
 - (4) All consents approvals authorisations orders acts conditions and things required to be obtained issued done and performed and to have happened prior to the execution of the Development Agreement in order to constitute it a valid obligation of the

Company have been obtained issued done and performed and have happened in due and direct compliance with all applicable laws.

- (5) All consents, approvals, authorisations, orders, acts, conditions and thins required to be obtained issued done and performed for the conveyance or vesting of the Land in the Company have been obtained issued done and performed and have happened in due and direct compliance with all applicable laws.
- (6) The execution and delivery of the Development Agreement by the Government and the Company and the performance of their obligations thereunder and the execution delivery and performance of this Agreement by the Company will not cause them to be—
 - (a) in violation of any law, decree, rule, regulation, treaty, order, judgement, injunction, resolution, determination or award of any Court or any judicial, administrative or governmental authority or organisation now in effect and having applicability to the Government;
 - (b) in default under, or result in any breach of any of the terms, covenants, conditions and provisions of any indenture, debenture, mortgage, deed of trust, bonds, agreement or other instruments, arrangements or obligations to which it is a party or by which it or any of its properties or assets may be subject.
- (7) No Event of Default or any event which, with the giving of notice and/or lapse of time or otherwise, would constitute an Event of Default has occurred and is continuing unremedied, nor will any Event of Default or other event as aforesaid result from any borrowing hereunder.

9. TERMINATION IN CASE OF DEFAULT

9.1 The occurrence hereafter of any of the following events—

- 9.1.1 failure by the Government to comply with any obligation or undertaking contained in the Memorandum of Understanding, the Development Agreement or the Lease;
- 9.1.2 if any consent, licence, authority approval required to make the Development Agreement legal, valid, binding, enforceable and admissible in evidence or required to enable the Government to perform its obligations thereunder is withdrawn or ceases to be in full force and effect;
- 9.1.3 if any representation, warranty or statement made by or in relation to the Company in this Agreement is incorrect in any material respect as at the date on which it is made or thereafter;
- 9.1.4 if any representation or warranty made by or in relation to the Government in the Memorandum of Understanding or the Development Agreement or in this Agreement is incorrect in any material respect as at the date on which it is made or thereafter;
- 9.1.5 if there be a material breach of the terms and conditions of the Contract;
- 9.1.6 if a *bona fide* petition is presented or an order made or a resolution passed or analogous proceedings are taken for appointing an administrator or liquidator of or winding up the

Company or if a notice is issued convening a meeting for the purpose of passing any such resolution or a resolution to purchase or redeem or reduce issued share capital of the Company (save any preference shares now in issue and save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by the Trustee);

- 9.1.7 if the Company threatens to stop payment of its obligations generally or ceases or threatens to cease to carry on business or a substantial part of its business;
- 9.1.8 if an encumbrancer takes possession or a receiver is appointed of the whole or any part of the assets property revenues or undertaking of the Company or if any final judgement or order made against the Company is not complied with within seven days or if a distress sequestration execution or other process is levied or enforced on or sued out against any of the undertaking property assets revenues chattels or property of the Company and is not discharged within fourteen days;
- 9.1.9 if the Company is deemed to be insolvent or unable to pay its debts taking into account their respective contingent and prospective liabilities or if the Company shall enter into discussions or arrangements with any of its creditors with a view to avoiding insolvency, or an application for an administration order is presented to a court or such an order is made by a court, or if a notice is issued convening any meeting of the Company for the purpose of considering such an application;
- 9.1.10 if the Company defaults under any trust deed loan agreement debenture or other agreement or obligation relating to borrowing (which expression includes all liabilities in respect of any type of credit and accepting endorsing or discounting any notes or bills all unpaid rental and other liabilities present and future under hire- purchase credit sale conditional sale leasing and similar agreements the purchase price or charge for all acquisitions or services payment of which is deferred for three months or more and all liabilities under debt purchase factoring and like agreements contingent on non-payment of any debt) or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party including all guarantees indemnities or bonds whether constituting primary or secondary obligations or liabilities) or if any borrowing or other money payable under any of the foregoing becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or if any debenture mortgage charge or other security now or hereafter created by the Company becomes enforceable;
- 9.1.11 if this Agreement or any part of the security to be hereby created fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable;
- 9.1.12 if default is made by the Company in the performance of its obligations under this Agreement;
- 9.1.13 if any alteration or alterations of the Memorandum and Articles of Association of the Company be made without the previous consent in writing of the Trustee in that behalf first had and

obtained which consent is not to be unreasonably withheld shall be an Event of Default.

9.2 If an Event of Default occurs and is not remedied within thirty days of such occurrence then in any such event and at any time thereafter if such event is continuing the Trustee shall by notice in writing to the Company cancel any unadvanced amount of the Facility and the entire amount of the Facility then outstanding shall become immediately due and payable.

10. FEES

10.1 The Company will pay to the Trustee all fees and charges of whatever nature associated with the Facility.

11. NOTICES

11.1 Any notices, proceedings or other documents to be served on the Company pursuant to this Agreement are to be addressed to 6, Camerhogue Church Street, St. Georges Grenada or such other address as the Company may advise the Trustee in writing.

11.2 Any notice to the Trustee shall be sent if dispatched by mail to Clico Investment Bank Limited, 1, Rust Street, Port of Spain, Trinidad, W.I.

11.3 All notices shall be deemed to have been given in the case of posting two Business Days after the same has been properly dispatched as registered first class mail properly addressed and postage prepaid.

12. INVALIDITY OF PROVISIONS

12.1 If at any time any provisions hereafter becomes illegal, invalid or unenforceable the legality, validity and enforceability of the remaining provisions hereof shall in no way be affected or impaired thereby.

13. MISCELLANEOUS

13.1 No failure to exercise or no delay in exercising on the part of the Trustee any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies herein provided are cumulative and in addition to any rights or remedies provided by law.

13.2 This Agreement shall be binding upon and ensure for the benefit of the successors and permitted assigns of the parties hereto.

14. GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Grenada.

AS WITNESS the hands of the authorised signatories of the parties hereto the day and year first hereinabove written.

SIGNED by the within named
on behalf of the National Stadium
Project (Grenada) Corporation in the
presence of:

SIGNED by the within named
for and on behalf of Clico Investment
Bank Limited in the presence of:

FORM OF INTERIM BOND

TRINIDAD AND TOBAGO

BOND NO:

This Interim Bond (“this Bond”) has been issued pursuant to the provisions terms and conditions of an agreement (“the Agreement”) entered into the day of 1997, between the National Stadium Project (Grenada) Corporation of the first part and Clico Investment Bank Limited of the other part.

This Bond will be redeemed at par in accordance with the provisions terms and conditions of the Agreement.

Interest accruable and redeemable as per the Agreement.

NATIONAL STADIUM PROJECT (GRENADA) CORPORATION

PROMISES TO PAY TO THE REGISTERED

HOLDER OF THIS BOND

.....
of on the day of, 1997 the sum of
US\$ and interest thereon at the Rate of Interest and interest being
added to the principal and thereafter itself bearing interest at the intervals and in the manner stated
in the Terms and Conditions.

This Bond is issued subject to the terms and conditions set out overleaf.

Executed and delivered for and on behalf of the National Stadium Project (Grenada) Corporation
this day of, 1997.

.....
Signed under the seal of the Company

Registered
Clico Investment Bank Limited

The Bonds may only be transferred in integral multiples of US\$10,000.00 nominal. No transfer of
any part of the Bond represented by this Certificate will be registered unless it is accompanied by
this Certificate.

TERMS AND CONDITIONS OF THE INTERIM BOND

The Interim Bonds (the “Bonds”) of the National Stadium Project (Grenada) Corporation (the “Company”) are in registered transferable form without interest coupons attached, The Bonds are being issued in accordance with the terms and conditions of an Agreement (“the Agreement”) made between the Company and Clico Investment Bank Limited (“the Trustee”).

1. Expressions defined in the Agreement shall have the same meanings where they appear herein.
2. TITLE AND DENOMINATIONS

Title to the Bonds will pass upon registration of a proper instrument of transfer accompanied by the relative Bond delivered to the Trustee. The Company, the Trustee and the Paying Agent may treat the registered holder of any Bond as the absolute owner thereof (notwithstanding any notice of previous loss or theft or of trust or other interest therein) and the register of holders of Bonds shall (in the absence of wilful default, bad faith and manifest error) at all times be conclusive evidence of the amount of Bonds held by each holder of Bonds for the purpose of the exchange referred to in clause 6 below and for all other purposes.

The Bonds are serially numbered.

3. SECURITY

The Interim Bonds are secured in manner set out in clause 5.5 of the Agreement.

4. STATUS

- (a) The Bonds constitute secured obligations of the Company each registered holder ranking *pari passu* without any preference among themselves.
- (b) The Bonds are eligible for inclusion in the Statutory Fund of Insurance Companies in Trinidad and Tobago.

5. INTEREST

- (a) Rate of Interest

The Bonds shall bear interest at the rate of eleven per cent (11%) per annum.

- (b) Accrual of Interest

Interest shall accrue for each Interest Period during the construction of the Project at the Rate of Interest. Interest accruing during any Interest Period shall on the last day of that Interest Period be added to the principal amount of the Bonds (including capitalised interest) outstanding on that date and shall thereafter be treated as part of the principal amount outstanding on the Bonds and shall bear interest at the Rate of Interest.

- (c) Determination of Interest Amount

The Paying Agent shall, on or as soon as practicable after each Interest Accrual Date, but in no event later than the fourth Business Day thereafter, determine the amount of interest accrued in respect of the principal amount of the Bonds (the "Interest Amount") for the relevant Interest Period and shall as soon as practicable thereafter notify the Company of the Interest Amount.

- (d) Notification, etc., to be final

All notification, opinions, determinations, certificates, calculations, and decisions given, expressed, made or obtained for the purpose of this Condition 5, by the Paying Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Company, the Trustee, the Paying Agent and all holders of Bonds and (in the absence as aforesaid) no liability to the holders of Bonds shall attach to the Paying Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions.

6. REDEMPTION

- (a) The Bonds shall be redeemed by the issue by the Company in exchange therefor of Floating Rate Bonds in accordance with the terms and conditions herein and in the Agreement provided. Such Floating Rate Bonds shall, *inter alia*, be issued on the terms specified in clause 5.2 of the Agreement;
- (b) The Floating Rate Bonds shall be issued at the time and in the form specified in clause 5.3 of the Agreement;
- (c) The aggregate Dollar amount of the Floating Rate Bonds to be issued by the Company to any holder of Bonds by way of redemption thereof shall be equal to the aggregate Dollar amount of all the Bonds presented for exchange by the Lender on behalf of such holder plus all accrued and capitalised interest thereon;
- (d) The Floating Rate Bonds used to redeem the Bonds shall be constituted and supported by a Trust Deed;
- (e) On the issue by the Company of Floating Rate Bonds to any holder of Bonds in accordance with the foregoing provisions the Company shall cease to have

any liability to such holder in respect of the Bonds held by him or her to the extent of the face value of the Floating Rate Bonds so issued;

- (f) If and to the extent that the Bonds are not redeemed by the issue of Floating Rate Bonds in accordance with the foregoing provisions the Company shall redeem the Bonds by payment to the Holders of all principal and accrued and capitalised interest on the due date according to their tenor;
- (g) The Bonds shall become immediately due and payable together with accrued and capitalised interest on the occurrence of an Event of Default.

7. CUSTODY

All Bonds shall be lodged with and kept by the Lender as custodian Trustee for the holders of Bonds and the Lender shall cause a register of such Bonds to be opened and maintained and such register shall at all reasonable times during business hours be open for inspection by the holders of Bonds.

8. TRANSFER OF BONDS AND REPLACEMENT OF BONDS

- (a) The Bonds may only be transferred in integral multiples of US\$10,000.00 nominal value, by instrument in writing in the usual common form or such other form as the Trustee may approve.
- (b) Every instrument of transfer must be signed by the transferor (or where the transferor is a corporation, given under its common seal) and the transferor shall be deemed to remain the owner of the Bond to be transferred until the name of the transferee is entered in the Register in respect of that Bond.
- (c) If a Bond is mutilated, defaced, destroyed, stolen or lost it may, and shall in the case of mutilation or defacement, upon the surrender of the mutilated or defaced Bond, be replaced at the specified office of the Registrar on payment of such costs as may be incurred in connection therewith and, in the case of destruction, theft or loss, on such terms as to evidence and indemnity as the Company may reasonably require.

9. TERMINATION AND APPOINTMENT OF NEW PAYING AGENT(S)

- (a) The Company may, with the prior approval of the Trustee where the same person is Trustee and Paying Agent vary or terminate the appointment of the Paying Agent and/or appoint additional Paying Agent(s) and/or approve any change in the specified office of any Paying Agent, provided that so long as any of the Bonds remain outstanding the Company will maintain a Paying Agent with a specified office in Grenada or in Trinidad and Tobago.
- (b) In the event of any such variation termination, appointment or change in specified office, notice thereof will be given by the Company to the Bondholders in accordance with Condition 11.

10. DEFAULT

The Bonds shall become immediately due and payable together with accrued interest and the security contained in clause 5.5 of the Agreement shall become immediately enforceable, if any Event of Default specified in clause 9 of the Agreement occurs and the Trustee so determines.

11. NOTICES

All notices to the holders of Bonds will be valid if published in a newspaper published in Port of Spain or the Trinidad and Tobago *Gazette*. Such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

12. GOVERNING LAW

The Agreement and the Bonds are governed by and will be construed in accordance with the laws of the State of Grenada and the Grenadian Courts will have jurisdiction in connection with the Trust Deed and the Bonds.

TRUSTEE

Clico Investment Bank Limited

1, Rust Street,

Port of Spain.

ANNEX 2

TRINIDAD

This Deed was prepared by me,
Attorney at Law
Wilkinson, Wilkinson and Wilkinson
Lucas Street,
St. Georges,
Grenada.

This trust deed is made this day of in the Year of Our Lord One Thousand Nine Hundred and Ninety-seven Between NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a Company incorporated under the Companies Act, 1994 and having its Registered Office at 6, Camerhogne Church Street, St. Georges in the State of Grenada (hereinafter called “the Project Company”) of the One Part and CLICO INVESTMENT BANK LIMITED a Company incorporated under the Companies Ordinance and having its Registered Office at No. 1 Rust Street, St. Clair in the City of Port of Spain in the Republic of Trinidad and Tobago (hereinafter called “the Trustee”) of the Other Part.

Whereas—

- A. By a resolution of the directors (being duly empowered in that behalf by the Project Company’s Memorandum and Articles of Association) passed on the day of, 1997 the Project Company has determined to borrow a sum not exceeding US Twenty-nine Million Dollars (US\$29,000,000.00) by the issue and sale of Floating Rate Bonds.
- B. It has been agreed and determined that the Bonds shall be constituted and secured in manner and upon the terms and conditions contained in this Trust Deed and subject to and with the benefit of the Conditions contained in Part B of the First Schedule hereto which shall be deemed to be part of this Trust Deed.
- C. The net proceeds from the issue of the Bonds are to be used to finance the construction of a National Sporting Complex at Queen’s Park, St. Georges, Grenada (hereinafter referred to as “Queen’s Park”).
- D. The Trustee has agreed to act as trustee of this Trust Deed for the benefit of the Bondholders on and subject to the terms and conditions set out in this Trust Deed.

Now DECLARED as follows—

1.00 INTERPRETATION

1.01 In this Trust Deed—

“AUDITORS” means the auditor or auditors for the time being of the Project Company.

“BONDS” means the Original Bonds.

“BONDHOLDER” means the registered holder(s) of any Bonds.

“BUSINESS DAY” means a day on which commercial banks are open for business in Grenada.

“CERTIFICATES” means any certificate for the Bonds in the form or substantially in the form set out in Part A of the First Schedule.

“CHARGED ASSETS” means the real estate of the Project Company known as Queen’s Park and the Lease over which a charge has been created pursuant to Clause 7.00 of the Trust Deed.

“CLOSING DATE” means the last day for subscription of the Original Bonds which is the day of , 1997.

“COMPANY” means National Stadium Project (Grenada) Corporation and where the context admits include its successors and assigns whether immediate or derivative.

“CONDITIONS” means the Terms and Conditions endorsed on the Bonds in the form or substantially in the form set out in Part B of the First Schedule hereto, as the same may from time to time be modified in accordance with the provisions of this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed accordingly.

“DIRECTORS” means the Board of Directors for the time being of the Project Company.

“DOLLARS US\$ and \$” means the lawful currency from time to time of the United States of America.

“EXTRAORDINARY RESOLUTION” means an Extraordinary Resolution of the Bondholders passed in accordance with the provisions of paragraph 20 of the Second Schedule.

“INTEREST PAYMENT DATE” has the meaning ascribed to it in Condition 1.01.03.

“MONTH” means calendar month.

“LEASE” means the Deed of Lease in respect of Queen’s Park dated the day of 1997 and made between the Project Company and the State.

“ORIGINAL BONDS” mean the registered Bonds of the Project Company issued on the Closing Date in the aggregate value of not more than US\$Twenty-three Million Dollars comprising Floating Rate Bonds 1997 - 2012 of US\$10,000.00 each constituted by this Trust Deed or the nominal amount thereof for the time being outstanding or (as the context may require) a specific number thereof and includes any replacement Bonds issued therefor pursuant to Condition 13.00.”

“OUTSTANDING BONDS” means all the Bonds other than—

- (a) those in respect of which the due date for repayment has occurred in accordance with the provisions of this Trust Deed and the repayment monies whereof (including all interest (if any) accrued thereon to the due date of such repayment) have been duly paid to the relative Bondholders or have been duly paid to the Trustee or to the Paying Agent in the manner provided in the Paying Agency

Agreement or these presents (and where appropriate notice to that effect has been given to the relative Bondholders in accordance with Condition 16.00) and remain available for payment against presentation of the relevant Bonds;

- (b) those which have been purchased beneficially by or for the account of the Project Company and cancelled;
- (c) those which have become void under Condition 11.01;
- (d) those mutilated or defaced Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 13.01; and
- (e) (for the purposes only of ascertaining the amount of Bonds outstanding and without prejudice to the status for any other purpose of the relevant Bonds) those Bonds which are alleged to have been destroyed, stolen or lost and in respect of which replacements have been issued pursuant to Condition 13.01:

Provided that for each of the following purposes, namely—

- (i) the right to attend and vote at any meeting of the Bondholders or any of them,
- (ii) the determination of how many and which Bonds are for the time being outstanding for the purposes of clause 8.00 hereof, Condition 12.00 and paragraphs 2, 5, 6, 7, 9 and 10 of the Second Schedule hereof,
- (iii) any discretion, power or authority contained in these presents which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Bondholders or any of them, and
- (iv) the determination by the Trustee whether in its opinion any circumstances, matters or things are or would be materially prejudicial to the interests of the Bondholders or any of them,

those Bonds if any, which are beneficially held by or for the account of the Project Company, but are for the time being cancelled or required to be cancelled under Condition 6.00 shall (unless and until ceasing to be so held by or for the account of the Project Company) be deemed not to remain outstanding.

“PAYING AGENCY AGREEMENT” means the Agreement dated the day of, 1997, appointing the Paying Agent for the Bonds or any other agreement for the time being in force appointing the Paying Agent for the Bonds, or concerning his or her duties, the terms of which have been previously approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to the Bonds.

“PAYING AGENT” means Clico Investment Bank Limited a Company incorporated under the Companies Ordinance Chapter 31 No. 1 and having its Registered Office at No. 1 Rust Street, St. Clair and such other or further paying agents as may from time to time be appointed by the Project Company with the prior approval of and upon terms previously approved by, the Trustee in writing and notice of whose appointment is given to the relative Bondholders in accordance with Condition 9.02 within fourteen days thereafter but shall not include any person whose appointment as

Paying Agent has been terminated in accordance with the provisions of the relative Paying Agency Agreement.

“PAYMENT, REDEMPTION AND REPAYMENT” shall where the context admits each include both the others and the words ‘pay’, ‘paid’, and ‘payable’, ‘redeem’, ‘redeemed’ and ‘redeemable’, ‘repay’, ‘repaid’ and ‘repayable’ shall be construed accordingly.

“REGISTER” means the register of the Bonds and Bondholders to be maintained in accordance with the provisions of this Trust Deed and the relative Paying Agency Agreement.

“REGISTRAR” means Clico Investment Bank Limited a Company incorporated under the Companies Ordinance Chapter 31 No. 1 and having its Registered Office at No. 1 Rust Street, St. Clair or such other institution as may from time to time be appointed by the Project Company with the Trustee’s prior written approval as Registrar and notice of whose appointment is given to the Bondholders by the Project Company.

“STATE” means the State of Grenada.

“SPECIFIED OFFICE” means in relation to any Paying Agent, either the office identified with its name at the end of the Conditions or in the relevant Paying Agency Agreement under which it is appointed as such or such other office as shall have been notified to the holders of the Bonds in accordance with the Conditions.

“TRUST CORPORATION” means a corporation entitled by rules made under the Trustee Ordinance (Chapter 8 No. 3) to carry out the functions of a custodian trustee.

“TRUST DEED” means this Trust Deed and the Schedules (as from time to time modified in accordance with the provisions of this Trust Deed) and shall include any deed supplemental to this Trust Deed.

“TRUSTEE” means Clico Investment Bank Limited or any other trustee or trustees for the time being of this Trust Deed and includes the successors and assigns of the Trustee whether immediately or derivative.

- 1.02 Unless the context requires otherwise words or expressions in this Trust Deed shall bear the same meanings as in the Companies Act, 1994, of the laws of the State of Grenada or any statutory modification or re-enactment thereof.
- 1.03 Words denoting the singular shall include the plural number and *vice versa*. Words denoting any gender shall include any other gender. Words denoting natural persons shall include corporations and firms.
- 1.04 The headings and sub-headings to clauses and Conditions are for convenience only and have no legal effect and references to Schedules, clauses, subclauses, Conditions, paragraphs and subparagraphs shall be references to the Schedules to this Trust Deed, to the clauses and subclauses of this Trust Deed to the Conditions set out in Part B of the First Schedule and to the paragraphs and sub paragraphs set out in the Second Schedule.
- 1.05 References to statutes orders regulations or statutory instruments shall be construed as references to them as respectively replaced amended modified or re-enacted from time to time.
- 1.06 References to costs, charges or expenses shall unless stated to the contrary include any value added tax or similar tax or duty charged or chargeable on them.

