

3256

Formal approval is hereby granted in accordance with the provisions of the Income Tax Act - Chap 75:01  
CHAIRMAN  
BOARD OF INLAND REVENUE

TRINIDAD AND TOBAGO

THIS DEFERRED ANNUITY TRUST DEED is made the  
Between \_\_\_\_\_ a company duly incorporated under the Companies Ordinance Chapter 31 No. 1 and having its registered office at \_\_\_\_\_ in the Island of Trinidad (hereinafter called "the **Contributing Employer**") of the One Part and REPUBLIC BANK LIMITED a company also incorporated under the Companies Ordinance Chapter 31 No. 1 and having its registered office at 9-17 Park Street, Port of Spain in the said Island of Trinidad (hereinafter called "the **ORIGINAL TRUSTEE**") of the Second Part.

**WHEREAS:**

- A. The ORIGINAL TRUSTEE has devised and established a Deferred Annuity Plan entitled "**THE REPUBLIC CORPORATE TAX INCENTIVE SAVINGS PLAN II**" (hereinafter called "**the Plan**") with effect from the (hereinafter referred to as "**THE EFFECTIVE DATE**") which plan has been approved by the Board of Inland Revenue for the purposes of the Income Tax Act, (as hereinafter defined) as complying with the requirements of Section 134 of that Act and the rules and regulations made under and pursuant to that Act.
- B. The Plan proposes that various Employers will make contributions in respect of their employees under a deferred annuity trust deed in the form of this trust deed which contributions will be held in trust by the Trustee of the Plan and invested as a single fund to be used for providing each such employee an annuity for life and other ancillary benefits in accordance with the rules and regulations governing the Plan which are more particularly described and set out in the Schedule hereto and in the Participating Certificate (as hereinafter defined).
- C. The ORIGINAL TRUSTEE has upon written application (hereinafter called "**the said APPLICATION**") made by the Contributing Employer and for the consideration and on the terms and conditions hereinafter set out and contained agreed to permit the Contributing Employer to become a contributor under the Plan.
- D. The Original Trustee has for the consideration and on the terms and conditions set out herein agreed to act as the first trustee under the Plan.

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY  
AGREED as follows:

1. **DEFINITIONS**

In this deed unless otherwise defined:

- (a) i) "**Account**" means the account established by the Trustee on behalf of each Employee, to which will be credited all payments received for and on behalf of such employee and Earned Interest. The Account will be sub-divided into an interest sub-account and a capital sub-account.
- ii) "**Additional Contributions**" means moneys, periodically or otherwise paid by the Contributing Employer on behalf and for the benefit of the Employee to the Trustee for the purpose of investment of the same by the Trustee to secure a future benefit as set out hereunder.
- iii) "**Earned Interest**" means income earned on the investments of the Trust Fund and credited to the Employee's Account in the relevant fiscal year.
- iv) "**Employer**" means a company or other corporation which provides regular full time employment for persons (Employees) whose emoluments thereof would fall to be assessed under the Income Tax Act including any person who takes part in the management of the affairs of such company, and a Contributing Employer is an Employer which has undertaken to perform the obligations under the Plan and makes contributions thereunder on behalf of its Employees.
- v) "**First Contribution**" means the first contribution moneys paid to the Trustee by the Contributing Employer on behalf and for the benefit of the Employee as specified in Clause 4.
- vi) "**Maturity Date**" means the date upon which the Employee attains the age specified in the said Application or subsequently altered by written request of the Employer on a form supplied by the Trustee, and at which shall commence his annuity for life, provided that such date shall not be a date before the Employee attains fifty (50) years of age or after seventy (70) years of age.
- vii) "**Other Contributors**" means all other Employers who have made an application to become contributors under the Plan and whose applications have been accepted by the Trustee.

