SCHEDULE I TO THE GRANT RELIEF PAYMENT MOU REPUBLIC OF TRINIDAD AND TOBAGO

ACCEPTANCE OF GRANT RELIEF

The **Government and the Beneficiary** may be individually referred to as "**Party**" or together as "**Parties**".

WHEREAS:

A. Hindu Credit Union and Co operative Society Limited in liquidation (hereinafter called the "**HCU**") is a credit union and co-operative society registered under the Co-operative Societies Act Chap. 81:03 of the Laws of the Republic of Trinidad and Tobago (the "**Act**") to promote the economic welfare of its members and to encourage the spirit and practice of thrift, self help and co-operation amongst members and to promote the development of co-operative ideas, and in the course of so doing has established share and deposit accounts in accordance with its **Bye Laws**;

B. By virtue of the powers vested in him under Section 58 of the **Act**, the Commissioner for Co-operative Development (**the Commissioner**) on October 9, 2008 made an order directing that the **HCU** be wound up and on October 10, 2008 appointed Mr. Ramdath Dave Rampersad of the firm Deloitte & Touche, as the liquidator (**the Liquidator**) to wind up the affairs of the **HCU**;

C. Shareholders (including their nominees and legal personal representatives) and deposit holders (and /or their assignees) have not received payments from the **HCU** and the **Government** has offered to bring relief to the said members by a grant relief payout to the said members and deposit holders who are **Eligible Payees**;

D. The **Beneficiary** is an **Eligible Payee** and has agreed to accept the grant relief offered by **the Government** upon the terms thereof, with respect of his **Investments**, particulars of which are set out in **Appendix 1** to this **Acceptance of Grant Relief** document;

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

1. DEFINITIONS

"Bye Laws" means the Bye Laws of the Hindu Credit Union Co-Operative Society Limited, having Registration Number CU-154-85 duly approved by **the Commissioner** on the 29th day of January, 2004; **"Eligible Payee**" means-

(a) a person who is not a Related Party and is-

(i) a member who is a legitimate and registered shareholder of the **HCU**, either jointly or in his/her own name, and in the case of his/her death, the nominee or legal personal repre sentative of that member who is entitled to benefit in accordance with the **Bye Laws;** or

(ii) a member who is the holder of a normal or special deposit in the **HCU** issued in accordance with the **Bye Laws**; or

(b) in any case where a person under paragraph (a) (ii) has previously assigned any benefits, rights, title, estates or interests in the normal or special deposits to a third party, such third party or prior assignee;

"Investment" means shares issued by the HCU to its members and normal and special deposits made to the HCU in accordance with its **Bye Laws;**

- "Investment Deposit/s" means normal and special deposit accounts created by the HCU and held by persons in accordance with its **Bye Laws**;
- "Principal Balance" means the capital sum (including consideration of any judgments, awards, orders made by the Commissioner pursuant to Part VII of the Act) payable by the HCU in the name of an Eligible Payee on account of Investments as at October 10, 2008, minus any outstanding loans or other liabilities to the HCU due from the Eligible Payee;

"**Related Party**" means any person or entity who, on October 10, 2008 and at any time during the twelve months immediately preceding October 10, 2008, was -

(a) a director of the board or Officer of HCU;

(b) a director or officer of any company in which the **HCU** owns or owned the majority shareholding, such "officer" having the meaning assigned under section 2 of the Financial Institutions Act, 2008 (hereinafter called the **"FIA"**);

(c) the **nominee** or legal personal representative of persons referred in para graphs (a) and (b) above;

(d) under the control of a person who, on October 10, 2008 or at any time during the twelve months immediately preceding October 10, 2008, was a director of the board or an Officer of the **HCU**, including the president, vice president, secretary, assistant secretary, treasurer, assistant treasurer, chairman or member of the supervisory, credit loans, educa tion or other committees of the **HCU** or other individual designated as an Officer by the **Act** or the **Bye Laws** or any other corporate document of the **HCU**;