2.00 COVENANT TO REPAY AND TO PAY INTEREST

- 2.01 The aggregate principal amount of the Bonds shall be US\$ Twenty-nine Million Dollars (US\$29,000,000.00).
- 2.02 As and when the Bonds or any of them or any instalment of principal thereof become due to be repaid in accordance with the Conditions of this Trust Deed, the Project Company shall pay to or to the order of the Trustee in Dollars in immediately available funds the principal amount of the Bonds or the instalment thereof becoming due for repayment on the due date for repayment and shall (subject as aforesaid and to the other provisions of the Conditions) until such payment (as well after as before any judgement or other order of any competent court) unconditionally pay to or to the order of the Trustee as aforesaid, as and when the same becomes due in accordance with the Conditions, interest on the principal amount of the Bonds at the rates per annum specified in Condition 5.00;

AND PROVIDED that—

- 2.02.01 in any case where the date for payment of interest in respect of the Bonds or the date for payment of the principal or any instalment thereof in respect of, or the date fixed for repayment of, any Bonds shall be a non-Business Day, then payment of principal or interest shall be made on the next succeeding day which is a Business Day, with the same force and effect as if made on the date for payment or the date fixed for repayment, as the case may be, but interest shall accrue for the period up to the date fixed for repayment of principal or interest;
- 2.02.02 every payment of principal or interest in respect of the Bonds made to the Paying Agent in the manner provided in the Paying Agency Agreement or these presents shall be in satisfaction *pro tanto* of the covenant by the Project Company in this clause contained except to the extent that there is default in the subsequent payment thereof to the Bondholders, in accordance with the Conditions;
- 2.02.03 in the case of any payment of principal or any instalment thereof made to the Trustee or the Paying Agent after the due date interest shall continue to accrue on the principal amount of the Bonds or any instalment thereof due for repayment or in respect of which such payment is not made as aforesaid at the rate aforesaid up to and including the date (being not later than 30 days after the day on which the whole of such principal amount, together with an amount, equal to the interest which has accrued and is to accrue up to and including that date, has been received by the Trustee or the Paying Agent) which the Trustee determines to be the date on and after which payment is to be made to the Bondholders, in respect thereof as stated in a notice given to the Bondholders in accordance with Condition 16.00; and
- 2.02.04 in any case where payment of the whole or any part of the principal amount of any Bond is improperly withheld or refused upon due presentation thereof (otherwise than in circumstances contemplated by 2.02.03 above) interest shall accrue on the principal amount of such Bond payment of which has been so withheld or refused at the rate aforesaid from the date of such withholding or refusal up to and including the date (being not later than thirty days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue up to and including that date,

has been received by the Trustee or the Paying Agent) which the Trustee determines to be the date on and after which payment is to be made to the Bondholders in respect thereof as stated in a notice given to the Bondholders in accordance with Condition 16.00.

- 2.03 At any time after all the monies hereby secured shall become due and payable or the Trustee shall have instituted proceedings against the Project Company in accordance with clause 8.00 the Trustee may—
- 2.03.01 by notice in writing to the Project Company and the Paying Agent and the Registrar require the Paying Agent pursuant to the Paying Agency Agreement—
- (a) to act thereafter as Paying Agent and Registrar of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of these presents on the terms provided in the Paying Agency Agreement *mutatis mutandis* (save that the Trustee's liability under any of the provisions thereof for the indemnification of the Paying Agent shall be limited to the amounts for the time being held by the Trustee upon the trust of these presents and available for distribution to Bondholders) and thereafter to hold all such Bonds and all sums, documents and records held by it in respect of the Bonds on behalf of the Trustee; and/or
- (b) to deliver up all Bonds and all sums, documents and records held by them in respect of such Bonds to the Trustee or as the Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the Paying Agent is obliged not to release by any law or regulation;
- 2.03.02 by notice in writing to the Project Company require it to make all subsequent payments in respect of Bonds to the order of the Trustee and not to the Paying Agent and with effect from the issue of any such notice to the Project Company and until such notice is withdrawn subclause 2.02.02 hereof shall cease to have effect.
- 2.04 Payment of the principal for the time being owing on the Bonds or any part of the Bonds, and interest may be made by cheque made payable to the Bondholders (or, in the case of joint holders, to all such Bondholders) or to such person or persons as the Bondholders or all the joint Bondholders may in writing direct and sent to the Bondholder at his or her registered address or in the case of joint Bondholders the Bondholder who is first named on the Register at his or her registered address or to such address as the Bondholders or all the joint Bondholders may direct in writing. Every cheque may be sent through the post at the risks of the Bondholders or joint Bondholders. Due payment of the cheque shall be a satisfaction of the principal or interest it represents.
- 2.05 All payments of principal by the Project Company in respect of the Bonds will be made in Dollars without withholding of, or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, unless the Project Company is required by law to withhold or deduct amounts for, or on account of, any such taxes, duties, assessments or governmental charges.

3.00 FORM OF THE CERTIFICATES

- 3.01 The Certificates shall be issued in accordance with the provisions of the Articles of Association for the time being of the Project Company relating to the issue of Certificates for securities of the Project Company. The Certificates shall be in the form or substantially in the form set out in Part A of the First Schedule or in such other form as the Trustee may approve and shall have endorsed on them Conditions in the form, or substantially in the form, set out in Part B of the First Schedule.
- 3.02 Without unnecessary delay but in any event not more than ten days after the Closing Date, the Project Company shall execute and have available for delivery to the Trustee the Original Bonds as aforesaid.
- 3.03 The Project Company shall comply with the terms and provisions of the Certificates issued in respect of the Original Bonds and the Conditions. The Original Bonds shall be held subject to and with the benefit of the Conditions, all of which shall be deemed to be incorporated in this Trust Deed and shall be binding on the Project Company, the holders of the Original Bonds and all persons claiming through or under them. Every Bondholder shall be entitled to receive one Certificate for the Bonds held by him or her, but joint Bondholders shall be entitled to one Certificate only for the Bonds held jointly by them. Each Certificate shall be delivered to that one of the joint Bondholders whose name stands first in the register in respect of the joint bondholding. Where a Bondholder has transferred or has had redeemed a part only of his or her holding of Bonds, he or she shall be entitled to a Certificate for the balance of such holding, without charge.
- 3.04 The Bonds shall be signed manually or in facsimile by any two of the Directors of the Project Company. The Project Company may use a facsimile signature of any person who shall be a Director of the Project Company at the time such signature is affixed to a Bond notwithstanding the fact that such person shall have ceased to be a Director of the Project Company at the date of issue of such Bond.

4.00 PRINCIPAL AMOUNT OF THE BONDS

- 4.01 The principal amount of the Original Bonds is limited to US Twenty- three Million Dollars (US\$23,000,000.00). The whole of the Original Bonds shall constitute secured obligations of the Project Company and shall rank *pari passu* equally and rateably without discrimination or preference among themselves.
- 4.02 The proceeds of all Original Bonds shall be receiveable by the Project Company and shall be applied for the purposes set out in Recital C of this Trust Deed.

5.00 NEGATIVE PLEDGE

6.00 EVENTS OF DEFAULT

- 6.01 The Bonds shall become immediately due and repayable together with accrued interest and the security created by clause 7.00 shall become immediately enforceable, if any of the following events occur and the Trustee so determines or is requested in writing by Bondholders together holding at least one-quarter in principal amount of the Bonds outstanding or is requested by an Extraordinary Resolution to demand repayment.
- 6.02 If the Project Company fails to pay for a period of three days any principal monies or fails to pay for a period of seven days any interest on the Bonds when and as it becomes payable under this Trust Deed.
- 6.03 If a *bona fide* petition is presented or an order made or a resolution passed or analogous proceedings are taken for appointing an administrator or liquidator of or winding up the Project Company or if a notice is issued

convening a meeting for the purpose of passing any such resolution or a resolution to purchase or redeem or reduce issued share capital of the Project Company (save any preference shares now in issue and save for the purpose of and followed within four months by an amalgamation or reconstruction not involving or arising out of insolvency on terms previously approved in writing by the Trustee).

- 6.04 If the Project Company threatens to stop payment of its obligations generally or ceases or threatens to cease to carry on business or a substantial part of its business.
- 6.05 If an encumbrancer takes possession or a receiver is appointed of the whole or any part of the assets property revenues or undertaking of the Project Company or if any final judgement or order made against the Project Company is not complied with within seven days or if a distress sequestration execution or other process is levied or enforced on or sued out against any of the undertaking property assets revenues chattels or property of the Project Company and is not discharged within fourteen days.
- 6.06 If the Project Company is deemed to be insolvent or unable to pay its debts within the meaning of section 162 of the Companies Ordinance taking into account their respective contingent and prospective liabilities or if the Project Company shall enter into discussions or arrangements with any of its creditors with a view to avoiding insolvency, or an application for an administration order is presented to a court or such an order is made by a court, or if a notice is issued convening any meeting of the Project Company for the purpose of considering such an application.
- 6.07 If the Project Company defaults under any trust deed loan agreement debenture or other agreement or obligation relating to borrowing (which expression includes all liabilities in respect of any type of credit and accepting endorsing or discounting any notes or bills all unpaid rental and other liabilities present and future under hire- purchase credit sale conditional sale leasing and similar agreements the purchase price or charge for all acquisitions or services payment of which is deferred for three months or more and all liabilities under debt purchase factoring and like agreements contingent on non- payment of any debt) or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party including all guarantees indemnities or bonds whether constituting primary or secondary obligations or liabilities) or if any borrowing or other money payable under any of the foregoing becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or if any debenture mortgage charge or other security now or hereafter created by the Project Company becomes enforceable.
- 6.08 If this Trust Deed or any part of the security hereby created fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable.
- 6.09 If any licence authorisation consent or registration at any time necessary or desirable to enable the Project Company to comply with its obligations to the Trustee or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect.
- 6.10 If default is made by the Project Company in the performance of its obligations under or to or as incorporated by reference into this Trust Deed other than any covenant for the payment of principal, and interest in respect of the Bonds and (except where, in the opinion of the Trustee, such default

is not capable of remedy when no such continuation or notice as is referred to below will be required) such default continues for more than fourteen days after written notice requiring such default to be remedied to the Project Company by the Trustee.

- 6.11 If any alteration or alterations of the Memorandum and Articles of Association of the Project Company be made without the previous consent in writing of the Trustee in that behalf first had and obtained which consent is not to be unreasonably withheld.
- 6.12 If the Project Company without the previous consent of the Trustee divests itself or is divested of title to or possession of the property hereby specifically charged or if the property hereby specifically charged is confiscated requisitioned compulsorily acquired impounded stolen destroyed or damaged beyond repair.
- 6.13 If the Project Company shall permit any sum which has been admitted to be due by the Project Company or is not disputed to be due by it and which forms or is capable of being made a charge upon the property of the Project Company to remain unpaid for two weeks after proceedings have been taken to enforce the same.
- 6.14 If a distress executed against any of the property of the Project Company is not satisfied within five days.

7.00 SECURITY

- 7.01 The Project Company has either before or contemporaneously with these presents executed—
 - (i) a collateral Deed of Mortgage in favour of the Trustee over Queen's Park and
 - (ii) a collateral Deed of Charge of the Lease.
- 7.02 The Project Company shall not be at liberty without the prior consent in writing of the Trustee to—
 - 7.02.03 create or charge or attempt or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or any other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the Charged Assets; or
 - 7.02.04 part with possession of transfer sell lease or otherwise dispose of the real property forming part of the Charged Assets or any part thereof or attempt or agree to do so.
- 7.03 The security created by clause 7.00 shall—
 - 7.03.01 be a continuing security to the Trustee and the Bondholders notwithstanding any settlement of account or other matter or thing whatever;
 - 7.03.02 be without prejudice and in addition to any other security for the payment of all money from time to time payable under this Trust Deed and the Conditions which the Trustee may hold now or hereafter on all or any part of the property, assets and undertaking of the Project Company;
 - 7.03.03 be in addition to any rights, powers and remedies at law or in equity or otherwise;
 - 7.03.04 not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee lien pledge bill note mortgage or other security (whether created by the deposit of

documents or otherwise) now or hereafter held by or available to the Trustee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Trustee now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

8.00 ENFORCEMENT BY THE TRUSTEE

- 8.01 At any time after the Bonds shall have become immediately due and repayable, the Trustee (to the exclusion of the Bondholders) may, at its discretion, and shall, on the request in writing of Bondholders holding not less than at least one-quarter of the principal amount of the Bonds outstanding or, if so requested by Extraordinary Resolution (but, in either case, subject to the Trustee being indemnified to its satisfaction against all proceedings, claims and demands to which the Trustee may be liable and all costs, charges and expenses which may be incurred by the Trustee in connection therewith), and without notice take such proceedings against the Project Company as it may deem fit.
- 8.02 The Trustee shall be entitled to prove in any winding-up of the Project Company in respect of principal and/or interest payable in relation to the Bonds or other monies payable under any provision of this Trust Deed.
- 8.03 No Bondholders shall in any circumstances be entitled to any remedy (whether by way of action, petition or otherwise howsoever) for the recovery of any Bond or any part thereof or any interest therein, unless the Trustee, having become bound to take proceedings in accordance with this Trust Deed, fails to do so within a reasonable time and such failure shall be continuing. In that case any Bondholder may, on giving the Trustee an indemnity satisfactory to the Trustee against all proceedings claims and demands to which it may be liable and all costs charges and expenses which may be incurred by it in connection therewith, in the name of the Trustee (but not otherwise) himself or herself either take such proceedings against the Project Company or prove in the winding-up of the Project Company. The Trustee shall apply any monies so received in the manner provided in this Trust Deed.
- 8.04 The Project Company hereby covenants with the Trustee on demand to pay all costs charges and expenses incurred by the Trustee or which it shall properly incur in or about the enforcement preservation or attempted preservation of this security or of the Charged Assets or any of them on a full indemnity basis with interest at the rate specified in Condition 5.00.
- 8.05 The Project Company hereby agrees to indemnify the Trustee against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or by any manager agent officer or employee for whose liability act or omission it may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Project Company of any of its covenants or other obligations to the Trustee. The Project Company shall so indemnify the Trustee on demand and shall pay interest on the sums demanded at the rate specified in Condition 5.00.

9.00 APPLICATION OF MONIES

- 9.01 If the Project Company is wound up (whether compulsorily, voluntarily or subject to the supervision of the Court), all amounts payable to and received by the Trustee and payable by and received from the liquidator of the Project Company in respect of the Bonds by way of principal and/or

interest or otherwise payable under any of the provisions of this Trust Deed will be received by it on trust for application—

- 9.01.01 first, in payment or satisfaction of the costs, charges, expenses and liabilities incurred by the Trustee (including any unpaid remuneration) in or about the execution of the trusts of this Trust Deed;
- 9.01.02 secondly, in payment *pari passu* and rateably of interest outstanding owing on or in respect of the Bonds; and
- 9.01.03 thirdly, as to the balance (if any) in or towards payment *pari passu* and rateably of principal outstanding and owing on or in respect of the Bonds.

Without prejudice to the provisions of this Clause 9.00 if the Trustee shall hold any monies which represent principal, premium or interest, in respect of the relevant series of Bonds which have become void under Condition 11.00 the Trustee shall (subject to payment or provision for the payment or satisfaction of the said costs, charges, expenses and liabilities and the remuneration of the Trustee) pay the same to the Project Company.

10.00 INVESTMENT BY THE TRUSTEE

- 10.01 If the amount of the monies at any time applicable under the trust mentioned in clause 9.01.03 shall be less than an amount sufficient to repay at least \$1,000.00 on each Bond rateably among the Bondholders, the Trustee may at its discretion invest such monies in some or one of the investments authorised by this Trust Deed. The Trustee shall have power from time to time at the like discretion to vary such investments and such investments with the income yielded by them may be accumulated, until the accumulations (together with any other funds for the time being under the control of the Trustee and applicable for the purpose) shall amount to a sum sufficient to repay at least an amount sufficient to repay at least \$1,000.00 on each Bond rateably among the Bondholders. Such funds and accumulations shall then be applied as set out in clause 9.00.

11.00 NOTICE TO BONDHOLDERS REGARDING APPLICATION OF MONIES

- 11.01 The Trustee shall give not less than fourteen days' notice to the Bondholders of the day and place fixed for any payment to them under either of clauses 9.00 and 10.00. After the day so fixed, the Bondholders shall be entitled to interest on the balance only (if any) of the principal monies owing on the Bonds held by them, after deducting the amount payable on the day so fixed.

12.00 PAYMENT TO BONDHOLDERS FOLLOWING AN EVENT OF DEFAULT

- 12.01 Payment of the principal monies or interest payable by the Trustee under clauses 9.00 and 10.00 in respect of the Bonds may be made to Bondholders in manner provided by clause 2.02 for payment of principal and interest on the Bonds. Any payment so made shall be a good discharge to the Trustee.

13.00 SURRENDER, CANCELLATION AND RE-ISSUE OF BONDS

- 13.01 Payment under any of the relevant provisions of Clauses 9.00 and 10.00 hereof and Condition 6.00 on account of the whole or any part of the principal monies owing on the Bonds will only be made if the Certificates for which such payment are to be made are surrendered to the Paying Agent by or through whom such payment is payable, who shall cause the Certificate to be cancelled and a new Certificate re-issued for the remaining

principal amount due on the Bond and in the case of payment in full shall cause such Certificates to be cancelled in full. The Trustee may dispense with the production of a Certificate in any particular case, on such indemnity being given as it shall think sufficient.

14.00 FAILURE BY BONDHOLDER TO MAKE CLAIM AFTER DATE FOR REDEMPTION

14.01 If a holder of any of the Bonds which the Project Company is ready to repay or satisfy fails to claim or accept the amount due to him or her within thirty days after the due date for redemption of the whole or part of the relevant Bond, the Project Company may or (if so requested by the Trustee) shall deposit with a bank in the name of the Trustee an amount equal to the amount due to such Bondholders. On such deposit being made, the Bonds which the Project Company is ready to repay or satisfy shall be deemed to have been repaid or satisfied in accordance with the provisions of the Trust Deed. After provision for repayment or satisfaction of the Bonds is made by such deposit of the funds required for the purpose, the Trustee shall not be responsible for the safe custody of such monies or for interest on them. The Trustee shall be entitled to deduct the expenses incurred by it in arranging such deposit.

15.00 MANNER OF INVESTMENT BY TRUSTEE

15.01 Any monies which under the trusts in these presents contained ought to or may be invested by the Trustee may be invested in the name or under the control of the Trustee in any of the investments for the time being authorised by the law for the investment by trustees of trust monies or in any other investments whether similar to the aforesaid or not which may be selected by the Project Company and approved by the Trustee or by placing the same on deposit in the name or under the control of the Trustee as the Trustee may think fit. The Trustee may at any time or times vary any such investments for or into other investments and shall not be responsible for any loss due to depreciation in value of or otherwise resulting from any such investments.

16.00 REGISTER OF BONDS

16.01 the Registrar shall at all times keep at its registered office (or at such other place as the Trustee may agree) a register showing the nominal amount of the Bonds and the date of issue and all subsequent transfers and changes of ownership thereof and the names and addresses of the Bondholders and the persons deriving title under them and of their repayment, purchase and cancellation and of all replacement securities issued in substitution for mutilated defaced lost stolen or destroyed Bonds. The Trustee and the Bondholders or any of them and any person authorised by any such person may at all reasonable times during office hours, inspect the Register and take copies of or extracts from it. If the Trustee requires the convening of a meeting or the giving of any notice to the Bondholders, the Registrar shall promptly furnish the Trustee free of charge with such copies of or extracts from the Register as it shall require. The Register may be closed by the Project Company for such periods and at such times (not exceeding in the whole thirty days in any one year) as it may think fit.

16.02 The Register of Bondholders shall, in the absence of wilful default, bad faith or manifest error, at all times be conclusive evidence of the amount of the Bonds held by each Bondholder.

17.00 TRUSTEE'S REMUNERATION

17.01 Until the trusts hereunder are finally wound up the Project Company shall pay or shall procure the Paying Agent to pay to the Trustee for its services

as trustee of this Trust Deed remuneration at such rate as shall from time to time be agreed between the Project Company and the Trustee. Remuneration shall continue to be payable until the trusts of this Trust Deed shall be finally wound up.

- 17.02 If the Bonds become immediately due and repayable, or the Trustee considers it expedient or necessary or if the Trustee is requested by the Project Company to undertake duties which the Trustee and the Project Company agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Project Company shall pay to the Trustee such additional remuneration as may be agreed between them.
- 17.03 Remuneration under clauses 17.01 and 17.02 shall be exclusive of any value added tax (or analogous duty), which shall be added at the applicable rate and paid by the Project Company.
- 17.04 The Project Company shall also pay or discharge all costs, charges, liabilities and expenses properly incurred by the Trustee in relation to the preparation and execution of, the exercise of its powers, authorities and discretions, and the performance of its duties, under this Trust Deed, including (but not limited to) legal and travelling expenses and any stamp land other taxes and duties properly paid by the Trustee in connection with any legal proceedings brought or contemplated by the Trustee against the Project Company for enforcing any obligations under this Trust Deed.
- 17.05 All costs, charges, liabilities and expenses properly incurred and payments properly made by the Trustee in the lawful exercise of its powers under this Trust Deed and all remuneration payable to the Trustee shall be payable by the Project Company on demand. Payments actually made by the Trustee prior to the demand shall (if not paid within three days after demand and if the Trustee so requires) carry interest at the rate specified in Condition 5.00 from time to time from the date of demand (and whether before or after any judgement). In all other cases, interest shall accrue at such rate from the date thirty days after the date of demand or (whether the demand specifies that payment be made on an earlier date) from such earlier date.