- viii) **"Participating Certificate"** means a certificate which is issued by the Trustee to the Contributing Employer in respect of each of its Employees which certifies its participation in the Plan and summarises the terms and conditions of such participation and which is signed by the Trustee as signifying the Trustee's agreement to apply the contributions regular or otherwise for the purpose of providing to each such Employee commencing on the Maturity Date an annuity for life and other ancillary benefits.
- ix) **"Permanently Incapacitated"** means the incapacity of the Employee due to bodily injury or disease which, in the opinion of the Trustee, acting on the advice of a Medical Panel appointed by the Trustee, is such as to prevent the Employee from engaging or being employed for remuneration or profit in his occupation or any other occupation for which the Employee is reasonably suited.
- x) **"The Income Tax Act"** means the Income Tax Act Chapter 75:01 of the laws of Trinidad and Tobago as amended from time to time.
- xi) **"Transfer Payment"** means monies received by the Trustee at the request of the Employee and the Contributing Employer from another deferred annuity plan established by Republic Bank Limited and approved by the Board of Inland Revenue as complying with the requirements of Section 134 of the Income Tax Act.
- xii) **"Trust Deed"** means this deed and any deed or deeds supplemental thereto.
- xiii) **"Trustee"** shall mean the ORIGINAL TRUSTEE and shall include the trustee or trustees for the time being of the moneys the subject of the trust hereby created and of all other moneys paid in trust to the Trustee subsequent thereto or consequent thereupon.
- xiv) **"Trust Fund"** means all moneys paid to the Trustee by the Contributing Employer pursuant to the Trust Deed and all other moneys paid to the Trustee by Other Contributors pursuant to similar trust arrangements and under the Plan and invested as an aggregate fund pursuant to Clause 6 hereof and includes all interest dividends and other gains realised or unrealised on such monies from which shall be deducted the benefits to be paid to the Employees and Employees of the Other Contributors pursuant to the Plan and the Trustee's management fees and expenses of administering, investing and, if applicable, winding up the Trust Fund.
- (b) References herein to statutory provisions shall be construed as references to those provisions as respectively amended, extended or

re-enacted or as their application is modified by other provisions (before the date hereof) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

- (c) Clause headings are inserted herein for the convenience of reference only and shall not affect the construction of the Trust Deed.
- (d) References herein to Clauses are references to the Clauses hereof.
- (e) Any reference herein to the masculine shall include a reference to the feminine and neuter, and the singular shall include the plural.

2. **APPLICATION**

The said Application shall be incorporated herein and forms a part hereof.

3. **PURPOSE OF PLAN CONTRIBUTION**

The purpose of the Plan and the object of the contribution is to secure for the Employee, upon Maturity on the Maturity Date an annuity for life and other ancillary benefits as specified in Rule 12 of the Schedule hereto and notwithstanding anything herein expressed or implied no part of the capital or interest in the Account shall be paid, or lent to or applied for the benefit of the Employer in any manner or in any circumstances whatsoever.

4. **FIRST CONTRIBUTION**

The Contributing Employer has prior to the execution of this Deed paid to the Trustee the First Contribution being the sum of \$

5. **ESTABLISHMENT OF TRUST**

The First Contribution shall be held by the Trustee under irrevocable trust to be administered in accordance with the provisions of the Trust Deed and the requirements of the Income Tax Act.

6. **INVESTMENT THROUGH TRUST FUND**

The Trustee for the purposes of investment may aggregate the First Contribution and all Additional Contributions together with contributions whether first or additional paid by Other Contributors under and pursuant to the Plan and trust deeds similar to the Trust Deed and such aggregated amounts may be invested and operated as a single fund, the Trust Fund.

7. **TRANSFERS**

- (a) The Trustee shall have the right and the power at any time during the continuance of the Trust hereby created to accept in relation to the Employee, provided he has been a member of another deferred annuity plan established by Republic Bank Limited and approved by the Board of Inland Revenue as complying with the requirements of Section 134 of the Income Tax Act, a Transfer Payment and apply same in accordance with the provisions of the Trust Deed. Such Transfer Payment shall not in relation to the Plan, be eligible to be an allowable deduction under the Income Tax Act.
- (b) If the Employee becomes a member of another deferred annuity plan established by Republic Bank Limited and approved by the Board of Inland Revenue as complying with Section 134 of the Income Tax Act, the Trustee may, with the written consent of the Employee and the Employer transfer the value of the Account of the Employee.
- (c) All transfers shall be subject to the written approval of the Board of Inland Revenue.

8. **OTHER TRUSTEED MONEYS**

The First Contribution and all Additional Contributions and Transfer Payments and the Earned Interest and all other moneys accruing out of the investment thereof shall be vested in the Trustee who shall stand possessed thereof upon irrevocable trust to hold, invest and apply the same as provided by the Trust Deed.

