

FINAL

TRUST DEED

Between

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO
("Issuer")

And

FIRST CITIZENS TRUST AND ASSET MANAGEMENT LIMITED
("Trustee")

TT\$193,000,000.00 Fixed Rate Bonds 2005 - 2020

CHANCELLORS
Attorneys at Law
62 Maraval Road
Newtown
Port of Spain



TRUST DEED

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TRINIDAD

This Deed was prepared by me,

RICHARD AVEY
Attorney at Law
CHANCELLORS,
62 Maraval Road,
Newtown,
Port of Spain.

THIS DEED is made this day of in the Year
Two Thousand and Five Between **AIRPORTS AUTHORITY OF TRINIDAD AND
TOBAGO** a body corporate established and constituted under the Airports Authority of
Trinidad and Tobago Act Chapter 49:02 of the laws of Trinidad and Tobago with its
registered office at Caroni North Bank Road, Piarco in the Ward of Tacarigua in the
Island of Trinidad (hereinafter called the "Authority") of the One Part and **FIRST
CITIZENS TRUST AND ASSET MANAGEMENT LIMITED** a company incorporated
under the Companies Ordinance Chapter 31 No. 1 and continued under the Companies
Act Chapter 81:01 with its Registered Office at 50 St. Vincent Street, Port of Spain in the
Island of Trinidad (hereinafter called the "Trustee") of the Other Part.

WHEREAS:

A. By a Resolution of the Authority passed on the 20th day of January, 2005
the Authority resolved to borrow with the approval of the Minister of Works and
Transport in accordance with section 17 of the Airports Authority of Trinidad and Tobago
Act Chapter 49:02 of the Laws of Trinidad and Tobago the sum of **ONE HUNDRED
AND NINETY-THREE MILLION DOLLARS (TT\$193,000,000.00)** by the issue and sale
of Fixed Rate Bonds.

B. It has been agreed and determined between the Authority and the
Trustee that the Bonds shall be constituted and secured in the manner and upon the
terms and conditions contained in this Trust Deed and subject to and with the benefit of
the Conditions which shall be deemed to be part of this Trust Deed.

C. The net proceeds from the issue of the Bonds shall be applied towards refinancing an existing bond issue underwritten by Citibank (Trinidad and Tobago) Limited and such use if proceeds is legitimate and in accordance with applicable law.

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 THIS TRUST DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1.00 **INTERPRETATION**

1.01 In this Trust Deed:-

“ARRANGER” means **First Citizens Bank Limited** a company incorporated under the Companies Ordinance Chapter 31 No. 1 and continued under the Companies Act Chapter 81:01 with its registered office at 9 Queen’s Park East, Port of Spain.

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

“AUTHORITY” means the **Airports Authority of Trinidad and Tobago** and where the context admits includes its successors and assigns whether immediate or derivative.

“BONDS” means the registered Bonds of the Authority issued on the Closing Date in the aggregate value of **One Hundred and Ninety-Three Million Dollars (TT\$193,000,000.00)** comprising Fixed Rate Bonds 2005-2020 denominated in Dollars constituted by this Trust Deed or the nominal, amount thereof for the time being outstanding or (as the context so require) a specific number thereof.

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

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

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

“CLOSING DATE” means the 20th day of January, 2005.

“CHAIRMAN” means the Chairman of the Authority appointed in accordance with Section 3 of the Airports Authority of Trinidad and Tobago Act Chapter 49:02 of the laws of Trinidad and Tobago.

"CONDITIONS" means the Terms and Conditions endorsed on the Certificates 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.

"DOLLARS" and **"TT\$"** mean the lawful currency from time to time of Trinidad and Tobago.

"DUE DATE" means the day on which the Bonds or any of them are due for payment.

"EVENT OF DEFAULT" means any event of default referred to in clause 6 of this Trust Deed.

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

"GOVERNMENT" means the Government of the Republic of Trinidad and Tobago.

"GOVERNMENT GUARANTEE" means the Guarantee to be issued by the Government in favour of the Trustee for securing the repayment of principal and interest in respect of the Bonds.

"INTEREST PAYMENT DATE" has the meaning ascribed to it in Condition 1.01.04.

"INTEREST PERIOD" has the meaning ascribed to it in Condition 1.01.05

"LETTER OF COMFORT" means the letter of comfort to be issued by the Government in favour of the Trustee prior to the issuing of the Government Guarantee.

"MINISTER" means the Minister of Works and Transport.

"MONTH" means calendar month.

"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 moneys 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 Authority and cancelled;
- (c) those which have become void under Condition 11.01;

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 the number of Outstanding Bonds for the purposes of clause 8.00 hereof, Condition 10.00 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 Authority, but are not for the time being cancelled or required to be cancelled under Condition 7.05 shall (unless and until ceasing to be so held by or for the account of the Authority) be deemed not to be Outstanding Bonds.

"PAYING AGENCY AGREEMENT" means the Agreement of even date herewith 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 its 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 **First Citizens Bank Limited** and such other or further paying agents as may from time to time be appointed by the Authority 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.

"REGISTRAR" means **First Citizens Bank Limited** or such other institution as may from time to time be appointed by the Authority with the Trustee's prior written approval as Registrar and notice of whose appointment is given to the Bondholders by the Authority.

"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.

"SUBSCRIPTION AGREEMENT" means the Agreement even date herewith whereby the Arranger agrees to underwrite and arrange for subscription of the Bonds.

"TRANSACTION DOCUMENTS" means the Trust Deed, the Paying Agency Agreement, the Subscription Agreement, the Letter of Comfort and the Government Guarantee.

"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 **First Citizens Trust and Asset Management 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 immediate 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 Chapter 81:01 of the laws of the Republic of Trinidad and Tobago or any statutory modification or re-enactment thereof.

- 1.03 Words denoting the singular shall include the plural number and vice versa. Words denoting masculine feminine or neuter gender shall include both of the other genders. 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, sub-clauses, Conditions, paragraphs and sub-paragraphs shall be references to the Schedules to this Trust Deed, to the clauses and sub-clauses of this Trust Deed, to the Conditions set out in Part C 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 Authority hereby covenants with the Trustee to pay the principal sum of **One Hundred and Ninety-Three Million Dollars (TT\$193,000,000.00)** due on the Bonds to the Bondholders and/or the Trustee as Trustee for the Bondholders together with interest thereon and all other sums from time to time due to the Trustee or the Bondholders under this Trust Deed in accordance with the provisions of this Trust Deed.
- 2.02 As and when the Bonds or any of them or any principal thereof become due to be repaid in accordance with the Conditions, the Authority shall pay to or to the order of the Trustee in Dollars in immediately available funds the principal amount of the Bonds 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 judgment 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 rate per annum specified in Condition 6.03.01;

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 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 preceding 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 only accrue for the period up to the date for payment or 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 Authority 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 made to the Trustee or the Paying Agent after the Due Date, interest shall continue to accrue on the principal amount of the Bonds 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 that the full amount in Dollars payable in respect of such Bond is available for payment; 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 of the Certificate relating thereto (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 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 that the full amount in Dollars payable in respect of such Bond is available for payment.

2.03 At any time after all the moneys hereby secured shall become due and payable or the Trustee shall have instituted proceedings against the Authority in accordance with clause 8.00 the Trustee may:

- 2.03.01 by notice in writing to the Authority 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 it 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 Authority require it to make all subsequent payments in respect of Bonds to the order of the Trustee and not to the Paying Agent with effect from the issue of any such notice to the Authority and until such notice is withdrawn sub-clause 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 registered address or in the case of joint Bondholders the Bondholder who is first named on the Register at his 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 risk 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 Authority 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 Authority is required by law to withhold or deduct amounts for, or on account of, any such taxes, duties, assessments or governmental charges whereupon the provisions of Condition 4.00 shall apply.

3.00 **FORM OF THE CERTIFICATES**

- 3.01 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 fourteen days after the Closing Date the Authority shall execute and have available for delivery to the Paying Agent for distribution to the initial purchasers of the Bonds the Certificates in respect thereof.
- 3.03 The Bond Certificates are valid and obligatory only when they have been countersigned for the purpose of authentication and delivered by the Paying Agent.
- 3.04 The Authority shall comply with the terms and provisions of the Certificates issued in respect of the Bonds and the Conditions. The 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 Authority, the Bondholders and all persons claiming through or under them. Every Bondholder shall be entitled to receive one Certificate for the Bonds held by him, but joint Bondholders shall be entitled to one Certificate only for the Bonds jointly held 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 redeemed a part only of his holding of Bonds he shall be entitled to a Certificate for the balance of such holding, without charge.

4.00 **PRINCIPAL AMOUNT OF THE BONDS**

- 4.01 The principal amount of the Bonds shall be **One Hundred and Ninety-Three Million Dollars (TT\$193,000,000.00)**. The whole of the Bonds shall constitute secured obligations of the Authority and shall rank pari passu equally and rateably without discrimination or preference among themselves.
- 4.02 The net proceeds of all Bonds shall be received by the Authority and shall be applied for the purposes set out in Recital C of this Trust Deed.

5.00 **NEGATIVE PLEDGE**

- 5.01 So long as any Bonds remain outstanding, the Authority shall not without the consent in writing of the Trustee:

- 5.01.01 make any assignment for the benefit of its creditors or consent to the appointment of a trustee or receiver over its property or any part thereof;
- 5.01.02 do or cause or permit to be done anything that may in any way materially depreciate, jeopardise or otherwise prejudice these presents;
- 5.01.03 create or permit to be created any lien or other encumbrance on any of its property to secure any indebtedness.

6.00 **EVENTS OF DEFAULT**

- 6.01 The Bonds shall become immediately due and payable together with accrued interest, if any of the following events occur and either (a) the Trustee so determines or (b) the Trustee is requested in writing by Bondholders together holding at least one-quarter in principal amount of the Outstanding Bonds or is requested by an Extraordinary Resolution to demand repayment.
 - 6.01.01 If the Authority fails to pay on the Due Date any principal moneys or fails to pay for a period of ten days any interest on the Bonds when and as it becomes payable under this Trust Deed.
 - 6.01.02 If a receiver is appointed or 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 of the Authority 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 Authority (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).
 - 6.01.03 If the Authority threatens the Trustee verbally or in writing to stop payment of its obligations generally or ceases or threatens to cease to carry on business or a substantial part of its business.
 - 6.01.04 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 Authority or if any final judgment or order made against the Authority is not complied with within fourteen 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 Authority and is not discharged within fourteen days.

- 6.01.05 If the Authority is deemed to be insolvent or unable to pay its debts within the meaning of the Companies Act Chapter 81:01 taking into account its respective contingent and prospective liabilities or if the Authority 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 Authority for the purpose of considering such an application.
- 6.01.06 If the Authority defaults under any trust deed, loan agreement, debenture or other agreement or obligation relating to its or their 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 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 Authority becomes enforceable.
- 6.01.07 If this Trust Deed or any of the Transaction Documents 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 or any material provision in any of the Transaction Documents ceases to constitute the legal, valid and binding obligation of the Authority or in the case of the Government Guarantee ceases to constitute the legal, valid and binding obligation of the Government.
- 6.01.08 If any licence, authorization, consent or registration at any time necessary or desirable to enable the Authority 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.
- 6.01.09 If default is made by the Authority in the performance of its obligations or covenants under 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 or if the Authority breaches any representation or warranty made under this Trust Deed 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 has been given to the Authority by the Trustee and the Trustee shall have certified in writing that such event is in its opinion prejudicial to the interests of the Bondholders.