18.00 COVENANTS BY THE PROJECT COMPANY

- 18.01 The Project Company hereby covenants with the Trustee that so long as any of the Bonds remains Outstanding it shall—
- 18.01.01 give to the Trustee or any person appointed by the Trustee to whom the Project Company does not reasonably object such information and evidence as it or he or she shall reasonably require for the purpose of the discharge by the Trustee of the duties or discretions vested in it under these presents or by operation of law;
- 18.01.02 at all times carry on and conduct its affairs in a proper and efficient manner;
- 18.01.03 procure the Auditors to furnish the Trustee with such opinions, certificates or other information as the Trustee may from time to time require in connection with any matter arising under these presents;
- 18.01.04 at all times keep proper books of accounts;
- 18.01.05 give notice in writing to the Trustee of the occurrence of any of the events referred to in paragraph 6.00 inclusive of Condition 10.00 forthwith upon it becoming aware thereof even if such event will not be an event upon the happening whereof the

Trustee may declare the Bonds to be due and repayable immediately pending the lapse of time and/or the giving of notice and/or the issuing of a certificate and/or a demand and without waiting for the Trustee to take any of the actions mentioned therein;

- 18.01.06 oblige the Paying Agent to notify the Trustee forthwith in the event that it does not, on or before the due date for payment of the Bonds or any of them or of any amount of the interest due thereon, receive unconditionally pursuant to the Paying Agency Agreement or these presents the full amount in Trinidad and Tobago Dollars of the monies payable on such due date on all such Bonds or for interest thereon, as the case may be;
- 18.01.07 in the event of the unconditional payment to the Paying Agent of any sum due in respect of the Bonds or any of them or any amount of the interest thereon being made after the due date for payment thereof, forthwith give notice to the relative Bondholders in accordance with Condition 16.00 that such payment has been made;
- 18.01.08 at all times use its best endeavours to obtain and maintain the listing of the Bonds on such stock exchange (if any) as is specified in the Conditions, or, if it is unable to do so having used such best endeavours, use its best endeavours to obtain and maintain the quotation or listing of the Bonds on such other stock exchange or exchanges as it may (with the prior written approval of the Trustee) decide, and shall also use its best endeavours to procure that there will at all times be furnished to any stock exchange on which the Bonds are for the time being quoted or listed such information as such stock exchange may require in accordance with its normal requirements or in accordance with any arrangements for the time being made with any such stock exchange and shall also upon obtaining a quotation or listing of the Bonds on such other stock exchange or exchanges enter into a Trust Deed supplemental hereto to effect such consequential amendments to this Trust Deed as the Trustee may reasonably require or shall be requisite to comply with the requirements of any such stock exchange;
- 18.01.09 comply with, observe and perform all its obligations under, and use all reasonable endeavours to procure the Paying Agent and the Registrar to comply with, observe and perform all their obligations under the Paying Agency Agreement, and not make any amendment or modification to any such agreement without the prior written approval of the Trustee;
- 18.01.10 at all times maintain Paying Agents, in accordance with the applicable Conditions at all times procure there to be a Registrar;
- 18.01.11 on each occasion when notice is given of a partial repayment of Bonds made pursuant to Condition 7.03 specify or procure to be specified separately in such notice the date and amount of each repayment;
- 18.01.12 give not less than 60 days' notice to the Bondholders in accordance with Condition 16.00 of the proposed resignation or removal of any Paying Agent or Registrar or the change of any Paying Agent's or Registrar's specified office and give notice to the Bondholders in accordance with Condition 16.00 of any

appointment of any Paying Agent or Registrar within 14 days thereafter:

Provided always that in the case of the termination of the appointment of the Paying Agent or the Registrar no such termination shall take effect until a new Paying Agent or Registrar has been appointed on terms approved by the Trustee;

- 18.01.13 send or procure to be sent to the Trustee not later than the date of publication four copies of all notices given to Bondholders in accordance with Condition 16.00;
- 18.01.14 if it shall have given notice in accordance with the applicable Conditions of its intention to redeem the Bonds or any of them duly proceed to redeem the Bonds accordingly;
- 18.01.15 send to the Trustee (in addition to any copies to which it may be entitled as a holder of any Bonds of the Project Company) two copies of every balance sheet, profit and loss account, report, notice, circular or like document issued to the members of the Project Company or the holders of loan indebtedness or secured or unsecured debt in their capacity as such at the time of the issue thereof;
- 18.01.16 at all times execute and do all such further documents, acts and things as may be necessary at any time or times in the reasonable opinion of the Trustee to give effect to the provisions of these presents;
- 18.01.17 Use its best efforts to ensure that any relevant authority do furnish to the Trustee and the Paying Agent with such opinions, certificates, reports or other information as the Trustee and the Paying Agent may from time to time reasonably require in connection with any calculation or matter arising under this Deed.

18.02 So long as any Bonds remain Outstanding the Project Company shall in order to enable the Trustee to ascertain the principal amount of the Bonds of such series for the time being Outstanding for any of the purposes referred to in the proviso to the definition of "Outstanding Bonds" contained in Clause 1.00 hereof, deliver to the Trustee forthwith upon being so requested in writing by the Trustee a certificate in writing signed by the Chairman and Secretary on behalf of the Project Company setting out the total principal amount of the Bonds which—

- (i) up to and including the date of such certificate have been purchased beneficially by or for the account of the Project Company and cancelled, and
- (ii) are at the date of the certificate beneficially held by or for the account of the Project Company.

18.03 At all times maintain Registrars having their specified office in the City of Port of Spain.

19.00 TRUSTEE'S POWERS

19.01 The Trustee shall have all the powers conferred on trustees by Chapter 329 of the Revised Laws of Grenada, 1990 and by way of supplement thereto it is expressly declared as follows—

- 19.01.01 the Trustee may in relation to this Trust Deed act on the opinion or advice of or information obtained from the Registrar or any lawyer, valuer, surveyor, banker, broker, auctioneer, accountant

or other expert whether obtained by the Project Company or by the Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. Any such opinion, advice or information may be sent or obtained by letter, telemessage, telex, facsimile or cablegram and the Trustee shall not be liable for acting on any opinion, advice or information purporting to be conveyed by any such letter, telemessage, telex, facsimile or cablegram, even if it shall contain some error or shall not be authentic;

- 19.01.02 the Trustee shall not be bound to take any steps to ascertain whether any event listed in clause 6.00 has happened and, until it shall have actual knowledge or shall have express notice to the contrary, the Trustee shall be entitled to assume that no such event has happened and that the Project Company is performing all the obligations on its part contained in these presents;
- 19.01.03 save as otherwise expressly provided in this Trust Deed, the Trustee shall, as regards all trust, powers, authorities and discretions vested in it by this Trust Deed, have absolute and uncontrolled discretion as to their exercise and, provided it shall not have acted fraudulently, it shall not be responsible for any loss, costs, damages or expenses that may result from the exercise or non-exercise thereof. In particular, it shall not be bound to act (whether at the request or direction of the Bondholders or otherwise) under any of the provisions of this Trust Deed unless the Trustee shall first be indemnified to its satisfaction against all proceedings, claims and demands to which the Trustee may so become liable and all costs, charges and expenses which may be so incurred by the Trustee;
- 19.01.04 the Trustee shall not be responsible for having acted upon any resolution purporting to have been passed at any meeting of the Bondholders of which minutes have been made and signed, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that, for any reason, the resolution was not valid or binding on the Bondholders;
- 19.01.05 Without prejudice to the right of indemnity by law given to Trustees the Trustee and every attorney, manager, agent, delegate or other person appointed by it under this Trust Deed shall be indemnified by the Project Company against all liabilities and expenses properly incurred by it or him or her in the execution of the powers and trusts of this Trust Deed or of any powers, authorities or discretions vested in it or him or her pursuant to this Trust Deed. This indemnity shall extend to all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in relation to this Trust Deed. The Trustee may in priority to any payment to the Bondholders retain and pay out of any monies in its hands on the trusts of this Trust Deed the amount of any such liabilities and expenses and also the remuneration of the Trustee as provided in this Trust Deed;
- 19.01.06 the Trustee shall be at liberty to hold or to deposit these presents and any deeds or documents relating to these presents or to the Bonds with any banker or banking company or company whose business includes undertaking the safe custody of deeds and documents or with any lawyer or firm of lawyers of good repute,

and the Trustee shall not be responsible for any loss incurred in connection with any such holding or deposit and may pay all sums required to be paid on account or in respect of any such deposit;

- 19.01.07 the Trustee may call for and shall be at liberty to accept a certificate signed by any two directors of the Project Company as sufficient evidence of any fact or matter relating to the Project Company on which the Trustee may require to be satisfied or to have information or to the effect that, in the opinion of the person so certifying, any particular dealing, transaction, step or thing relating as aforesaid is expedient. The Trustee shall not be bound to call for further evidence and shall not be responsible for any loss occasioned by acting on any such certificate;
- 19.01.08 as between itself and the Bondholders, the Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Every such determination made in good faith (whether or not the same shall relate in whole or in part to the acts or proceedings of the Trustee under this Trust Deed) shall be conclusive and binding on the Trustee and the Bondholders;
- 19.01.09 the Trustee shall not be responsible for the receipt or application by the Project Company of the proceeds of the issue of any of the Bonds or for the delivery of such Bonds to the persons entitled thereto;
- 19.01.10 the Trustee shall not be liable to the Project Company or any Bondholder by reason of having accepted as valid or not having rejected any Bond purporting to be such and subsequently found to be forged or not authentic;
- 19.01.11 the Trustee shall not (unless ordered so to do by a court of competent jurisdiction) be required to disclose to any Bondholder any confidential financial or other information made available to the Trustee by the Project Company in connection with the trusts of these presents and no Bondholder shall be entitled to take any action to obtain from the Trustee any such information;
- 19.01.12 Whenever there shall be more than two trustees of these presents the majority of such trustees shall be competent to execute and exercise all the powers, trusts, authorities and discretions vested in the Trustee by these presents provided that a trust corporation shall be included in such majority.

19.02 If the Trustee has failed to show the degree of care and diligence required of it under this Trust Deed, nothing in this clause 19.01 shall exempt the Trustee from or indemnify it against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence, wilful default, breach of duty or breach of trust of which it may be guilty in relation to its duties under this Trust Deed.

20.00 TRUSTEE'S POWER TO DELEGATE

20.01 Whenever it thinks fit, the Trustee may delegate by power of attorney or otherwise, to any person or persons or fluctuating body of persons (whether being a trustee of this Trust Deed or not) all or any of the trusts, powers and discretions vested in it by this Trust Deed. Delegation may be made on such terms and subject to such conditions including, (but not limited to),

power to subdelegate and subject to such regulations as the Trustee may think fit.

21.00 APPOINTMENT OF AGENTS BY TRUSTEE

21.01 In the conduct of the trust business, instead of acting personally, the Trustee may employ and pay an agent to transact or concur in transacting any business and to do or concur in doing all acts required to be done by the Trustee, including the receipt and payment of money. Any trustee for the time being of this Trust Deed being a person engaged in any profession or business shall be entitled to all usual professional and other charges, in addition to disbursements for business transacted and acts done by him or her or his or her firm or employer in connection with the trusts of this Trust Deed in connection with matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being engaged in any profession or business.

22.00 TRUSTEE NOT PRECLUDED FROM ENTERING INTO CONTRACTS

22.01 The Trustee (or any director or officer of a corporation acting as trustee of this Trust Deed) shall not be precluded from—

22.01.01 holding any office or employment with the Project Company or any subsidiary its parent company or associated company or any person associated with the Project Company or any subsidiary its parent company or associated company;

22.01.02 underwriting or guaranteeing the subscription of or subscribing for or otherwise acquiring, holding or dealing with the whole or any part of the Bonds or either with or without commission or other remuneration;

22.01.03 entering into any contract of insurance with the Project Company or any subsidiary its parent company or associated company or any person so associated for a premium or other consideration;

22.01.04 otherwise at any time contracting or entering into any contract or any financial or other transaction with the Project Company or any subsidiary its parent company or associated Project Company or any person so associated or being interested in any such contract or transaction; or

22.01.05 accepting or holding the trusteeship of any other trust deed constituting or securing any securities issued by the Project Company or any subsidiary its parent company or associated company or any person so associated and they shall not be liable to account whether to the Project Company or any subsidiary its parent company or associated company or any person so associated or the Bondholders, for any profit made or customary share of brokerage or commission received by them as a result.

23.00 TRUSTEE'S CONSENTS

23.01 Any consent granted by the Trustee pursuant to this Trust Deed may be granted on such terms and subject to such conditions (if any) as the Trustee may in its absolute discretion determine and may be given retrospectively and shall be given or refused as the case may be with reasonable promptness. Any breach of or failure to comply with any of those such terms and conditions by the Project Company shall constitute a breach of this Trust Deed.

23.02 All such consents shall be given by the Trustee in writing under the hand of a General Manager or Assistant General Manager of the Trustee.

24.00 MODIFICATION OF TRUST DEED

24.01 At any time and without the consent or sanction of the Bondholders, the Trustee may concur with the Project Company in making any modification to the Trust Deed which—

- (a) in the opinion of the Trustee, will not be materially prejudicial to the interests of the Bondholders; or
- (b) which is to correct a manifest error; in which case the Project Company shall promptly take all such reasonable steps as the Trustee may require to achieve such modification.

24.02 Any modification to this Trust Deed pursuant to clause 24.01 or Condition 12.00 shall, unless the Trustee otherwise agrees, as soon as practicable thereafter be notified to the Bondholders in accordance with Condition 16.00 and shall be binding upon them.

25.00 WAIVER BY TRUSTEE

25.01 The Trustee may, whenever it thinks fit, unless otherwise previously directed by an Extraordinary Resolution, and on such terms and subject to such conditions as to it shall seem fit—

- 25.01.01 authorise or waive any proposed breach or any breach by the Project Company of any of the terms of this Trust Deed or the Conditions without prejudice to the rights of the Trustee in respect of any subsequent breach of any such terms; and
- 25.01.02 determine that any event which constitutes (or which, with the giving of notice and/or the lapse of time or any other matter would constitute) an event on the happening of which the Bond shall have or may become immediately due and repayable shall not be treated as such for the purposes of this Trust Deed, without prejudice to the rights of the Trustee in respect of any subsequent such event.

26.00 APPOINTMENT OF NEW TRUSTEE

26.01 The statutory power to appoint new trustees of this Trust Deed shall be vested in the Project Company, but no trustee shall be appointed who shall not previously have been approved by an Extraordinary Resolution. A trust corporation may be appointed as sole trustee of this Trust Deed. If there shall be more than one trustee of this Trust Deed one trustee must be a trust corporation. Whenever there shall be more than two trustees of this Trust Deed a majority of such trustees (including in such majority a trust corporation) may exercise all the functions, powers and duties by this Trust Deed vested in the Trustee generally.

27.00 RETIREMENT BY TRUSTEE

27.01 A Trustee may retire at any time, on giving to the Project Company not less than three months' written notice, without assigning any reason and without being responsible for any costs occasioned by such retirement. The Project Company undertakes to use its best endeavours, in the event of the only trustee of this Trust Deed, being a trust corporation, giving notice under this clause or otherwise being removed from office, to procure that a new trustee (being a trust corporation) of this Trust Deed be appointed in accordance with clause 26.00. The retirement or removal of any trustee shall not become effective until a successor trustee (being a trust corporation) is appointed in accordance with clause 26.00.

28.00 COMPANY'S PERFORMANCE COVENANT

28.01 The Project Company hereby covenants with the Trustee that it will duly perform and observe the obligations imposed on it by this Trust Deed and the Conditions.

29.00 BONDHOLDERS ENTITLEMENT TO SUE

29.01 Subject to clause 8.03 each of the Bondholders shall be entitled to sue for the performance and observance of the provisions of this Trust Deed so far as his or her Bond is concerned, except where the Trustee has and exercises a discretion in this Trust Deed and provided that each Bondholder will be bound by any discretion consent or waiver exercised or granted by the Trustee under this Trust Deed.

30.00 DEEMED INCLUSION OF CONDITIONS

30.01 The Conditions to be endorsed on the certificates set out in the First Schedule and the provisions and description in the Second Schedule shall have effect as if such Conditions provisions and descriptions were set out in full in this Trust Deed.

31.00 TRUSTEE MAY ASSUME COMPLIANCE BY THE PROJECT COMPANY

31.01 Except as expressly provided in this Trust Deed, the Trustee shall be and is authorised to assume without enquiry, in the absence of knowledge by, or an express notice to it, to the contrary, that the Project Company is duly performing and observing all the terms of this Trust Deed to be performed and observed by the Project Company.

31.02 Notwithstanding knowledge by, or notice to the Trustee of any breach of any such term it shall be in the discretion of the Trustee whether to take any action or proceedings or to enforce performance until in any such case the Trustee is required to do so by an Extraordinary Resolution or in writing by the holders of not less than one-quarter of the principal amount outstanding on the Bonds and then only if the Trustee shall be indemnified to its satisfaction against all actions, proceedings and claims to which it may render itself liable and all costs, charges, damages and expenses which it may incur by doing so.

32.00 AUDITOR'S CERTIFICATES

32.01 The Trustee may accept without further enquiry a certificate given by the Auditor under clause 18.01.03 that, at any particular time or throughout any specified period, all or any of the covenants or provisions of this Trust Deed have been duly complied with as conclusive evidence of such compliance.

33.00 TRANSFER OF BONDS

33.01 The Project Company will recognise the registered holder of any Bond as the absolute owner and shall not be bound to take notice or see to the execution of any trust, whether express, implied or constructive to which any Bond may be subject. The receipt of the Bondholders or in the case of joint Bondholders the receipt of any of them, for the interest from time to time accruing in respect of it or for any other monies payable on the Bond shall be a good discharge to the Project Company, notwithstanding any notice it may have, whether express or otherwise, of the right, title, interest or claim of any other person to or in such Bond, interest or monies. No notice of any trust, express, implied or constructive shall be entered on the Register in respect of any Bond.

33.02 Every Bondholder will be recognised by the Project Company as entitled to his or her Bond free from any equity, set-off or counter-claim on the part of

the Project Company against the original or any intermediate holder of the Bond.

- 33.03 The Bonds may only be transferred in integral multiples of \$10,000.00 nominal value, by instrument in writing in the usual common form or such other form as the Trustee may approve.
- 33.04 Every instrument of transfer must be signed by the transferor (or where the transferor is a corporation, given under its common seal) and the transferor shall be deemed to remain the owner of the Bond to be transferred until the name of the transferee is entered in the Register in respect of that Bond.
- 33.05 Every instrument of transfer must be left for registration at the place where the Register shall for the time being be kept, accompanied by the Certificate for the Bond to be transferred and such other evidence as the Registrar may reasonably require to prove the title of the transferor or his or her right to transfer the Bond and, if the instrument is executed by some other person on his or her behalf, the authority of the person to do so.
- 33.06 All instruments of transfer which shall be registered will be retained by the Registrar.
- 33.07 The executors or administrators of a deceased Bondholder (not being one of several joint Bondholders) and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint Bondholders, shall be the only persons recognised by the Project Company as having any title to such Bond.
- 33.08 Any person becoming entitled to Bonds in consequence of death or bankruptcy of the holder of such Bonds may, on producing such evidence that he or she sustains the character in respect of which he or she proposes to act under this clause or of his or her title as the Trustee shall think sufficient, be registered himself or herself as the holder of such Bonds, or subject to the preceding paragraphs as to the transfer may transfer such Bonds. The Trustee may retain the interest payable upon any Bond which any person under this paragraph is entitled to transfer until such person shall either be so registered or shall duly transfer the Bond. In the meantime the Trustee shall deposit such interest with a commercial bank in the name of the Trustee but shall not be responsible for the safe custody of such monies or for interest thereon and the Trustee shall be entitled to deduct the expenses incurred by it in arranging such deposit.

34.00 CANCELLATION OF BONDS

- 34.01 All Bonds repaid by the Project Company or which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 13.00 and all Bonds purchased beneficially by or for the account of the Project Company shall be cancelled forthwith by or on behalf of the Project Company and the Project Company shall procure that a certificate stating—
- (a) the amounts paid in respect of such Bonds so repaid, purchased and so cancelled; and
 - (b) the serial numbers of such Bonds; and
 - (c) the series numbers of the Bonds, so surrendered and replaced;
- shall be given to the Trustee by the Project Company or the Paying Agent as soon as reasonably possible after the date of such repayment, replacement or purchase, (as the case may be) and in any event not more than three months thereafter. Such certificate may be accepted by the Trustee as conclusive evidence of repayment or replacement or such

purchase and cancellation *pro tanto* of the Bonds or of payment of interest thereon.

35.00 FURTHER ASSURANCE

35.01 The Project Company shall at any time if and when required by the Trustee execute such further legal or other mortgages charges or assignments in favour of the Trustee as the Trustee shall from time to time require over all or any of the Charged Assets to secure all monies obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Assets or the exercise of the powers conferred on the Trustee such further mortgages charges or assignments to be prepared by or on behalf of the Trustee at the cost of the Project Company and to contain an immediate power of sale without notice and such other clauses for the benefit of the Trustee as the Trustee may reasonably require.

36.00 MISCELLANEOUS

36.01 No failure or delay by the Trustee in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

36.02 Each of the provisions of this Trust Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

36.03 This Trust Deed shall be enforceable notwithstanding any change in the constitution of the Trustee or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person.

36.04 Any liability or power which may be exercised or any determination which may be made hereunder by the Trustee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

36.05 The Project Company hereby certifies that neither the execution of this Trust Deed nor the creation of the charge herein mentioned contravenes any of the provisions of the Memorandum and Articles of Association of the Project Company or any agreement binding on it.

36.06 Any change in the constitution of the Trustee or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder.

37.00 NOTICES

37.01 Any notice or demand for payment by the Trustee hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Project Company if served on any one of the Directors or on the Secretary of the Project Company or if delivered or sent by letter post telex or telecopier to the Project Company at its registered office for the time being or such other address as the Project Company may advise the Lender in writing. Any such notice or demand sent by letter post shall be deemed to have been served on the addressee at 10 a.m. on the third succeeding Business Day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice of demand was properly addressed and posted. Any notice or

demand sent by telex or telecopier on a Business Day shall be deemed to have been served at the time of dispatch. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Project Company if signed by an officer of the Trustee.

38.00 POWER OF ATTORNEY

38.01 The Project Company by way of security hereby irrevocably appoints the Trustee and the persons deriving title under it and separately any receiver or manager appointed hereunder severally to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Trustee may require for perfecting its title to or for vesting the Charged Assets in the Trustee or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in clause 35.00 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realisation or getting in of the Charged Assets or any part thereof in connection with any other exercise of any power hereunder and this appointment shall operate as a power of attorney made The Conveyancing and Law of Property Ordinance Chapter 64 of the Revised Laws of Grenada, 1990. The Project Company hereby covenants with the Trustee and separately with any such receiver and manager to ratify and confirm any deed document act and thing and all transactions which any such attorney may lawfully execute or do.

39.00 GOVERNING LAW

39.01 The Trust Deed and the Bonds are governed by and shall be construed in accordance with the laws of Grenada.

In witness whereof the Common Seal of the Project Company was hereunto affixed the day and year first hereinabove written and the Common Seal of the Trustee was hereunto affixed the day of 1997.

The Common Seal of NATIONAL STADIUM PROJECT (GRENADA CORPORATION was hereunto affixed by order and authority of the Board of Directors and in conformity with the Articles of Association and signed by them in the presence of:

And of me,
Attorney at Law

The Common Seal of CLICO INVESTMENT BANK LIMITED was hereunto affixed by its Secretary in the presence of one of the Directors of the Company by order and authority of the Board of Directors and in conformity

with the Articles of Association and signed by them in the presence of:

And of me,
Attorney at Law

THE FIRST SCHEDULE PART A

Form of Floating Rate Bond Certificate

Certificate No
Nominal Amount of Bonds \$

NATIONAL STADIUM PROJECT (GRENADA) CORPORATION
(Incorporated in Grenada under the Companies Act 1994)
Secured Floating Rate Bonds

This is to certify that is/are the registered holder(s) of the above mentioned Original Bonds in the principal amount of \$ which are constituted and secured by a Trust Deed dated the day of 1997 (the "Trust Deed") made between National Stadium Project (Grenada) Corporation (the "Project Company") of the one part and Clico Investment Bank Limited as Trustee for the Bondholders and as such the Bonds are issued with the benefit of, and subject to the provisions contained in the Trust Deed and the Conditions endorsed hereon.