(e) under the control of a person who, on October 10, 2008 or at any time during the twelve months immediately preceding October 10, 2008, was a director of the board or an officer of a company in which the **HCU** owns or owned the majority shareholding, such "officer" having the meaning assigned under section 2 of the **FIA**;

(f) the son, daughter, brother, sister, mother, father, spouse or co-habitant (as defined by the Cohabitational Relationships Act, Chap. 45:55) of a person who, on October 10, 2008 or at any time during the twelve months immediately preceding October 10, 2008, was a director of the board or an **Officer** of the **HCU**;

(g) the son, daughter, brother, sister, mother, father, spouse or co-habitant (as defined by the Cohabitational Relationships Act, Chap. 45:55) of a person who, on October 10, 2008 or at any time during the twelve months immediately preceding October 10, 2008, was a director of the board or an officer of a company in which the **HCU** owns or owned the majority shareholding, such "officer" having the meaning assigned under section 2 of the **FIA**; (h) any company in which the **HCU** owns or owned the majority shareholding;

"Share" or "shareholding" means a share account in the HCU subscribed for by a member and established in accordance with the **Bye Laws.**

2. EFFECTIVE DATE AND TERMINATION

This Agreement shall have effect from the date of its execution by the **Parties**, save where the **Parties** agree in writing that this Agreement be deemed to take effect from some other date.

Without prejudice to any other right or remedy it may have, the **Government** may terminate this Agreement at any time by giving the other **Party** ninety days' notice in writing.

Upon termination of this Agreement for any reason-

(a) each **Party** shall return to the other **Party** any documents in its possession or control which contain or record any confidential information of a **Party**; and

(b) subject as provided in this Clause, and except in respect of any accrued rights, all **Parties** shall not be under any further obligation to the other.

3. APPENDICES

The **Parties** agree that the **Appendices 1 and 2** to this **Acceptance of Grant Relief Agreement** shall form part of this Agreement.

4. PAYMENTS

Provided the **Beneficiary** warrants that he is an **Eligible Payee** and executes a **Statutory Declaration** to that effect, the **Beneficiary** hereby agrees that he/she will duly execute the following documents as a prerequisite to the payment by the **Government** of grant relief equivalent to the **Principal Balance** not exceeding the sum of **Seventy-Five Thousand Trinidad and Tobago Dollars** (**TT\$75,000**):

(a) Authorisation and Direction to the Liquidator;

(b) Assignment of the Interests and Entitlements in the Investment Deposits held by the Eligible Payee and the execution of a Declaration of Trust.

5. The **Beneficiary** agrees to accept **the Government's** offer of relief payment upon the terms of that offer, and in addition thereto, has agreed to execute the relevant forms and documents so as-

(i) to withdraw all subsisting actions, claims, matters and disputes against or involving the **HCU** filed by him/her with the **Commissioner** and/or the courts of law arising from his/her shareholding and/or deposit holding in the **HCU**; and

(ii) not to institute any action against HCU, the Government, the Commissioner and/or the Liquidator arising under or in respect of his share/s or deposits, unless the Government otherwise requires.

(iii) to waive all or any judgments, decrees, orders or other decisions made or registered by the Commissioner and all or any arbitration awards made or entered pursuant to Part VII of the **Act** in any claim, matter or dispute filed by him/her with the **Commissioner** arising from his/her shareholding and/or deposit holding in the **HCU;** and

(iv) in the case of a shareholder member, to direct the **Liquidator** to pay to the **Government**, an amount equivalent to the relief payment from any sum which may become payable to him/her as shareholder upon the winding up of the **HCU**; and

(v) in the case of a depositor, to assign to the **Government** his/her benefits, rights, titles, estates and interests in the deposits held with **HCU** and to declare a trust in favour of the **Government**,

