

APPENDIX

FORM OF APPLICATION FOR PARTICIPATION

1. Application

We hereby apply to the Trinidad and Tobago Central Depository Limited ("**TTCD**") for acceptance as a Participant in the TTCD under the category of _____ under **Rule 1.4.15**.

2. Binding Agreement

We agree that this application shall constitute an agreement binding on us and TTCD (the "**Participant Agreement**") upon acceptance of the application by TTCD as indicated by its execution of this application.

3. Rules

We agree to be bound by the rules enacted by TTCD (the "**Rules**"), the Procedures and the User Guides, as from time to time in force. All capitalized terms in this application not otherwise defined have the meanings attached to such terms by the Rules. This application, together with the Rules, the Procedures and the User Guides and the Agreement with Issuers constitute the "**Legal Documents**" referred to in this application.

4. Scope of Agreement

We agree that the provisions of the Legal Documents shall govern all our rights and obligations as a Participant in the TTCD, and shall constitute the terms and conditions of every Settlement and of the relationships in the Services between us and TTCD and between us and each other Participant and Issuers.

5. Common Form Agreement

We understand that each Participant enters into an agreement with TTCD having terms and conditions substantially similar to those contained in this Participant Agreement. In contracting with TTCD in such common form it is our intent that the Legal Documents constitute contractual obligations between us and all other Participants (as they may be from time to time) and between TTCD and all Participants including us, which obligations are enforceable directly by and against us, any other Participant and TTCD.

6. Statements

We understand and agree that Securities deposited with TTCD by us in our name or held by TTCD under the Rules in an Account in our name shall be held by TTCD on trust solely for us. We nevertheless authorize TTCD from time to time in TTCD's discretion to send statements as to the number and description of Securities held by TTCD on trust for us to such persons as the records of TTCD may indicate are Beneficial Owners of such Securities.

7. Agreements with clients

We agree that we shall not deal as Participant with respect to Securities deposited by us in TTCD on behalf of any client other than in accordance with the terms of an Agreement made by us with such client in a form approved by TTCD, and in particular shall provide promptly to all clients any payments, information, documents or notices received by us as Beneficial Owners of such client's Securities.

8. Procedure under Section 130 of the Act

On receipt from TTCD of a copy of a notice issued by an Issuer under Section 130 of the Act if we prepare a list under **Section 130(5)** (which we may do in our discretion) we will:-

- (i) send such list direct to TTCD and not to the Issuer;
- (ii) ensure receipt of such list by TTCD within five (5) days of the date of our receipt of the notice from TTCD;
- (iii) prepare such list in alphabetical form;

and we agree that TTCD will have no obligation to forward a list received late to an Issuer.

9. Monies or Notices received by TTCD

If for any reason when a list has been sent to an Issuer under section 130 of the Act such Issuer, notwithstanding the provisions of its agreement with the TTCD, sends any monies, Securities or notices of meetings of shareholders to TTCD, TTCD shall send such monies, Securities or notices to the Beneficial Owners of such Securities as shown on the list sent by the Participant with respect to the action which resulted in the monies, Securities or notices being sent.

The Participant shall indemnify TTCD against all claims demands and losses arising from TTCD's reliance on such list.

10 Severability

If for any reason any provision of the terms of the Legal Documents is found to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions and such unenforceable or invalid provision shall be severed from such remaining provisions.

11. Assignment

We agree that we shall not assign charge or otherwise dispose of our rights and obligations pursuant to the Participant Agreement without the prior written consent of TTCD. TTCD may assign its rights and obligations pursuant to the Participant Agreement to any person who succeeds to the rights and obligations of TTCD with respect to the Services generally.

The Participant Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of ourselves and TTCD.

12. Qualifications and Standards

We represent and warrant to TTCD that we meet all the qualifications and standards set by the Rules for a Participation in the category of _____ of **Rule 1.4.15** and that all information given by us in relation to this application is true and correct.

We undertake that where we are subject to the jurisdiction of a regulatory agency (other than TTCD or the Trinidad and Tobago Stock Exchange) we will promptly inform TTCD of any correspondence with such regulatory agency which does or might affect our qualification as a Participant.

13. Signing Officers

We designate the persons named in the first column having the titles designated in the second column and specimen signature entered in the third column of Schedule A hereto as our Signing Officers for the Services. TTCD shall be entitled to rely upon this designation of Signing Officers until any changes are notified to TTCD in accordance with the Rules.

14. Notices

We acknowledge that the information set out in Schedule B hereto is provided to TTCD for the purpose of giving notice to us pursuant to the Rules. We warrant to TTCD that the information set out in Schedule B is accurate and acknowledge that TTCD may rely on such information for the giving of notice to us until we provide other information to TTCD in accordance with the Rules.

15. Choice of Law

The Legal Documents shall be governed and construed in accordance with laws of Trinidad and Tobago whether or not any Security may be issued in a different jurisdiction or any Issuer may be domiciled or resident in such different jurisdiction.

16. Submission to Jurisdiction

All suits, actions or proceedings of any kind arising out of or in relation to the Legal Documents or our participation in TTCD, whether between ourselves and TTCD or between ourselves and any other Participant, may be brought in the Supreme Court of Trinidad and Tobago. We submit to the jurisdiction of such Court for the purpose of any such suit, action or proceeding.

17. Service of Process

We designate each of our Signing Officers as our agent for service of process with respect to any suit, action or proceeding arising out of or in relation to the Legal Documents or our participation in the TTCD, whether between ourselves and TTCD or between ourselves and any other Participant. We agree that service on any Signing Officer shall be binding and effective on us.

If we are domiciled outside Trinidad and Tobago we irrevocably appoint the Secretary of TTCD for the time being our agent to accept on our behalf service of writs, summons or other legal process issued in the Supreme Court of Trinidad and Tobago.

EXECUTED BY THE APPLICANT at _____, _____
(city)

this day of , 2010

(NAME OF COMPANY)

By: _____
(duly authorized signatory)

By: _____
(duly authorized signatory)

Title: _____
(please print)

Title: _____
(please print)

Name: _____
(please print)

Name: _____
(please print)

ACCEPTED BY TTCD at 10th Floor, Nicholas Tower, 63-65 Independence Square, Port of Spain this day _____, 201.

THE TRINIDAD AND TOBAGO CENTRAL DEPOSITORY LIMITED

By: _____
(duly authorized signatory)

by: _____
(duly authorized signatory)

Name/title:

Name/title:

SCHEDULE A

1. Name	2. Title	3. Specimen Signature

SCHEDULE B

All notices to us may be posted or delivered by hand addressed as follows:-

For the attention of

or sent by telecopy to (868)

or sent by e-mail to

and our Telephone number(s) is/are