Interest is payable on the Bonds represented by this Certificate half-yearly in arrear at the rate per annum and in accordance with the Conditions endorsed hereon.

Issued pursuant to the Memorandum and Articles of Association of the Project Company and created by a resolution of the Board of Directors of the Project Company passed on the day of 1997 and

EXECUTED under the Common Seal of the Project Company.

DATED this day of 1997

The Common Seal of NATIONAL STADIUM PROJECT (GRENADA) CORPORATION was hereunto affixed by order and authority of the Board of Directors and in conformity with the Articles of association and signed by them in the presence of:

The Bonds may only be transferred in integral multiples of US\$10,000.00 nominal. No transfer of any part of the Bond represented by this Certificate will be registered, unless it is accompanied by this Certificate.

THE FIRST SCHEDULE PART B

TERMS AND CONDITIONS OF THE BONDS

(being part of the First Schedule above referred to)

- A. The US\$23,000,000.00 Floating Rate Bonds (the "Bonds") of National Stadium Project (Grenada) Corporation are being issued in one maturity 2012. The Bonds are in registered transferable form without interest coupons attached. The Bonds are constituted by a Trust Deed (the "Trust Deed")

between the Project Company and Clico Investment Bank Limited (the “Trustee”) as trustee for the holders of the Bonds (the “Bondholders”).

- B. Clico Investment Bank Limited is the initial Paying Agent (the “Paying Agent”) and Registrar (the “Registrar”) for the Bonds. Copies of the following documents are available for inspection at the registered office for the time being of the Trustee (being at the date hereof 1 Rust Street, St. Clair) namely—
- (i) The Trust Deed;
 - (ii) The Paying Agency Agreement;
 - (iii) The Subscription Agreement;
 - (iv) Memorandum and Articles of Association of the Project Company.
- C. The statements set out in these Conditions include summaries of, and are subject to, the provisions of the Trust Deed. The Bondholders are entitled to the benefit of, and are deemed to have notice of all the provisions of the Trust Deed, the Paying Agency Agreement and the Bonds, all of which are binding on them.

1.00 DEFINITIONS

1.01 In these Conditions—

- 1.01.01 Expressions defined in the Trust Deed shall have the same meaning whenever they appear herein.
- 1.01.02 “Event of Default” means any event of default referred to in clause 6.00 of the Trust Deed.
- 1.01.03 “Interest Payment Date” means the 1st day of June, and the 1st day of December in each year.
- 1.01.04 “Interest Period” means the period from the 1st day of January, 2001 to the 30th day of June, 2001 and thereafter from the 1st July to the 31st December and from the 1st day of January to the 30th day of June in each year inclusive of both the first and last dates until the Bonds are finally repaid.
- 1.01.05 “Business Day” means a day on which Commercial Banks are open for business in Trinidad and Tobago.

2.00 TITLE AND DENOMINATION

- 2.01 Title to the Bonds will pass upon registration of a proper instrument of transfer accompanied by the relative Certificate delivered to the Registrar. The Project Company the Trustee and the Paying Agent may treat the registered Bondholder(s) of any Bond as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notice of ownership or writing on the Certificate thereof or any notice of previous loss or theft or of trust or other interest therein) and the register of Bondholders shall in the absence of wilful default, bad faith and manifest error) at all time be conclusive evidence of the amount of Bonds held by each Bondholder for the purpose of making payment and for all other purposes.
- 2.02 The Bonds, which are serially numbered, are issued in the denominations of TT\$10,000.00 each or integral multiples thereof without interest accruing.

3.00 STATUS

- 3.01 The Bonds are direct unconditional and secured obligations of the Project Company and will rank *pari passu* without any preference among themselves.

3.02 The Bonds are eligible for inclusion in the Statutory Fund of Insurance Companies in Trinidad and Tobago.

4.00 SECURITY

4.01 The due payment of the principal and the interest in respect of the Bonds (and all monies payable by the Project Company under the Trust Deed) is secured in manner set out in clause 7.00 of the Trust Deed.

5.00 INTEREST

5.01 Accrual of Interest

5.01.01 The Bonds will bear interest from and including the Interest in respect of each Bond will accrue from day to day and will cease to accrue from the due date for repayment thereof unless, upon due presentation, payment of principal is improperly withheld or refused.

5.02 Interest Payment Dates and Interest Periods

5.02.01 Interest in respect of the Bonds is payable on each Interest Payment Date in respect of the Interest Period ending on the day immediately preceding such date.

5.02.02 If, as determined on the relevant Interest Determination Date (as hereinafter defined) the applicable Interest Payment Date would otherwise fall on a day which is not a Business Day it shall be postponed to the next succeeding day which is a Business Day.

5.03 Rate of Interest

5.03.01 For the purpose of determining the rate of interest payable in respect of the Bonds at three year intervals commencing immediately after three years from the date of the Bonds, the Project Company has entered into an agreement (the "Paying Agency Agreement") with Clico Investment Bank Limited (the "Paying Agent").

5.03.02 The Rate of Interest ("the Rate of Interest") from time to time payable in respect of the Bonds other than in respect to the first three years of the Bonds shall be determined by the Paying Agent on the basis of the following provisions —

- (a) On each "Interest Determination Date" namely the second Business Day prior to the commencement of the Interest Period for which such rate will apply and in respect of each three year interval, the Paying Agent will scrutinise the Wall Street Journal to determine the yield on ten year US Treasuries on the Interest Determination Date in question;
- (b) The Rate of Interest for the ensuing triennial Period shall be a minimum of eleven per cent (11%) but a maximum calculated as follows: for every one per cent (1%) increase in the yield on Ten year US Treasuries over the immediately preceding triennial period the rate will rise ninety (90) basis points or point nine per cent (.9%).

5.03.03 The Rate of Interest in respect of the first three years of the Bond shall be Eleven per cent (11%) per annum and thereafter will be determined at three year intervals in accordance with Conditions 5.03.01 to 5.03.02 inclusive.

5.04 Determination of Interest Amount

- 5.04.01 The Paying Agent shall as soon as practicable prior to the commencement of the Interest Period but in any event not later than the fourth Business Day, determine the amount of interest payable on each Interest Payment Date in respect of the principal amount of the Bonds (the "Interest Amount") for such period.
 - 5.04.02 The Interest Amount shall be calculated by applying the Rate of Interest to the principal amount outstanding multiplying such sum by the actual number of days in the Interest Period concerned divided by 365 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).
 - 5.04.03 The Trustee shall, if the Paying Agent does not at any material time for any reason determine the interest amounts in accordance with 5.04.01 above, determine the Interest Amounts and such determination shall be deemed to be a determination thereof by the Paying Agent.
- 5.05 Notification of Rate of Interest
- 5.05.01 The Paying Agent shall cause notice of the amount of interest payable for each Interest Period, together with the relative Interest Payment Date, to be given to the Project Company and the Trustee as soon as practicable after determination thereof but in no event later than the fourth Business Day after the commencement of the Interest Period.
 - 5.05.02 The Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the relevant Interest Period or of manifest error.
 - 5.05.03 The Paying Agent shall provide to all Bondholders upon request notification of the Interest Payment Date in respect of each Interest Period once the same has been established but shall not be required to give notice thereof in manner provided in Condition 16.00.
- 5.06 Notification, etc., to be fixed
- 5.06.01 All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5.06, whether by the Paying Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Project Company, the Trustee the Paying Agent and all Bondholders and (in the absence as aforesaid) no liability to the Bondholders shall attach to the Paying Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions.
- 5.07 Interest ceasing to accrue
- 5.07.01 Interest on any Bond becoming liable to redemption shall cease to accrue immediately after the due date for redemption of such Bond unless (on the Bondholder demanding on or after the date and at the place fixed for redemption of such Bond payment of the redemption monies payable on that Bond and tendering the Certificate for that Bond and a receipt for or form of authority as to payment of the redemption monies, duly signed and

authenticated in such manner as the Paying Agent may reasonably require) payment of the redemption monies shall be refused.

6.00 REPAYMENT PURCHASE AND CANCELLATION

- 6.01 Unless previously redeemed pursuant to these conditions or purchased and cancelled the Project Company will redeem the Bonds at their principal amount by thirty (30) equal successive semi-annual payments payable on the 30th June and 31st December in each and every year the first of such payments to be made on the 30th day of June, 2002 so that the principal amount due thereunder shall be repaid not later than the Interest Repayment Date occurring in December 2012.
- 6.02 If the date hereby fixed for payment of any instalment of principal falls on a date which is not a Business Day it shall be postponed to the next day which is a Business Day.
- 6.03 The Project Company shall be at liberty at any time after the five years from the date of the Trust Deed to repay all or part only of the principal amount then owing under the Bonds as specified in the notice on the following conditions—
- 6.03.01 that the Project Company shall give to the Trustee, the Paying Agent and the Bondholders three months prior written notice in accordance with Condition 16.00 of the Company's intention to repay all or part as the case may be, of the balance of the principal amount then owing under the Bonds;
- 6.03.02 that that notice shall expire on any of the dates fixed under Condition 6.01 for payment of instalments of principal and that in default of proper notice the Project Company shall pay three months interest in lieu of notice;
- 6.03.03 where there is a partial repayment of principal, the multiples of T.T. \$10,000.00;
- 6.03.04 that where the Project Company gives notice in accordance with paragraphs 6.03.01 and 6.03.02 of this Condition 6.03 of repayment, then upon expiration of the notice, the Project Company shall repay to the Paying Agent the principal amount stated in the notice and shall also pay to the Paying Agent interest accrued due up to the Interest Period ending on the day immediately preceding the date of repayment of principal;
- 6.03.05 the partial payments shall be applied against the instalments of principal then unpaid in inverse order of maturity and the partial payment shall not otherwise affect the obligations of the Project Company to make normal instalment payments of principal;
- 6.03.06 the amount of that partial repayment shall be applied proportionately to the amount of the Bonds to be repaid held by each registered Bondholder in the same proportion as the total amount being repaid bears to the amount that would be required to repay the same Bonds in full on the date the partial repayment is to be effected and all registered holders of Bonds to be repaid will be required to surrender their Bonds and in exchange shall receive payment of the amount being repaid to them and replacement Bonds for the balance of the principal due to them. Notice of the date fixed for repayment and exchange of Bonds will be published in accordance with Condition 16.00 not less than thirty days before such date;

6.03.07 interest will cease to accrue in respect of amounts partially repaid notwithstanding any non surrender of Bonds for whatever reason and in such an event, any monies (representing partial repayments) not collected by Bondholders will be held to their order by the Paying Agent free of interest until validly claimed and paid over.

6.04 Subject to the provision of this Condition 6.00 the Project Company may at any time purchase beneficially or procure others to purchase beneficially for its account Bonds in the open market or by tender (available to Bondholders alike) or by private treaty.

6.05 Where the Bonds are listed on the Stock Exchange, the Project Company shall in purchasing of Bonds comply with the regulations of the Stock Exchange.

6.06 All bonds which are redeemed or purchased by or on behalf of the Project Company will forthwith be cancelled and, accordingly, may not be re-issued or re-sold.

7.00 TRANSFER OF BONDS

7.01 The Bonds may only be transferred in integral multiples of \$10,000.00 nominal value, by instrument in writing in the usual common form or such other form as the Trustee may approve.

7.02 Every instrument of transfer must be signed by the transferor (or where the transferor is a corporation, given under its common seal) and the transferor shall be deemed to remain the owner of the Bond to be transferred until the name of the transferee is entered in the Register in respect of that Bond.

8.00 METHOD OF PAYMENT

8.01 Notice of the date fixed for repayment of the principal sums will be published not less than 30 days before such date in accordance with Condition 16.00.

8.02 Payment of the principal amounts in respect of the Bonds will only be made against presentation and surrender of the Bond Certificate at the Specified Office of the Paying Agent but the Trustee may dispense with the production of a Certificate in any particular case on such indemnity being given as it shall think fit.

8.03 Payments in respect of the principal and/or interest will be made by cheque drawn on a Bank in Trinidad and Tobago. Cheques in respect of principal and interest payments will be mailed to Bondholders at the address appearing in the register of Bondholders.

8.04 All payments of principal and interest in respect of the Bonds will be subject to any applicable fiscal and other laws.

8.05 On payment under any of the provisions of clauses 9.00 and 10.00 of the Trust Deed the Paying Agent shall cause the Certificate to be cancelled and a new Certificate re-issued for the remaining principal amount due on the Bond and in the case of payment in full shall cause such Certificate to be cancelled in full.

9.00 TERMINATION AND APPOINTMENT OF NEW PAYING AGENT(S)

9.01 The Project Company may, with the prior approval of the Trustee where the same person is Trustee and Paying Agent vary or terminate the appointment of the Paying Agent and/or appoint additional Paying Agent(s) and/or approve any change in the specified office of any Paying Agent, provided that so long as any of the Bonds remain outstanding the Project Company

will maintain a Paying agent with a specified office in Trinidad and Tobago.

- 9.02 In the event of any such variation termination, appointment or change in specified office, notice thereof will be given by the Project Company to the Bondholders in accordance with Condition 16.00.

10.00 DEFAULT

- 10.01 The Bonds shall become immediately due and repayable together with accrued interest and the security contained by clause 7.00 shall become immediately enforceable, if any Event of Default occurs and the Trustee so determines or is requested in writing by Bondholders together holding at least one-quarter in principal amount of the Bonds outstanding or is requested by an Extraordinary Resolution to demand repayment.
- 10.02 At any time after the Bonds shall have become immediately due and repayable, the Trustee (to the exclusion of the Bondholders) may, at its discretion, and shall, on the request in writing of the Bondholders holding not less than at least one-quarter of the principal amount of the Bonds outstanding or, if so requested by Extraordinary Resolution (but, in either case, subject to the Trustee being indemnified to its satisfaction against all proceedings, claims and demands to which the Trustee may be liable and all costs, charges and expenses which may be incurred by the Trustee in connection therewith), and without notice take such proceedings against the Project Company.
- 10.03 No Bondholders shall in any circumstances be entitled to any remedy (whether by way of action, petition or otherwise howsoever) for the recovery of any Bond or any part thereof or any interest therein, unless the Trustee, having become bound to take proceedings in accordance with this Trust Deed, fails to do so within a reasonable time and such failure shall be continuing. In that case any Bondholders may, on giving the Trustee an indemnity satisfactory to the Trustee against all proceedings claims and demands to which it may be liable and all costs charges and expenses which may be incurred by it in connection therewith, in the name of the Trustee (but not otherwise) himself or herself either take such proceedings against the Project Company or prove in the winding-up of the Project Company. In such event such Bondholders may only demand payment to be made to the Trustee for the benefit of all the Bondholders of the relevant series of Bonds and the Trustee shall apply any monies so received in the manner provided in this Trust Deed.
- 10.04 Subject to Condition 10.03, each of the Bondholders shall be entitled to sue for the performance and observance of the provisions of this Trust Deed so far as his or her Bond is concerned, except where the Trustee has and exercises a discretion in the Trust Deed and provided that each Bondholder will be bound by any discretion consent or waiver exercised or granted by the Trustee under this Trust Deed.

11.00 PRESCRIPTION

- 11.01 Each Bond shall become void unless presented for payment within twelve years after the date on which such payment first becomes due.

12.00 MODIFICATION OF TERMS AND CONDITIONS

- 12.01 The Second Schedule of the Trust Deed contains provisions for convening meetings of the Bondholders to consider any matters affecting their interest, including the modification by Extraordinary Resolution of these Conditions or the provisions of the Trust Deed.

- 12.02 The quorum at any meeting for passing an Extraordinary Resolution will be persons holding or representing not less than a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two (2) persons being Bondholders present whether in person or by proxy, whatever the principal amount of the Bonds held or represented by them. Any resolution duly passed at any such meeting shall be binding on all the Bondholders, whether present or not.
- 12.03 The Trustee may agree, without the consent of the Bondholders, to any modification of, or to any waiver or authorisation of any breach or proposed breach of any provision of, the Trust Deed which, in the opinion of the Trustee, is not materially prejudicial to the interest of the Bondholders or to any modification which is of a formal or technical nature or which is made to correct a manifest error.
- 12.04 Any such modification, waiver or authorisation shall be binding on the Bondholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Bondholders as soon as practicable thereafter in accordance with Condition 16.00.

13.00 REPLACEMENT OF BOND CERTIFICATES

- 13.01 If a Bond Certificate is mutilated, defaced, destroyed, stolen or lost it may, and shall in the case of mutilation or defacement, upon the surrender of the mutilated or defaced Bond, be replaced at the specified office of the Registrar on payment of such costs as may be incurred in connection therewith and, in the case of destruction, theft or loss, on such terms as to evidence and indemnity as the Project Company may reasonably require.

14.00 INDEMNIFICATION OF THE TRUSTEE

- 14.01 The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Project Company, without accounting for any profit resulting therefrom or disclosing to the Bondholders any confidential information which is thereby obtained.

15.00 FURTHER ASSURANCE

- 15.01 The Project Company shall at any time if and when required by the Trustee execute such further legal or other mortgages charges or assignments in favour of the Trustee as the Trustee shall from time to time require over all or any of the Charged Assets to secure all monies obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Assets or the exercise of the powers conferred on the Trustee such further mortgages charges or assignments to be prepared by or on behalf of the Trustee at the cost of the Project Company and to contain an immediate power of sale without notice and such other clauses for the benefit of the Trustee as the Trustee may reasonably require.

16.00 NOTICES

- 16.00 All notices to the Bondholders will be valid if published in a daily newspaper published in Port of Spain. Such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

17.00 GOVERNING LAW

- 17.01 The Trust Deed, and the Bonds are governed by and will be construed in accordance with the laws of the State of Grenada and the Grenadian courts will have jurisdiction in connection with the Trust Deed and the Bonds.

PAYING AGENT AND REGISTRAR

CLICO INVESTMENT BANK LIMITED

and/or such other or further Paying Agent(s) or Registrars for the Bonds as may from time to time be appointed by the Project Company with the approval of the Trustee and notice of whose appointment is given to the Bondholders within 14 days thereafter in accordance with Condition 16.00.

THE SECOND SCHEDULE ABOVE REFERRED TO

Provisions for Meetings of Bondholders

1.
 - (i) A Bondholder may by an instrument in writing in the English language (hereinafter called a “form of proxy”) signed by the Bondholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, appoint any person (hereinafter called a “proxy”) his or her or its proxy to act on his or her or its behalf in connection with any meeting or proposed meeting of the Bondholders of the relevant series of Bonds.
 - (ii) Any Bondholder of Bonds which is a corporation may by resolution of its directors or other governing body authorise any person to act as its representative (hereinafter called a “representative”) in connection with any meeting or proposed meeting of the Bondholders of the relevant series of Bonds.
 - (iii) Any proxy appointed pursuant to subparagraph (i) above or representative appointed pursuant to subparagraph (ii) above shall so long as such appointment remains in force be deemed, for all purposes in connection with any meeting or proposed meeting of the Bondholders specified in such appointment, to be the holder of the Bonds to which such appointment relates and the holder of the Bonds shall be deemed for such purposes not to be the Bondholder.
2. The Trustee or the Project Company at any time may, and the Trustee (subject to its being indemnified to its satisfaction against all costs and expenses thereby occasioned) upon a request in writing of Bondholders holding not less than one-tenth of the principal amount of the relevant series of Bonds for the time being Outstanding shall, convene a meeting of Bondholders. Whenever the Project Company is about to convene any such meeting it shall forthwith give notice in writing to the Trustee of the day, time and place thereof and of the nature of the business to be transacted thereat. Every meeting shall be held at such place as the Trustee may agree.
3. At least twenty-one days’ notice (exclusive of the day on which the notice is given and the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the Bondholders of the relevant series of Bonds. A copy of the notice shall be given to the Trustee unless the meeting shall be convened by the Trustee and a copy shall be given to the Project Company unless the meeting shall be convened by the Project Company. Such notice shall specify the general nature of business to be transacted at the meeting thereby convened and shall be given in the manner provided in these presents but (except in the case of an Extraordinary Resolution) it shall not be necessary to specify in such notice the form of any resolution to be proposed. Such notice shall also include a statement to the effect that the Bondholders of the relevant series may appoint proxies by executing and delivering a form of proxy to the specified office of the Registrar not later than 48 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or governing body.

4. A person (who may, but need not, be a Bondholder of the relevant series) nominated in writing by the Trustee shall be entitled to take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for the holding of such meeting the Bondholders of the relevant series present shall choose one of their number to be Chairman and failing such choice the Project Company may appoint a Chairman.
5. At any such meeting two or more persons present holding Bonds of the relevant series being proxies or representatives and holding or representing in the aggregate one-fiftieth of the principal amount of the Bonds of the relevant series for the time being Outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the business. The quorum at any such meeting for the passing of any Extraordinary Resolution shall, (subject as provided below), be two or more persons present holding Bonds of the relevant series or being proxies or representatives and holding or representing in the aggregate not less than a clear majority in principal amount of the Bonds for the time being Outstanding provided that for the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution) namely—
 - (i) modification of the dates (if any) fixed for repayment of the Bonds of the relevant series;
 - (ii) reduction or cancellation of any part of the amount of principal or premium payable on the Bonds of the relevant series;
 - (iii) modification of the dates of payment or the amounts payable in respect of interest or the method of determining the amounts payable in respect of interest on the Bonds of the relevant series;
 - (iv) alteration of the majority required to pass an Extraordinary Resolution; and
 - (v) alteration of this proviso or the proviso to paragraph 6 below, the quorum shall be two or more persons present holding Bonds of the relevant series or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the principal amount of the Bonds of the relevant series for the time being Outstanding.
6. If within fifteen minutes from the time appointed for any meeting of Bondholders of the relevant series a quorum is not present, the meeting shall, if convened upon the request of Bondholders, be dissolved. In any other case it shall stand adjourned to such day, time and place, being not less than twenty-eight nor more than forty-two days thereafter, as may be appointed by the chairman and at such adjourned meeting two or more persons present holding Bonds or being proxies or representatives (whatever the principal amount of the Bonds held or represented by them) shall (subject as provided below) form a quorum and have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which, had there been a quorum, could properly have been dealt with at the meeting from which the adjournment took place. Provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to paragraph 5 above, the quorum shall be two or more persons present holding Bonds or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Bonds for the time being Outstanding.
7. At least twenty-one days' notice exclusive of the day on which the notice is given and the day on which the meeting is held of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in manner provided by these presents and such notice shall (except in cases where the proviso to paragraph

6 above shall apply when it shall state the relevant quorum) state that two or more persons present holding Bonds or being proxies or representatives at the adjourned meeting will form a quorum for all purposes.