9. **TRUSTEE'S OBLIGATIONS**

The Trustee hereby covenants with the Contributing Employer as follows:

- i) That the Trustee shall immediately on receipt credit to the Account the First Contribution and all Additional Contributions regular or otherwise received by the Trustee from the Contributing Employer on behalf and for the benefit of the Employee and shall likewise credit to the interest sub-account Earned Interest.
- ii) That the Trustee shall pay into the Trust Fund all income derived from investing the Trust Fund and any other gains realised by the Trust Fund and any other monies due to the Trust Fund and shall apply or cause to be applied out of the Trust Fund such moneys for the expenses of administering, investing and, if applicable, winding up the Trust Fund and for the acquisition of the benefits prescribed by the Trust Deed.
- iii) That the Trustee shall pay to the Board of Inland Revenue on behalf of the Employee all taxes deductible and due under the Income Tax Act as it relates

to the Plan.

- iv) That the Trustee shall cause an actuarial investigation of the financial position of the Trust Fund to be made annually and for that purpose shall furnish to the actuary appointed by the Trustee all necessary accounts and information and cause the said actuary to report in writing the results of such investigation.
- v) That the Trustee shall comply with the provisions of the Trust Deed.
- vi) That the Trustee shall not be under any obligation to enforce payment from the Contributing Employer of any Additional Contributions.

**10. OBLIGATIONS OF CONTRIBUTING EMPLOYER**

The Contributing Employer hereby covenants with the Trustee as follows:

- (a) That subject to the provisions of the Trust Deed it will pay to the Trustee its contributions as provided by the said Application.

Provided always that the total of

- i) the contributions made by the Contributing Employer in respect of the Employee to the fund or under the Plan, and
  - ii) any contributions made by the Employee and/or the Contributing Employer in respect of such Employee to an approved pension fund plan or approved deferred annuity plan does not exceed the maximum amount permitted as an allowable deduction under the Income Tax Act.
- (b) That it will comply with the provisions of the Trust Deed.
  - (c) That it will notify the Trustee in writing of every occurrence matter or thing affecting the trust which shall come to its knowledge and the Trustee shall be entitled to act on any such notification without enquiry or responsibility therefor.

PROVIDED ALWAYS THAT:

- i) While the Contributing Employer has every hope of maintaining its contributions to the Plan on behalf of the Employee, the right is nevertheless reserved by the Contributing Employer to reduce its contributions or to terminate its liability to make contributions on behalf of the Employee.
- ii) Nothing in the Trust Deed or any deed or deeds made supplemental thereto shall in any way restrict the rights of the

Contributing Employer or any officer or manager of the Contributing Employer to determine the employment of the Employee.

- iii) The benefits to which the Employee claims to be entitled under the provisions of the Trust Deed and any deed or deeds supplemental thereto shall not be used as grounds for increasing damages in any action brought by the Employee against the Contributing Employer in respect of his dismissal or otherwise.

**11. APPOINTMENT OF TRUSTEE**

- (a) The Original Trustee shall have the power to retire at any time and appoint a new Trustee and remove the Trustee and any Trustee appointed to replace a removed Trustee and may exercise such power by executing the necessary deed.
- (b) The power of appointing a new Trustee hereunder shall extend to the appointment of an additional Trustee or additional Trustees up to any number subject to such limit (if any) as may for the time being be allowed by Law.
- (c) On the appointment of new Trustees to replace the former Trustees, or upon retirement, the outgoing Trustees shall transfer to the new Trustees for the time being the property comprising the investments of the Trust Fund.
- (d) If any Trustee other than the Original Trustee shall at any time desire to withdraw or be discharged from the Trusts hereof it may give one month's notice in writing to the Original Trustee and upon giving such notice the Trustee so doing shall cease to be a Trustee of the trust created under the Trust Deed to all intents and purposes except as to the acts and deeds necessary for the proper vesting of the trust property in the continuing or new Trustee or Trustees or otherwise as the case may require which acts and deeds shall be done and executed at the expense of the Trust Fund PROVIDED HOWEVER that if the Trustee so desiring to withdraw and be discharged shall be a sole Trustee then he shall not cease to be a Trustee until a new Trustee or Trustees shall have been appointed in place of such retiring Trustee.
- (e) The office of a Trustee shall ipso facto be determined and vacated if such Trustee being an individual shall be found to be lunatic or of unsound mind or if he shall become subject to the bankruptcy laws or if he shall remain out of the country in which this trust is for the time being administered for more than twelve months or if such Trustee, being a company, shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction).