- 6.01.10 If any event or series of events or any circumstances whether related or not occur(s) or arise(s) which, in the reasonable opinion of the Trustee has a material adverse effect on the Authority which affects the ability of the Authority to meet its obligations under this Trust Deed.
- 6.01.11 If any representation or warranty made by the Authority in or pursuant to this Trust Deed is, or proves to be, untrue or incorrect in any respect when made or would be untrue or incorrect if repeated at any time.
- 6.01.12 If any material indebtedness of the Authority is not paid when due and payable and remains unpaid for fifteen (15) Business Days thereafter unless it is disputed by the Authority in good faith or is declared to be or is capable of being rendered due and payable before its normal maturity or any facility available to the Authority is declared to be cancelled or terminated before its normal expiry date or any person otherwise entitled to use any such facility ceases to be so entitled, or any security interest over any assets of the Authority securing indebtedness becomes enforceable.
- 6.01.13 If any event occurs which renders it unlawful or impossible for the Authority to perform or observe, or to procure the performance or observance of, any of its obligations or undertakings contained in this Trust Deed or for the Trustee to exercise any of its rights and remedies under this Trust Deed.

7.00 **SECURITY**

- 7.01 The Authority has procured the issue, by the Government of Trinidad and Tobago a Letter of Comfort to be replaced and superceded by a Government Guarantee by way of security for the repayment of the principal and interest in respect of the Bonds.
- 7.02 The security created by clause 7.01 shall:

- 7.02.01 be a continuing security to the Trustee and the Bondholders notwithstanding any settlement of account or other matter or thing whatsoever;
- 7.02.02 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 Authority;
- 7.02.03 be in addition to any rights, powers and remedies at law or in equity or otherwise;
- 7.02.04 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 in any way be 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 one-quarter of the principal amount of the Outstanding Bonds 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 Authority as it may deem fit.
- 8.02 The Trustee shall be entitled to prove in any winding-up of the Authority in respect of principal and/or interest payable in relation to the Bonds or other moneys 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 either take such proceedings against the Authority or prove in the winding-up of the Authority. The Trustee shall apply any moneys so received in the manner provided in this Trust Deed.

- 8.04 Should the Trustee institute proceedings against the Authority to enforce any obligation under these presents or under the Bonds, proof therein that as regards any specified Bond the Authority has made default in paying any principal or interest due in respect of any such Bond, shall (unless the contrary be proved) be sufficient evidence that the Authority has made the like default as regards all other Bonds in respect of which the relevant payment is then due.
- 8.05 The Authority 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 on a full indemnity basis.
- 8.06 The Authority 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 Authority of any of its covenants or other obligations to the Trustee. The Authority shall so indemnify the Trustee on demand and shall pay interest on the sums demanded at the rate specified in Condition 6.03.01.
- 8.07 In case the Trustee shall have proceeded to enforce any right under this Trust Deed by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

9.00 **APPLICATION OF MONEYS**

- 9.01 All amounts payable to and received by the Trustee 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 and legal fees;

- 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 moneys which represent principal, premium or interest in respect of the 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 Authority or to such other person who may be entitled by law to receive it.
- 9.02 Where the amount recovered by the Trustee through any action or other proceedings hereunder is less than the amount owing in respect of the Bonds, inclusive of principal and interest and the costs and other amounts payable under the Trust Deed, the Authority shall be liable for and shall pay upon demand, the amount of the deficiency.
- 10.00 **INVESTMENT BY THE TRUSTEE**
- 10.01 If the amount of the moneys at any time applicable under the trust mentioned in clause 9.01.03 shall be less than an amount sufficient to repay at least **TT\$10,000.00** on each Bond rateably among the Bondholders, the Trustee may at its discretion invest such moneys 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 **TT\$10,000.00** 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 MONEYS**
- 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 moneys 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 moneys 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 7.00 on account of the whole or any part of the principal moneys 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 amended to reflect the remaining amounts due to be stated on such Certificate or at the option of the Paying Agent to have the Certificate cancelled and a new Certificate re-issued for the remaining principal amount due on the Bond and in the case of payment in full, 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 OF REDEMPTION**
- 14.01 If a holder of any of the Bonds which the Authority is ready to repay or satisfy, fails to claim or accept the amount due to him within thirty days after the Due Date for redemption of the whole or part of the relevant Bond, the Authority 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 Bondholder. On such deposit being made, the Bonds which the Authority is ready to repay or satisfy shall be deemed to have been repaid or satisfied in accordance with the provisions of this 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 moneys 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 moneys 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 moneys or in any other investments whether similar to the aforesaid or not which may be selected by the Authority 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 unless such loss results from the negligence of the Trustee.

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 of 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 Certificates issued in substitution for mutilated, defaced, lost, stolen or destroyed Certificates. 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 Registrar for such periods and at such times (not exceeding in the whole thirty Business 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 If the Bonds become immediately due and repayable, or the Trustee considers it expedient or necessary or if the Trustee is requested by the Authority to undertake duties which the Trustee and the Authority agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Authority shall pay to the Trustee such remuneration as may be agreed between them.
- 17.02 Remuneration under clause 17.01 shall be exclusive of any value added tax (or analogous duty), which shall be added at the applicable rate and paid by the Authority.
- 17.03 The Authority shall also pay or discharge all legal costs, stamp duties and disbursement costs incurred in the preparation of this Trust Deed, the Paying Agency Agreement, the Subscription Agreement and the Government Guarantee.
- 17.04 All reasonable 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 Authority 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 6.03.01 from the date of demand (and whether before or after any judgment). In all other cases, interest shall accrue at such rate from the date thirty days after the date of demand or (where the demand specifies that payment be made on an earlier date) from such earlier date.

17.05 Upon the occurrence of an Event of Default, but only upon the occurrence of an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal and interest on any Bond for the foregoing fees, charges and expenses of the Trustee.

18.00 **COVENANTS BY THE AUTHORITY**

18.01 The Authority hereby covenants with the Trustee that so long as there are any Outstanding Bonds it shall:-

18.01.01 issue and sell or otherwise dispose of Bonds only where eligible to do so under the terms of this Trust Deed;

18.01.02 give to the Trustee or any person appointed by the Trustee to whom the Authority does not reasonably object such information and evidence as it or he 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;

18.01.03 at all times carry on and conduct its affairs in a proper and efficient manner;

18.01.04 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;

18.01.05 at all times keep proper books of accounts;

18.01.06 give notice in writing to the Trustee of the occurrence of any of the events referred to in clause 6.00 forthwith upon it becoming aware thereof without waiting for the Trustee to take any of the actions mentioned therein;

18.01.07 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 of any amount of the interest due thereon, receive unconditionally pursuant to the Paying Agency Agreement or these presents the full amount in Dollars of the moneys payable on such Due Date on all such Bonds or for interest thereon, as the case may be;

- 18.01.08 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;
- 18.01.09 comply with, observe and perform all of 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 the Paying Agency Agreement without the prior written approval of the Trustee;
- 18.01.10 at all times maintain a Paying Agent or Paying Agents, in accordance with the applicable Conditions and 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 Authority) two copies of every balance sheet, profit and loss account, report, notice, circular or like document;

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 furnish to the Trustee in such form and at such time as the Trustee may request accounts and/or statements relating to the affairs of the Authority;

18.02 So long as there are any Outstanding Bonds the Authority shall, in order to enable the Trustee to ascertain the principal amount of the Outstanding Bonds 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 Authority 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 Authority and cancelled; and
- (ii) are at the date of the certificate, beneficially held by or for the account of the Authority.

18.03 So long as there are any Outstanding Bonds the Authority shall 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 the Trustee Ordinance (Chapter 8 No. 3) 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 Authority 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 Authority 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 discretion as to their exercise and, provided it shall not have acted fraudulently or negligently, 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 Authority against all liabilities and expenses properly incurred by it or him in the execution of the powers and trusts of this Trust Deed or of any powers, authorities or discretions vested in it or him 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 moneys 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 member of the Authority and the Authority's Secretary as sufficient evidence of any fact or matter relating to the Authority 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 Authority of the proceeds of the issue of any of the Bonds or for the delivery of the Certificates to the persons entitled thereto;
- 19.01.10 the Trustee shall not be liable to the Authority or any Bondholder by reason of having accepted as valid or not having rejected any Certificate 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 Authority 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;
- 19.01.13 the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been

signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Trust Deed upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is a Bondholder shall be conclusive and binding upon all future Bondholders of the same Bond and upon Bonds issued in exchange therefore or in place thereof;

19.01.14 at any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books and records of the Authority pertaining to the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired;

19.01.15 no provision of this Trust Deed shall require the Trustee to expend or risk the Trustee's own funds or otherwise incur any financial liability in the performance of any of the Trustee's duties hereunder, or in the exercise of any of the Trustee's rights or powers, if the Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to the Trustee.

19.02 Nothing in 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, 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 upon giving seven days prior written notice to the Authority 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 sub-delegate 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 his 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 Authority or any subsidiary or any person associated with the Authority or any subsidiary; or

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

22.01.03 entering into any contract of insurance with the Authority or any subsidiary or any person so associated for a premium or other consideration; or

22.01.04 otherwise at any time contracting or entering into any contract or any financial or other transaction with the Authority or any subsidiary 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 Authority or any subsidiary or any person so associated and they shall not be liable to account whether to the Authority or any subsidiary 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 such terms and conditions by the Authority 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 Manager or Assistant 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 Authority in making any modification to this 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 Authority 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 Authority of any of the terms of this Trust Deed or the Conditions other than those which prescribe the amounts in which and the times at which payments are to be made by the Authority thereunder 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 Bonds 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 Authority, 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 Authority not less than three months' written notice, without assigning any reason and without being responsible for any costs occasioned by such retirement. The Authority 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;
- 27.02 Any corporation or association into which the Trustee may be converted or merged, or with which the Trustee may be consolidated, or to which the Trustee may sell or transfer the Trustee's trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Trustee is a party, shall be and become successor trustee hereunder and vested with all of the trusts, powers, discretions, immunities, privileges and other matters as was the Trustee's predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto anything herein to the contrary notwithstanding.
- 27.03 Every successor trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee or the Trustee's predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee's predecessor.