8. The chairman may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Subject as provided in paragraph 7 above it shall not be necessary to give to the Bondholders notice of an adjourned meeting unless the meeting has been adjourned *sine die*.
9. Every question submitted to a meeting of Bondholders shall be decided in the first instance by a show of hands and in the case of an equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he or she may be entitled as the holder of a Bond or as a proxy or as a representative.
10. At any meeting of Holders, unless (before or on the declaration of the result of the show of hands) a poll is demanded by the chairman or by one or more persons present holding Bonds or being proxies or representatives and holding or representing not less than one-hundredth part of the principal amount of the Bonds for the time being Outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of such fact.
11. If at any such meeting a poll is so demanded, it shall be taken in such manner and either at once or after an adjournment as the chairman shall direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
12. Any poll demanded at any such meeting on the election of a chairman or any question of adjournment shall be taken at the meeting without adjournment.
13. (A) The Trustee and its legal advisers and any director or duly authorised representative of a corporation being a trustee of these presents and any Director and legal adviser of the Project Company and any other person authorised in that behalf by the Trustee or the Project Company may attend and speak at any such meeting. Without prejudice to paragraph (ii) of the Proviso to the definition of "Outstanding Bonds" in Clause 1.00 of the Trust Deed no person shall be entitled to attend (except as provided above) and vote at any meeting of the Bondholders or join with others in requesting the convening of such a meeting or to exercise the rights conferred on the Bondholders by Clause 6 of the Trust Deed or Condition 10.00 unless he or she is a proxy or a representative or is the holder of a Registered Bond or Registered Bonds. Nothing herein contained shall prevent any of the proxies named in any form or proxy or representative from being an officer or representative of or otherwise connected with the Project Company.

(B) Subject as provided in subparagraph (A) above at any such meeting (a) on a show of hands every person who is present in person and is a holder of Registered Bonds or is a proxy or representative shall have one vote and (b) on a poll every such person shall have one vote in respect of each TT\$50,000.00 principal amount of Bonds in respect of which he or she is a proxy or representative or in respect of which he or she is the holder. Without prejudice to the obligations of the proxies named in any form of proxy any person who is entitled to more than one vote need not use all his or her votes or cast all the votes to which he or she is entitled in the same way. In the case of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders and for this purpose,

seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.

(C) Fractions of votes will be counted.

14. The proxies named in any form of proxy and representatives need not be holders of the relevant series of Bonds.
15. Each form of proxy shall be deposited at such place as the Trustee shall approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named proposed to vote and in default the form of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each such form of proxy and satisfactory proof as aforesaid if applicable shall be deposited with the Trustee (if so required by the Trustee) before the commencement of the meeting or adjourned meeting but the Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxies named in any such form of proxy.
16. Any vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous revocation or amendment of the form of proxy or of any of the Bondholders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment shall have been received by the Paying Agent at its specified office (or such other place as may have been approved by the Trustee for the purpose) by the time being 48 hours before the time appointed for holding the meeting or adjourned meeting at which the form of proxy is to be used.
17. The Bondholders shall in addition to all other powers have the following powers exercisable by Extraordinary Resolution only, namely—
 - (A) Power to sanction any modification, variation, abrogation or compromise of, or any arrangement in respect of, the rights of the Bondholders against the Project Company whether such rights shall arise under these presents or otherwise.
 - (B) Power to assent to any modification of the provisions contained in these presents, or the Bonds which shall be proposed by the Project Company or the Trustee.
 - (C) Power to approve any person proposed to be appointed as a new trustee and power to remove any trustee or trustees of these presents.
 - (D) Power to authorise and empower the Trustee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution.
 - (E) Power to agree to the release or exoneration of any Trustee from any liability in respect of anything done or omitted to be done by such Trustee before the giving of such release or exoneration and for which such Trustee may have become responsible under these presents.
 - (F) Power to give any sanction, direction or request which under the provisions of these presents or the Bonds is required to be given by Extraordinary Resolution.
 - (G) Power to appoint any persons (whether Bondholders or not) as a committee or committees to represent the interests of the Bondholders and to confer upon such committee or committees any powers or discretions which the Bondholders could themselves exercise by Extraordinary Resolution.
 - (H) Power to sanction any scheme for the reconstruction of the Project Company or for the amalgamation of the Project Company with any other company.

- (I) Power to sanction any scheme or proposal for the sale or exchange of the Bonds or for the conversion of the Bonds into shares, stock, debentures, debenture stock or other obligations or securities of the Project Company or any other company formed or to be formed or cash or partly for or into such shares, stock, debentures, debenture stock or other obligations or securities as aforesaid and partly for or into cash and for the appointment of some person with power on behalf of the Bondholders to execute an instrument of transfer of the Bonds held by them in favour of the person to or with whom the Bonds are to be sold or exchanged respectively:

Provided that the provisions contained in Clauses 6.00, 7.00 and 9.00 of the Trust Deed and in this proviso shall not be capable of modification by Extraordinary Resolution.

18. A vote given in accordance with an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, so long as no intimation in writing of such death, insanity or revocation shall have been received by the Project Company before the commencement of the meeting or adjourned meeting or the taking of the poll at which the proxy is used.
19. An Extraordinary Resolution passed at a meeting of the Bondholders of the relevant series of Bonds duly convened and held in accordance with these presents shall be binding upon all the Bondholders whether present or not at such meeting and each of the Bondholders shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
20. The expression "Extraordinary Resolution" when used in these presents means a resolution passed at a meeting of the Bondholders of the relevant series of Bonds duly convened and held in accordance with the provisions contained in this Schedule by the majority consisting of not less than three-quarters of the votes cast thereon.
21. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Project Company and any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or matters transacted or by the chairman of the next succeeding meeting of the Bondholders, shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly convened and held and all resolutions passed or matters transacted thereat to have been duly passed and transacted.
22. A resolution in writing signed by or on behalf of all the Bondholders or by or on behalf of all the registered holders of any series of the Bonds shall for all purposes of this Trust Deed be as valid and effective as an Extraordinary Resolution passed at a meeting of the Bondholders (or of the holders of the Bonds of the relevant series, as the case may be) duly convened and held. The resolution in writing may be contained in one document or in several documents in or substantially in like form each signed by or on behalf of one or more of the relevant Bondholders.
23. Subject to the provisions contained in this Schedule, the Trustee may without the consent of the Bondholders of the relevant series of Bonds prescribe such further regulations regarding the holding of meetings of Bondholders and attendance and voting thereat as it may in its discretion determine.

24. If a resolution will affect some but not all of the Original Bonds then in relation only to such resolution and any meeting convened or to be convened solely for the purpose of considering and if thought fit, passing such resolution, the holders of any Bonds that will be unaffected by such resolution shall be deemed not to be Holders by virtue only of their holding such Bonds and such Bonds shall be deemed not to be outstanding for the purposes of the provisions contained in this Schedule. The question whether any Bonds will or will not be affected by a particular resolution shall be decided by the Trustee whose decision shall in absence of fraud or bad faith, be final and conclusive.

Third Schedule

GRENADA NATIONAL STADIUM (DEVELOPMENT AND FINANCING) ACT

Stadium Land Area

[Section 2.]

GRENADA

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made the day of 1997

BETWEEN

THE MINISTER OF FINANCE for and on behalf of THE GOVERNMENT OF GRENADA (hereinafter called “the Government”) of the First Part;

I.C.S. (GRENADA) LIMITED a company incorporated under the Companies Act, 1994, of Grenada with its registered office situate at 6 Camerhogne House, Church Street, St George’s, Grenada (hereinafter called “the Developer”) of the Second Part;

CLICO INVESTMENT BANK LIMITED a Company incorporated under the Companies Ordinance Chap 31 No. 1 of the Laws of Trinidad and Tobago and having its registered office at 1 Rust Street, St. Clair, Port of Spain in the Island of Trinidad hereinafter called “the Financing Agent”) of the Third Part; and

NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a company incorporated under the Companies Act 1994 of Grenada with its registered office situate at 6 Camerhogne House, Church Street, St George’s, Grenada (hereinafter called “the Project Company”) of the Fourth Part.

Whereas consequent upon discussions between Imbert Construction Services Limited (hereinafter called “ICSL”) and representatives of the Government the ICSL by letter dated 1st November, 1996, presented to the Government a proposal (hereinafter referred to as “the Proposal” which term shall include the amendments and modifications hereinafter referred to) dated November, 1996, for the design, financing and construction (hereinafter collectively referred to as “the Development”) of a sporting complex at Queen’s Park (hereinafter referred to as “the Property”) on the Western Main Road, including a football, cricket and athletics facilities in accordance with the design specifications set out in the Proposal as amended or modified by the Indicative term Sheet dated 17th November, 1996, submitted by the Financing Agent, by ICSL’s letter dated 23rd December, 1996 and by the Contract documents (as hereinafter defined).

And whereas the Government by letter dated 24th December, 1996, agreed to award the contract for the Development of the Works to the Developer subject to agreement on

the scope of the Works (as hereinafter defined) and the contract price for the Development thereof.

And whereas the Developer intends to finance the carrying out of the Works by means of finance provided by the Financing Agent.

And whereas the Project Company and the Financing Agent have entered into an agreement (hereinafter called "the Facility Agreement") for the making of Advances by the Financing Agent on behalf of the Developer through the Project Company to the Developer, or a consultant or supplier or other provider of goods and services in respect of the Project.

And whereas it is was agreed in the Facility Agreement that Interim Bonds issued by the Project Company to the Financing Agent in respect of Advances made under and pursuant to that Agreement by the Financing Agent would be secured by a mortgage over the Property and would be redeemed by the issue of Final Secured Floating Rate Bonds to be issued by the Project Company and secured by an assignment of the Lease.

And whereas the Government, the Financing Agent and ICSL entered into a memorandum of understanding (hereinafter called "the MOU") on the day of January, 1997, engaging ICSL to implement and manage the Project as hereinafter defined on the terms and conditions therein set out or referred to.

And whereas the Government of Grenada, the Minister of Finance of Grenada, a corporation sole established by the Minister of Finance (Incorporation) Act, 1994, of Grenada, ICSL, the Financing Agent, the Developer and the Project Company entered into a memorandum of understanding (hereinafter called "the Supplemental MOU") supplemental to the MOU whereby the rights and obligations of ICSL under the MOU were assigned to and accepted by the Developer.

Now it is hereby agreed as follows—

1. Definitions

- 1.1.1 "Advance" means the advance of the Facility or part thereof pursuant to Clause 5.1;
- 1.1.2 "Agreement" means this Agreement and the Annexes;
- 1.1.3 "Award" means the award of the contract for the Development of the Works made by the Government in favour of the Developer by letter dated the 24th day of January, 1997;
- 1.1.4 "Bonds" means the Final Secured Floating Rate Bonds provided for in the Facility Agreement;
- 1.1.5 "Business Day" means a day on which banks are open in Grenada for all banking business;
- 1.1.6 "Commitment Period" means the Period from the date hereof until 31st December, 1997 (both dates inclusive) or until such later date as shall be agreed between the parties hereto;
- 1.1.7 "Completion Certificate" means a certificate issued by the Project Engineer stating that the whole Project Works have been substantially or practically completed;
- 1.1.8 "Conditions of Contract" means the conditions set out in Annex II;
- 1.1.9 "Contract" means the contract to be entered into by the Project Company with the Developer for the construction of the Works pursuant to this Agreement and in accordance with the Contract Documents;
- 1.1.10 "Contract Documents" means—
 - (a) the Proposal;

- (b) the Award;
- (c) the Memorandum of Understanding; and
- (d) this Agreement—

- 1.1.11 “Contractor” means the Developer in the capacity of contractor;
- 1.1.12 “Construction Phase” means that period so described in the Contract;
- 1.1.13 “Development Agreement” means this agreement;
- 1.1.14 “Dollar”, “\$” and “US\$” means the lawful currency at any relevant time hereunder of the United States of America;
- 1.1.15 “Drawings Account” means an account opened and maintained by the Contractor in a bank in Grenada for the purpose of receiving monies payable to it by the Project Company under the Contract;
- 1.1.16 “Event of Default” means any of the events specified in Clause 9;
- 1.1.17 “Facility” means the principal facility of US\$23,000,000.00 or of such greater amount as shall be committed under the Financing Agreement by the Financing Agent;
- 1.1.18 “Grenada” means the State of Grenada;
- 1.1.19 “Lease” means the lease of the Property to the Government to be granted pursuant to this Agreement;
- 1.1.20 “Maintenance Certificate” includes a Final Certificate and means a certificate issued by the Project Engineer at the end of the Period of Maintenance or Defects Liability Period (or if different such Periods are applicable to different parts of the Project the last of such Periods) stating that the Project Works have been completed and maintained to his or her satisfaction and/or that the project Works conform with the Contract and/or that a specified amount is finally payable to the Contractor;
- 1.1.21 “Memorandum of Understanding” means MOU as amended and varied by the Supplemental MOU;
- 1.1.22 “Project” means the design and construction of sporting facilities for the playing and carrying on inter alla of football, cricket and athletics on the parcel of land situate at and known as Queen’s Park, pursuant to the Award and in accordance with the Contract Documents;
- 1.1.23 “Project Company” means the company called “NATIONAL STADIUM PROJECT (GRENADA) CORPORATION” which was specifically formed by or on behalf of the Developer for the purpose of carrying out the Project and includes its successors in title;
- 1.1.24 “Project Manager” means the person appointed by the Developer with the approval of the Financing Agent to be the Engineer or Architect in charge of the Project in accordance with the provisions in that behalf contained in the Contract;
- 1.1.25 “Proposal” means the proposal contained in document dated November, 1996 and submitted to the Government under cover of a letter dated 1st November, 1996, from the Developer to Dr. the Honourable Keith Mitchell, Prime Minister of Grenada;
- 1.1.26 “Taxes” means all present and future taxes, levies, imposts, duties whether of customs or otherwise, charges, fees, deductions and withholdings imposed or required by any governmental, fiscal or other authority;

1.1.27 “Works” means the works relating to the construction of sporting facilities for the playing or carrying on of football, cricket and athletics to be executed in accordance with the Contract.

1.2 Any reference to the provisions of any enactment shall be deemed to refer to the same as in force (including any amendment or re-enactment thereof) for the time being.

1.3 Unless the context otherwise requires, words denoting the singular number shall include the plural and *vice versa*.

1.4 The clause headings are for convenience only and shall in no way affect the construction hereof. References to Clauses are references to Clauses hereof and unless otherwise expressly stated.

2. Execution of the Works

Upon and subject to the terms and conditions of this Agreement and in reliance on the warranties and representations in Clause 7 the Developer shall Develop and carry out the Works in accordance with the Contract and in conformity with the Government’s reasonable directions and requirements.

3. Materials and workmanship

All materials and workmanship shall so far as procurable be of the respective kinds described in the Contract Documents.

4. Completion

The Developer shall immediately upon the execution of this Agreement regularly and diligently proceed with the Development of the Works and shall complete the same within the period for completion stated in the Proposal provided that the Developer shall not be liable for any delay in the completion of the Development due to any cause beyond the Developer’s control.

5. Finance

The Developer will finance the Development of the Works through the Financing Agent in the manner set out in the Facility Agreement.

6. Consideration

In consideration of the agreement of the Developer set out in Clause 2 the Project Company shall —

6.1 grant the Lease to the Government;

and the Government shall through the Minister of Finance, Corporation Sole or otherwise as the Government may deem fit or advisable or the laws of Grenada may require—

6.2 accept the Lease;

6.3 pay or cause to be paid all rent and other monies due under and pursuant to the Lease;

6.4 concurrently with the execution of this Agreement enter into a contract with the Project Company substantially in the form set out in Annex II;
and the Financing Agent shall—

6.5 under and pursuant to the Facility Agreement pay or cause to be paid through the Project Company all monies due under or pursuant to the Contract Documents to the Developer, consultants, suppliers and other providers of goods and services in relation to the Project.

7. Warranties and Representations

The Government warrants, represents and undertakes that—

- (a) This Agreement is the legal, valid, and binding obligation of the Government enforceable in accordance with its terms;
- (b) All consents, approvals, authorisations, orders, acts, conditions and things required to be obtained, issued, done and performed and to have happened prior to the execution and delivery of this Agreement in order to constitute this Agreement the valid obligation of the Government in accordance with the terms hereof have been obtained, issued, done and performed and have happened in due and direct compliance with all applicable laws of Grenada.
- (c) All consents, approvals, authorisations, orders, acts and things required to be obtained, issued or granted by the Government or any governmental authority to the Developer, the Project Company or the Financing Agent in order for them to fulfil their obligations under the Facility Agreement or under this Agreement shall be given, issued or granted and on a timely basis;
- (d) The Government is not and the execution of this Agreement and the performance by the Government of its obligations hereunder will not cause it to be—
 - (i) in violation of any law, decree, rule, regulation, treaty, order, judgement, injunction, resolution, determination or award of any court or any judicial, administrative or governmental authority or organisation now in effect and having applicability to the Government, nor
 - (ii) in default under, or result in any breach of any of the terms, covenants, conditions or provisions of, any indenture, debenture, mortgage, deed of trust, bond, agreement or other instrument, arrangement or obligation to which it is a party or by which it or any of its properties or assets may be subject;
- (e) it has or will in due time comply with the requirements of any Statute, Statutory Instrument, Regulation, Direction or Byelaw affecting the carrying out of the Works on the Site and in particular that it has obtained every licence, permission or authority that may be required for the carrying out of the Works on the Site and will obtain the same for any variation thereof which may be ordered.
- (f) the Interim Bonds to be issued pursuant to the Facility Agreement and the Bonds to be issued hereunder will be eligible for inclusion in the Statutory Fund of Insurance Companies under the relevant provisions of the Insurance Act, Chapter 150 and will qualify under the provisions of the said Insurance Act as investments in and originating in Grenada.
- (g) the Government will in respect of the Project and the documentation therefor including this Agreement waive all documentary, stamp, issue or other tax or duty, including any interest and penalties and all registration and similar fees and all present and future Taxes other than import or customs duties or sales or similar duty or tax in respect of the materials used in the construction of the Project.

8. Co-ordination

The Government will nominate a co-ordinator who shall have the authority and responsibility to liaise with the Developer on all matters relating to this Agreement including liaising with Project Engineers, Subcontractors, the Ministry of Communications, Works and Public Utilities, the Attorney General's Department and other Ministries and agencies/divisions of Government.

9. Termination in Case of Default

- 9.1 The occurrence hereafter of any of the following events—
- (a) failure by the Government to comply with any obligation or undertaking contained in this Agreement;
 - (b) if any consent, license, authority or approval required to make this Agreement legal, valid, binding, enforceable and admissible in evidence or required to enable the Government to perform its obligations hereunder is withdrawn or ceases to be in full force and effect;
 - (c) if any representation, warranty or statement made by or in relation to the Government in this Agreement or in any document furnished under or in connection with this Agreement is incorrect in any material respect as at the date on which it is made or thereafter,

shall be an Event of Default.

- 9.2 If an Event of Default occurs and is not remedied within 30 days of such occurrence then the Developer shall be entitled by notice in writing to the Government to terminate this Agreement.

10. Assignment

Neither party shall be entitled to assign all or any part of its rights or obligations hereunder without the prior written consent of the other party such consent not to be withheld unreasonably or without giving reason therefor provided that nothing herein shall prevent the Developer from subletting all or any part of its rights or obligations under the Contract.

11. Sovereign Immunity

No party to this Agreement shall be entitled to claim or otherwise be accorded for itself or its property, assets or revenues immunity from suit or attachment (whether in aid of execution, before judgement or otherwise) or other legal process, and to the extent that there may be attributed to such party, or its property, assets or revenues such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the law.

12. Notices

12.1 Any notices, proceedings or other documents to be served on the Government pursuant to this Agreement are to be addressed to the Permanent Secretary, Ministry of Communications, Works and Public Utilities, Grenada, W.I. or such other address as the Government may advise the Financing Agent in writing.

12.2 Any notice to the Developer shall be sent addressed if despatched by mail to the General Manager, I.C.S. (Grenada) Limited, 6 Camerhogue house, Church Street, St George's, Grenada or such other address as the Developer may advise the Financing Agent in writing and if by telefax to number (809) 440-4145.

12.3 All notices shall be deemed to have been given—

12.3.1 in the case of posting three Business Days after the same has been properly despatched as registered first class mail properly addressed and postage prepaid; and

12.3.2 in the case of notice by telex or facsimile on the Business Day following the day on which the same has been transmitted.

13. Invalidity of Provisions

If at any time any provision hereof is or becomes illegal, invalid or unenforceable the legality, validity and the enforceability of the remaining provisions hereof shall in no way be affected or impaired thereby.

14. Miscellaneous

14.1 No failure to exercise and no delay in exercising on the part of the Government any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies herein provided are cumulative and in addition to any rights or remedies provided by law.

14.2 This Agreement shall be binding upon and enure for the benefit of the successors and permitted assigns of the parties hereto.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the law of Grenada and the parties agree that the courts of Grenada shall have non-exclusive jurisdiction to hear and determine any claim arising hereunder.

AS WITNESS the hands of the authorised signatories of the parties were hereto affixed the day and year first above written.

This Agreement was prepared by me,

Attorney-at-Law,
de la Bastide and Jacelon
77 Abercromby Street,
Port-of-Spain.

The Hon.
MINISTER OF FINANCE for and
on behalf of the GOVERNMENT OF
GRENADA with due authority in the
presence of:

Signed by
for and on behalf of I.C.S.
(GRENADA) LIMITED with due
authority in the presence of:
Signed by
for and on behalf of CLICO
INVESTMENT BANK LIMITED as agent
with due authority in the
presence of:

Signed by
for and on behalf of NATIONAL
STADIUM PROJECT (GRENADA)
CORPORATION with due authority in
the presence of:

ANNEX I

THIS LEASE is made the day of 1997
BETWEEN NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a
company duly incorporated under the Companies Act 1944 of Grenada with its
Registered Office at 6 Camerhogue House, Church Street St. George's, Grenada
(hereinafter called "the Lessor") of the One Part and the MINISTER OF FINANCE, a

Corporation Sole established by the Minister of Finance (Incorporation) Act, Act No. 16 of 1994 for and on behalf of the State of Grenada (hereinafter called “the Lessee”) of the Other Part.

Whereas the Lessee entered into an agreement (hereinafter called “the Development Agreement”) with the Lessor dated the day of 1997 whereby the Lessee, *inter alia*, agreed to lease the parcel of land hereinafter referred to and to construct thereon a Project (hereinafter called “the Project”) as referred to in the Lease Transfer Agreement in accordance with the Building Contract (hereinafter called “the Building Contract”) as therein defined.

And whereas the Project has been erected on the said parcel of land by the Lessor in accordance with the Building Contract and the certificate of practical completion has been issued.

And whereas the said parcel of land with the Project thereon has been conveyed by the Lessee to the Lessor by a deed of conveyance dated the day of 1997 and made between the Lessee of the One Part and the Lessor of the Other Part.