**12. TRUSTEE'S MANAGEMENT FEES AND EXPENSES**

The Trustee shall be entitled to deduct annually from the Trust Fund its management fee and shall be reimbursed out of the Trust Fund for all reasonable legal and other expenses incurred in administering and investing the Trust Fund.

**13. MANAGEMENT OF TRUST FUND**

- (a) The Trustee may employ any individual, firm or corporation to manage the Trust Fund.
- (b) All matters, discretions or questions arising out of or under the provisions of the Trust Deed and all discretions exercisable thereunder and generally all other business affecting the Trust Fund shall be dealt with by the Trustee. All such decisions, discretions and other matters and things dealt with by the Trustee shall be in such form as the Trustee may determine.
- (c) The Trustee from time to time shall, establish rules and regulations for the administration of the Trust Fund and the transaction of its business. The decision of the Trustee on any question involving the general administration, interpretation and application of the Trust Fund shall be conclusive. Any discretionary actions to be taken in respect of the Trust Fund by the Trustee shall be uniform in their nature and applicable to all persons similarly situated.

**14. EMPLOYMENT OF ADVISORS**

- (a) The Trustee may employ actuaries, counsel and agents and such clerical, medical and accounting services as may be required in carrying out the provisions of the Trust Fund and the remuneration of such person or persons shall be fixed by the Trustee and deducted out of the Trust Fund.
- (b) The Trustee and its officers shall be entitled to rely upon all tables, valuations, certificates and reports furnished by actuaries, counsel, agents, clerical, medical and accounting services and the Trustee and its officers shall be fully protected in respect of any action taken or suffered by them in good faith and all actions so taken or suffered shall be conclusive upon each of them and upon all persons entitled to benefit under the Trust Fund.

**15. RECEIPT OF MONIES BY TRUSTEE**

The Trustee shall be at liberty to appoint in writing under its hand any other



person or persons to receive, in the name of the Trustee any moneys payable to the Trustee hereunder and to pay out the same or any part thereof in accordance with the instructions of the Trustee.

**16. TRUSTEE'S OFFICERS**

The Trustee, if a trust corporation, shall have power to act by its proper officer or officers.

**17. POWERS OF TRUSTEE**

- (a) The Trustee shall have all powers and indemnities conferred upon trustees by law and shall not be responsible for acting bona fide on the advice of any Actuary, Auditor or Attorney-at-Law or upon other professional advice, representation or direction.
- (b) In addition to all the powers vested in the Trustee by law or statute but subject to the provisions of the Trust Deed the Trustee without the interposition of the Contributing Employer shall have and may exercise from time to time the following powers:
  - i) To retain any property belonging to or forming part of or credited to the Trust Fund so long as the Trustee shall think proper without being answerable for any loss occasioned thereby.
  - ii) To sell alienate or otherwise dispose of all or any property at any time forming part of or credited to the Trust Fund in such manner and for such price in money or other considerations and on such conditions as the Trustee may think proper and to receive the consideration price and grant discharges thereto.
  - iii) To borrow money for the purposes of the Trust Fund on the security of the investments of the Trust Fund to the extent that at any time in the opinion of the Trustee it is inadvisable to realise any investments forming part of the Trust Fund.
  - iv) To exercise or concur in exercising the voting or other rights attaching to any shares, stocks, debentures or securities for the time being forming part of or credited to the Trust Fund whether so as to become a Director or other officer or employee of any company or otherwise howsoever and to be entitled to vote for and to be paid and to retain for the Trustee's use and benefit reasonable remuneration for the Trustee's service.
  - v) To exchange property for other property of a like or different nature and for such consideration and on such considerations as the Trustee may consider advisable.
  - vi) To surrender and deliver up any investments forming part of

or credited to the Trust Fund for such consideration and upon such terms and conditions as the Trustee may approve to any company or corporation reducing its capital and the Trustee may receive such consideration in the form of cash investments or other assets as may be agreed between the Trustee and such other company or corporation.

