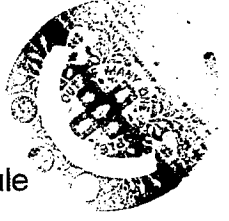


\$500.00  
4/20/48  
\$520.48



NO.

**TRUST DEED**

**TO PERPETUATE SAINT ANDREW TECHNICAL HIGH SCHOOL**

THIS TRUST DEED is made on the day set out in Item 1 of the Schedule hereto between the Party more particularly described in Item 2 of the Schedule ("the Donor") of the one part and the Parties more specifically described in Item 3 of the Schedule ("the Trustees" which expression shall where the context so admits include the trustee or trustees for the time being of this deed) of the second part and the Parties more specifically described in Item 4 of the Schedule ("the Donees or Beneficiary or beneficiaries") of the Third Part.

**WHEREAS:**

1. The Donor has paid or is about to pay to the Trustees a sum of money more specifically described in Item 5 of the Schedule ("the said sum") to be set aside in the names the Trustees appointed hereunder, to be held by them in Trust for and on behalf of the beneficiary or beneficiary or beneficiaries named herein, and such other beneficiary or beneficiary or beneficiaries as are determined by the Trustees from time to time in their absolute discretion.
2. This declaration of Trust is made for and on behalf of the said beneficiary or beneficiaries.
3. And whereas the Trustees appointed by this Deed have agreed to serve as Trustees of the said funds in Trust for the said beneficiary or beneficiaries.

**NOW THIS DEED WITNESSETH:**

**TRUST TO BE KNOWN AS THE SAINT ANDREW TECHNICAL HIGH SCHOOL TRUST**

1. This Trust shall be known as **THE SAINT ANDREW TECHNICAL HIGH SCHOOL TRUST** and is established for the maintenance and advancement of the Saint

Transaction # 432702

Andrew Technical High School, its successors and assigns.

**FUNDS HELD IN TRUST**

2. That the Trustees hereby declare that they hold the said sum mentioned in Item 5 of the Schedule in Trust for the said Beneficiary or beneficiaries.

**SUM TO INCLUDE CAPITAL AND INTEREST**

3. The sum includes both capital and interest accrued thereon and any further sum or sums that may be added thereto.

**TRUSTEES MAY PAY OR ADVANCE OUT OF CAPITAL OR INTEREST**

4. The Trustees may in their absolute discretion pay or advance any sum out of capital or interest to the said beneficiary or beneficiaries as they think fit.

**TRUSTEES HAVE POWER TO INVEST etc.**

5. Subject to paragraph 7 below, the Trustees shall have the power to invest continue any investments or may retain any property in specie or sell same or may buy stock, shares or bonds in any public or private company as they deem fit to invest all or any part of the trust fund in such manner as they may think fit even though of a wasting speculative or reversionary nature.

**CHAIRPERSON TO HAVE CASTING VOTE**

6. The Chairperson of the Trustees shall be the person named at Item 6 below, or such other person so selected by a simple majority of Trustees and shall have a casting vote in the event of a tie on any vote of the Trustees.

**TRUSTEES MAY INVEST DIVIDEND INTEREST OR CAPITAL**

7. The Trustees may invest any dividend, interest or capital which they may determine not to distribute immediately, in any investments authorised by law for the investment of Trust funds and may divide the income after expenses as they see fit and may from time to time vary such investments for others of a like nature.

**TRUSTEES TO APPOINT NEW TRUSTEES**

8. The power of appointing new trustees is vested in the said Trustees.

**TRUSTEES MAY CAUSE ACCOUNTS OF TRUST FUNDS**

9. The Trustees may cause an account or audit to be taken of the funds in trust hereof and may pay for any professional services rendered to or for the benefit of the Trust, out of the said Trust funds.

**TRUSTEES MAY APPLY CAPITAL FOR BENEFIT OF BENEFICIARY**

10. Without prejudice to the generality of the foregoing the Trustees may apply capital for the benefit of any one or more of the beneficiary or beneficiaries for the time being existing by allocating or appropriating to such beneficiary such sum or sums out of or investments forming part of the capital of the trust fund as the Trustees shall think fit either absolutely or contingently upon the critical need specified by the beneficiary or beneficiaries and approved by the Trustees or on the happening of a specified event before the termination of the trust period so that the provisions of the Trustee Act as hereinafter varied and the other powers of the Trustees contained in this deed shall apply to any monies or investments so allocated or appropriated.