6. The **Beneficiary** hereby consents and authorises the release by the **Commissioner** to the **Government** of such information pertaining to his account held in the **HCU** as may be required by the Government in order to ascertain his/her eligibility for payment of grant relief and the **Principal Balance.**

7. No further benefits (inclusive of interest) and no **HCU** membership rights shall accrue to the **Government** under the Investment Deposit with respect to the payment of grant relief made by the **Government** to the **Eligible Payee** in accordance with **Clause 4** and, except where otherwise provided in any law, the **Government** shall become a creditor of **HCU** only to the extent of the payments made to the **Eligible Payee** in accordance with this Agreement.

8. The **Beneficiary** agrees from time to time hereafter, at the request of the **Government** and without further consideration, to do all such further acts and execute and deliver all such further deeds or other documents as the **Government** shall deem necessary to give full effect to the provisions hereof.

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

SIGNED AND DELIVERED by

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

SIGNED AND DELIVERED by [

] as and

)

for his act and deed in the presence of:

APPENDIX 1 to the Acceptance of Grant Relief Agreement

Shareholding Account Number: No. of Shares Name of Nominee (if any): Principal Balance:

Deposit Account Number: Amount of Deposit: Name of Assignee (if any): Principal Balance:

APPENDIX 2 to the Acceptance of Grant Relief Agreement

i. Authorisation and Direction to the Liquidator

ii. Assignment of the Interests Entitlements and Rights in the Investment Deposits held by the Eligible Payee and the execution of a Declaration of Trust

SCHEDULE II TO THE GRANT RELIEF PAYOUT MOU

REPUBLIC OF TRINIDAD AND TOBAGO

AUTHORISATION AND DIRECTION TO COMMISSIONER AND THE LIQUIDATOR

THIS AUTHORISATION AND DIRECTION is given thisday of, 2012to:

(1) **THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO**, acting through an officer of the Ministry of Finance duly authorised by the Cabinet to act on its behalf, whose office is situate at the Eric Williams Financial Building, Independence Square, in the city of Port of Spain in the Republic of Trinidad and Tobago (hereafter called the **"Government"**);

(2) THE COMMISSIONER FOR CO-OPERATIVE DEVELOPMENT

established under the Co-operative Societies Act of the Laws of the Republic of Trinidad and Tobago (the **"Act"**) with general powers of supervision of the affairs of credit unions and co-operative societies registered under the said act with a place of business situate at the Ministry of Labour of the Government of Trinidad and Tobago at Riverside Plaza Port of Spain (hereafter called the **"Commissioner"**); and

(3) **MR. RAMDATH DAVE RAMPERSAD** of the firm Deloitte & Touche, the Liquidator for Hindu Credit Union Co-Operative Society Limited, a credit union and co-operative society duly registered under the Co-op Societies Act, appointed by the Commissioner under Section 58 of the Co-op Societies Act of 54 Ariapita Avenue Woodbrook Port of Spain (hereafter called "**the Liquidator**").

WHEREAS:-

A. , is the owner of the share account issued by **HCU** described in the **Appendix** hereto (hereinafter referred to as the "**share/s**") and is currently entitled or will be entitled to receive payment thereon and has been determined to be eligible for grant relief payment by the **Government** of the **Principal Balance** in the sum of **Seventy-Five Thou sand Trinidad and Tobago Dollars (\$75,000.00)** or less.

C. Eligible Payee has agreed to sign this Authorisation and Direction to the Liquidator and Commissioner for the provision of the payment to the Government, of a sum of money equivalent to the amount of grant relief paid by the Government to Eligible Payee, to be made from any sums which may become available for distribution among the members of the HCU after the winding up by the Liquidator in respect of his/her share/s.

 in respect of the **share/s** which he/she holds in the **HCU**.