- vii) To consent to any reorganisation or reconstruction of any company or corporation investments in which form part of the Trust Fund and to consent to any reduction of capital or other dealing with such investments as the Trustee may consider advantageous or desirable.
- viii) To invest or lay out any moneys forming part of the Trust Fund or the proceeds of sale thereof in the purchase of or at interest upon the security of such property of whatever nature and wheresoever situate as the Trustee shall in its absolute discretion think fit.
- ix) To determine whether any sum received or disbursed are on account of capital or income or partly on account of one or the other and in what proportions and the decision of the Trustee whether made in writing or implied from the acts of the Trustee shall be conclusive and binding on the Contributing Employer.
- x) To determine all questions and matters of doubt which may arise in the course of the management, administration, realisation, liquidation, partition or winding up of the Trust Fund.
- xi) Generally to perform all acts of alienation, hypothecation and other acts of ownership to the same extent and with the same effect as the Contributing Employer might have done if this Deed had not been made and the decision and action of the Trustee whether actually made or taken in writing or implied from the acts of the Trustee shall be conclusive and binding on the Contributing Employer.
- xii) To institute and defend proceedings at law and to proceed to the final end and determination thereof or to compromise the same as the Trustee shall consider advisable.
- xiii) To settle, compromise or submit to arbitration any claims, matters or disputes and to commence, carry on or defend proceedings relating in any way to the Trust Fund or relating

to any rights of the Contributing Employer and the Other Contributors therein.

**18. RECORDS AND ACCOUNTS**

- (a) The Trustee shall keep proper records and accounts relating to the Trust Fund.
- (b) The Trustee shall keep a record of the Account separately from the other moneys and assets of the Trust Fund and shall cause the Account to be updated and a statement thereof to be provided to the Employee and the Contributing Employer at least annually.
- (c) The Trustee shall keep a record of the Earned Interest credited to the Account separately from the record of the First Contribution, the Additional Contributions and gains thereto other than Earned Interest and the Earned Interest so credited shall be credited to the interest sub-account and the First Contribution and the Additional Contributions shall be credited to the a capital sub-account.
- (d) The accounts of the Trust Fund shall be drawn up to the last day of each fiscal year, each fiscal year to be as decided upon by the Trustee from time to time provided that the first such accounts shall be drawn up from the EFFECTIVE DATE to the 31st day of December, 19 .

**19. AMENDMENTS AND ADDITIONS**

The Trustee may by Deed Poll at any time and from time to time before the termination of the Trust Fund with the consent of the Board of Inland Revenue make any amendments or additions to the Trust Deed and make any rules and regulations governing the Plan provided that such amendment, addition, rules or regulations:

- (a) shall not vary or conflict with the main purpose of the Plan, namely, the mechanism whereby, deferred annuity plans are provided to the Employees and Employees of Other Contributors to secure on maturity between the ages of fifty (50) years and seventy (70) years of the Employee and the Employees of Other Contributors an annuity for life and other ancillary benefits as specified in Rule 12 of the Schedule hereto.
- (b) shall not vary the rights of the Contributing Employer or the Employee in respect of benefits to which the Employee shall have become entitled or prospectively entitled from the Trust Fund by reason of the past contributions made by the Contributing Employer on behalf of the Employee at that time without the consent in writing of the Contributing Employer and the Employee.
- (c) shall not contravene any provision, condition or regulation in the Income Tax Act governing deferred annuity plans.

**20. WINDING UP OF TRUST FUND**

- (a) The Trust Fund shall be wound up and dissolved:
- i) on the making of an order or an effective resolution being passed for the winding up of the Trustee, if a corporate body, other than a resolution for the purpose of reconstruction or amalgamation.
  - ii) on a new company succeeding on reconstruction or amalgamation of the business of the Trustee and not being willing to enter into an agreement for the continuation of the Trust Fund.
  - iii) at the expiration of six (6) months after giving of notice by the Trustee with the consent of the Original Trustee of its intention to dissolve the Trust Fund.
  - iv) if the Trustee, after consultation with the Actuaries to the Trust Fund, shall at any time be of the opinion that the objects for which the Plan was established no longer exist or that the administration thereof cannot be conveniently carried on the Trustee with the consent of the Original Trustee, if not itself the Original Trustee, shall have the power to determine the Trust Fund and thereupon the trusts upon which the Trust Fund is then held shall cease.
- (b) In the event of the Trust Fund being wound up or dissolved in pursuance of the provisions contained in this Clause the Trustee shall apply the value of the Account of the Employee recalculated as at the date of dissolution of the Trust Fund net of a pro rata share of all winding up expenses and charges and secure for each such Employee an annuity for life, either immediate or deferred, based on the value of his capital sub-account and apply the value of his interest sub-account toward securing an annuity for life whether immediate or deferred or paying a lump sum to the Employee at his election.