Now therefore this lease witnesseth as follows—

1. A. In consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor HEREBY DEMISES unto the Lessee all that piece of land situate at Queen’s Park, St. George’s, Grenada (more particularly described in the First Schedule hereto) containing in the whole by admeasurement 29.43 acres or thereabouts the buildings erected thereon and the Lessor’s fixtures fittings and equipment therein or thereon (all which said land buildings fixtures fittings and equipment are hereinafter collectively called “the Demised Premises”) TO HOLD the same unto the Lessee for the term of 15 years from theday of..... subject to the covenants terms and conditions hereinafter contained paying therefor unto the Lessor.
 - (i) the half-yearly rent in the amount of the Instalment such rent to be paid without any deduction on the second day of January and the first day of July in each and every year the first payment to be made on the day of
 - (ii) by way of additional rent annually in arrears a sum or sums of money equal to the amount which the Lessor may expend in insuring and keeping insured the Demised Premises against loss or damage by fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and all other risks and special perils normally insured against under a full comprehensive insurance policy (hereinafter referred to as “the Insured Risks”) in their full value such last mentioned sum or sums to be paid without any deduction within seven days of the Lessor expending the same in case the Lessee shall make default in insuring and keeping insured the Demised Premises pursuant to the covenant in that behalf hereinafter contained, and
 - (iii) by way of further additional rent payable in arrears half-annually a sum or sums of money equal to the amount which the Lessor may expend in repairing and maintaining the Demised Premises in case the Lessee shall make default in repairing and maintaining the Demised Premises in accordance with its covenants to that effect hereinafter contained.

- B. In this clause the term “Instalment” shall mean an instalment of principal and interest combined as shown in the Second Schedule hereto.
- C. The Second Schedule hereto is an amortisation schedule for the repayment of the original principal sum of US\$23,000,000 plus US\$5,600,000 capitalised interest to be advanced under an agreement (hereinafter called “the Facility Agreement”) made the day of 1997 between the National Stadium Project (Grenada) Corporation of the One Part and Clico Investment Bank Limited of the Other Part over a period of fifteen years from the Completion Date as defined in the Facility Agreement with interest thereon at the rate of eleven per cent (11%) per annum (hereinafter called “the Original Rate”) as provided for in the Facility Agreement.
- D. Upon any variation of the Original Rate pursuant to and in accordance with the provisions of the Facility Agreement a new Schedule in the form of the Second Schedule hereto containing the some number of monthly instalments of principal and interest as is required by the Second Schedule hereto to pay off the balance of the Construction Costs (principal) then due shall be prepared in duplicate at the Lessee’s expense and be signed by the Lessor and the Lessee for Identification and such schedule shall from the date specified under the Facility Agreement for the new rate of interest be deemed to be substituted for the Second Schedule hereto or any substitute therefor then in force and the Instalment shall as from such date be the total of the new monthly Instalments of principal and interest combined.

2. The Lessee hereby covenants with the Lessor as follows—

- (1) To pay the said half-yearly rents at the times and in manner aforesaid clear of all deductions;
- (2) To bear pay and discharge all rates taxes assessments duties charges and impositions whatsoever which now are or during the said term shall be charged assessed or imposed upon the Demised Premises or any part thereof or upon the owner or occupier in respect thereof;
- (3) In all respects to comply with all the provisions of the Town and Country Planning and Public Health Acts and of all regulations thereunder and with any other obligations imposed by law in regard to the Demised Premises and the carrying on of the business for the time being carried on upon the Demised Premises;
- (4) To permit the Lessor or its duly authorised agents upon giving one week’s previous notice in writing at all reasonable and convenient times to enter the Demised Premises and examine the state of repair and condition thereof and to check and take inventories of the Lessor’s fixtures fittings and equipment therein and that the Lessee will repair and make good all defects decays and wants of repair thereto of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within two calendar months after the giving of such notice PROVIDED that in case of default by the Lessee the Lessor may make good such defects decays and wants of repair and the cost of the same shall be repayable by the Lessee to the Lessor on demand;
- (5) Not to make any alterations or additions to the Demised Premises or erect any new buildings thereon without the consent of the Lessor and the approval of the Lessor to the plans and specifications thereof and if such consent and approval is given to make such alterations or additions in conformity with such plans and specifications and to the approval of the Lessor and upon such terms as the Lessor may consider just;

- (6) To use the Demised Premises as sporting and athletics facilities only and for purposes ancillary thereto and not to use the Demised Premises or suffer or permit the same to be used for any other purpose whatsoever except with the previous consent of the Lessor which consent shall not be unreasonably withheld so however that the Lessor consent shall not be treated or construed as being unreasonably withheld if it is withheld on the grounds or any of the grounds following that is to say—
 - (i) that the trade or business or usage to be carried on is not one which the Lessor considers to be quiet and inoffensive,
 - (ii) that the giving of its consent would result in a change of user constituting development within the provisions of any Town and country Planning Act order plan regulation permission consent or direction at the time being in force or any change of use which although not constituting development would prevent reversion to the present use of the Demised Premises;
- (7) Not to use the Demised Premises or suffer or permit the same to be used for any offensive noisy or dangerous trade business manufacture or occupation or for any purpose or in any manner which may be a nuisance to the owners or occupiers of neighbouring or adjacent premises PROVIDED that the carrying on in a proper manner and in such a way as to cause as little nuisance to the Lessor or the owners or occupiers of neighbouring or adjacent premises as is reasonably possible of the user hereby provided for shall not be deemed to be a breach of this covenant;
- (8) To paint with two coats of paint of suitable quality in a workmanlike manner all the gates fences wood iron and other parts of the Demised Premises usually painted and any additions thereto so often as may be necessary but not less often than as to the external work in every third year and as to the internal work in every seventh year of the said term and in each case the painting to be done in the last year of the term as well (whether determined by effluxion of time or otherwise howsoever) and on the occasion of every external painting to grain varnish and colour the external parts of the Demised Premises usually so dealt with and after every internal painting to grain, varnish, distemper, wash, stop, whiten and colour all such parts as are usually so dealt with and to re-paper the parts usually papered with suitable paper of as good quality as that in use at the commencement of the tenancy;
- (9) To keep such part of the land forming part of the Demised Premises as is from time to time undeveloped and the grass gardens and any trees shrubs and hedges in proper and neat order and condition and in particular not to deposit or permit to be deposited any rubbish or refuse on any part of the said land;
- (10) To maintain repair amend renew and otherwise keep in good and tenantable condition the lifts airconditioning apparatus and all other plant machinery and equipment and systems being part of the Demised Premises;
- (11) To keep the Demised Premises including the windows gutterings sewers drains walls fences and gates thereof and sanitary water and air conditioning apparatus thereof and all additions thereto in good and substantial repair order and condition (damage by fire or tempest or by subsidence by underground workings excepted) and so deliver up the same at the end or sooner determination of the said term hereby created;
- (12) To insure the Demised Premises (but not the contents thereof) against loss or damage by fire or tempest in the full value thereof and to cause all money received by virtue of such insurance to be laid out forthwith in

rebuilding and reinstating the Demised Premises and to make up any deficiency out of their own money provided that the Lessor's obligation under this covenants shall cease if the insurance shall be rendered void by reason of any act or default of the Lessee and in case the Demised Premises or any part thereof shall any time be destroyed or damaged by fire or tempest so as to be unfit for substantial occupation or use and the policy or policies effected by the Lessor shall not have been invalidated or payment of the policy monies refused in consequence of some act or default of the Lessee the rents hereby reserved or a just and fair proportion thereof according to the nature and extent of the actual damage done and as certified by the Lessor's surveyor shall be suspended as from the happening of the said fire or tempest until the Demised Premises shall be again rendered fit for occupation and use but the Lease shall in no way be invalidated;

- (13) In the event of the Demised Premises being damaged or destroyed as a result of any of the Insured Risks to reinstate the same at their own expense and with all convenient speed;
 - (14) Not to overload the roof or floors of any building that is part of the Demised Premises;
 - (15) Not to assign underlet or grant any licence in respect of the Demised Premises or any part thereof nor part with or share the possession thereof or of any part thereof;
 - (16) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire or tempest (a copy of or sufficient extract from which the Lessor shall if required furnish to and at the expense of the Lessee) may become void or voidable or whereby the rates of premium thereon may be increased and to repay to the Lessor all sums paid by way of increased premiums and all expenses incurred by them in or about the renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be made immediately on demand;
 - (17) To pay all reasonable and proper costs and charges and expenses (including Attorneys costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice requiring the Lessee to remedy a breach of any of the covenants hereinbefore contained notwithstanding forfeiture for such breach may be avoided otherwise than by relief granted by the court.
3. The Lessor hereby covenants with the Lessee that the Lessee paying the rents hereby reserved and performing and observing the several covenants and agreements herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly hold and enjoy the Demised Premises during the said term without any interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for Lessor.
4. It is hereby agreed between the Lessor and the Lessee as follows—
- (1) That this Lease shall be read and construed as if it had been executed by both parties on the day of the commencement of the term hereby granted;
 - (2) That if the rents hereby reserved or any part thereof respectively shall be unpaid for twenty-eight days after becoming payable (whether formally demanded or not) or if any of the covenants on the Lessee's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to

any right of actions of the Lessor in respect of any antecedent breach of the Lessee's covenants and conditions herein contained;

- (3) Lessee may determine this lease at any time on giving a not less than 45 nor more than 60 days' notice in writing to that effect such determination to become effective on the next rent payment date;
- (4) If this Lease shall at any time be determined for whatever reason the Lessee shall pay to the Lessor all rents accrued to the effective date of termination together with an amount equal to the principal balance then outstanding under the Final Secured Floating Rate Bonds issued by the Lessor pursuant to the Facility Agreement referred to in the Lease Transfer Agreement together with all interest due thereon and all other monies due under the Facility Agreement and the Lessor shall surrender the Head Lease to the Lessee;
- (5) On the determination of this Lease by the effluxion of time otherwise on or before the last day of the term of twenty years hereby created the Lessee shall pay to the Lessor an amount equal to the principal amount then outstanding on the Final Secured Floating Rate Bonds referred to in clause 4(4) together with all interest due thereon up to and including the date of payment of such amount;
- (6) Any notice under this Lease shall be in writing.

First Schedule

ALL that lot piece or parcel of land known as Queen's Park being part of Darbeau Estate situate in the Parish of St. George and State of Grenada bounded as follows: In the North by a public road leading from the Western Main Road to GRENLEC, in the South by the St. John's River, in the East by a public road leading from River Road to Darbeau Housing subdivision, and in the West by t0068e Western Main Road or howsoever else the same may abut and abound and containing by admeasurement 29.43 acres.

Second Schedule

Original Principal Amount = US\$23,000,000.00

Interest during Construction = US\$5,600,000.00

<i>Payment No.</i>	<i>Principal Balance o/s at Stan</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Installment</i>	<i>Principal Balance o/s at End</i>
1	28.600.000,00	(394.834.14)	(1.573.000,00)	(1.967.834,14)	28.205.165,86
2	28.205.165,86	(416.550.02)	(1.551.284,12)	(1.967.834,14)	27.788.615,83
3	27.788.615,83	(439.460.27)	(1.528.373,87)	(1.967.834,14)	27.349.155,56
4	27.349.155,56	(463.630.59)	(1.504.203,561)	(1.967.834,14)	26.885.524,97
5	26.885.524,97	(489.130.27)	(1.478.703,87)	(1.967.834,14)	26.396.394,70
6	26.396.394,70	(516.032.44)	(1.451.801,71)	(1.967.834,14)	25.880.362,26
7	25.880.362,26	(544.414.22)	(1.423.419,92)	(1.967.834,14)	25.335.948,04
8	25.335.948,04	(574.357.00)	(1.393.477,14)	(1.967.834,14)	24.761.591,04
9	24.761.591,04	(605.946.64)	(1.361.887,51)	(1.967.834,14)	24.155.644,40
10	24.155.644,40	(639.273.70)	(1.328.560,44)	(1.967.834,14)	23.516.370,70
11	23.516.370,70	(674.433.76)	(1.293.400,39)	(1.967.834,14)	22.841.936,94
12	22.841.936,94	(711.527.61)	(1.256.306,53)	(1.967.834,14)	22.130.409,33
13	22.130.409,33	(750.661.63)	(1.217.172,51)	(1.967.834,14)	21.379.747,70
14	21.379.747,70	(791.948.02)	(1.175.886,12)	(1.967.834,14)	20.587.799,67

15	20.587.799,67	(835.505.16)	(1.132.328,98)	(1.967.834,14)	19.752.294,51
16	19.752.294,51	(881.457.95)	(1.086.376,20)	(1.967.834,14)	18.870.836,57
17	18.870.836,57	(929.938.13)	(1.037.896,01)	(1.967.834,14)	17.940.898,43
18	17.940.898,43	(981.084.73)	(986.749,41)	(1.967.834,14)	16.959.813,70
19	16.959.813,70	(1.035.044.39)	(932.789,75)	(1.967.834,14)	15.924.769,31
20	15.924.769,31	(1.091.971.83)	(875.862,31)	(1.967.834,14)	14.832.797,48
21	14.832.797,48	(1.152.030.28)	(815.803,86)	(1.967.834,14)	13.680.767,19
22	13.680.767,19	(1.215.391.95)	(752.442,20)	(1.967.834,14)	12.465.375,24
23	12.465.375,24	(1.282.238.51)	(685.595,64)	(1.967.834,14)	11.182.136,74
24	11.183.136,74	(1.352.761.62)	(615.072,52)	(1.967.834,14)	9.830.375,11
25	9.830.375,11	(1.427.163.51)	(540.670,63)	(1.967.834,14)	8.403.211,60
26	8.403.211,60	(1.505.657.51)	(462.176,64)	(1.967.834,14)	6.897.554,09
27	6.897.554,09	(1.588.468.67)	(379.365,48)	(1.967.834,14)	5.309.085,42
28	5.309.085,42	(1.675.834.45)	(291.999,70)	(1.967.834,14)	3.633.250,98
29	1,633.250,98	(1.768,005.34)	(199.828,80)	(1.967.834,14)	1.865.245,63
30	1.865.245,63	(1.865.245.63)	(102.588,51)	(1.967.834,14)	0.00

In witness whereof the Common Seal of NATIONAL STADIUM PROJECT (GRENADA) CORPORATION was hereunto affixed the day of in the year of Our Lord One Thousand Nine Hundred and Ninety Seven and the MINISTER OF FINANCE for and on behalf of the State of Grenada has hereunto set his or her hand the day of in the year of Our Lord One Thousand Nine Hundred and Ninety Seven.

THE COMMON SEAL of NATIONAL STADIUM PROJECT (GRENADA) CORPORATION

was hereunto affixed by the Secretary
in the presence of a Director by
authority of the Board of Directors
and in conformity with its Articles
of Association in the presence of:
And of me:
SIGNED AND DELIVERED by the within
named MINISTER OF FINANCE for and on
behalf of the State of Grenada in the
presence of:
And of me:

APPENDIX I

Limit of Indemnity to be Insured: ECS1,000,000.00 (9(1)(b))
Date for Possession of Site: March 1, 1997
Date for Completion of Works: March 1, 2000
Liquidated and Ascertained Damages: US\$5,000.00 per week.

APPENDIX II

CONTRACT SUM ANALYSIS

<i>Item</i>	<i>Description</i>	<i>Cost (US\$)</i>
1.	Site Preparation and Earthworks	1,215,346

2.	Main Pavilions	5,191,499
3.	Bleachers and Other Stands	4,441,732
4.	Players and Media Pavilions	542,714
5.	Cricket Ground and Cycle Track	1,010,935
6.	Football Ground and Athletic Track	1,087,596
7.	Drainage and Plumbing	529,003
8.	Roadways, Car Parks and Fencing	1,613,937
9.	Landscaping and Grassing	201,738
10.	Electrics and Air Conditioning	2,021,869
11.	Preliminaries	1,780,120
12.	Professional Fees	2,937,198
13.**	Finance Charges and Legal Costs	481,484
	TOTAL	23,000,000

** Finance Charges include the Financier's Fees for sourcing the funds and arranging the Bond Issue for the Project, but do not include Interest during Construction.

ANNEX II

THIS AGREEMENT is made the day of 1997

BETWEEN

NATIONAL STADIUM PROJECT (GRENADA) LIMITED a company incorporated under the Companies Act, 1994 of Grenada with its registered office situate at 6 Camerhogne House, Church Street, St. George's, Grenada (hereinafter called "the Employer") of the One Part; and

I.C.S. (GRENADA) LIMITED a company incorporated under the Companies Act, 1994, of Grenada with its registered office situate at 6 Camerhogne House, Church Street, St. George's, Grenada (hereinafter called "the Developer") of the One Part.

Whereby it is agreed as follows—

1. For the consideration hereinafter mentioned the Developer will upon and subject to the Conditions set out hereunder hereto carry out and complete the Works shown on and described or referred to in the Contract Particulars and in the said Conditions.

2. The Employer will pay to the Developer the sum of TWENTY-THREE MILLION US Dollars (US\$23,000,000.00) (hereinafter referred to as "the Contract Sum"), the details of which sums are set out in Appendix II and which sum shall be deemed to include any fees chargeable by the Developer for his or her services in respect of the design, planning, financing and management of the construction of the Works but which sum does not include or make provision for any taxes or charges in Grenada other than customs and other import duties and taxes or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The Contract sum will be increased by an equivalent amount of any taxes or charges levied and payable in Grenada (except to the extent waived and except customs, consumption or other import duties and taxes at the rates payable under the Laws of Grenada existing at the time of the execution of this Agreement on any materials imported into Grenada for the purposes of constructing the Works).

As witness the hands of the parties hereto.

Signed by or on behalf of the Developer

.....

in the presence of

.....
Signed by or on behalf of the Employer

.....
in the presence of

The Conditions hereinbefore referred to

Developer's Obligations

1. (1) The Developer will upon and subject to these Conditions carry out and complete the Works shown and described or referred to in the Contract Particulars in a good and workmanlike manner and to the reasonable satisfaction of the Employer.
- (2) The Developer reserves the right but at no charge to the Employer and subject to all necessary town planning, byelaw and other consents being granted or obtained by the Employer, to substitute materials and fitments as nearly as may be of the same suitability and value as those contained in the Contract Particulars if at any time in his or her opinion the circumstances make it necessary to do so and to vary the said Contract Particulars as may be necessary in consequence of the use of such substituted materials or fitments but not further or otherwise. Provided that nothing in these Conditions shall oblige the Employer to accept something substantially different in quality, value or appearance or which would materially affect the purpose or market value of the completed structure or building.

Developer's Warranty as to Design

2. (1) The Developer warrants to the Employer that reasonable professional skill and care have been exercised in the preparation of the Contract Particulars and in the preparation of all details and calculations in regard thereto.
- (2) The Developer shall indemnify the Employer against any damage, expense, liability, loss or claim which the Employer might incur, sustain or be subject to arising directly from any failure on the part of the Developer to have exercised reasonable professional skill and care in the preparation of the Contract Particulars or in the preparation of any details and calculations in regard thereto.

Statutory Obligations, Notices, Fees and Charges

3. (1) The Developer shall pay and indemnify the Employer against liability in respect of any fees or charges legally payable under any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker in respect of the Works.
- (2) The Developer shall comply with and give all notices required by any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or By-law of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected PROVIDED ALWAYS that the Employer shall be responsible for obtaining all town planning and similar approvals or consents necessary for the construction of the Works.
- (3) If in compliance with any such notices or by reason of any other unforeseen contingency (not arising from a substitution of materials or fitments as referred to in Clause 1(2) of these Conditions) the Developer is obliged to vary the Works as described or referred to in the Contract Particulars, he or she shall before making any variation therefrom give to the Employer written notice specifying and giving the reason for such variation.

- (4) The Developer shall be paid the full value of any variation carried out as aforesaid at the time the variation is carried out or at such other time as may be agreed between the Employer and the Developer.

Variations

4. Any extras or alterations to the Works as described or referred to in the Contract Particulars which are ordered by the Employer after the date hereof shall not form part of this Agreement but shall be the subject of a separate agreement between the Employer and the Developer.

Contract Sum

5. (1) The Contract Sum shall not be adjusted or altered in any way otherwise than in accordance with the express provisions of these Conditions.
- (2) The words "Prime Cost" or "P.C." used in the Contract Particulars indicate that the amount to which they refer (before allowing for such cash discount not exceeding 5% the Developer shall obtain) is the net amount proposed to be paid by the Developer for the supply and/or fixing of the item concerned to a merchant or specialist. Should the net amounts in fact payable by the Contract or in respect of Prime Cost items together with such cash discounts prove to be higher or lower than the Prime Cost amounts then the difference shall be added to or deducted from the Contract Sum.
- (3) The words "Provisional Sum" in the Contract Particulars indicate the amount included in the Contract Sum to cover a specific item of work and the Contract Sum shall be subject to adjustment by substituting for the Provisional Sum a fair price therefor.

Defects Liability

6. Subject to the provisions of Clause 13 of these Conditions the Developer will inspect the Works six months after he or she has given possession of the Works to the Employer to ascertain whether any defects have appeared which are due to faults directly attributable to materials or workmanship not in accordance with the Contract. The Developer will within a reasonable time after such inspection make good such defects without expense to the Employer provided that in the else only of such defects which require urgent attention the Developer shall make them good before the expiration of the said six months.

Assignment of Contract

7. Neither the Developer nor the Employer shall assign his or her interest in this Agreement or any part thereof without the written consent of the other provided that nothing herein shall prevent the Developer from subletting all or any part of the Works at its discretion.

Injury to Persons and Property and Employer's Indemnity

8. (1) The Developer shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Employer or of any person for whom the Employer is responsible.
- (2) Except for such loss or damage as is at the risk of the Employer under Clause 10 of this Agreement (if applicable), the Developer shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works, provided the

same is due to any negligence, omission or default of the Developer, his or her servants or agents or of any sub-Developer, his or her servants or agents.

Insurance against Injury to Persons and Property

9. (1) Without prejudice to his or her liability to indemnify the Employer under Clause 8 of these Conditions, the Developer shall maintain and shall (except in regard to insurances required under subparagraph C of this subclause) cause any sub-Developer to maintain—
- (a) such insurances as are necessary to cover the liability of the Developer, or as the case may be, of such sub-Developer, in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the Works; and
 - (b) insurances for such amount of indemnity as is stated in Appendix I to these Conditions as may be necessary to cover the liability of the Developer or as the case may be of such sub-Developer in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the Works, caused by any negligence, omission or default of the Developer, his or her servants or agents or, as the case may be, of such sub-Developer, his or her servants or agents;
 - (c) The Developer shall maintain in the joint names of the Employer and the Developer insurances for such amount of indemnity as may be specified by way of a provisional sum item in the Contract Particulars in respect of any expense, liability, loss, claim, or proceedings which the Employer may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works excepting damages—
 - (i) caused by the negligence, omission or default of the Developer, his or her servants or agents, or of any sub-Developer, his or her servants or agents,
 - (ii) which can be reasonably foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution,
 - (iii) which is at the risk of the Employer under Clause 10 of these Conditions (if applicable),
 - (iv) arising from civil disorder, insurrection or war risk.