28.00 **AUTHORITY'S WARRANTY AND PERFORMANCE COVENANT**

- 28.01 The Authority hereby represents and warrants:
- 28.01.01 that it has the necessary corporate power and authority to issue the Bonds on the terms and conditions set out herein and to perform and observe the obligations hereunder;
- 28.01.02 there is no law, decree or similar enactment binding on the Authority and no provision in any corporate document, mortgage, indenture, trust, deed, contract or agreement binding on the Authority or affecting the property thereof which would conflict with or prevent the Authority from issuing the Bonds hereunder on the terms and conditions set

- out herein, or which would prevent the Authority from observing any of its obligations hereunder;
- 28.01.03 there are no legal or other proceedings pending or threatened before any court, tribunal, commission or other regulatory authority and involving the Authority;
- 28.01.04 the Authority is not in breach of any of the limits or restrictions or obligations imposed by any other agreement or instrument;
- 28.01.05 there has been no material adverse change in the financial condition of the Authority since the 3rd day of January, 2005;
- 28.01.06 the Authority is a body corporate established and constituted under the laws of the Republic of Trinidad and Tobago with its own legal personality and with power to own its assets and carry on business as now conducted;
- 28.01.07 the Authority has taken all necessary action to authorise the issue of the Bonds and the execution and delivery of this Trust Deed, and this Trust Deed constitutes the Authority's legal, valid and binding obligations enforceable against the Authority in accordance with its terms, except as such enforcement may be limited by general equitable principles or by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally;
- 28.01.08 the entry into and performance by the Authority of this Trust Deed does not and will not violate in any material respect any law or regulation of any governmental or official authority or body, or the constitutional documents of the Authority, or any agreement, contract or other undertaking to which the Authority is a party or which is binding on the Authority or any of its assets to the extent that the consequences of such violation;
- 28.01.09 all consents, licences, approvals and authorisations on the part of the Authority required in connection with the entry into, performance, validity and enforceability of this Trust Deed necessary for the Authority's business have been obtained and are in full force and effect to the extent that they are still relevant and required by applicable law or by any of the Project Agreements;
- 28.01.10 no action, suit, proceeding, litigation or dispute against the Authority which would impact on the Authority's ability to meet its commitment hereunder or under the Bonds or any of them is currently taking place or pending or, to the

Authority's knowledge, threatened nor is there subsisting any judgment or award given against the Authority that would have such an effect before any court, board of arbitration or other body;

- 28.01.11 no Event of Default or potential Event of Default has occurred and is continuing or will result from the issuing of the Bonds; and no other event has occurred and is continuing, which constitutes (or with the giving of notice, lapse of time, and/or other applicable condition, would constitute) a default under any document which is binding on the Authority to an extent or in a manner;
- 28.01.12 the Authority's audited accounts and financial statements which have been prepared in accordance with accounting principles generally accepted in Trinidad and Tobago and consistently applied, are true and accurate in every respect and represent a true and fair view of the consolidated financial position of the Authority at the date of such accounts and financial statements and the results of its operations for the year ended on the date to which such accounts and financial statements were prepared and no significant liabilities (contingent or otherwise) exist which have not been fully disclosed or reserved against in such accounts and financial statements and that there has been no material adverse change in its financial condition from that set forth in such accounts and financial statements;
- 28.01.13 the Authority did not omit to supply to the Trustee or the Arranger, prior to the execution of this Trust Deed, any information which, if disclosed, might adversely affect in either the Trustee's or the Arranger's reasonable opinion the decision of a person considering whether to enter into this Trust Deed, and nothing has occurred since the date on which any such other material was supplied to the Trustee or the Arranger which renders the information contained or any such other material supplied untrue or misleading in any respect and which, if disclosed, might materially adversely affect the decision of a person considering whether to enter into this Trust Deed.
- 28.01.14 the Authority has no right to immunity, on the grounds of sovereignty or otherwise, from the execution of any judgment in Trinidad and Tobago or from the execution of enforcement in Trinidad and Tobago of any arbitral award in respect of any proceeding or any other matter arising out of or in relation to its obligations contained in this Trust Deed and to the extent that any such immunity is deemed to be applicable to the Authority the Authority hereby irrevocably

waives any and all such immunity to which it might otherwise be entitled.

28.02 The representations and warranties of the Authority set out in clause 28.01 shall survive the execution of this Trust Deed.

28.03 The Authority 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 **DEEMED INCLUSION OF CONDITIONS**

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

30.00 **TRUSTEE MAY ASSUME COMPLIANCE BY THE AUTHORITY**

30.01 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 Authority is duly performing and observing all the terms of this Trust Deed to be performed and observed by the Authority.

30.02 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 a request in writing by the holders of not less than one-quarter of the principal amount of the Outstanding 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 so doing.

31.00 **AUDITOR'S CERTIFICATES**

31.01 The Trustee may accept without further enquiry a certificate given by the Auditor under clause 18.01.04 that, at any particular time or throughout any specified period, all or any of the covenants or provisions of clause 5.00 have been duly complied with as conclusive evidence of such compliance.

32.00 **TRANSFER OF BONDS**

32.01 The Authority 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 moneys payable on the Bond shall be a good discharge to the Authority, 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 moneys. No notice of any trust, express, implied or constructive shall be entered on the Register in respect of any Bond.

- 32.02 Every Bondholder will be recognised by the Authority as entitled to his Bond free from any equity, set-off or counter-claim on the part of the Authority against the original or any intermediate holder of the Bond.
- 32.03 The Bonds may only be transferred in integral multiples of TT\$10,000.00 nominal value as the case may be, by instrument in writing in the usual common form or such other form as the Trustee may approve.
- 32.04 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.
- 32.05 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 right to transfer the Bond and, if the instrument is executed by some other person on his behalf, the authority of the person to do so.
- 32.06 All instruments of transfer which shall be registered will be retained by the Registrar.
- 32.07 Any person becoming entitled to Bonds in consequence of bankruptcy of the holder of such Bonds may, on producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Trustee shall think sufficient, be registered himself as the holder of such Bonds, or subject to the preceding clauses 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.

33.00

CANCELLATION OF BONDS

33.01 All Bonds repaid by the Authority and all Bonds purchased beneficially by or for the account of the Authority and all Bonds surrendered for replacement or replaced by the Authority in accordance with Condition 13 shall be cancelled forthwith by or on behalf of the Authority and the Authority 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 the Certificates relating to such Bonds; and
- (c) the serial numbers of the Certificates relating to the Bonds so surrendered and replaced;

shall be given to the Trustee by the Authority 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 fourteen days 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.

34.00 **FURTHER ASSURANCE**

34.01 The Authority shall at any time if and when required by the Trustee execute such further instruments as are required from time to time to perfect the Trustee's security over all or any of the Charged Property to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Transaction Documents or the exercise of the powers conferred on the Trustee such further instruments to be prepared by or on behalf of the Trustee at the cost of the Authority and such clauses for the benefit of the Trustee as the Trustee may reasonably require.

35.00 **POWER OF ATTORNEY**

35.01 The Authority by way of security hereby irrevocably appoints the Trustee and the persons deriving title under it 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 Property in the Trustee or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such instrument referred to in clause 34.00 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. The Authority 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.

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 therefore.
- 36.05 The Authority 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 Articles of Incorporation and By-laws of the Authority or any agreement binding on it.
- 36.06 This Trust Deed may be simultaneously executed in several counterparts, each of which shall be an original and all of such shall constitute but one and the same instrument.
- 36.07 Any amendment of any provision of this Trust Deed shall be in writing and signed by the parties.
- 36.08 This Trust Deed contains the entire agreement of the parties with respect to the subject matter hereof and supercedes all other prior agreements and undertakings, both written or oral, between the parties with respect to the subject matter hereof.
- 36.09 Except as otherwise provided herein, this Trust Deed and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, trustees and legal representatives.
- 36.10 The Authority confirms to the Trustee for the benefit of itself and the Arranger that neither the Trustee nor the Arranger have acted as financial adviser to the Authority and that the Authority should not and has not relied on the Arrangers advice to enter into the transaction including the issue of the Bonds. The Authority hereby covenants to hold the Trustee

and the Arranger blameless and without liability for any loss or expenses that may result at any time as a result of the issuance of the Bonds.

36.11 The Trustee and the Authority hereby agree and confirm that the Arranger may act as paying agent, registrar or underwriter of the Bonds and as registrar and paying agent of any securitised instruments derived from the Bonds and the Authority may not claim any conflict of interest arising from the Arranger action in any of the above mentioned capacities.

37.00 **NOTICES**

37.01 Except as otherwise provided for in this Trust Deed, all notices or other communications under or in respect of this Trust Deed to any party to this Trust Deed shall be in writing. A written notice shall include a notice by facsimile.

37.02 All notices or other communications under or in respect of this Trust Deed shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of facsimile, save that in the case of any notice or communication sent by facsimile such notice or communication shall not be deemed to be given or made if the addressee has promptly notified the party dispatching such notice or communication that it has not received a legible copy of such notice or communication) to such party addressed to it at the address stated below (or at such other address as such party may specify for such purpose to the other by notice in writing):

37.02.01 in the case of the **Authority**: Airports Authority of Trinidad and
Tobago
Caroni North Bank Road
Piarco
Attention: Sandra Perkins
Facsimile No: (868) 669-3410

37.02.02 in the case of the **Trustee**: First Citizens Trust and Asset
Management Limited
50 St. Vincent Street
Port of Spain
Attention: Judy-Ann Stuart
Facsimile No: (868) 624-8937

37.03 A notice or other communication received on a non-working day or after 4.00 p.m. in the place of receipt shall be deemed to be served on the next following working day in such place.

THE FIRST SCHEDULE PART A
FORM OF FIXED RATE BOND CERTIFICATE

Certificate No.....
Nominal Amount of Bonds \$.....

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO
(a body corporate established and constituted under the Airports Authority of
Trinidad and Tobago Act Chapter 49:02 of the laws of Trinidad and Tobago)

Fixed Rate Bonds 2005 – 2020
(in denominations of TT\$10,000.00 or multiples of TT\$10,000.00)

THIS IS TO CERTIFY that..... is/are the registered holder(s) of the
above mentioned Fixed Rate Bonds in the principal amount of \$..... which are
constituted and secured by a Trust Deed dated the day of
2005 (the "Trust Deed") and made between Airports Authority of Trinidad and Tobago
(the "Authority") of the One Part and First Citizens Trust and Asset Management Limited
of the Other Part as Trustee for the Bondholders. The Bonds are issued with the benefit
of and subject to the provisions contained in the Trust Deed and the Conditions
endorsed hereon.

Principal and interest are payable on the Bonds represented by this Certificate in
accordance with the Conditions endorsed hereon.

IN WITNESS WHEREOF the Seal of the Authority was affixed in accordance with a
Resolution of the Authority and in conformity with the Airports Authority Act and has
been signed on behalf of the Authority by the Chairman and the Secretary thereof.

DATED this.....day of.....2005.

.....
CHAIRMAN

.....
SECRETARY

Countersigned for the purpose of authentication only:

.....
as Paying Agent

Registered.....

Dated.....

NOTE: This Certificate must be surrendered before any transfer of the whole or any portion of the Bond to which it relates can be registered or a new Certificate issued in exchange. No fraction of TT\$10,000.00 of Bonds can be transferred.

THE FIRST SCHEDULE PART B
TERMS AND CONDITIONS OF THE BONDS
(being part of the First Schedule above referred to)

A. The Fixed Rate Bonds 2005-2020 (the "Bonds") of the Airports Authority Trinidad and Tobago (the "Authority") are issued in one maturity 2020 and are in registered transferable form without interest coupons attached.