**21. CURRENCY**

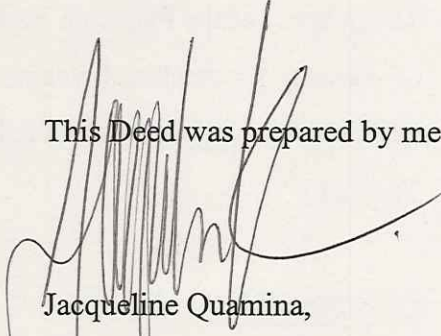
All contributions and benefits under the Trust Fund shall be payable in the lawful currency of Trinidad and Tobago.

**22. GOVERNING LAW**

The Trust Deed shall be governed by and construed in accordance with the laws of Trinidad and Tobago.

IN WITNESS WHEREOF the Common Seal of \_\_\_\_\_ was hereto  
affixed the \_\_\_\_\_ day of \_\_\_\_\_ and in witness whereof \_\_\_\_\_ and  
\_\_\_\_\_ the duly constituted Attorneys of Republic Bank Limited have  
hereunto as such Attorneys set the hand of the said Republic Bank Limited hereunto  
the \_\_\_\_\_ day of \_\_\_\_\_

This Deed was prepared by me



Jacqueline Quamina,  
Attorney-at-Law,  
9-17 Park Street,  
Port of Spain.

The COMMON SEAL of \_\_\_\_\_ }  
was hereto affixed by \_\_\_\_\_ }  
in the presence of: \_\_\_\_\_ }  
\_\_\_\_\_ }  
\_\_\_\_\_ }  
by order and \_\_\_\_\_ }  
authority of the Board of Directors \_\_\_\_\_ }  
and in conformity with the Articles of \_\_\_\_\_ }  
Association of the said Company \_\_\_\_\_ }  
countersigned by them in the presence of: \_\_\_\_\_ }  
\_\_\_\_\_ }

SIGNED AND DELIVERED by \_\_\_\_\_ }  
\_\_\_\_\_ }  
\_\_\_\_\_ }  
and \_\_\_\_\_ }  
the duly constituted Attorneys of \_\_\_\_\_ }  
REPUBLIC BANK LIMITED in its }  
name and for and on its behalf \_\_\_\_\_ }  
in the presence of: \_\_\_\_\_ }

SCHEDULE

**THE DEFERRED ANNUITY PLAN TRUST FUND**

1. **PURPOSE**

The purpose of the Plan is to provide to the Contributing Employer a means of securing for the Employee an annuity for life. The Plan is designed for approval for tax purposes by the Board of Inland Revenue under the Income Tax Act.

2. **CONTRACT**

The Trust Deed, together with the application form ("**the said Application**") and any subsequent applications, statements or instructions made by the Contributing Employer and the Participating Certificate, form the basis of the contract between the Trustee the Contributing Employer.

3. **ADDITIONAL CONTRIBUTIONS**

Additional Contributions shall be paid by the Contributing Employer in respect of the Employee in such manner as the Trustee may determine, Regular Additional Contributions by the Contributing Employer shall be payable periodically. At any time regular Additional Contributions may be increased or reduced or extra Additional Contributions paid subject to such minima as the Trustee may determine. The total of the Additional Contributions paid by the Contributing Employer in respect of the Employee in any one tax year, when aggregated with contributions paid by the Employee and/or the Contributing Employer to any other approved individual deferred annuity plan and/or pension fund plan, shall not exceed the maximum amount permitted as an allowable deduction under the Income Tax Act.

4. **TRANSFER PAYMENTS**

These may be monies received by the Trustee from another deferred annuity plan in accordance with Clause 7 of the Trust Deed.

5. **STOPPAGE OR REFUSAL OF ADDITIONAL CONTRIBUTIONS**

The Trustee shall have the power to refuse to accept future contributions under the terms and conditions of the Trust Deed and the Contributing Employer may at any time opt not to pay future regular or other

contributions.

6. **ACCOUNTS**

The Trustee shall establish an Account on behalf of each Employee. The First Contribution and Additional Contributions received by the Trustee on behalf of the Employee are credited to his Account in a capital sub-account. Earned Interest attributable to his Account from the investment of the Trust Fund are also credited to his Account in an interest sub-account.

7. **DETERMINATION OF EARNED INTEREST**

Earned Interest in respect of any fiscal year shall be determined by the Trustee after that fiscal year end and shall be credited retroactively to the interest sub-account of the Employee. In determining the rate of Earned Interest to be credited the Trustee shall have regard to the return on the assets of the Trust Fund and to the financial position of the Plan disclosed by the actuary's investigation.