As and when he or she is reasonably required to do so by the Employer the Developer shall produce and cause any sub-Developer to produce for inspection by the Employer documentary evidence that the insurances required by this subclause are properly maintained but on any occasion the Employer may, but not unreasonably or vexatiously, require to have produced for his or her inspection the policy or policies and receipts in question.

- (2) (a) Should the Developer or any sub-Developer make default in insuring or in continuing to insure as provided in subparagraphs (a) and (b) of subclause (1) of this Clause, the Employer himself or herself may insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due or to become due to the Developer.

- (b) Should the Developer make default in insuring or in continuing to insure as provided in subparagraph (c) of subclause (1) of this Clause the Employer may himself or herself insure against any risk with respect to which the default shall have occurred and the amounts paid or payable by the Employer in respect of premiums shall not be set against the relevant provisional sum when adjusting the Contract Sum under Clause 5(2) of these Conditions.

Insurance of the Works against fire, etc.

10. (1) The Developer shall in the joint names of the Employer and Developer insure against loss and damage by fire, lightning, explosion, storm, tempest, flood, bursting overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion for the full value thereof all work executed and all unfixed materials and goods delivered to, placed on or adjacent to the Works and intended therefor but excluding temporary buildings, plant, tools and equipment owned or hired by the Developer or any sub-Developer, and shall keep such work, materials and goods so insured until completion of the Works. Such insurance shall be with insurers approved by the Employer and should the Developer make default in insuring or continuing to insure as aforesaid the Employer may himself or herself insure against any risk in respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him or her in respect of premiums from any monies due or to become due to the Developer. On any occasion the Employer may (but not unreasonably or vexatiously) require to have produced for his or her inspection the policy and receipts in regard to the premiums paid.
- (2) Upon settlement of any claim under the insurances aforesaid the Developer with due diligence shall restore work damaged replace or repair any unfixed materials or goods which have been destroyed or injured remove and dispose of any debris and proceed with the carrying out and completion of the Works. The Developer shall not be entitled to any payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods, and the removal and disposal of debris other than the monies received under the said insurances.

Possession and Completion

11. On the date for possession of the site stated in Appendix I to these Conditions possession of the site shall be given to the Developer who shall thereupon begin the Works and who shall complete the same on or before the date for completion stated in the said Appendix subject nevertheless to the provisions for a reasonable extension of time contained in Clause 14 of these Conditions.

Damages for Non-Completion

12. If the Developer fails to complete the Works by the Date for Completion stated in Appendix I to these Conditions or within any extended time fixed under Clause 14 of these Conditions and the same ought reasonably so to have been completed, then the Developer shall pay or allow to the Employer a sum calculated at the rate started in the said Appendix as Liquidated and Ascertained Damages for the period during which the Works shall so remain or have remained incomplete, and the Employer may deduct such sum from any monies due or to become due to the Developer under these Conditions.

Sectional Completion

13. (1) Where by agreement between the Employer and the Developer the Works are to be carried out by sections the Developer shall complete each such section on or before the date for completion for such section stated in Appendix I to these Conditions, subject nevertheless to the provisions as to

reasonable extensions of time contained in Clause 14 of these Conditions so far as the same might be appropriate to the carrying out of the work in regard to any such section.

- (2) Subject to the provisions of Clause 4 of these Conditions the Developer shall be entitled to payment for work carried out on any of the said sections of the stages referred to in Clause 17 and in Appendix I to these Conditions as if such stages were stages of the carrying out of work in respect of any section or sections.
- (3) Upon completion of any section the Developer shall give possession of the same to the Employer and thereupon the sum to be paid by the Developer under Clause 12 of these Conditions (or such sum as previously reduced under the provisions of this subclause) shall be reduced by the proportion that the value of the completed section or sections bears to the Contract Sum.
- (4) Notwithstanding the foregoing provisions of this Clause the provisions of Clause 6 of these Conditions shall not take effect immediately upon possession of any section of the Works being given to the Employer but shall take effect only upon the completion of the entire Works, save only as regards defects which require urgent attention.

Extensions of Time

14. The Developer shall constantly use his or her best endeavours to prevent delay in the construction of the Works. Subject thereto a reasonable extension of time shall be allowed if delay be caused—
 - (a) by *force majeure*;
 - (b) by reason of any exceptionally inclement weather;
 - (c) by reason of loss or damage occasioned by any one or more of the contingencies referred to in Clause 10 of these Conditions;
 - (d) by delay on the part of or occasioned to the Developer by the Employer or by artists, tradesmen or others engaged by the Employer in executing work not forming part of this Agreement; or
 - (e) by reason of the carrying out of any additional works pursuant to the provisions of Clause 3(3) or Clause 4 of these Conditions.

Bankruptcy of the Developer

15. In the event of the Developer becoming bankrupt or making a composition or arrangement with his or her creditors or having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his or her business or undertaking duly appointed, or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge this Agreement shall be forthwith automatically determined.

Determination by the Developer

16. Without prejudice to any other rights or remedies which the Developer may possess, if—
 - (a) the employer does not pay to the Developer the amount claimed on any request for an interim payment within 10 days from the presentation of his or her claim in regard thereto by the Developer and shall continue such default for 7 days after receipt by registered post or recorded delivery of a notice from the Developer stating that notice of determination will be served if payment is not made within 7 days of receipt thereof; or
 - (b) the carrying out of the whole or substantially the whole of the uncompleted works (other than the execution of work required under Clause 6 of these

Conditions) is suspended for a continuous period of the length named in Appendix I to this Agreement by reason of—

- (i) *force majeure*,
 - (ii) loss or damage occasioned by any one or more of the contingencies referred to in Clause 10 of these Conditions, or
 - (iii) delay on the part of or occasioned to the Developer by the Employer or by artists, tradesmen or others engaged by the Employer in executing work not forming part of this Agreement; or
- (c) the Employer becomes bankrupt or makes a composition or arrangement with his or her creditors or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his or her business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, then the Developer may thereupon by notice by registered post or recorded delivery to the Employer forthwith determine this Agreement; provided that such notice shall not be given unreasonably or vexatiously.

Payment

17. (1) Subject to the provisions of Clause 4 of these Conditions the Developer shall at the stages set out in Appendix I to these Conditions be entitled to payment on account by the Employer of the percentages of the Contract Sum (or of the Contract Sum as adjusted or varied by this Agreement) due at each of those stages as mentioned in the said Appendix less only the amount of any instalments previously paid.
- (2) The Developer shall on the completion of each of the stages referred to in the said Appendix notify the Employer of such completion and the Employer shall pay to the Developer the amount then due to the Developer within 10 days of such notification.

Fluctuations

18. The Contract Sum shall be deemed to have been calculated on the basis of the cost to the Developer of employing labour and of the prices of materials prevailing at the date of the submission by the Developer to the Employer of his or her proposals for carrying out the Works. If during the progress of the Works the cost to the Developer of carrying out the Works shall be increased or decreased by reason of any increases or decreases in the cost of employing work people in connection with the Works or by reason of any increases or decreases in the prices of those materials which are listed and priced in the Schedule attached hereto (being deemed to be the prices thereof prevailing at the date of the said submission), then howsoever such increases or decreases might have been caused the net amount thereof shall be added to or deducted from the Contract Sum as the case may be.

Provision of Drawings for Employer

19. Subject to the provisions of Clause 21 of these Conditions the Developer shall if requested to do so by the Employer at the completion of the Works provide for the Employer two sets of small scale drawings of the Works showing the main lines of drainage and other essential services as executed.

Copyright

20. All documents and drawings prepared by the Developer in connection with the Works are the property and copyright of the Developer, and the Employer shall not be entitled either directly or indirectly to make any use of such documents or drawings for the carrying out of any work beyond the Works to which this

Agreement relates without the written consent of the Developer thereto first having been obtained.

Arbitration

21. If any dispute or difference shall arise between the parties concerning any matter or thing of whatsoever nature arising out of or in connection with this Agreement or upon the failure of either party hereto to carry out the obligations hereof, then either party may forthwith give notice in writing to the other of such dispute or difference and the same shall thereupon be referred to the arbitration and final decision of a person agreed between the parties or failing such agreement within 14 days after either party has given to the other a written request to concur in the appointment of an Arbitrator of a person to be appointed by the President or Vice-President for the time being of the Chamber of Commerce under and in accordance with the Arbitration Act or any statutory modification or reenactment thereof for the time being in force and the award of the arbitrator shall be final and binding on the parties hereto.

ANNEX III

PREPARED BY:

Barristers-at-Law,
Solicitors and Conveyancers'
Lucas Street, St. George's,
GRENADA, WEST INDIES.

This indenture is made the day of in the year of Our Lord One Thousand Nine Hundred and Ninety-seven BETWEEN NATIONAL STADIUM PROJECT (GRENADA) CORPORATION whose registered office is Situate at 6 Camerhogne Church Street in the City of Saint George and State of Grenada (hereinafter called "the BORROWER" which expression shall where the context so admits include its assigns) of the ONE Part and CLICO INVESTMENT BANK LIMITED a Company duly incorporated under the Laws of Trinidad and Tobago with its registered office situate at 1 Rust Street St. Clair in the Island of Trinidad of the Republic of Trinidad and Tobago (hereinafter called "the BANK" which expression shall where the context so admits include its assigns) of the OTHER Part.

Whereas—

1. By virtue of an Facility Agreement made the day of One Thousand Nine Hundred and Ninety-seven between the Borrower of the One Part and the Bank of the Other Part (hereinafter called "the said Agreement") and recorded in the Deeds and Land Registry of Grenada together with but immediately before these presents it was agreed *inter alia* that the Bank would grant a loan to the Company on the terms and conditions set out and described in the said Agreement.
2. The Borrower is seised in unencumbered fee simple in possession of the hereditaments more particularly described in the Schedule hereto.
3. The Borrower has requested the Bank to lend to the Borrower a sum not exceeding Twenty-three Million Dollars United States Currency (US\$23,000,000.00) which the Bank has agreed to do upon having the repayment thereof with interest thereon secured in manner hereinafter appearing.

Now this indenture witnesseth as follows—

1. In pursuance of the said agreement and in consideration of the premises the Borrower hereby COVENANTS with the Bank that the Borrower will on

demand pay to the Bank all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Bank by the Borrower in whatever currency denominated whether on any Bank or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) including all liabilities in connection with foreign exchange transactions accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Borrower together with interest at the rate specified in the said Agreement hereinabove referred to (as well as after as before judgement obtained hereunder) commission fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Borrower or the property hereby mortgaged on a full indemnity basis.

2. The Borrower will pay interest on the monies so due at the rate specified in the said Agreement hereinabove referred to.
3. In further pursuance of the said agreement and in consideration of the sum of Twenty-three Million Dollars United States Currency (US\$23,000,000.00) being the same consideration mentioned in the said Agreement the Borrower as Beneficial Owner hereby CONVEYS UNTO the Bank ALL THAT the hereditaments more particularly set out and described in the Schedule hereto TO HOLD the same UNTO and TO THE USE of the Bank and its assigns in fee simple SUBJECT to the proviso for redemption hereinafter contained.
4. THE BORROWER HEREBY COVENANTS with the Bank as follows—
 - (i) So long as any monies remain owing on this security the Borrower will keep all buildings and other property of an insurable nature for the time being comprised in this security insured against loss or damage by fire and such other risks as the Bank may stipulate in their full value for the time being in such office or offices as the Bank shall approve and will punctually pay all premiums necessary for the purpose of such insurance and will forthwith on demand produce to the Bank the policy or policies of such insurance and the receipts for every such payment and will apply all monies which may be received by virtue of any such policy either in making the loss or damage in respect of which the same may have been received or (at the option of the Bank and without prejudice to any obligations in the policy of Insurance or to any obligations having priority to the obligations imposed by this deed) in discharge or reduction of the monies hereby secured. If the Borrower shall at any time refuse or neglect to keep the said insurances on foot or to produce any policy or receipt to the Bank in accordance with the agreement hereinbefore contained the Bank shall be entitled to exercise the powers of insurance by insuring the property hereby mortgaged and the Borrower will on demand repay to the Bank every sum expended by the Bank in so doing together with interest thereon from the date of expenditure at the rate of interest from time to time payable in respect of the principal monies for the time being secured thereby PROVIDED that if the Borrower shall comply with its obligations as to insurance contained herein and produced to the Bank policy or policies so maintained and the receipt for each premium paid in respect thereof it shall be deemed to have performed its covenant in that behalf in so far as concerns the sum insured and the risks to which such insurance relates.
 - (ii) That during the continuance of this security the Borrower will pay all land and house taxes and all other rates taxes and assessments which

now are or which may from time to time become payable in respect of the property hereinabove conveyed or expressed or intended so to be as the same shall become due and payable by the Borrower and will not permit the said property or any part thereof to become liable to be sold by the government or any other authority in consequence of its failure to pay such rates taxes or assessments as aforesaid and that if the Borrower shall make default in any of the above matters the Bank may at its discretion pay such rates taxes and assessments as aforesaid together with such fines and expenses as may properly be payable thereon and in respect thereof and all monies so paid by the Bank shall be repaid to it by the Borrower on demand and until so repaid shall be added to the principal monies hereby secured and bear interest accordingly.

- (iii) That the Borrower will permit the Bank and its agents and servants at all reasonable times during the continuance of this security to enter upon the said hereditaments and all buildings thereon for the purpose of viewing and inspecting the state and condition of the same and of exercising any of the rights of the Bank under these presents.
- (iv) Not to apply for or accept any loan which by virtue of any Statute Law or regulation will create a mortgage or charge upon the property hereby mortgaged ranking *pari passu* or in priority to this security without first obtaining the written consent of the Bank.
- (v) That any debentures mortgages or charges hereafter created by the Borrower (otherwise than in favor of the bank) shall be expressed to be subject to this security the Borrower will deposit with the Bank or its agents during the continuance of this security and the Bank shall be entitled to hold all deeds and documents of title relating to the freehold property of the Borrower.
- (vi) Not without the consent of the Bank first has and obtained to make or permit or suffer to be made any material charge or addition whatsoever in or to the mortgaged property or the use thereof.
- (vii) That during the continuance of this security the Borrower will not without the written consent of the Bank first has and obtained sell lease let or otherwise part with the possession of the property hereby mortgaged such consent however not to be unreasonably withheld.

5. PROVIDED FURTHER AND IT IS HEREBY EXPRESSLY DECLARED as follows—

- (i) That if the Borrower shall on demand or without any demand being made pay to the Bank all monies hereinbefore covenanted to be paid the Bank will at any time thereafter at the request and cost of the Borrower reconvey to the Borrower the hereditaments set out and described in the Schedule hereto or as the Borrower shall direct.
- (ii) Any demand for payment of monies hereby secured or any other notice under this security may be made by notice in writing signed by any manager accountant or officer on behalf of the Bank and such notice shall be deemed to be sufficiently served on the Borrower if addressed to the Borrower and left at its address as given in these presents or if sent by prepaid registered post to the said address or at its last known place of abode or business in Grenada and in the last mentioned case service shall be deemed to be effected at the time when such registered letter would in the ordinary course of post be delivered.

- (iii) Noting herein contained shall operate so as to merge or otherwise prejudice or affect any lien to which the Bank is now or may at any time hereafter by law be entitled or any cheque bill note guarantee mortgage or other security which the Bank may at any time hold from the Borrower or any other persons for any monies intended to be hereby secured or any right or remedy of the Bank thereunder.
- (iv) All costs charges and expenses properly incurred hereunder by the Bank including charges which the Bank may pay or incur in investigating the title to the said property and drawing stamping registering perfecting or enforcing this security or in obtaining payment or discharge for such monies and liabilities or any part thereof together with interest thereon at the rate mentioned in the said Agreement shall be charged on the said property for the time being subject to this security and shall on the same being paid on demand to the Bank by the Borrower with interest thereon from the time of payment at the rate mentioned in the said Agreement PROVIDED that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may or but for the said charge would have for the monies hereby secured or any part thereof.
- (v) The Statutory Power of Sale conferred on Mortgagees by the Conveyancing and Law of Property Act, Chapter 64, of the Revised Laws of Grenada, 1990, shall apply to this security but without the restrictions therein contained as to giving notice or otherwise so that for the purpose of a sale of the property hereby mortgaged under such Statutory Power the same shall as between the Bank and a Purchaser be exercised at any time after the execution of these presents PROVIDED that as Between the Bank and the Borrower the Bank shall not exercise the said power of sale until payment of the monies or discharge of the liabilities hereby secured has been demanded in manner aforesaid and the Borrower has made default in paying the same but this proviso shall be for the protection of the Borrower only and shall not affect the Purchaser or Purchasers or put him or her or them upon inquiry whether such default has been made.
- (vi) This security shall not be considered as satisfied or discharged by any intermediate payment of the whole or any part of the monies owing as aforesaid but shall constitute and be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever.
- (vii) That the Bank upon having notice either actual or constructive that the Borrower has incumbered or disposed of its equity of redemption in the said property hereby mortgaged or any part thereof shall be entitled forthwith to close the then account or accounts with the Borrower and open a new or separate account or accounts with the Borrower and no money paid or carried to thee credit of the Borrower in such new account or accounts shall be appropriated towards or have the effect of discharging any part of the amount owing on this security on the date of such notice AND FURTHER if for any reason such new or separate account shall not be opened as aforesaid the Bank shall nevertheless be deemed to have done so at the time when such notice shall have been received or deemed to have been received as aforesaid and all payments on account made by the Borrower shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of such new or separate account and shall not be appropriated towards or

have the effect of reducing or discharging any part of the amount owing on the said closed account at the time of such notice unless the person or persons paying in such money shall at the time of payment in writing direct the Bank specifically to appropriate the same to the purpose.

- (viii) Notwithstanding anything herein contained it is further agreed and declared that the advance or payments made by the Bank in accordance with the said Agreement at any time during the continuance of this security together with any amount already advanced or owing to the maximum for which these presents have at the date of any subsequent mortgage or charge been stamped shall at all times rank in priority to any other sum or sums secured hereafter on the property hereby mortgaged or charged in favour of any persons firms or corporations notwithstanding fluctuations variations alterations or dealings from time to time or at any time in the account or to the debt for which the security is given.
- (ix) The Statutory Power to appoint a receiver may be exercised at any time after the monies hereby secured have become due and default has been made in paying the same.

- 6. The several covenant powers conditions and provisions expressed and implied in the said Agreement shall apply to this mortgage for securing the sum of Twenty-three Million Dollars (US\$23,000,000.00) United States Currency as if the said covenants powers conditions and provisions were herein expressly set out and contained.
- 7. In this deed where the context admits the expressions “the Borrower” and “the Bank” include the persons for the time being deriving title under them.

In witness whereof the Borrower has caused it Common Seal to be hereunto affixed the day and year first hereinabove written.

THE FIRST SCHEDULE

All that lot piece or parcel of land known as Queen’s Park being part of Darbeau Estate situate in the parish of St. George and State of Grenada bounded as follows: In the North by a public road leading from the Western Main Road to GRENLEC. in the South by the St. John’s River, in the East by a public road leading from River Road to Darbeau Housing subdivision, and in the West by the Western Main Road or howsoever else the same may abut and abound and containing by admeasurement 29.43 acres.

THE COMMON SEAL of the National Stadium Project (Grenada) Corporation was by the authority of a resolution of the Board of Directors affixed in the presence of a Director and the Secretary who signed these presents and the same were delivered in the presence of

.....
Director
.....
Secretary

NATIONAL STADIUM PROJECT (GRENADA) CORPORATION

TO

CLICO INVESTMENT BANK LIMITED

MORTGAGE of hereditaments situate at

-----in the parish of Saint George and-----

-----State of Grenada-----

WILKINSON, WILKINSON and WILKINSON

ANNEX IV

TRINIDAD

This Agreement was prepared by me,
Attorneys at Law
Wilkinson, Wilkinson and Wilkinson
Lucas Street.
St. Georges,
Grenada

THIS ASSIGNMENT is made this day of in the Year of Our Lord One Thousand, Nine Hundred and Ninety-seven between NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a Company duly incorporated Under the Companies Act 1994 of Grenada with its Registered Office at 6, Camerhogne Church Street, St. Georges Grenada (hereinafter referred to as “the Assignor”) of the One Part and CLICO INVESTMENT BANK LIMITED a Company duly incorporated under the laws of Trinidad and Tobago with its registered office at 1 Rust Street, St. Clair in the Island of Trinidad of the Republic of Trinidad and Tobago as (hereinafter referred to as “the Assignee”) of the Other Part.

Whereas—

- A. The Assignee has entered into a Facility Agreement, dated as of 1997, (“Facility Agreement”) with the Assignor. It is a condition precedent to the making of Advances (as defined in the Facility Agreement) by the Assignee under the Facility Agreement that the Assignor shall have made the assignment contemplated by this Agreement.
- B. The loan is to be constituted by Bonds intended to be issued by the Assignor pursuant to a Trust Deed to be made between the Assignor and the Assignee whereunder the Assignee as trustee will hold the benefit of the security issued by the Assignor pursuant to the Facility Agreement for the Bondholders.
- C. The Assignor is the Lessor in respect of the lease granted by it particulars of which are set out in the Schedule hereto (the “Lease”).

Now therefore the agreement witnesseth—

In consideration of the premises and the agreements herein and in order to induce the Assignee to make the Advances under the Facility Agreement, the Assignor hereby agrees with the Assignee as follows—

1. Definitions

- 1.1 Reference is hereby made to the Facility Agreement and the Trust Deed for a statement of the terms thereof. All terms used in this Agreement which are defined in the Trust Deed and the Facility Agreement and which are not otherwise defined herein shall have the meanings herein as set forth therein.

2. Assignment

- 2.1 The Assignor hereby assigns to the Assignee for the benefit of the Bondholders and hereby grants to the Assignee for the benefit of the Bondholders a continuing lien in, all of the Assignor's right, title and interest in and to the Lease, as such Lease may be amended or otherwise modified or altered from time to time including, without limitation—
- 2.1.1 all rights of the Assignor to receive all rentals and other monies due and to become due under or pursuant to the Lease and to take all remedies for the recovery thereof,
 - 2.1.2 all rights of the Assignor to receive proceeds of any insurance, indemnity, warranty or guarantee with respect to the Lease,
 - 2.1.3 claims of the Assignor for damages arising out of or for breach of or default under the Lease,
 - 2.1.4 the right of the Assignor to the extent available under the Lease to terminate the Lease, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder,
 - 2.1.5 all rights of the Assignor to receive monies due or to become due from the Lessor or any other person or entity obligated to make any payment pursuant to the Lease, and
 - 2.1.6 to the extent not included in the foregoing, all proceeds of any and all of the foregoing Lease.
- 2.2 This agreement and assignment secures the payment of all obligations of the Assignor now or hereafter existing under the Facility Agreement, the Trust Deed the Bonds and any other agreement or instrument relating thereto whether for principal, interest, fees, expenses or otherwise, and all obligations of the Assignor under this Agreement (all such obligations under this Agreement and the Assignor's Obligations under the Facility Agreement, the Trust Deed, the Bonds and any other agreement or instrument relating thereto being the "Obligations").