**TRUSTEES SHALL HOLD TRUST FUNDS AT THE TERMINATION OF THE TRUST**

11. At the termination of the trust period the Trustees shall hold the trust fund and the future income thereof or such part thereof as shall not have been paid transferred to applied under any trust or power herein contained upon trust for such of the beneficiary or beneficiaries as are then existing in such shares as the Trustees shall on or before the vesting day determine and in default of such determination in equal shares.

**TRUSTEES' POWERS TO APPLY INCOME**

12. The Trustees shall have the power at any time or times to apply any income of the trust fund in or towards the payment or discharge of any duties taxes costs or other outgoings which but for the provisions of this clause would be payable out of or charged upon the capital of the trust fund or any part thereof.

**TRUSTEES' POWER TO VEST TRUST FUND IN A BANK**

13. The Trustees shall have the power to vest the trust fund or any part or parts thereof at any time in any bank or bank nominee or trust corporation in any part of the world as nominee or nominees for the Trustees.

**TRUSTEES MAY ACT AS OFFICER OF COMPANY TRUST FUNDS INVESTED IN**

14. Any Trustee hereof may act as an officer or employee of any company in which the trust fund or any part thereof may be invested or as an officer or employee of any subsidiary of any such company and may retain for himself any remuneration or other benefits which he may receive by virtue of his position as such officer or employee notwithstanding that any votes or other rights attached to any such investment may have been instrumental either by themselves or in combination with other votes or rights whether or not of a similar nature or by reason of the non-exercise of any such votes or

rights in procuring or maintaining for himself his position as such officer or employee.

### **TRUSTEES MAY CONFER CERTAIN POWERS ON THEMSELVES**

15. If in the course of the management or administration of the assets for the time being subject to the trusts hereof the Trustees shall consider that any transaction is expedient but the same cannot be effected by reason of the absence of any power for that purpose vested in the Trustees by this settlement or by law the Trustees may by any deed confer upon themselves or on their nominees either generally or in any particular instance the necessary power for that purpose without the necessity of obtaining an order of the court.

PROVIDED ALWAYS THAT –

### **TRUSTEES NOT BOUND BY TRUSTEE ACT IN CERTAIN SITUATIONS**

- (1) In exercising their powers of investment and of transposing investments hereunder the Trustees shall not be bound by the restrictions imposed by the Trustee Act but shall be entitled to act as if they were absolutely and beneficially entitled to the assets concerned.

### **TRUSTEES TO CONCURR ACT OF MAJORITY**

- (2) In all matters any act done or discretion exercised by a majority of the Trustees for the time being shall be deemed to have been as validly done or exercised as if all the Trustees have concurred in the same.

### **TRUSTEES TO HAVE ABSOLUTE AND UNCONTROLLED DISCRETIONS**

- (3) The discretions and powers conferred on the Trustees by this deed shall be absolute and uncontrolled discretions and powers and any such powers or discretions appertaining to the management or administration of any

property for the time being forming part of the trust fund shall be exercisable by the Trustees as if they were beneficially entitled thereto and no trustee shall be held liable for any loss or damage to the trust fund or any part of it arising as a result of his exercise or failure to exercise or of his concurring or failing to concur in any such power or directions.

**CONSTRUCTION OF THIS DEED**

- (4) In the event of there being any dispute or question as to the true construction of the provisions hereof or to the amount extent or duration of any interest hereunder to settle such dispute and decide such question either acting on their own judgment or upon the advice of Counsel such decisions shall be final and binding on all parties and this Deed shall thereupon be read and construed as if the decisions of the Trustees had been incorporated herein and formed part of the provisions hereof and in the event of any one or more of such beneficiary or beneficiaries or persons claiming through or under them disputing such decisions and instituting legal proceedings in respect thereof then his or her or their interest under this Deed shall immediately and entirely thenceforth cease and determine and shall thenceforth devolve as if the party instituting such proceedings but had ceased to exist at the date of instituting such proceedings but without prejudice to any acts done or payments made prior to the institution of such legal proceedings.

IT IS HEREBY AGREED AND DECLARED:

**TRUSTEE TO BE ACCOUNTABLE FOR HIS OWN ACTS**

1. That the Trustees shall be entitled to the benefit of all provisions in any statute or law providing for their indemnification and also no Trustee shall be chargeable except for money security and effects actually received by him notwithstanding that he may have signed a receipt for the sake of conformity and shall be answerable and accountable only for his own acts receipts neglects or defaults and not for those of any other Trustee, Banker, Broker or other person and that any Trustee may re-imburse himself or pay or discharge out of the Trust Funds all expenses incurred in or about the execution of the trusts or powers hereof and no Trustee shall be liable to make good any amount paid out or allowed by him under a mistaken belief that the same was duly authorised by the provisions hereof.