8. **INCOME TAX**

- (a) Contributions paid by the Contributing Employer to the Trustee on behalf and for the benefit of the Employee in any one tax year aggregated with contributions paid by the Contributing Employer and/or such Employee in the same tax year to any other approved pension fund plan and/or approved individual deferred annuity plan shall be eligible to be an allowable deduction to the extent permitted under the Income Tax Act.
- (b) All income or other tax deductible in accordance with the Income Tax Act shall be deducted and paid to the Board of Inland Revenue on behalf of the Employees and the Employees of the Other Contributors.
- (c) Transfer Payments paid into the Fund in respect of the Employee shall not, in relation to the Plan, be eligible to be an allowable deduction under the Income Tax Act.

9. **TRUST FUND**

The investment of the Trust Fund shall be at the absolute discretion of the Trustee but it shall be restricted to such investments as authorised by the enactments and regulations governing the investment of trust funds.

10. **MANAGEMENT CHARGE AND EXPENSES**

The expenses of managing and administering the Trust Fund including the remuneration and expenses of the Trustee shall be deducted from the Trust Fund presently at the rate of 3% of the value of the Trust Fund.

**11. ADMINISTRATION**

- (a) The Trustee shall issue Participating Certificates to the Contributing Employer and Other Contributors and shall arrange for same to be embossed by the Board of Inland Revenue with the relevant stamp duty normally within one month of receipt of the necessary documentation and payment upon the establishment of the trust arrangements.
- (b) Annual certificates to the Contributing Employer and Other Contributors shall be issued by the Trustee within two (2) months of the expiration of the fiscal year. These certificates shall confirm for income tax purposes the amount of new contributions paid by the Contributing Employer on behalf of the Employee for the immediately preceding fiscal year and in such form as the Board of Inland Revenue may require.
- (c) All correspondence to the Contributing Employer including Participating Certificates and annual certificates shall be sent to its registered office as advised by the Contributing Employer.

**12. BENEFITS**

**(A) Maturity Date**

The Contributing Employer shall specify in its application to the Trustee on a form supplied by the Trustee a Maturity Date which shall not be a date before the Employee attains the age of fifty (50) years or after he attains the age of seventy (70) years. The Contributing Employer may change such Maturity Date from time to time, by completing and filing with the Trustee a form to be furnished by the Trustee provided that the notification of such change is not filed with the Trustee within one (1) year of the earlier of the previous Maturity Date and the substituted Maturity Date. Any such specification or subsequent alteration of the Maturity Date shall take effect only upon receipt of such completed form by the Trustee. With the consent of the Board of Inland Revenue, the Trustee may accede to a request of the Contributing Employer for the substituted Maturity Date to be a date earlier than the Employee's fiftieth (50th) birthday where the Employee in the opinion of the Trustee is Permanently Incapacitated which shall be proved to the satisfaction of the Trustee. On the Maturity Date of the individual trust arrangement as evidenced by the Participating Certificate, the value of the Account shall be applied by the Trustee in providing to the Employee an annuity for life and any of the optional benefits the Employee may elect pursuant to Rules B and C of this Rule.



(B) Options at Maturity Date - Capital Sub-Account

At any time being at least one (1) month before the Maturity Date, the Employee may elect to have the Trustee apply the value of his capital sub-account on maturity to provide in addition to an annuity payable to himself for life one or more of the following benefits:

- i) A lump sum which shall not exceed the maximum amount permitted by the Board of Inland Revenue in accordance with the provisions of the Income Tax Act.
- ii) An annuity payable on the death of the Employee to a spouse, a dependant or child of the Employee.

The Employee may also elect for the annuities to himself and under (ii) above to be:

- (a) payable monthly, quarterly, semi-annually or annually.
- (b) guaranteed for an aggregate period from 5 to 15 years.

In the absence of an election in respect of (a) above, the annuity shall be paid to the annuitant on a monthly basis.

The first annuity payment to the Employee shall fall due on the Maturity Date and the first annuity payment under (ii) above shall fall due on the next due date immediately following the date on which the Employee shall have died.

If an election shall have been made for a guaranteed annuity, and if the Employee and the annuitant if any, under (ii) above shall have died prior to the end of the guaranteed period, the annuity shall continue to be paid for the remainder of such guaranteed period to the legal personal representative of the deceased annuitant, if any, under (ii) above, otherwise to the legal personal representative of the deceased Employee.