The **Eligible Payee** hereby declares that to the extent that this Authorisation and Direction may be held to be illegal, invalid or ineffective, he/she nevertheless authorises **the Commissioner** and **the Liquidator** to pay to the **Government** IN PRIORITY to the **Eligible Payee**, as member, a sum of money equivalent to the amount of the grant relief received by Eligible Payee under the **Acceptance of Grant Relief**, from any sums which may become available for distribution among the members of the **HCU** after the winding up by **the Liquidator** in respect of his/her shareholding in the **HCU**.

SCHEDULE

Share/ Savings Account No: No. of Shares Name of Nominee (if any): Principal Balance:	
SIGNED by	thisday of2012
In the presence of:	
ACKNOWLEDGED BY:	
1.THE GOVERNMENT	
2.THE COMMISSIONER	
3.THE LIQUIDATOR	

THE

DAY OF

2012.

SCHEDULE III to the Grant Relief Payout MOU

REPUBLIC OF TRINIDAD AND TOBAGO

DEED OF ASSIGNMENT AND DECLARATION OF TRUST (Depositor)

THIS DEED OF ASSIGNMENT AND DECLARATION OF TRUST is made this

day of

, between

(1) **THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO**, acting through an officer of the Ministry of Finance duly authorized by the Cabinet to act on its behalf, whose office is situate at Level 8, Eric Williams Finance Building, Independence Square, in the city of Port of Spain in the Republic of Trinidad and Tobago (hereafter called the **"Government"**) of the One Part and

The **Government** and the **Eligible Payee** may be individually referred to as "**Party**" or together as "**Parties**".

WHEREAS:-

1. The Eligible Payee is the owner of an Investment Deposit issued by the Hindu Credit Union Co operative Society Limited (HCU) now in liquidation (hereinafter called the "HCU") made in accordance with its Bye Laws and more particularly described in the Schedule hereto (hereinafter called the "investment deposit"), and is currently entitled or will be entitled to receive payment of the monies therein stated from the liquidator appointed to wind up the HCU and has been determined to be eligible for payment of grant relief by the Government on his/her investment deposit of the sum of Seventy-Five Thousand Trinidad and Tobago Dollars (\$75,000.00) or less.

2. The **Government** has agreed to pay such monies to the **Eligible Payee** upon the assignment by **Eligible Payee** of the rights to the proceeds and all the benefits, entitlements and interests in the **investment deposit** to the **Government** as herein provided.

NOW THIS DEED WITNESSETH:-

(1) In Consideration of \$TT (state the amount being paid) now paid to the **Eligible Payee** by the **Government** (the receipt of which sum the **Eligible Payee** acknowledges), the **Eligible Payee HEREBY** agrees to assign and **HEREBY ASSIGNS** unto the Government the rights to the proceeds and all the benefits, entitlements and interests in and under the investment deposit.

(2) The **Eligible Payee HEREBY WARRANTS** that he is not a Related-Party and has executed a Statutory Declaration to that effect.

(3) The **Eligible Payee HEREBY** agrees to assign and **HEREBY ASSIGNS** to the **Government** all the **Eligible Payee's** rights to the proceeds and all the benefits, entitlements and interests in respect of

any and all sums payable at the date hereof or at any future date hereunder or in respect of the **investment deposit**.

(4) Without prejudice to the right of the **Government** to bring in its own name any action against **Commissioner**, the liquidator of the **HCU** and **HCU** arising under the **investment deposit** pursuant to this assignment, the **Eligible Payee** shall effectively discontinue and shall not institute any action against **Commissioner**, the liquidator of the **HCU**, **HCU** and/or the **Government** arising under or in respect of the terms of or the sums payable under or in respect of the **investment deposit**, unless the **Government** otherwise requires.

(5) The **Eligible Payee** shall, from time to time hereafter at the request of the **Government** and without further consideration, do all such further acts and execute and deliver all such further deeds or other documents as the **Government** shall deem necessary to give full effect to the provisions hereof. This agreement shall enure to the benefit of and be binding upon the **Parties** hereto and their respective administrators, trustees, receivers, successors and assigns.