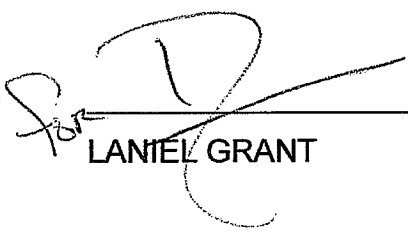
**PROVISIONS OF DEED TO BE SERVERABLE**

2. If any of the provisions or limitations hereof shall transgress any present or future rule provision of any Statute or Law this Deed shall not thereby be avoided but shall be read and construed as if the offending provision had been omitted therefrom.

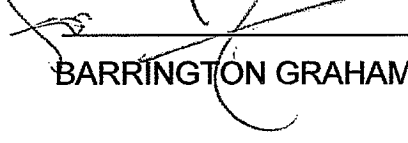
**SCHEDULE**

Item 1:	Date of this Deed	The 7 <sup>th</sup> day of November, 2007
Item 2:	The Donor	BARRINGTON JOHNSON and
Item 3:	The Trustees	BARRINGTON JOHNSON, SYBIL JONES, LANIEL GRANT, BARRINGTON GRAHAM, JASON O'NIEL KEMP, DAVID JAMIESON, ERROL BARNABY, WINSOME P. HESLOP ELAINE SALMON BROUERS, VINCENT RHODEN, LORENZO GORDON




SIGNED by LANIEL GRANT, a )  
Trustee herein in the presence of ) for  LANIEL GRANT

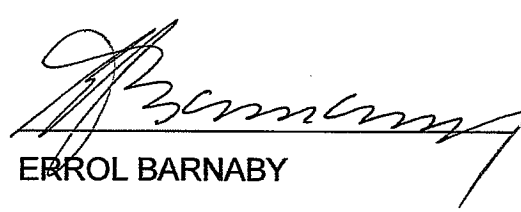
Commencement A.C.

SIGNED by BARRINGTON )  
GRAHAM a Trustee herein in the )  
presence of ) for  BARRINGTON GRAHAM

Commencement A.C.

SIGNED by JASON O'NIEL )  
KEMP, a Trustee herein in the )  
presence of ) for  JASON O'NIEL KEMP

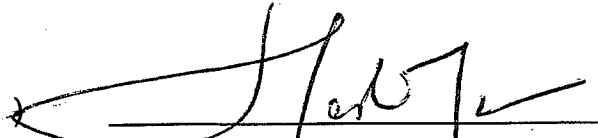
Commencement A.C.

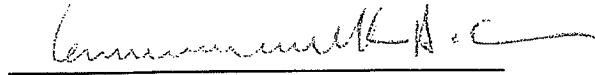
SIGNED by ERROL BARNABY, a )  
Trustee herein in the presence of )  ERROL BARNABY

Commencement A.C.

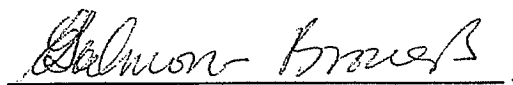
SIGNED by WINSOME P.

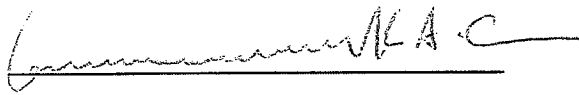
HESLOP, a Trustee herein in the presence of )

  
WINSOME P. HESLOP



SIGNED by ELAINE SALMON BROUERS, a Trustee herein in the presence of )

  
ELAINE SALMON BROUERS



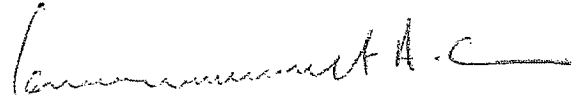
SIGNED by VINCENT RHODEN a Trustee herein in the presence of )

  
VINCENT RHODEN

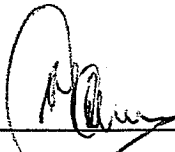


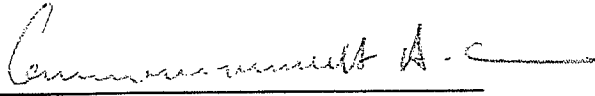
SIGNED by LORENZO GORDON a Trustee herein in the presence of )

  
LORENZO GORDON



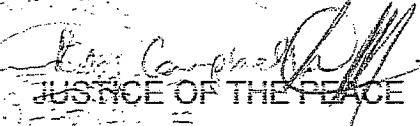
SIGNED by DAVID JEMIESON )  
a Trustee herein in the presence )  
of )

  
\_\_\_\_\_  
DAVID JAMIESON

  
\_\_\_\_\_

JAMAICA S.S.