B. The Bonds are constituted by a Trust Deed (the "Trust Deed") between the Authority and First Citizens Trust and Asset Management Limited (the "Trustee") as trustee for the holders of the Bonds (the "Bondholders").

C. First Citizens 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 office of operations for the time being of the Trustee (being at the date hereof 50 St. Vincent Street, Port of Spain) namely:-

- (i) The Trust Deed;
- (ii) The Paying Agency Agreement;
- (iii) The Subscription Agreement.

D. 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 "Business Day" means a day on which Commercial Banks are open for all banking business in Trinidad and Tobago.

1.01.03 "Event of Default" means any event of default referred to in clause 6.00 of the Trust Deed.

1.01.04 "Interest Payment Date" in respect of the Bonds means the 31st day of July, 2005 and thereafter the 31st day of January, 2006 and the 31st day of July and January in each and every year until repayment of the Bonds in full in accordance with the Trust Deed and these Conditions. If an Interest Payment Date falls on a day which is not a Business Day (as defined above) it shall be the preceding day which is a Business Day.

- 1.01.05 "Interest Period" means in respect of the Bonds the period from the Closing Date to the 30th day of July, 2005 and thereafter the 31st day of July to the 30th day of January in each year inclusive of both the first and last dates representing 30 semi annual payments until the Bonds are finally repaid.

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 Authority, the Trustee, the Paying Agent and the Registrar 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 times 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** or integral multiples thereof without interest coupons.

3.00 **STATUS**

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

4.00 **TAX INDEMNIFICATION**

- 4.01 All payments to be made by the Authority shall be made free and clear of and without deduction for or on account of Taxes unless the Authority is required to make such a payment subject to the deduction or withholding of Taxes, in which case the amount payable by the Authority in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Paying Agent receives (free from any liability in respect of any such deduction or withholding) a net amount equal to the sum which it would have received had no such deduction or withholding been made or required to be made;
- 4.02 If at any time the Authority is required by law to make any deduction or withholding from any sum payable by it under this Bond (or if subsequently there is any change in the rates at which or the manner in which such deductions or withholdings are calculated), it shall promptly notify the Trustee upon becoming aware of the same.

- 4.03 If the Authority is required to make any deduction or withholding from any payment hereunder, it shall pay the full amount required to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Trustee within 30 days after it has made such payment to the applicable authority an original official receipt issued by such authority and any other appropriate evidence of the payment to such authority of all amounts so required to be deducted or withheld;
- 4.04 The Authority shall indemnify and hold harmless the Trustee against, and reimburse it on demand, the amount of any Taxes so deducted withheld or accounted for and paid by the Authority whether or not such Taxes were correctly or legally assessed or demanded.

5.00 **SECURITY**

- 5.01 The due payment of the principal and interest in respect of the Bonds (and all moneys payable by the Authority under the Trust Deed) is secured in manner set out in clause 7.00 of the Trust Deed.

6.00 **INTEREST**

6.01 Accrual of Interest

- 6.01.01 Interest in respect of each Bond will accrue from day to day on the basis of a 365 day year on the actual number of days elapsed in the Interest Period and will cease to accrue from the Due Date for repayment thereof unless, upon due presentation of the relevant Certificate, payment of principal is improperly withheld or refused.

6.02 Interest Payment Dates and Interest Periods

- 6.02.01 Interest in respect of the Bonds is payable on each Interest Payment Date in respect of each Interest Period.

6.03 Rate of Interest

- 6.03.01 The Rate of Interest in respect of the Fixed Rate Bonds 2005-2020 is 5.75% per annum.

6.04 Determination of Interest Amount

- 6.04.01 The Paying Agent shall two months prior to the next following Interest Payment Date determine the amount of interest payable in respect of the Bonds (the "Interest Amount") for such Interest Period. 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 aggregating the figures so produced and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

6.05 Notification of Rate of Interest and Interest Amount

6.05.01 The Paying Agent shall cause notice of the Interest Amount payable for each Interest Period, together with the relative Interest Payment Date, to be given to the Authority and the Trustee two months prior to the next following Interest Payment Date.

6.05.02 The Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the case of manifest error.

6.05.03 The Paying Agent shall provide to all Bondholders upon request notification of the Interest Amount and 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.

6.05.04 The Trustee shall, if the Paying Agent does not at any material time for any reason determine the Interest Amount in accordance with Condition 6.04.01 above, determine the Interest Amount in accordance with the said Conditions, and such determination shall be deemed to be a determination by the Paying Agent.

6.06 Notification etc to be final.

6.06.01 All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.00, whether by the Paying Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Authority, the Trustee the Paying Agent and all Bondholders and (in the absence 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 under this Condition 6.00.

6.07 Interest ceasing to accrue

6.07.01 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 moneys 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 moneys, duly signed and

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

- 6.07.02 Any interest in respect of the Bonds not paid on an Interest Payment Date, together with any other interest in respect thereof not paid on any other Interest Payment Date, shall so long as the same remains unpaid, constitute "Arrears of Interest".
- 6.07.03 Arrears of Interest may at the option of the Authority be paid in whole or (subject as provided in the Trust Deed) in part at any time upon the expiration of not less than seven (7) days' notice to such effect given to the Trustee and to the Bondholders in accordance with Condition 16.00 below, but all Arrears of Interest in respect of all Bonds for the time being outstanding (as defined in the Trust Deed) shall become due in full on the date fixed for any repayment pursuant to paragraph 7.03.04 below or on maturity of the Bonds whichever is the earlier.
- 6.07.04 If notice is given by the Authority of its intention to pay the whole or any part of Arrears of Interest, the Authority shall be obliged to do so upon the expiration of such notice. Arrears of Interest shall not themselves bear interest.

7.00 **REPAYMENT PURCHASE AND CANCELLATION**

- 7.01 Unless previously redeemed pursuant to these conditions or purchased and cancelled, the Authority will redeem the Bonds by twenty nine equal semi-annual payments of \$ TT\$6,433,333.33 the first of which semi-annual payments shall commence on the 31st day of July, 2005 and one final payment of TT\$6,433,333.43 to be paid on the 31st day of January, 2020.
- 7.02 If the date hereby fixed for payment of any principal falls on a date which is not a Business Day it shall occur on the preceding day which is a Business Day.
- 7.03 The Authority shall be at liberty on any Interest Period Date falling after the 20th day of January, 2010 and not on an earlier date to repay all and not part only of the principal amount then owing under the Bonds as specified in the notice at par on the following conditions:-
- 7.03.01 that the Authority shall give to the Trustee, the Paying Agent and the Bondholders Ninety (90) Business Day written notice in accordance with Condition 16.00 of the Authority's intention to repay the balance of the principal amount then owing under the Bonds;

- 7.03.02 that that notice shall expire on the next succeeding Interest Payment Date;
- 7.03.03 that where the Authority gives notice in accordance with paragraphs 7.03.01 and 7.03.02 of this Condition 7.03 of repayment, then upon expiration of the notice, the Authority shall pay 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 date of repayment and all Arrears of Interest;
- 7.03.04 that the Authority shall also pay to the Paying Agent for the benefit of the Arranger a call fee of 0.1% of the outstanding principal balance of the Bonds.
- 7.04 Subject to the proviso of this Condition the Authority may at any time purchase beneficially or procure others to purchase beneficially for its account Bonds by tender or by private treaty.
- 7.05 All bonds which are redeemed or purchased by or on behalf of the Authority will forthwith be cancelled and, accordingly, may not be re-issued or re-sold.

8.00 **METHOD OF PAYMENT**

- 8.01 Notice of the date fixed for repayment of the principal sum 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 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 and Condition 7.00 hereof the Paying Agent shall have the option to cause the Certificate to be cancelled and a new Certificate re-issued for the remaining principal amount due on the Bond if any 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 Authority may, with the prior approval of the Trustee and in accordance with the Paying Agency Agreement 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 Authority 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 Authority to the Bondholders in accordance with Condition 16.00.

10.00 **DEFAULT**

- 10.01 The Bonds shall become immediately due and payable together with accrued interest, if any Event of Default occurs and either (a) the Trustee so determines or (b) the Trustee 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 Outstanding Bonds 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 Authority as it may deem fit.
- 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 thereon, 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 either take such proceedings against the Authority or prove in the winding-up of the Authority. The Trustee shall apply any moneys so received in the manner provided in the Trust Deed.

11.00 **PRESCRIPTION**

- 11.01 Each Bond shall become void unless the Certificate in respect thereof is presented for payment within 12 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 Outstanding Bonds, or at any adjourned meeting two (2) persons being Bondholders present whether in person or 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 and which does not affect the obligation of the Authority to make payments of interest and of principal in the amounts and at the times specified in the Trust Deed or in the Conditions 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 Certificate, 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 Authority 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 Authority, without accounting for any profit

resulting therefrom or disclosing to the Bondholders any confidential information which is thereby obtained.

15.00 **FURTHER ISSUES**

15.01 The Authority is at liberty from time to time without the consent of the Bondholders to create and issue further bonds or notes upon such terms as to interest, conversion, repayment, security and otherwise as the Authority may at the time of issue thereof determine.

16.00 **NOTICES**

16.01 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, the Subscription Agreement, the Paying Agency Agreement and the Bonds are governed by and will be construed in accordance with the laws of the Republic of Trinidad and Tobago and the Trinidad and Tobago courts will have jurisdiction in connection with the Trust Deed, the Subscription Agreement, and the Paying Agency Agreement and the Bonds.

INITIAL PAYING AGENT AND REGISTRAR

**FIRST CITIZENS BANK LIMITED
9 QUEEN'S PARK EAST
PORT OF SPAIN**

and/or such other or further Paying Agent(s) or Registrar(s) for the Bonds as may from time to time be appointed by the Authority 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 its proxy to act on his or its behalf in connection with any meeting or proposed meeting of the Bondholders.
 - (ii) Any Bondholder 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.
 - (iii) Any proxy appointed pursuant to sub-paragraph (i) above or Representative appointed pursuant to sub-paragraph (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 Authority 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 Outstanding Bonds shall, convene a meeting of Bondholders. Whenever the Authority 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. 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 Authority unless the meeting shall be convened by the Authority. 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 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 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 present shall choose one of their number to be Chairman and failing such choice the Authority may appoint a Chairman.

5. At any such meeting two or more persons present holding Bonds being proxies or representatives and holding or representing in the aggregate one-fiftieth of the principal amount of the Outstanding Bonds 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 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 or being proxies or representatives and holding or representing in the aggregate not less than a clear majority in principal amount of the Outstanding Bonds for the time being 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 date fixed for repayment of the Bonds;
- (ii) reduction or cancellation of any part of the amount of principal payable on the Bonds;
- (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;
- (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 or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the principal amount of the Outstanding Bonds.

6. If within fifteen minutes from the time appointed for any meeting of Bondholders 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 Outstanding Bonds.

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 may be entitled as the holder of a Bond or as a proxy or as a representative.
10. At any meeting of Bondholders, 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 Outstanding Bonds, 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 Authority and any other person authorised in that behalf by the Trustee or the Authority 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 8 of the Trust Deed or Condition 10.00 unless he 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 Authority.