(6) The **Eligible Payee** hereby declares that to the extent that this Deed may be held to be illegal, invalid or ineffective to assign unto the **Government** all the **Eligible Payee's** rights to the proceeds, benefits, entitlements and interests in and under the **investment deposit**, and give the **Government** the right to bring any action against **Commissioner** and the liquidator of **HCU** arising under the investment deposit, in the name of the **Government**, the **Eligible Payee** nevertheless holds and shall hold all his rights to the proceeds, benefits, entitlements and interests under the investment deposit, upon trust for the use and benefit of the **Government** and shall exercise all his benefits, rights, entitlements and interests thereunder only as directed by the **Government**.

(7) The Eligible Payee hereby warrants that he is the owner of the investment deposit and that the investment deposit has not been previously assigned or pledged and that all information concerning the investment deposit furnished to the Government by the Eligible Payee and/or Commissioner acting on behalf of the Eligible Payee prior to the said agreement is true and correct.

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

SCHEDULE

Deposit Account No: Issue Date of Deposit certificate: Name of Deposit Holder: Name of Assignee: Principal Balance:

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

SIGNED AND DELIVERED by [] as and for his act and deed

in the presence of:

The **Commissioner** and the liquidator **HEREBY ACKNOWLEDGE RECEIPT OF** the above described **ASSIGNMENT** by **Eligible Payee** (a duplicate of which assignment has been filed with **Commissioner** and the liquidator of the **HCU** at their respective Head Offices) the day of 2012.

REPUBLIC OF TRINIDAD AND TOBAGO

[PRIOR ASSIGNMENT]

DEED OF ASSIGNMENT AND DECLARATION OF TRUST

THIS DEED OF ASSIGNMENT AND DECLARATION OF TRUST is made this day of among ,

(1) THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO, acting through an officer of the Ministry of Finance duly authorised by the Cabinet to act on its behalf, whose office is situate at Level 8, Eric Williams Finance Building, Independence Square, in the city of Port of Spain in the Republic of Trinidad and Tobago (hereafter called the "Government") of the First Part;

1 of ((2))(hereinafter called the "HCU Depositor") of the Second Part; and

(3) [Name of PRIOR ASSIGNEE]

of , in the Republic of Trinidad and Tobago (hereinafter called the "Prior Assignee") of the Third Part.

The Government, the HCU Depositor and the Prior Assignee may be individually referred to as "Party" or together as "Parties", and the HCU Depositor and the Prior Assignee may be known collectively as Eligible Payees".

WHEREAS:-

1. The HCU Depositor is the beneficial owner of an investment deposit issued by Hindu Credit Union Co operative Society Limited now in liquidation (hereinafter called the "HCU") made in accordance with its Bye Laws and more particularly described in the Schedule hereto (hereinafter called the "investment deposit") and has, prior to the execution of this Deed, assigned to the Prior Assignee, in whole/ in part [delete where not applicable], his benefits, rights, title, estates and interests under the **investment deposit**.

2. By virtue of such prior assignment, the **HCU Depositor** and **Prior Assignee** are currently entitled or will be entitled to receive payment of monies under the **investment deposit**.

3. The Government has determined that the HCU Depositor and Prior Assignee are eligible for payment of grant relief by the Government on the investment deposit of a sum of Seventy-Five Thousand Trinidad and Tobago Dollars (\$TT 75,000.00) or less.

4. The **HCU Depositor and Prior Assignee as Eligible Payees** have agreed to accept the offer of the Government to pay a sum of Seventy-Five Thousand Trinidad and Tobago Dollars (\$TT 75,000.00) or less for the sale and assignment to the **Government** of all of the respective rights to the proceeds, benefits, entitlements and interests of the Eligible Payees in the investment deposit and the Government has agreed to pay such monies to the Eligible Payees, upon the assignment by the Eligible Payees to the Government of all their respective rights to the proceeds, benefits, entitlements and interests under the **investment deposit** as herein provided.