3. Representations and Warranties

- 3.1 The Assignor represents and warrants as follows—
- 3.1.1 The Assignor has delivered to the Assignee complete and correct copies of the Lease, including all schedules supplementary instruments and exhibits thereto. The Lease set forth the entire agreement and understanding of the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby or the rights of the Assignor in respect thereof. The Lease are the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with their respective terms. No default thereunder by any such party has occurred, nor does any defence, offset, deduction or counterclaim exist thereunder in favour of any such party.
 - 3.1.2 The Assignor is entitled to the benefit of the Lease free and clear of any lien or other charge or encumbrance except for the security interest created by this Agreement.
 - 3.1.3 This Agreement creates a valid lien in favour of the Assignee in the Lease as security for the Obligations.
 - 3.1.4 The exercise by the Assignee of any of its rights and remedies hereunder will not contravene any law or any contract to which the Assignor is a party or any of its properties, and upon such

exercise the Assignee shall be entitled to the benefits and rights of the Assignor under the Lease.

4. Covenants

- 4.1 So long as any of the Obligations shall remain outstanding, unless the Assignee shall otherwise consent in writing—
- 4.1.1 The Assignor shall, at its expense, cause all amounts due to be paid under the Lease to be deposited into the Assignee's account ("the Deposit Account).
- 4.1.2 The Assignor, at its expense, at any time and from time to time, shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Assignee may request in order
- (i) to perfect and protect the lien purported to be created hereby;
 - (ii) to enable the Assignee to exercise and enforce its rights and remedies hereunder in respect of the Lease; or
 - (iii) to otherwise effect the purposes of this Agreement, including without limitation—
 - (A) giving notice to the Lessee under the Lease of this Assignment in the forms attached hereto as Part 1 of exhibit A;
 - (B) causing the Lessee under the Lease to execute and deliver to the Assignee a Consent and Agreement in the forms attached hereto as Part 11 of Exhibit A; and
 - (C) executing and delivering such other documents and taking all further action as may be necessary or desirable or that the Assignee may request in order to perfect and preserve the lien purported to be created hereby or to enable the Assignee to exercise and enforce its rights and remedies hereunder with respect to the Lease.
- 4.1.7 Upon the occurrence and during the continuance of any breach or default under any Lease by any party thereto other than the Assignor—
- (i) the Assignor, promptly after obtaining knowledge thereof, shall give the Assignee written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto,
 - (ii) the Assignor shall not, without the prior written consent of the Assignee, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise of any of its remedies in respect thereof, and
 - (iii) the Assignor, upon written instructions from the Assignee and at the Assignors expense, shall take such action as the Assignee may deem necessary or advisable in respect thereof.
- 4.1.8 The Assignor, at its expense, shall promptly deliver to the Assignee a copy of each notice or other communication received by it by which any other party to the Lease purports to exercise

any of its rights or affect any of its obligations thereunder, together with a copy of any reply by the Assignor thereto.

4.1.9 The Assignor shall not, without the prior written consent of the Assignee, cancel, terminate, amend, modify, or waive any provision of, the Lease.

4.2 The Assignor shall not, without the Assignee's prior written consent, assign, sell, lease, mortgage or charge or otherwise dispose of or encumber, or permit any such disposition or encumbrance with respect to, the Lease.

5. Additional Provisions Concerning the Collateral

5.1 The Assignor hereby irrevocably appoints the President of the Assignee, or such of the officers of the Assignee as the Assignee shall appoint as the Assignor's attorney, with full authority in the place and stead of the Assignor and in the name of the Assignor or otherwise, from time to time in the Assignee's discretion, to take any action and to execute any instrument the Assignee may deem necessary or advisable to accomplish the purposes of this Agreement including, without limitation—

5.1.1 to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipt for monies due and to become due under or in respect of the Lease;

5.1.2 to receive, indorse, and collect any drafts or other instruments and documents in connection therewith; and

5.1.3 to file any claims or take any action or proceeding or institute any proceedings that the Assignee may deem necessary or desirable to enforce the rights of the Assignee with respect to the Lease.

5.2 If the Assignor fails to perform any agreement contained herein, the Assignee may itself perform, or cause performance of such agreement or obligation, and the expenses of the Assignee incurred in connection therewith shall be payable by the Assignor pursuant to Section 7 hereof.

5.3 The powers conferred on the Assignee hereunder are solely to protect its interest in the Lease and shall not impose any duty upon it to exercise any such powers. Except for the accounting for monies actually received by it hereunder, the Assignee shall have no duty as to any Lease or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Lease.

5.4 Anything herein to the contrary notwithstanding—

(i) the Assignor shall remain liable under the Lease to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed,

(ii) the exercise by the Assignee of any of its rights hereunder shall not release the Assignor from any of its obligations under the Lease, and

(iii) the Assignee shall not have any obligation or liability by reason of this Agreement under the Lease, nor shall the Assignee be obligated to perform any of the obligations or duties of the Assignor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

6. Remedies Upon Default

6.1 If any Event of Default shall have occurred and be continuing—

6.1.1 The Assignee shall be entitled to any and all rights, title and interest of the Assignor under the Lease in accordance with the terms thereof and to assign any of them to any person or entity.

- 6.1.2 Any payments received by the Assignor under or in connection with the Lease shall be received in trust for the benefit of the Assignee and the Bondholders, shall be segregated from other funds of the Assignor and shall be forthwith paid over to the Assignee in the same form as so received (with any necessary indorsement).
- 6.1.3 Any and all cash proceeds received by the Assignee in respect of any collection from, or other realisation upon, all or any part of the Lease, may, in the discretion of the Assignee, be held by the Assignee as collateral, for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Assignee pursuant to Section 7 hereof) in whole or in part by the Assignee against, all or any part of the Obligations in such order as the Assignee shall elect. Any surplus of such payments held by the Assignee and remaining after payment in full of all the Obligations shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive such surplus.
- 6.1.4 In the event that the proceeds of any collection or realisation are insufficient to pay all amounts to which the Assignee is legally entitled, the Assignor shall be liable for the deficiency, together with interest thereon at the rate specified in the Facility Agreement and with the costs of collection and the reasonable fees of any attorneys employed by the Assignee to collect such deficiency.
- 6.1.5 The Assignee may exercise in respect of the Lease, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of an assignee on default under the laws of Grenada.

7. Indemnity and Expenses

- 7.1 The Assignor agrees to indemnify the Assignee from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting solely and directly from the Assignee's gross negligence or wilful misconduct.
- 7.2 The Assignor shall upon demand pay to the Assignee the amount of any and all costs and expenses, including the fees and disbursements of the Assignee attorneys and of any experts and agents, which the Assignee may incur in connection with
- (i) the administration of this Agreement,
 - (ii) the exercise or enforcement of any of the rights of the Assignee hereunder, or
 - (iii) the failure by the Assignor to perform or observe any of the provisions hereof. Such costs, expenses and fees shall be secured by this Agreement.

8. Notice

- 8.1 All notices and other communications provided for hereunder shall be in writing and shall be mailed, transmitted by telecopier or delivered, if to the Assignor, to its address specified in the Facility Agreement; if to the Assignee, to it at its address specified in the Facility Agreement; or as to either such Person at such other address as shall be designated by such Person in a written notice complying with the terms of the Facility

Agreement. All such notices and other communications shall be effective as set forth in the Facility Agreement.

9. Lien Interest Absolute

- 9.1 All rights of the Assignee and the assignment and lien hereunder, and all Obligations of the Assignor hereunder, shall be absolute and unconditional, irrespective of—
- 9.1.1 any lack of validity or enforceability of the Obligations;
 - 9.1.2 any change in the time, manner or place of payment of, or in any other term of all or any of the Obligations, or any other amendment or waiver of or any consent to departure therefrom;
 - 9.1.3 any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or
 - 9.1.4 any other circumstance which might otherwise constitute a defence available to, or discharge of, the Assignor in respect of the Obligations.

10. Miscellaneous

- 10.1 No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Assignor and the Assignee, and no waiver of any provision of this Agreement, and no consent to any departure by the Assignor therefrom, shall be effective unless it is in writing and signed by the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 10.2 No failure on the part of the Assignee to exercise, and no delay in exercising, any right hereunder or under the Obligations shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other rights. The rights and remedies of the Assignee provided in the Obligations are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law and the Assignee may exercise such rights and remedies individually or cumulatively or in such manner as the Assignee in its sole discretion shall decide.
- 10.3 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 10.4 This Agreement shall—
- 10.4.1 remain in full force and effect until the payment in full or release of the Obligations;
 - 10.4.2 be binding on the Assignor and its successors and assigns and shall inure together with all rights and remedies of the Assignee hereunder, to the benefit of the Assignee and its successors, transferees and assigns.
- 10.5 Without limiting the generality of clause 10.4.2 the Assignee may assign or otherwise transfer its rights under any of the Obligations to any other person, or entity and such other person or entity shall thereupon become vested with all of the benefits in respect thereof granted to the Assignee herein or otherwise. None of the rights or Obligations of the Assignor

hereunder may be assigned or otherwise transferred without the prior written consent of the Assignee.

10.6 Upon the satisfaction in full of the Obligations—

10.6.1 this Agreement and the lien created hereby shall terminate and all rights to the Lease shall revert to the Assignor; and

10.6.2 the Assignee will, upon Assignor’s request and at the Assignor’s expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination.

10.7 This Agreement shall be governed by and construed in accordance with the laws of Grenada.

IN WITNESS WHEREOF the Assignor has hereunto affixed its Common Seal the day and year first hereinabove written and the Assignee has hereunto affixed its Common Seal the day of , 1997.

THE SCHEDULE ABOVE REFERRED TO

Deed of Lease dated the day of 1997 and made between the Assignor of the one part and the Government of Grenada (hereinafter called “the Lessee”) of the other for a term of Fifteen Years at a rent of—

The Common Seal of NATIONAL PROJECT STADIUM) (GRENADA) CORPORATION was hereunto affixed by order and authority of the Board of Directors and in conformity with the Articles of Association and signed in the presence of:

The Common Seal of CLICO INVESTMENT BANK LIMITED was hereunto affixed by its Secretary in the presence of one of the Directors of the Company by order and authority of the Board of Directors and in conformity with the Articles of Association and signed by them in the presence of:

EXHIBIT A

Part I

TO: The Government of Grenada

WE, the National Stadium Project (Grenada) Corporation a Company duly incorporated under the laws of Grenada with our registered office at 6, Camerhogne Church Street, St. Georges, Grenada and Clico Investment Bank Limited a Company duly incorporated under the laws of Trinidad and Tobago with our registered office at I Rust Street, St. Clair in the Republic of Trinidad and Tobago hereby give you notice that the National Stadium Project (Grenada) Corporation (the “Company”) have by an assignment dated the day of 1997 and made between the Company of the One Part and Clico Investment Bank Limited (the “Bank”) of the Other Part assigned to the Bank all rents payments and other monies due and to become due under

a Lease dated theday of , 1997 and made between the Company of the One Part and on behalf of the Government of Grenada of the Other Part and we require you to pay the same to the Bank to its account

Dated the day of , 1997.

National Stadium Project (Grenada) Corporation

.....
Clico Investment Bank Limited

EXHIBIT A

Part II

on behalf of the Government of Grenada hereby acknowledge receipt of the Notice of Assignment dated the day of , 1997 of all rents payments and monies due under the Lease dated the day of , 1997 and made between the National Stadium Project (Grenada) Corporation of the One Part and on behalf of the Government of Grenada of the Other Part and agree to pay the rents payments and monies due and to become due under the Lease in pursuance of the Assignment.

Dated the day of , 1997.

On behalf of the Government of Grenada

ANNEX V

GRENADA

This indenture is made the day of April One Thousand Nine Hundred and Nine-seven BETWEEN THE MINISTER OF FINANCE as the corporation sole (hereinafter "the Corporation") established by the Minister of Finance (Incorporation) Act, 1994, No. 16 (hereinafter "the Act") of the FIRST part THE MINISTER OF FINANCE acting herein on behalf of the Government (hereinafter "the Minister") of the SECOND part and THE NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a company incorporated under the Companies Act, 1994, of Grenada with registered office situate at 6 Carnerhogne House, Church Street, St. Georges, Grenada (hereinafter "the Project Company") of the THIRD part.

Whereas pursuant to the provisions of the Act all State lands are vested in the Corporation (to be held in trust for the State) and the Corporation with the permission of the Governor-General shall have power to convey any of the State lands vested in the Corporation on such terms as to the Corporation seems fit.

And whereas the Minister on behalf of the Government of Grenada has agreed to the terms and conditions contained in a proposal from I.C.S (Grenada) Limited a limited liability company incorporated in Grenada and with registered office situate at Church Street, St. Georges, Grenada (hereinafter "ICSL") for the design, financing and construction of the Grenada National Stadium Complex on lands forming part of the Queen's Park (hereinafter "the Project")

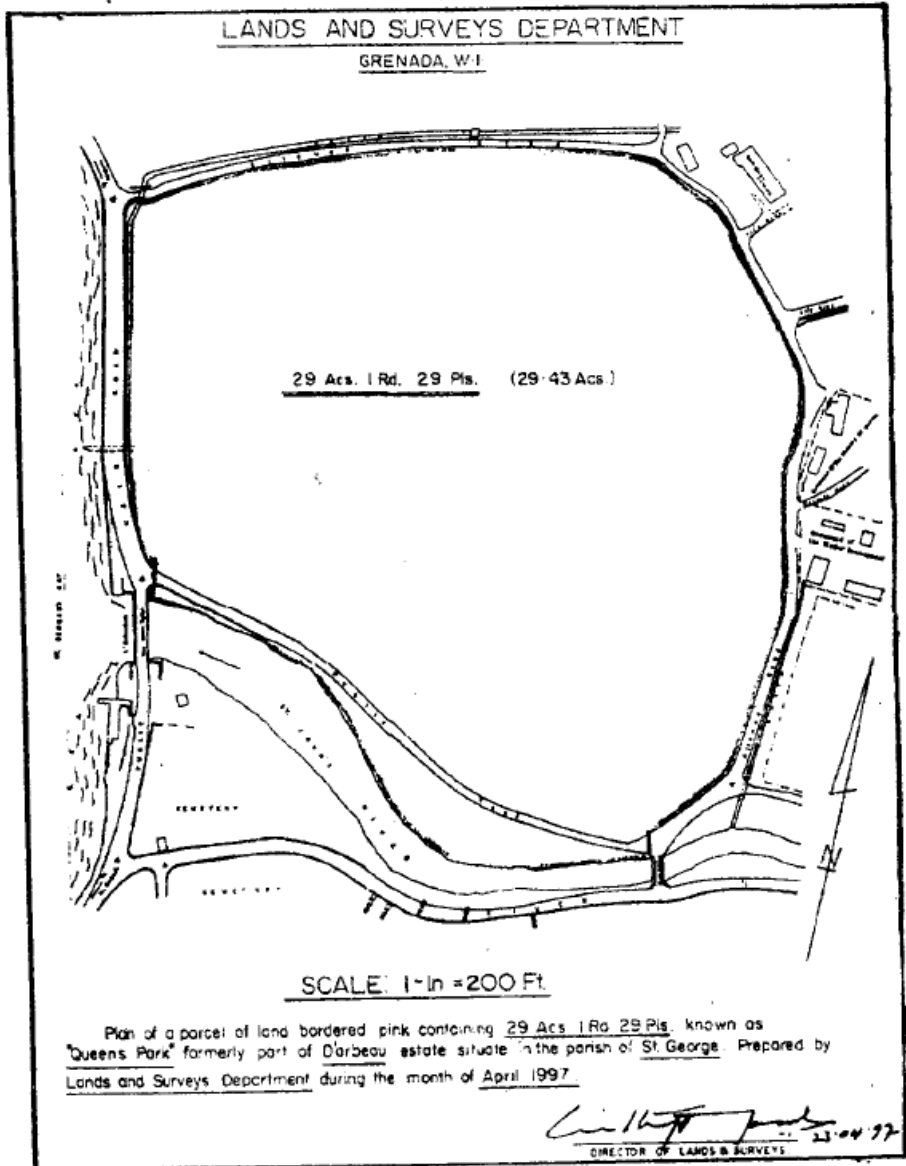
And whereas the financing arrangements contained in the said proposal provide (*inter alia*):

- (a) That the lands at Queen's park (hereinafter "the lands") required for the Project be conveyed to the Project company in consideration of the payment of One Dollar (\$1.00) by the Project Company to the Corporation;
- (b) That on completion of the Project the Project Company will lease the Project to the Corporation in consideration of the rents covenants and conditions

therein reserved and contained and on the part of the Corporation to be paid observed and performed;

- (c) That the Project Company on the satisfactory discharge of all the obligations of the Minister and of the Corporation under the said financial arrangements the Project Company will reconvey the lands and the Project to the Corporation in consideration of the payment of One Dollar (\$1.00) by the Corporation to the Project Company.

A



Fourth Schedule

GRENADA NATIONAL STADIUM (DEVELOPMENT AND FINANCING) ACT

Deed of Conveyance

GRENADA

RE-CONVEYANCE AGREEMENT

THIS DEED OF AGREEMENT is made the day of 1997 BETWEEN NATIONAL STADIUM PROJECT (GRENADA) CORPORATION a company duly incorporated under the Companies Act, 1994, of Grenada with its Registered Office at 6 Camerhogne House, Church Street, St. George's, Grenada (hereinafter referred to as "the Project Company") of the One Part and the MINISTER OF FINANCE, a corporation sole established by the Minister of Finance Incorporation) Act, Act No. 16 of 1994 for and on behalf of the State of Grenada (hereinafter referred to as the "Government of Grenada") of the Other Part.

Whereas the piece or parcel of land described in the SCHEDULE and shown on a plan annexed hereto prepared by the Lands and Surveys Department, St. George's, Grenada dated April 23, 1997 and signed by GILBERT V.C. MASSELL, Director of Lands and Surveys has been conveyed by the Minister of Finance as a corporation sole to the National Stadium Project (Grenada) Corporation by deed of conveyance dated the day of, 1997, for the purpose of the construction of the Grenada National Stadium Complex (hereinafter referred as "the Project").

And whereas the Minister of Finance acting for and on behalf of the Government of Grenada entered into an agreement with the Project Company, I.C.S. (Grenada) Limited and Clico Investment Bank (hereinafter referred to as "the Development Agreement") for the construction of the Project in accordance with "the Building Contract" hereinafter referred to as ("the Building Contract") as defined in the Development Agreement.

And whereas the Project Company (acting as Lessor) entered into a Lease of the said piece or parcel for a period of twenty years subject to certain terms and conditions.

Now therefore it is hereby agreed and declared by and between the parties that in consideration of the premises the Project Company shall at the request and cost of the Government of Grenada reconvey to the said Government of Grenada the said parcel of land more particularly described in the SCHEDULE hereto as soon as the said Government of Grenada has fulfilled all its obligations under the Development Agreement, the Faculty Agreement the lease and any legal obligation connected to the Project.

Schedule

All that lot piece or parcel of land known as Queen's Park being part of Darbeau Estate situate in the Parish of St. George and State of Grenada bounded as follows: In the North by a public road leading from the Western Main Road to GRENLEC, in the South by the St. John's River, in the East by a public road leading from River Road to Darbeau Housing subdivision, and in the West by the Western Main Road or howsoever else the same may abut and abound and containing by admeasurement 29.43 acres.

In witness whereof the Common Seal of NATIONAL STADIUM PROJECT (GRENADA) CORPORATION was hereunto affixed the day of

In the year of Our Lord One Thousand Nine Hundred and Ninety Seven and the MINISTER OF FINANCE for and on behalf of the State of Grenada has hereunto set his or her hand the day of in the year of Our Lord One Thousand Nine Hundred and Ninety Seven.

THE COMMON SEAL of NATIONAL STADIUM PROJECT (GRENADA) CORPORATION

was hereunto affixed by the Secretary
in the presence of a Director by
authority of the Board of Directors
and in conformity with its Articles
of Association in the presence of:

And of me

SIGNED AND DELIVERED by the within
named MINISTER OF FINANCE for and on
behalf of the State of Grenada in the
presence of:

And of me

**CHAPTER 130F
GRENADA NATIONAL STADIUM (DEVELOPMENT
AND FINANCING) ACT**

SUBSIDIARY LEGISLATION

List of Subsidiary Legislation

1. Grenada National Stadium (Financing and Development (Exemptions)) Order
-

Grenada National Stadium (Financing And Development (Exemptions)) Order

SRO 20 of 1997

ARRANGEMENT OF ORDERS

1. Citation.
 2. Exemption of taxes, etc.
 3. Exemption from licence.
- Schedule Duties, Taxes, etc., Exempted from
-

**GRENADA NATIONAL STADIUM (FINANCING AND DEVELOPMENT
(EXEMPTIONS)) ORDER**

[SRO No. 20 of 1997.]

[4th June, 1997.]

1. Citation

This Order may be cited as the Grenada National Stadium (Financing and Development (Exemptions)) Order.

2. Exemption of taxes, etc.

(1) The National Stadium Project (Grenada) Corporation Limited and I.C.S. (Grenada) Limited are hereby exempted from any duties, taxes and other like payments exigible by virtue of the enactments specified in the Schedule with respect to such imported goods, materials and equipment, as the Minister determines, that are wholly, exclusively and immediately connected to the financing and development of the Grenada National Stadium.

(2) Without prejudice to anything contained in paragraph (1), CLICO Investment Bank Limited is hereby exempted from withholding tax under the Income Tax Act, 1994, No. 36 with respect to any fee, or other payment made to it that is wholly, exclusively and immediately connected with the financing and development of the Grenada National Stadium.

3. Exemption from licence

I.C.S. (Grenada) Limited and CLICO Investment Bank Limited are hereby exempted from the requirement of a licence under the Aliens (Land-Holding) Regulation Act , Chapter 13, to be a shareholder or director in a company incorporated in Grenada or with respect to the holding of a bond, mortgage or debenture mat is wholly, exclusively and immediately connected with the financing and development of the Grenada National Stadium.

Schedule

GRENADA NATIONAL STADIUM (DEVELOPMENT AND FINANCING) ACT

GRENADA NATIONAL STADIUM (FINANCING AND DEVELOPMENT (EXEMPTIONS)) ORDER

Duties, Taxes, etc., Exempted from
[Section 2.]

Customs (Control and Management) Act, Chapter 75A

Customs (Service Charge) Act, Chapter 75C

General Consumption Tax Act, Chapter 121A

Stamp Act, Chapter 309

Environmental Levy Act, Chapter 90B.