(B) Subject as provided in sub-paragraph (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\$10,000.00 principal amount of Bonds in respect of which he is a proxy or representative or of which he 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 votes or cast all the votes to which he is entitled in the same way. In the case of joint holders of a Bond the vote 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 not be counted.
14. The proxies named in any form of proxy and representatives need not be holders of Bonds.
15. Each form of proxy shall be deposited at such place as the Trustee shall approve not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named propose 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 Trustee at its Specified Office for the time being (or such other place as may have been approved by the Trustee for the purpose) 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 Authority 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 Authority 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 person (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 Authority or for the amalgamation of the Authority with any other company.

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 revocation of the proxy or of the authority under which the proxy was executed, so long as no intimation in writing of such revocation shall have been received by the Authority 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 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 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 Authority 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 shall for all purposes of this Trust Deed be as valid and effective as an Extraordinary Resolution passed at a meeting of the Bondholders 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 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 Bondholders 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 Bondholders by virtue only of their holding such Bonds and such Bonds shall be deemed not to be Outstanding Bonds 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.

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO

SUBSCRIPTION AGREEMENT

TT\$193,000,000.00

COMPRISING

Fixed Rate Bonds 2005 – 2020



DATE:

**TO: FIRST CITIZENS BANK LIMITED (the "Arranger")
9 QUEEN'S PARK EAST
PORT OF SPAIN**

Dear Sirs,

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO ("AATT") proposes to issue Bonds in the aggregate value of not more than **TT\$193,000,000.00** (hereinafter referred to as the "Transaction") (which Transaction has been arranged by the Arranger) comprising Fixed Rate Bonds 2005 – 2020 of **TT\$10,000.00** each (the "Bonds"). The Bonds will be issued in registered transferable form in the denomination of **TT\$10,000.00** or integral multiples thereof.

The Bonds are to be constituted by a Trust Deed (the "Trust Deed") between AATT of the one part and First Citizens Trust and Asset Management Limited (the "Trustee") as trustee.

AATT wishes to record the arrangements agreed between it and First Citizens Bank Limited (the "Arranger") for the subscription and issue of the Bonds.

1. SUBSCRIPTION OF BONDS

- (A) Subject as provided below, AATT agrees with the Arranger to issue the Bonds and the Arranger agrees to underwrite the issue of the Bonds to the full extent of **TT\$193,000,000.00** being the aggregate of the principal amount of the Bonds in the amount of **TT\$193,000,000.00** and to subscribe and pay for the Bonds on the 20th day of January 2005 (the "Closing Date").
- (B) AATT hereby confirms that it has authorized and agreed for the Arranger:
 - (a) on or after the Closing Date to transfer and assign the Bonds into a separate trust; and



- (b) to cause such separate trust to issue certificates of interest in the Bonds of varying terms to investors at market rates, which may result in a gain or a loss to the Arranger. Any loss resulting from the issue of such certificates will be borne, and any profit arising therefrom shall be retained by the Arranger.

2. ANNOUNCEMENTS AND AUTHORISATIONS

AATT confirms that it has authorised the Arranger to arrange for announcements in connection with the issue of the Bonds to be circulated privately to investors; and that it has authorised the issue by the Arranger on behalf of AATT of a document containing an offer to subscribers (the "Offer").

3. TRUST DEED

AATT undertakes with the Arranger that the Bonds will be constituted by the Trust Deed to be made between AATT and the Trustee and to be substantially in the agreed form (subject to such amendments as may be agreed between AATT and the Trustee prior to execution thereof) and will be further secured by inter alia initially a Letter of Comfort issued by the Minister of Finance of the Government of Trinidad and Tobago which is to be replaced and superceded by a Guarantee of the Government of the Republic of Trinidad and Tobago.

4. REPRESENTATIONS AND WARRANTIES

(A) As a condition of the agreement by the Arranger to subscribe and pay for or procure the subscription and payment for the Bonds and in consideration thereof, AATT hereby warrants to and agrees with the Arranger (for the benefit of themselves and the other subscribers of the Bonds and as agents for such subscribers) as follows:

- (a) that the information contained in the Offer is true and accurate in all material respects and is not misleading that there are no other facts, the omission of which would make any of such information misleading and that AATT has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid;
- (b) that the authorisation of the Bonds, the offering of the Bonds under the terms and conditions of this Subscription Agreement, the issue of the Bonds, the execution and delivery of this Subscription Agreement, the Trust Deed and the Paying Agency Agreement (the "Paying Agency Agreement") all substantially in the agreed form and the compliance by AATT with the terms thereof and of the Bonds;
 - (i) do not and will not contravene any law or statute;
 - (ii) do not, and on the Closing Date will not infringe the terms of, or constitute a default under any trust deed, agreement or other instrument or obligation to which AATT is a party or by which it or its property is bound.

- (c) that the execution and delivery by AATT of this Subscription Agreement, the Trust Deed and the Paying Agency Agreement, the execution, issue and delivery of the Bonds and the performance of the obligations to be assumed thereunder have been duly authorised so that upon due execution and delivery or in the case of the Bonds, due execution and delivery, the same will constitute valid and legally binding obligations of AATT in accordance with their respective terms;
- (d) that the execution, delivery and performance by AATT of the Transaction Documents will not conflict, contravene or result in a breach of violation of (i) AATT's constitutional documents (ii) any statute, order (including administrative or judicial orders), award, rule or regulation applicable to AATT (iii) any agreement trust deed, negative pledge or other arrangement to which AATT or its property is bound;
- (e) the Transaction Documents are in proper legal form and in accordance with the laws of Trinidad and Tobago;
- (f) the selection by AATT to appoint the Arranger as subscriber of the Bonds and to pursue the Transaction is legal, valid and has been made by AATT in accordance with its applicable laws and regulations;
- (g) the proceeds of the Transaction would be used by AATT to refinance an existing Bond and such use of proceeds is legitimate and in accordance with applicable law and AATT's constitutional documents;
- (h) that all consents, approvals, authorizations or other orders of all governmental and regulatory authorities in Trinidad and Tobago required for or in connection with the issue and offering of the Bonds and compliance with the terms of the Bonds, the Subscription Agreement, the Trust Deed and the Paying Agency Agreement have been obtained and are in force and effect and that AATT has complied with all legal and other requirements necessary to ensure that upon due execution issue and delivery in the manner aforesaid the Bonds will represent valid and legally binding obligations of AATT in accordance with their terms, that this Subscription Agreement, the Trust Deed and the Paying Agency Agreement will constitute valid and legally binding obligations of AATT in accordance with their respective terms and that due payment of the principal and interest in respect of the Bonds and compliance with their terms and with the terms of this Subscription Agreement, the Trust Deed and the Paying Agency Agreement will not infringe the terms of any such consent, approval, authorisation or order;
- (i) that AATT shall refrain from launching any loan or other capital raising exercise in the international syndicated loan or capital markets before the signing of the Transaction Documents without first having obtained the written consent of the Arranger;
- (j) all information that has been or will hereafter be made available to the Arranger in relation to the Transaction will be complete and correct in all material respects and does not and will not contain any untrue statement

of a material fact or omit to state a material fact or omit to state a material fact necessary in order to make a statement (or the information) contained therein not misleading in light of the circumstances under which such statement was made (or such information was given);

- (k) that the representations and warranties contained in the Trust Deed are true and correct in all material respects;
- (l) that it has sought and received all necessary independent advice including but not limited to legal, accounting and tax advice in relation to the issue of the Bonds and that the Arranger fully understands the transaction and that the Arranger will derive a corporate benefit as a result of the issuance of the Bonds.

(B) AATT undertakes with the Arranger that it will notify it of any material change affecting any of the aforesaid representations, warranties and agreements at any time prior to payment being made to AATT on the Closing Date and will take such steps as may be reasonably requested by the Arranger to remedy and/or publicise the same. Upon any material breach of any of the said warranties or representations, material failure to perform any of the said agreements or any change rendering any of the said warranties representations or agreements inaccurate in a material respect coming to the notice of the Arranger prior to payment being made to AATT on the Closing Date, the Arranger shall be entitled (but not bound) by notice to AATT to treat such breach, failure or change as releasing and discharging the Arranger from its obligations hereunder except to the extent that the Arranger shall have caused damage to AATT through failure to comply with its obligations under paragraph 9 (a) below, and provided that such release or discharge shall be without prejudice to the liability of AATT for the payment of the expenses referred to in paragraph 6 below which are incurred prior to, or in connection with such release and discharge.

(C) The agreement of the Arranger with AATT to procure subscribers for the Bonds is entered into on the basis of the aforesaid representations, warranties and agreements with the intention that the same shall remain true and accurate in all material respects up to and including the Closing Date and AATT undertakes with the Arranger (for the benefit of itself and the other subscribers for the Bonds and as agents for such subscribers) that it will hold the Arranger fully and effectually indemnified from and against any and all losses, liabilities, costs, claims, charges, actions, proceedings, damages, expenses or demands which it may incur or which may be made against it as a result of or arising out of, or in relation to any misrepresentation or alleged misrepresentation by AATT in connection with the issue of the Bonds or any breach or alleged breach of any of the warranties or agreements contained in sub-paragraph (A) and/or (B) above. Such indemnity shall extend to include all costs, charges and expenses which the Arranger may reasonably pay or incur in disputing or defending any claim or action or other proceedings in respect of which indemnity may be sought against AATT under this sub-paragraph (C). If any action, proceeding claim or demand shall be brought or asserted against the Arranger in respect of which indemnity may be sought from AATT as herein provided, the Arranger shall promptly notify AATT in writing, and AATT shall have the option to assume the defence thereof, including the employment of legal advisers approved by the Arranger (such approval not to be unreasonably withheld), and shall pay all expenses relating thereto. The Arranger shall have the right to employ its own legal adviser in any such action and defend or

participate in the defence thereof but the fees and expenses of such legal adviser shall be borne by AATT.

(D) AATT will pay and hold harmless the Arranger against any documentary, stamp, issue or other tax or duty, without limitation including any interest and penalties on the creation, offering, allocation, issue or allotment of the Bonds in accordance with the terms of this Subscription Agreement and on the execution and delivery of the Trust Deed, the Paying Agency Agreement and this Subscription Agreement which are or may be required to be paid under the laws of Trinidad and Tobago.

(E) The rights and remedies conferred upon the Arranger by the aforesaid representations, warranties, agreements and indemnities shall continue in full force and effect notwithstanding any investigation by or on behalf of the Arranger or completion of the arrangements herein set out for the subscription and issue of the Bonds.

5. COMMISSION

(A) In consideration of the agreement by the Arranger to subscribe for Bonds or to procure subscribers for the Bonds in manner described in paragraph 1 hereof and to act as the agent of AATT in relation to the issue of Bonds pursuant to the arrangements referred to in sub-paragraph (b) of this paragraph, AATT shall pay to the Arranger a commission of Four Hundred Thousand Dollars (TT\$400,000.00) on the Closing Date (the "Underwriting Commission") which shall cover the underwriting and structuring fees of the Arranger.