5. The HCU Depositor has agreed and directed that the Government shall pay to the Prior Assignee the said sum Seventy-Five Thousand Trinidad and Tobago Dollars (\$TT 75,000.00), or less in full discharge of its agreement to pay grant relief in respect of the said investment deposit owned by HCU Depositor now assigned to Prior Assignee.

NOW THIS DEED WITNESSETH:-

(1) In Consideration of \$TT(state the amount being paid) now paid to the **Prior** Assignee by the Government (the receipt of which sum the **Prior Assignee** acknowledges), the **HCU Depositor** and **Prior Assignee** as **Eligible Payees HEREBY** agree to assign and **HEREBY ASSIGN** unto the **Government** all their respective rights to the proceeds, benefits, entitlements and interests in and under the **investment deposit**.

(2) The HCU Depositor and Prior Assignee as Eligible Payees HEREBY WARRANT that they are not Related Parties and have jointly executed a Statutory Declaration to that effect.

(3) The HCU Depositor and Prior Assignee as Eligible Payees HEREBY agree to assign and HEREBY ASSIGN to the Government all their respective rights to proceeds, benefits, entitlements and interests in respect of any and all sums payable at the date hereof or at any future date hereunder or in respect of the investment deposit.

(4) Without prejudice to the right of the **Government** to bring in its own name any action against **Commissioner**, the liquidator of the **HCU** and **HCU** arising under the **investment deposit** pursuant to this assignment, the **HCU Depositor** and **Prior Assignee** as **Eligible Payees** shall effectively discontinue and shall not institute any action against **Commissioner**, the liquidator of the **HCU**, **HCU** and/or **the Government** arising under or in respect of the terms of or the sums payable under or in respect of the **investment deposit**, unless the **Government** otherwise requires.

(5) The **Eligible Payees** shall, from time to time hereafter at the request of the **Government** and without further consideration, do all such further acts and execute and deliver all such further deeds or other documents as the **Government** shall deem necessary to give full effect to the provisions hereof. This agreement shall enure to the benefit of and be binding upon the **Parties** hereto and their respective successors and assigns.

(6) The **Eligible Payees** hereby jointly declare that to the extent that this Deed may be held to be illegal, invalid or ineffective to assign unto the **Government** all the **Eligible Payees'** rights to the proceeds, benefits, entitlements and interests in and under the **investment deposit**, and give the **Government** the right to bring any action against **Commissioner**, the liquidator of the **HCU** and **HCU** arising under the investment deposit, in the name of the **Government**, the **Eligible Payees** nevertheless hold and shall hold all their respective rights to the proceeds, benefits and interests under the investment deposit, upon trust for the use and benefit of the **Government** and shall exercise all their respective benefits, rights, entitlements and interests thereunder only as directed by the **Government**.

(7) The HCU Depositor and Prior Assignee as Eligible Payees hereby warrant that they are the owners of the investment deposit and that the investment deposit has not been further assigned or pledged and that all information concerning the investment deposit furnished to the **Government** by the Eligible Payees and/or Commissioner acting on behalf of the Eligible Payees prior to the said agreement is true and correct.

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

SCHEDULE

Deposit Account No: Issue Date of Deposit certificate: Name of Deposit Holder: Name of Assignee: Particulars of Assignment: Principal Balance: SIGNED AND DELIVERED by an officer of the Ministry of Finance duly authorised by the Cabinet to sign for and on behalf of the Government of the Republic of Trinidad and Tobago, as and for her/his act and) deed in the presence of: **SIGNED AND DELIVERED** by (name of the **HCU Depositor**) as and for his act and deed in the presence of: SIGNED AND DELIVERED by (State name of Prior Assignee) as and for his act and deed in the presence of: OR THE COMMON SEAL OF the Prior Assignee has been hereunto affixed by (a director and () the Secretar of the Company by order and authority of the Board of Directors of the Company and in accordance with the Bye Laws of the Company

in the presence of:

The Commissioner (or Other Person Authorized to Undertake the Administration of Oaths, Affirmations or Declarations) and the liquidator **HEREBY ACKNOWLEDGE RECEIPT OF** the above described **ASSIGNMENT by Eligible Payee** (a duplicate of which assignment has been filed with **Commissioner** (or Other Person Authorized to Undertake the Administration of Oaths, Affirmations or Declarations) and the liquidator of the **HCU** at their respective Head Offices) the adv of 2012.

SCHEDULE IV REPUBLIC OF TRINIDAD AND TOBAGO

IN THE MATTER OF THE STATUTORY DECLARATIONS ACT, CHAP. 7:04 (STATUTORY DECLARATION)

I/We,	[Name	of	Declarant(s)/Eligible	Payee(s)]
of (State Address of Declarant(s))				
In the island of , ir	n the Republic	of Trinide	ad and Tobago, make oath	n and do say

as follows:

1. In this declaration, reference to a "**nominee**" means a person appointed by a member in accordance with the **Bye Laws** of the **HCU** to whom or to whose credit the shares or interest of that member may be paid or transferred upon his/her death, "**Officer**" has the same definition as in Section 2 of the **Co-operative Societies Act**, and "**officer**" has the same definition as in Section 2 of the Financial Institutions Act, 2008.

2. That on the day of , **I/We** invested in a [State type or form of Capital Investment] issued by **Hindu Credit Union and Co operative Society Limited now in liquidation (hereafter called HCU).**

3. That **I/We am/are** neither at present nor at any time in the twelve months up to or on October 10, 2008, have been a **Director/Directors** of the board or **Officer/Officers** of **HCU**.

4. That **I/We am/are** neither at present nor at any time in the twelve months up to or on October 10, 2008, have been **Director/Directors** of the board or **officer/officers** of any company in which **HCU** owns or owned the majority shares.

5. That **I/We am/are** not at present nor at any time in the twelve months up to or on October 10, 2008, have been a nominee of a member or depositor or assignee of a depositor who was a Director of the board or **Officer** of the **HCU**, or a lawful agent or representative of a Director of the board or officer of any company in which **HCU** owns or owned the majority shares.

6. That **I/we am/are** not at present nor at any time in the twelve months up to or on October 10, 2008, been under the control of a person who is at present or has at any time in the twelve months up to or on October 10, 2008, been a director of the board or **Officer** (including president, vice-president, secretary, assistant secretary, treasurer, assistant treasurer, chairman or member of the Supervisory, Credit, Loans, Education or other committees of the **HCU** or other individual designated as an officer by the **Co op Societies Act** or the **Bye-Laws** or any other corporate document of the **HCU** or a director of the board or officer of any company in which **HCU** owns or owned the majority shares.

7. That **I/we am/are** not at presently nor, at any time in the twelve months up to or on October 10, 2008, have been the son, daughter, brother, sister, mother, father or spouse or cohabitant (as defined by the Cohabitational Relationships Act, Chap. 45:55) of a person who, at any time in the twelve months up to or on October 10, 2008, was a director or **Officer** of the **HCU** or a director or officer of any company in which the **HCU** owns or owned the majority shares.

AND I/We make this declaration conscientiously believing the same to be true according to the Statutory Declarations Act, Chap. 7:04 and **I/we am/are** aware that if there is any statement in this declaration which is false which **I/we** know or believe to be false or do not believe to be true, **I/we am/are** liable to a fine and imprisonment.

Declarant

[..... Declarant]

Declared before me, this day of , 2012

[Seal of Declarant where applicable]

COMMISSIONER OF AFFIDAVITS or Other Person Authorized to Undertake the Administration of Oaths, Affirmations or Declarations