(C) Options at Maturity Date - Interest Sub-Account

At any time not less than one month prior to the Maturity Date, the Employee may elect to have the Trustee:

- (a) apply the value of his interest sub-account towards his capital sub-account to provide an annuity and other benefits as specified in Clause 12 B above; or alternatively
- (b) pay the value of his interest sub-account to him in one lump sum.

(D) Election of Benefits

Any election of benefits made by the Employee under Rule 12 (A), (B) or (C) above shall be made on a form specified by the Trustee and shall take effect only upon receipt of such completed form by the Trustee.

13. EVIDENCE OF AGE

- (a) Satisfactory proof of age shall be required by the Trustee of the Employee upon the establishment of the trust arrangement.
- (b) On the application of the value of the Employee's Account at the Maturity Date, satisfactory proof of the ages of the annuitants shall be required.

14. OPEN MARKET OPTION

The Employee may elect that the value of his Account be paid to a specific insurance company to secure his benefit or benefits by way of an annuity for life. In the absence of such election by the Employee the Trustee shall have the power to purchase an annuity for life on behalf of the Employee from a suitable financial institution selected by the Trustee in its sole discretion.

15. DEATH OF A CONTRIBUTING EMPLOYEE

If an Employee dies before the Maturity Date, the value of his Account shall be paid to the beneficiary, if any, named in the said Application or in any subsequent beneficiary designation then in effect, if such beneficiary is then living and failing any such named and alive beneficiary to the legal personal representative of the deceased Employee on presentation of the relevant grant of representation.

16. PROHIBITION OF SURRENDER, COMMUTATION OR ASSIGNMENT

The beneficial interest in the Account shall not be assigned. Any annuity payable on the application of the value of the Employee's Account at the Maturity Date shall not be capable either in whole or part of surrender, commutation or assignment except in the following circumstances:

- (a) in the case of an annuity for a guaranteed period it may be assigned by the annuitant by his Will or in the event of his death, it may be assigned by his legal personal representative in the distribution of his estate, so as to give effect to any testamentary disposition, or to the rights of any person on an intestacy.
- (b) at the option of the Employee at the Maturity Date, the annuity may be commuted to the extent of a lump sum equivalent to the maximum amount permitted by the Board of Inland Revenue in accordance with the provisions of the Income Tax Act.

**17. PROCEDURE ON CONTRIBUTING EMPLOYER RECONSTRUCTION**

- (a) If the Contributing Employer shall be wound up for the purposes of reconstruction or amalgamation with any other company the Trustee may make such arrangements and enter into such agreement as they shall think fit for the continuation of the trust in conjunction with such reconstructed or amalgamated company as if such last mentioned company were the Contributing Employer and the Trust Deed shall thereafter take effect in all respects as if such company has been a party to the Trust Deed instead of the Contributing Employer.
- (b) If the undertaking (or any substantial part of the undertaking) of the Contributing Employer shall be absorbed or acquired by or vested in any other body corporate and such other body corporate shall in anticipation of or within three months after such absorption or acquisition by Deed Poll executed and delivered to the Trustee undertake to perform all the obligations of the Contributing Employer hereunder the Plan shall continue in operation and this Trust Deed shall as from the date of such absorption or acquisition have effect as though such other body corporate had originally established the Plan and been a party to this Trust Deed in the place of the Contributing Employer and the expression "the Contributing Employer" as used throughout this Trust Deed shall thenceforth mean such other body corporate.

**18. PROCEDURE ON CHANGE OF EMPLOYER**

If the Contributing Employer ceases to be the Employer of the Employee and the Employee becomes employed by another company which is prepared to undertake to perform all the obligations of the Contributing Employer hereunder, with the approval of the Board of Inland Revenue, the Plan shall continue in operation and this Trust Deed shall as from the date of such approval have effect as though such other company had originally been a party to this Trust Deed in place of the Contributing Employer and the expression "the Contributing Employer" as used throughout this Trust Deed shall thenceforth mean such other company.

**19. CURRENCY**

All Contributions and benefits under the Trust Fund shall be payable in the lawful currency of Trinidad and Tobago.

**20. LAW**

The Trust Fund is constituted by the Trust Deed which is governed by and shall be construed in accordance with the laws of Trinidad and Tobago.