(B) In addition to 5(A) above, AATT hereby confirms that it has authorized and agreed for the Arranger:

- (c) to subscribe for the Bonds;
- (d) on or after the Closing Date to transfer and assign the Bonds into a separate trust; and
- (e) to cause such separate trust to issue certificates of interest in the Bonds of varying terms to investors at market rates, which may result in a gain or a loss to the Arranger. Any loss resulting from the issue of such certificates will be borne, and any profit arising therefrom shall be retained by the Arranger.

(C) AATT hereby confirms that it has authorised the Arranger to offer Bonds on behalf of AATT privately to potential subscribers.

(D) The Arranger shall be entitled to deduct the Underwriting Commission from the subscription moneys as provided in paragraph 7 below.

6. COSTS AND EXPENSES

(A) AATT agrees to bear and pay all costs and expenses incurred in connection with the preparation and/or review, execution and printing of the Bonds, the Trust Deed, the Paying Agency Agreement and this Subscription Agreement (in preliminary and in final form) (collectively called the "Bond Documents"), along with any amendment, supplement,

registration or modification to, or waiver under the Bond Documents and all other documents relating to the issue and subscription and sale of the Bonds and in connection with the initial delivery and distribution of the Bonds and the fees and disbursements, including stamp duty, of the legal and other advisers to the Arranger including all costs related to the subscription.

- (B) In addition to the commission costs, expenses and fees referred to in paragraph 5(A) above and in sub-paragraph (A) of this paragraph AATT agrees to reimburse to the Arranger all its reasonable expenses in connection with the issue and subscription and sale of the Bonds (including reasonable legal, advertising, telecopier, telephone, travelling and other out-of-pocket expenses).
- (C) All costs and expenses referred to in this paragraph shall be payable notwithstanding that the Arranger is released or discharged pursuant to the terms of this Subscription Agreement and the Arranger shall be entitled to deduct such costs and expenses from the subscription moneys as provided in paragraph 7 below.
- (D) The Arranger shall be entitled to deduct the said costs, expenses, fees and disbursements referred to in sub-paragraph (A) of this paragraph from the subscription monies as provided in paragraph 7 below.

7. **CLOSING**

Payment of the net subscription moneys for the Bonds (namely the sum of TT\$193,000,000.00 less the Underwriting Commission costs and expenses referred to in paragraph 6 above) shall be made by the Arranger to AATT in immediately available funds on the Closing Date. AATT undertakes to deliver to the Arranger the Bonds duly executed on its behalf not later than 14 days after the Closing Date.

8. **CONDITIONS**

This Subscription Agreement and the respective obligations of the parties hereto are conditional upon:

- (A) there not having been as at the Closing Date, any adverse changes or developments reasonably likely to involve a prospective adverse change in the market conditions (financial or otherwise) of Trinidad and Tobago which is material in the context of the issue of the Bonds and there not having occurred any event rendering untrue or incorrect to an extent which is material as aforesaid any of the representations and warranties contained in sub-paragraph 4 (A) above as though the said representations and warranties had been given on the Closing Date;
- (B) there having been as at the Closing Date no material adverse change in the financial circumstances of AATT or the prospects of AATT that could in the reasonable opinion of the Trustee affect AATT's ability to meet its obligations under the Trust Deed or the Bonds;

- (C) the execution of the Trust Deed and the Paying Agency Agreement on or prior to the Closing Date by or on behalf of all parties thereto;
- (D) the delivery of legal opinions from AATT's counsel in a form satisfactory to the Arranger; and
- (E) if any of the foregoing conditions is not satisfied, this Subscription Agreement shall, except as specifically provided herein, thereupon terminate and (except for the liability of AATT for the payment of the costs and expenses mentioned in paragraph 6 above which were incurred prior to or are incurred in connection with such termination) the parties hereto shall be released and discharged from their respective obligations hereunder and provided that the Arranger may at its discretion waive compliance with any of the provisions of this paragraph.

9. **UNDERTAKINGS OF THE ARRANGER**

- (A) The Arranger undertakes that Bonds offered by it on behalf of AATT pursuant to the terms of this Subscription Agreement will be offered by it as the case may be on the terms as set forth in the Trust Deed.
- (B) The Arranger further agrees to use all reasonable endeavours to ensure that the date of completion of the distribution of the Bonds is in accordance with this Agreement.

10. **REPRESENTATIONS TO THIRD PARTIES**

AATT has not authorised any person to make any representations or supply any information in connection with the formal offering of the Bonds other than as contained in the Trust Deed. No other document has been prepared in connection with the offering of the Bonds and delivered to the Arranger or any other person by AATT and no other document has been approved in such connection by AATT.

11. **CANCELLATION**

- (A) Notwithstanding anything herein contained, the Arranger may by notice to AATT terminate this Subscription Agreement at any time before payment for the Bonds is made to AATT on the Closing Date if in the opinion of the Arranger there shall have been such a change in national or international monetary, financial, political or economic conditions or exchange controls or currency exchange rate as would in its view be likely to prejudice materially the success of the proposed issue, distribution or sale of the Bonds (whether in the primary market or in respect of dealings in the secondary market) or there is a breach of any representation, warranty or covenant by AATT and upon such notice being given the parties hereto shall (except for the liability of AATT for the payment of the costs and expenses mentioned in paragraph 6 above and the indemnity provision mentioned in paragraph 12 below which were incurred prior to or in connection with such termination) be released and discharged from their respective obligations under this Subscription Agreement.

- (B) The Arranger may terminate this Subscription Agreement at any time before payment for the Bonds is made to AATT if there is any material breach of the representations and warranties given under this Subscription Agreement.

12. **INDEMNITY**

Whether or not the Transaction Documents are executed or the transaction contemplated hereby is consummated AATT shall indemnify and hold harmless the Arranger and each of its affiliates and each of its respective officers, directors, employees, agents, advisors and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including without limitation fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including without limitation those incurred in connection with any pending or threatened investigation, litigation or proceeding or the preparation of any defence in connection therewith), in each case arising out of or in connection with or by reason of this Subscription Agreement or the issue or sale of the Notes **Save and Except** to the extent such claim, damage, loss, liability or expense is found in a final, non appealable judgment by a court of competent jurisdiction to have resulted primarily from an Indemnified Party's gross negligence or willful misconduct. Such indemnity shall extend to include all costs, charges and expenses which the Indemnified Party may reasonably pay or incur on an attorney and own client basis in disputing or defending any claim or action or other proceedings in respect of which indemnity may be sought against AATT under this sub-paragraph (F). If any action, proceeding claim or demand shall be brought or asserted against the Indemnified Party in respect of which indemnity may be sought from AATT as herein provided, the Indemnified Party shall promptly notify AATT in writing, and AATT shall have the option to assume the defence thereof, including the employment of legal advisers approved by the Indemnified Party (such approval not to be unreasonably withheld), and shall pay all expenses relating thereto. The Indemnified Party shall have the right to employ its own legal adviser in any such action and defend or participate in the defence thereof but the fees and expenses of such legal adviser shall be borne by the Indemnified Party, unless the employment thereof has been specifically authorized by AATT and/or AATT has failed to assume such defence and employ legal advisers for such purpose. AATT shall not be liable to indemnify the Indemnified Party for any settlement of any such action proceeding, claim or demand effected without the consent of AATT.

13. **UNDERTAKINGS BY AATT**

- (A) AATT undertakes with the Arranger and each of them agrees as follows:
- (a) Taxes. AATT will pay (a) any stamp, issue, registration, documentary, transaction or other taxes and duties, including interest and penalties, payable on or in connection with the creation, issue and offering of Bonds or the execution or delivery of the Trust Deed and the Bonds or the enforcement thereof against AATT and (b) in addition to any amount payable under the Trust Deed or the Bonds, any value added, or similar tax payable in respect of the creation, issue and offering Bonds or the

execution, delivery or enforcement of the Trust Deed or Bonds. AATT will indemnify the Arranger against any loss, liability, cost, claim, action, demand or expense (including, but not limited, to legal fees and expenses) which it may incur or which may be made against it arising out of or in relation to or in connection with any failure by AATT to pay or delay AATT in paying any such taxes or duties.

- (b) Withholding. All payments to be made by AATT to the Arranger under this Agreement shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Republic of Trinidad and Tobago or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In the event of any such withholdings, AATT shall pay such additional amounts as will result in receipt by the Arranger of such amounts as would have been received by it had no such withholding or deduction been required, except that no such additional amounts shall be payable by the Arranger if the Arranger is liable for such taxes, duties, assessments or governmental charges by reason of it having had some connection with the relevant jurisdiction other than the entering into, performing its obligations under, taking of any action contemplated by or enforcing this Agreement and except that AATT shall not be obligated to pay such additional amounts to the extent they exceed the amounts that would have been withheld or deducted but for a delay or failure by the Arranger in filing or producing any form or document required to be filed or produced to avoid or reduce such amount.
- (c) Notification. AATT shall promptly notify the Arranger of any material adverse change which occurs prior to payment being made to AATT on the Closing Date and which may affect any of its representations, warranties, agreements and indemnities herein, and will promptly take such steps as may be reasonably requested by the Arranger to remedy and/or publicise the same.

14. NOTICES

ALL notices hereunder shall be either delivered to the party or parties to which they are addressed by hand or shall be sent by telecopier. Any notice sent by telecopier shall be deemed to have been given, made or served at the time of dispatch. All notices shall be sent to the parties at their respective addresses as follows, or any other addresses in Trinidad and Tobago as the case may be of which any of the foregoing shall have notified the others in writing in accordance with this Subscription Agreement:

AATT:

Airports Authority of Trinidad and Tobago
 Caroni North Bank Road
 Piarco
 Attention: Sandra Perkins
 Fax No. (868) 669-3410

THE ARRANGER:

First Citizens Bank Limited
9 Queen's Park East
Port of Spain
Attention: Kelly Belmontes
Fax No. (868) 624-0818

15. **DESCRIPTIVE HEADINGS**

The Descriptive Headings in this Subscription Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

16. **GOVERNING LAW**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago, and the Trinidad and Tobago courts will have jurisdiction in connection with any legal action, suit or proceeding arising out of or relating to this Subscription Agreement.

17. **SOVEREIGN IMMUNITY**

AATT represents and warrants that it has no right to immunity, on the grounds of sovereignty or otherwise, from the execution of any judgment in Trinidad and Tobago or from the execution of enforcement in Trinidad and Tobago of any arbitral award (except, in each case, for the limitation on alienation of public property) in respect of any proceeding or any other matter arising out of or relating to its obligations contained in this Subscription Agreement.

18. **REMEDIES AND WAIVERS**

No failure or delay by the Arranger in exercising any power, remedy, discretion, authority or other right under this Agreement shall waive or impair that or any other right of the Arranger. No single or partial exercise of any right shall preclude its additional or future exercise. No such waiver shall waive any other right under this Agreement. All waivers or consents given under this Agreement shall be in writing.

19. **AMENDMENT**

Any amendment of any provision of this Agreement shall be in writing and signed by the parties.

20. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

21. **ENTIRE AGREEMENT**

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

22. **SUCCESSORS**

Except as otherwise provided herein, this Subscription Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, trustees and legal representatives.

