



at issue date or last renewal, where applicable, minus any capital withdrawals made by the **Eligible Institutional Investor** prior to September 8<sup>th</sup> 2010, as applicable ("**Principal Balance**"), over a period of two years in two tranches representing fifty per cent (50%) of the said **Principal Balance** in each year;

- D. The **Government** has agreed to pay the full amount of the **Principal Balance** over a period of two years to the **Eligible Payees** by way of purchase price upon the **Eligible Payees'** assignment to the **Government** of all of their respective, benefits, rights, title, estates and interests under the **short-term investment** and under the **Statutory Fund**, where applicable, as herein provided.

**NOW THEREFORE** in consideration of the mutual agreements hereinafter contained, it is hereby agreed as follows:

1. The **Eligible Payees** agree to accept the **Government's** offer of payment upon the terms of that offer, and in addition thereto, has agreed to execute this Agreement together with other relevant forms and documents so as-
  - (a) to assign to the **Government** its benefits, rights, title, estates and interests in the **short-term investment** held with **CLICO** and to declare a trust in favour of the **Government**;
  - (b) to withdraw all subsisting actions, claims, matters and disputes against or involving **CLICO** filed in any court of law arising from the said **short-term investment** held with **CLICO**;
  - (c) not to institute any action against **CLICO**, the **Government** or the **Central Bank of Trinidad and Tobago** arising under or in respect of its said **short-term investment**, unless the **Government** otherwise requires;
  - (d) to waive, vary by consent, withdraw, cancel or cause to be removed or satisfied all or any judgments, decrees, orders or other decisions made or registered against **CLICO** or the **Central Bank of Trinidad and Tobago** arising under or in respect of its said **short-term investment**.
2. The **Eligible Payees** further consent and authorise the release by **CLICO** to the **Government** of such information pertaining to their **short-term investment** held in **CLICO** as may be required by the **Government** in order to ascertain their eligibility for payment by the **Government** as well as the **Principal Balance**.

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

**SCHEDULE**

Contract No: .....  
Issue Date of Contract: .....  
Name of Plan: .....  
Name of Contract Owner: .....  
Name of Assignee (if any): .....  
Principal Balance: .....  
Tranche 1: .....  
Tranche 2: .....

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

The duly authorised officers of ..... )  
..... )  
*(Insert Name of Eligible Institutional Investor)* )  
..... )  
*(Insert Name in block letters)* )

and ..... )  
*(Insert Name in block letters)* )

have affixed their signatures hereto as determined by a )  
resolution of the Board of the Eligible Institutional investor in )  
the presence of: )

**SIGNED AND DELIVERED** by ..... )  
..... )  
*(State Name of Prior Assignee)* )  
as and for his act and deed in the presence of: )

**[THE COMMON SEAL OF the Prior Assignee** has been )  
hereunto affixed by ..... )  
*(Insert Name in block letters)* )

a director and ..... the Secretary )  
*(Insert Name in block letters)* )  
of the Company by order and authority of )  
the Board of Directors of the Company and )  
in accordance with the Bye Laws of the Company )  
in the presence of: )]