23. **INTERPRETATION**

In this Subscription Agreement unless the context otherwise requires or unless otherwise defined in this Subscription Agreement, words and expressions defined in the Trust Deed shall have the same meanings when used in this Subscription Agreement.

Please confirm that this letter correctly sets out the arrangements agreed between us.

Yours faithfully,

For and on behalf of Airports Authority of Trinidad and Tobago

.....
Director

We hereby confirm that the terms of the above written letter correctly sets out the arrangements agreed between us.

Yours faithfully,

For and on behalf of First Citizens Bank Limited

.....
Director

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO

PAYING AGENCY AGREEMENT

TT\$193,000,000.00

COMPRISING

Fixed Rate Bonds 2005 – 2020

DATE:

**TO: FIRST CITIZENS BANK LIMITED
9 QUEEN'S PARK EAST
PORT OF SPAIN**



Dear Sirs,

AIRPORTS AUTHORITY OF TRINIDAD AND TOBAGO ("AATT") is issuing Bonds in the aggregate value of **TT\$193,000,000.00** comprising Fixed Rate Bonds 2005-2020 of TT\$10,000.00 each (the "Bonds"). These Bonds will be constituted and secured by a Trust Deed of even date herewith made between AATT and First Citizens Trust and Asset Management Limited ("the Trustee").

AATT hereby appoints First Citizens Bank Limited, the Paying Agent ("the Paying Agent") upon the terms and conditions set out below, for the payment of principal and interest in respect of the Bonds.

The Paying Agent appointed under the terms and conditions of this Agreement shall also undertake the duties and responsibilities of Registrar on behalf of AATT in respect of the Bonds. These duties shall include:

- (i) maintenance of the Register of Bondholders;
- (ii) dealing with transfers of Bonds and other registrations;
- (iii) providing information required by AATT and the Trustee from time to time relative to the register of Bondholders.

The expression "Paying Agent" and "Specified Office" as used herein shall be deemed to mean and include the Paying Agent and the offices respectively specified in the Trust Deed (as hereinafter defined) or such other Paying Agents or Specified Offices from time to time duly appointed by AATT in accordance with Condition 9.00 of the Bonds. The Bonds will be issued in registered transferable form in the denominations of TT\$10,000.00 or multiples thereof. The Bonds are to be issued



substantially in the form set out in the First Schedule to the Trust Deed. Expressions used herein shall, unless the context otherwise requires, have the meanings ascribed thereto in the Trust Deed and the Schedules thereto.

1. (A) At least one Business Day (being a day on which banks are open for business in Trinidad and Tobago) before the Due Date for payment of any principal and/or interest in respect of the Bonds or any of them, AATT will either (i) deliver its cheque to the Paying Agent for the full amount in Trinidad and Tobago Dollars of the moneys payable on such Due Date in respect of all such Bonds or (ii) arrange for the full amount in Trinidad and Tobago Dollars of the moneys payable on such Due Date in respect of all the Bonds to be paid to an account designated by the Trustee through the Real Time Gross Settlement System maintained by the Central Bank of Trinidad and Tobago for the settlement of funds between local financial institutions on the Due Date.
 - (B) In the event that, upon the Business Day before the Due Date for payment of any principal and/or interest in respect of the Bonds or any of them AATT does not have available for payment and has not delivered its cheque or arranged for payment into a designated account for payment to be made through the Real Time Gross Settlement System referred to in (A) above for the full amount of the moneys payable on such Due Date in respect of all such Bonds, AATT will give notice by telephone to the Trustee for the time being for the Bondholders (the "Trustee") and to the Paying Agent that it does not have such moneys available and has not delivered such cheque or arranged for payment into a designated account for payment to be made through the Real Time Gross Settlement System.
 - (C) The Rate of Interest from time to time payable in respect of the Fixed Rate Bonds 2005-2020 is 5.75% per annum.
 - (D) 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 thereafter, determine the amount of interest payable in respect of the Bonds (the "Interest Amount") for such period. 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 aggregating the figures so produced and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).
 - (E) The Paying Agent shall cause notice of the Interest Amount payable for each Interest Period, together with the relative Interest Payment Date, to be given to AATT and the Trustee two months prior to such payment becoming due.
2. (A) **SUBJECT** to AATT having paid the requisite moneys pursuant to paragraph 1(A) hereof, the Paying Agent will act as agent of AATT for the Bonds and pay or cause to be paid on behalf of AATT on and after each Due Date for payment the amounts due to be paid as principal and/or interest in respect of the Bonds in accordance with the conditions and the

terms of this Agreement. All payments made by the Paying Agent hereunder shall be made without charging any commission or fee to the Bondholders.

- (B) At any time after any of the events described in Condition 10.00 of the Bonds has occurred the Trustee may by notice in writing to AATT and the Paying Agent require:
- (i) the Paying Agent to act thereafter as Paying Agent of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of the Trust Deed *mutatis mutandis* on the terms provided herein (save that the Trustee's liability under any of the provisions hereof for the indemnification of the Paying Agent shall be limited to the amounts for the time being held by the Trustee upon the trusts of the Trust Deed and available for distribution to holders of Bonds) and thereafter to hold all Bonds and all sums documents and records held by them in respect of the Bonds and interest thereon on behalf of the Trustee; and/or
 - (ii) the Paying Agent to deliver up all Bonds and all sums documents and records held by them in respect of Bonds and interest thereon 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 relative Paying Agent is obliged not to release by any law or regulation.

The Paying Agent shall treat a certificate of the Trustee that any of the events described in the said Condition 10.00 has occurred as conclusive evidence of that fact.

3. ALL Bonds which are repaid or purchased and required to be cancelled shall be cancelled forthwith by the Paying Agent. The Paying Agent shall give all relevant details and forward the cancelled Bonds to AATT which shall as soon as reasonably possible after the date of such repayment, purchase, exchange or payment (as the case may be) furnish the Trustee with a certificate or certificates signed by a duly authorised officer stating the amounts paid in respect of such Bonds so repaid or purchased or paid and so cancelled, and the serial numbers of such Bonds.

4. AATT will be responsible for all out of pocket expenses (including computer costs, stationery printing, postages, insurances, issuing duplicates etc.) for which the Paying Agent/Registrar shall be reimbursed at the end of each quarter in which such expenses have been incurred.

5. AATT will indemnify and hold harmless the Paying Agent against any losses, liabilities, costs, claims, actions or demands which the Paying Agent may incur or which may be made against the Paying Agent as a result of or in connection with its appointment or the exercise of its power, discretions, authorities and duties under this Agreement (including reasonable fees and expenses of legal advisers) as well as the costs and expenses of defending any claim, action or demand except such as may result from its own willful default, negligence or bad faith or that of its officers or employees.

6. **WITHOUT PREJUDICE** to the provisions of paragraph 2 (B) hereof in acting hereunder and in connection with the Bonds the Paying Agent shall act solely as agent of AATT and will not thereby assume any obligations towards or relationship of agency or trust for any of the Bondholders.

7. **EXCEPT** as ordered by a court of competent jurisdiction or as required by law, the Paying Agent shall (notwithstanding any notice to the contrary) be entitled to treat the registered holder of any Bonds as the absolute owner thereof.

8. The Paying Agent will procure that, so long as any of the Bonds are outstanding, copies of the Trust Deed, and this Agreement together with copies of the latest audited accounts of AATT as produced by AATT will be available for inspection by Bondholders at its office specified herein during normal business hours.

9. (A) AATT with the prior written approval of the Trustee may terminate the appointment of any Paying Agent at any time by giving to the Trustee, and to such Paying Agent whose appointment is to be terminated, at least 45 days' written notice to that effect **provided always** that so long as any of the Bonds remains outstanding (i) no such notice shall expire between _____ and _____ or between _____ and _____ in any year; and (ii) AATT shall procure that there will at all times be at least one Paying Agent with a specified office in Trinidad and Tobago.

(B) The Paying Agent may resign its appointment hereunder at any time by giving to AATT and the Trustee at least 45 days' written notice to that effect and AATT shall thereupon forthwith appoint a replacement **provided** that so long as any of the Bonds remains outstanding no such notice shall expire between _____ and _____ or between _____ and _____. In the event that AATT fails to appoint a new Paying Agent within the notice period given by the Paying Agent as provided above then upon expiration of the notice period the Paying Agent shall continue to hold the office of Paying Agent only to the extent that it be responsible for the Register of Bondholders, the safe custody of the Bonds and all sums, documents or records held by it in respect of the Bonds and interest thereon on behalf of the Trustee and may thereupon appoint a new Paying Agent to take over all of the responsibilities under this Agreement with immediate effect and shall advise the Trustee and AATT in writing of such appointment. The new Paying Agent shall upon such appointment be responsible for and may be requested to indemnify the Paying Agent against any claims of whatsoever nature that may arise out of the discharge of the duties under this Agreement by the new Paying Agent and all other provisions of this Agreement shall be applicable to the new Paying Agent as if the new Paying Agent was an original signatory to this Agreement.

(C) As soon as practicable, and in any event at least 60 days prior to the effective date of the resignation or removal of any Paying Agent, AATT shall give, or cause to be given notice thereof to the Bondholders in accordance with Condition 16.00 of the Bonds.

- (D) Before the Paying Agent changes its Specified Office it shall give to AATT and the Trustee not less than 65 days' prior written notice to that effect giving the address of the changed Specified Office. AATT shall (unless the appointment of the relative Paying Agent is to terminate pursuant to sub-paragraph (A) or (B) above on or prior to the date of such change) give to the Bondholders and the Trustee at least 14 days' notice of such change and of the address of the changed Specified Office.
- (E) AATT shall give notice to the Bondholders in accordance with the said Condition 16.00 of any appointment of a Paying Agent hereunder within 14 days of such appointment.

10. The Paying Agent shall be deemed to have notice of, and in so far as the terms of the Trust Deed affect the duties of the Paying Agent herein, shall not act in a manner inconsistent with the terms of the Trust Deed including the Conditions of the Bonds.

11. **SUBJECT** to the Conditions of the Bonds the Paying Agent and any of its respective officers and employees in its or his individual or any other capacity, may become the owner of, or acquire any interest in any Bonds with the same rights that it or he would have if it or he were not the Paying Agent hereunder or an officer or employee thereof, and the Paying Agent may engage or be interested in any financial or other transaction with AATT, or may act on, or as a depository, trustee or agent for, any committee or body of Bondholders or other obligations of or lenders to AATT as freely as if it were not the Paying Agent hereunder.

12. **ALL** notices hereunder shall be either delivered to the party or parties to which they are addressed by hand or shall be sent by telecopier or facsimile. Any notice sent by telecopier or facsimile shall be deemed to have been given, made or served at the time of dispatch. All notices shall be sent to the parties at their respective addresses as follows, or any other addresses in Trinidad and Tobago of which any of the foregoing shall have notified the others in writing in accordance with this Agreement.

AATT: Airports Authority of Trinidad and Tobago
Caroni North Bank Road
Piarco
Attention: Sandra Perkins
Fax No. (868) 669-3410

THE TRUSTEE: First Citizens Trust and Asset Management
Limited
50 St. Vincent Street
Port of Spain
Attention: Judy-Ann Stuart
Fax No. (868) 624-8937

THE PAYING AGENT:

First Citizens Bank Limited
9 Queen's Park East
Port of Spain
Attention: Kelly Belmontes
Fax No. (868) 624-0818

13. Neither the Paying Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall (a) be liable for any action taken or to be taken by it or any person under or in connection with this Agreement or any other Transaction Documents or the transactions contemplated hereby (except for its or such person's own gross negligence or willful misconduct), or (b) be responsible in any manner to any person for any recital, statement, representation or warranty made by AATT or any officer thereof, contained in this Agreement or in any other Transaction Documents, or in any certificate, report, statement or other document referred to or provided for in, or received by the Paying Agent under or in connection with this Agreement, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or for any failure of AATT or any other party to the Transaction Documents to perform its obligations hereunder or thereunder. Except as otherwise expressly stated herein or in any other Transaction Documents, the Paying Agent shall not be under any obligation to any holders of Bonds to ascertain or to inquire as to the observance and performance of any of the agreements contained, or conditions of, this Agreement or any other Transaction Documents, or to inspect the properties, books or records of AATT.

14. The Paying Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or e-mail message, statement, order or other document or telephone conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper person or persons, and upon advice and statements of legal counsel (including counsel to AATT) independent accountants and other experts selected by the Paying Agent, The Paying Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Documents unless it shall first receive such advice or concurrence of the holders of the Bonds as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the holders of the Bonds or AATT as the case may be against any and all liability and expense which may be incurred by it by reason of failing to take, taking or continuing to take any such action. The Paying Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Transaction Documents in accordance with a request or consent of the holders of the Bonds (or when expressly required hereby, all of the holders of the Bonds) and such request and any action taken or failure to act pursuant thereto shall be binding upon the holders of the Bonds.

15. Any amendment of any provision of this Agreement shall be in writing and signed by the parties.

16. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17. This Paying Agency Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior

agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

18. Except as otherwise provided herein, this Paying Agency Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, trustees and legal representatives.

19. The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the Republic of Trinidad and Tobago and the Trinidad and Tobago courts will have jurisdiction in connection with any legal action, suit or proceeding arising out of or relating to this Paying Agency Agreement.

20. In this Paying Agency Agreement unless the context otherwise requires or unless otherwise defined in this Paying Agency Agreement, words and expressions defined in the Trust Deed shall have the same meanings when used in this Paying Agency Agreement.

Please confirm by signing and returning to us the enclosed duplicate of this letter that you accept the appointment as Paying Agent and Registrar upon the terms and subject to the conditions set out above, whereupon the same will become a binding agreement as between AATT, the Trustee and the Paying Agent.

Yours faithfully,

For and behalf of Airports Authority of Trinidad and Tobago

.....
Director

We hereby confirm our acceptance of your appointment of the Paying Agent on the above terms and conditions.

For and on behalf of First Citizens Bank Limited

.....
Director

For and on behalf of First Citizens Trust and Asset Management Limited ("the Trustee")

.....
Director

TRINIDAD AND TOBAGO

THIS GUARANTEE is made on the _____ day of _____ in the Year Two Thousand and Five between **THE REPUBLIC OF TRINIDAD AND TOBAGO LIMITED** represented by the Minister of Finance in this Guarantee called the "Republic" of the One Part and **FIRST CITIZENS TRUST AND ASSET MANAGEMENT LIMITED** a company incorporated under the Companies Ordinance Chapter 31 No. 1 and continued under the Companies Act Chapter 81:01 with its registered office at 50 St. Vincent Street in the City of Port of Spain in the Island of Trinidad in the Republic of Trinidad and Tobago (in this Guarantee called the "Trustee") of the Other Part.

W H E R E A S:

(A) By a Trust Deed (in this Guarantee called the "Trust Deed") dated the _____ day of _____ 2005 and made between the Airports Authority of Trinidad and Tobago (in this Guarantee called "Airports Authority") a body corporate established and constituted under the Airports Authority of Trinidad and Tobago Act Chapter 49:02 of the laws of Trinidad and Tobago with its registered office at Caroni North Bank Road, Piarcro in the Ward of Tacarigua in the Island of Trinidad of the One Part and the Trustee of the Other Part, Airports Authority by way of security for a borrowing of **ONE HUNDRED AND NINETY-THREE MILLION DOLLARS (TT\$193,000,000.00)** constituted and agreed to issue and sell Fixed Rate Bonds 2005 - 2020 (hereinafter called "Fixed Rate Bonds").

(B) The Airports Authority is a body corporate within the meaning of the Guarantee of Loans (Companies) Act Chapter 71 No. 82.

(C) The borrowing by the Airports Authority of **ONE HUNDRED AND NINETY-THREE MILLION DOLLARS (TT\$193,000,000.00)** secured by the Trust Deed and the discharge by the Airports Authority of its obligations under the Trust Deed and the Bonds are approved by the Republic for the purposes of the Guarantee of Loans (Companies) Act Chapter 71 No. 82.

(D) The Trustee is a Lending Agency within the meaning of the Guarantee of Loans (Companies) Act Chapter 71 No. 82.

(E) It is a condition of the Trust Deed that the Airports Authority obtain the guarantee by the Republic of the discharge by the Airports Authority of its obligations under the Trust Deed and the Bonds which the Republic has agreed to do on the terms of this Guarantee.



NOW THIS GUARANTEE WITNESSES and the parties agreed as follows:-

1. The terms used in this Guarantee unless the contrary intention appears shall have the same meanings as they have in the Trust Deed.
2. (1) The Republic irrevocably and unconditionally guarantees to and covenants with the Trustee (notwithstanding the existence of any of the matters set out in the next succeeding sub-clause) the due and punctual payment by the Airports Authority to the Trustee of the sums due and payable under the Bonds or the Trust Deed or both on the condition that the total amount recoverable under this Guarantee shall not exceed **ONE HUNDRED AND NINETY-THREE MILLION DOLLARS (TT\$193,000,000.00)** in addition to-
 - (a) such sums as may be due as owing from the Airports Authority to the Holders of the Bonds for interest due under or secured by the Bonds or any of them; and
 - (b) costs and expenses recoverable from the Airports Authority and reasonable costs and expenses arising out of or in connection with the recovery by the Trustee of the moneys due to it or to the Holders of the Bonds under this Guarantee.
- (2) This Guarantee shall have full legal effect –
 - (a) notwithstanding any legal limitation, disability, incapacity or other circumstance relating to the Airports Authority;
 - (b) irrespective of the validity, regularity or enforceability of the provisions of the Trust Deed and the Bonds as against the Airports Authority;
 - (c) whether or not any action has been taken to enforce the Trust Deed and the Bonds or any of them;
 - (d) whether or not the Airports Authority has been dissolved, liquidated, merged, consolidated or bankrupted or has changed or lost its separate corporate identity, status, functions, control or ownership;
 - (e) whether or not any circumstances occur which might constitute a legal or equitable discharge of a guarantor.
- (3) The Republic undertakes that if the Airports Authority makes default in the payment of any principal monies or interest due under or secured by the Bonds or any of them the Republic shall pay the amount due to the Trustee or to the person or persons respectively entitled to it at the expiration of seven days after a written demand for it has been made to the Republic by or on behalf of the Trustee.

4. All monies received by the Trustee from the Republic shall be applied by the Trustee for the benefit of the Holders of the Bonds in satisfaction and discharge of the monies due to them as such.

5. Any default by the Airports Authority in respect of what is due to one or more of the Holders of the Bonds shall without further proof entitle the Trustee to sue upon this covenant for the benefit of all the Holders of the Bonds and to recover from the Republic the sums secured by this Guarantee.

6. The Trustee shall be at liberty without the consent or knowledge of the Republic and without discharging the Republic to give time or other indulgence to the Airports Authority and to exercise the discretion devolving upon it as Trustee and to assent to any compromises compositions or arrangement with the Airports Authority altering the terms of the Bonds or the Trust Deed, or both, and postponing or accelerating the periods of payment and increasing or diminishing the amounts due.

7. The Trustee shall be at liberty to enter into compromises with the Republic in respect of the claims against it under this Guarantee and to bind the Holders of the Bonds by those compromises.

8. This Guarantee shall be a continuing security and it shall remain in operation until the redemption of the Bonds unless previously determined and revoked with the consent of all parties to this Guarantee.

9. On the fulfillment and discharge by the Republic of its liabilities as such the Trustee shall (if so required by the Republic) exercise for the benefit of the latter all trusts and powers contained in this Guarantee as if the Republic was itself the holder of the Bonds and as if this Guarantee had been entered into and executed for its exclusive benefit.

10. The Republic waives diligence, presentment, demand of payment, filing of claims with a court in the event of dissolution, liquidation, merger, consolidation or insolvency of the Airports Authority and specifically any rights it may have of first requiring the Trustee to proceed against or claim payment from the Airports Authority.

11. The Republic agrees that this Guarantee shall continue to be binding notwithstanding any amalgamation that may be effected by the Trustee with any other company or persons whether the new company thus formed shall or shall not differ in its name objects character and constitution from the Trustee it being the intention that this Guarantee shall remain valid and effectual in all respects and for all purposes in favour of and with reference to that new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if that new company had been expressly named in and referred to in this Guarantee instead of the Trustee.

12. The Republic represents and warrants to the Trustee that –

- (1) this Guarantee is a legal valid and binding obligation of the Republic enforceable in accordance with its terms and the obligations of the

Republic under this Guarantee are and will be direct unconditional and general obligations of the Republic;

- (2) all laws decrees and other authorisations, approvals, licences, registrations, consents or declarations from all legislative bodies of government, ministries, agencies or other authorities required by the Constitution or the laws of the Republic or otherwise appropriate in order for the Republic –
 - (a) to incur the obligations expressly assumed by it in or in accordance with this Guarantee;
 - (b) to execute and deliver all other documents and instruments to be delivered by it in accordance with this Guarantee;
 - (c) to perform and observe the terms and provisions of this Guarantee; and
 - (d) to render this Guarantee legal, valid, binding, enforceable and admissible in evidence, have been duly enacted, obtained or effected and are in full force and effect, and
- (1) the obligations of the Republic under this Guarantee constitute and will constitute a charge upon the Consolidated Fund of the Republic of Trinidad and Tobago.

13. Any notice or demand required to be given under the Guarantee to the Republic shall be sufficiently served if addressed to the Permanent Secretary, Ministry of Finance, Eric Williams Financial Building, Independence Square, Port of Spain, Trinidad and delivered at that address and acknowledged in writing as being received by a person purporting to be authorised to receive correspondence at that address.

IN WITNESS of which the parties to this Guarantee have set their hands the day and year first hereinabove written.

SIGNED by)
 the Minister of Finance for and on)
 behalf of the **REPUBLIC OF**)
TRINIDAD AND TOBAGO in the)
 presence of:)
)
)
)

SIGNED by)
)
for and on behalf of **FIRST**)
CITIZENS TRUST AND ASSET)
MANAGEMENT LIMITED in the)
presence of:)
)
)
)
)

And of me,

Attorney at Law