BE IT REMEMBERED that on the *23* day of *November*  
Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the  
Peace in and for Jamaica personally came and appeared *LANCELOT G...*  
of *11 Cavalls Ave, Kingston*  
in the Parish of *St. Andrew* the subscribing witness to the due execution of  
the foregoing Deed by *Barrington Johnson* who being by me duly sworn made oath and said that  
he was present and saw Barrington Johnson named in the foregoing Deed duly sign and  
seal as and for the proper act and deed, deliver and acknowledge the said Deed for the  
purposes therein mentioned.

  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the *23* day of *November*  
Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the  
Peace in and for Jamaica personally came and appeared *LANCELOT G...*  
of *11 Cavalls Ave, Kingston*  
in the Parish of *St. Andrew* the subscribing witness to the due execution of

the foregoing Deed by Sybil Jones who being by me duly sworn made oath and said that he was present and saw Sybil Jones named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*[Signature]*  
JUSTICE OF THE PEACE

for the Parish of

BE IT REMEMBERED that on the 7 day of November

Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared LAURENT GARDNER of 11 Carrolls Drive, Kingston 10

in the Parish of St. Andrew the subscribing witness to the due execution of the foregoing Deed by BARRINGTON GRAHAM who being by me duly sworn made oath and said that he was present and saw Barrington Graham named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned

*[Signature]*  
JUSTICE OF THE PEACE

for the Parish of

BE IT REMEMBERED that on the 7 day of November

Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared LAURENT GARDNER of 11 Carrolls Drive, Kingston 10

in the Parish of St. Andrew the subscribing witness to the due execution of

the foregoing Deed by *Errol Barnaby* who being by me duly sworn made oath and said that he was present and saw Errol Barnaby named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*Ray Campbell*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the *7* day of *November* Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared *LANCELOT GOSWAM* of *11 CARVALHO DRIVE, KINGSTON 13* in the Parish of *ST. ANDREW* the subscribing witness to the due execution of the foregoing Deed by *WINSOME HESLOP* who being by me duly sworn made oath and said that he was present and saw Winsome P. Heslop named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*Ray Campbell*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the *7* day of *November* Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared *LANCELOT GOSWAM* of *11 CARVALHO DRIVE, KINGSTON 13* in the Parish of *ST. ANDREW* the subscribing witness to the due execution of

the foregoing Deed by <sup>Elaine Salmon Brouers</sup> who being by me duly sworn made oath and said that he was present and saw Elaine Salmon Brouers named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein-mentioned.

*[Signature]*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the 7 day of November  
Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared LANCELOT COURT  
of U Cavallo Drive, Kingston 10  
in the Parish of St. Andrew the subscribing witness to the due execution of the foregoing Deed by Vincent Rhoden who being by me duly sworn made oath and said that he was present and saw Vincent Rhoden named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*[Signature]*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the 7 day of November  
Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared LANCELOT COURT  
of ~~St. Andrew~~ U Cavallo Drive, Kingston 10  
in the Parish of St. Andrew the subscribing witness to the due execution of

the foregoing Deed by *Lorenzo Gordon* who being by me duly sworn made oath and said that he was present and saw Lorenzo Gordon named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*[Signature]*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the *7* day of *November*

Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared *Lancelot Cowan* of *U Carollho Drive, Kingston* in the Parish of *St. Andrew* the subscribing witness to the due execution of the foregoing Deed by *Laniel Grant* who being by me duly sworn made oath and said that he was present and saw Laniel Grant named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*[Signature]*  
JUSTICE OF THE PEACE  
for the Parish of

BE IT REMEMBERED that on the *7* day of *November*

Two Thousand Seven before me the undersigned one of Her Majesty's Justices of the Peace in and for Jamaica personally came and appeared *Lancelot Cowan* of *U Carollho Drive, Kingston* in the Parish of *St. Andrew* the subscribing witness to the due execution of

the foregoing Deed by *David Jemieson* who being by me duly sworn made oath and said that he was present and saw David Jemieson named in the foregoing Deed duly sign and seal as and for the proper act and deed, deliver and acknowledge the said Deed for the purposes therein mentioned.

*Ray Campbell*  
JUSTICE OF THE PEACE  
for the Parish of

\*\*\*\*\*  
DATED THE 9<sup>th</sup> DAY OF APRIL, 2008  
\*\*\*\*\*

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**TRUST DEED**

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**THE SAINT ANDREW TECHNICAL HIGH SCHOOL TRUST**

PREPARED BY:  
**LANCELOT COWAN & ASSOCIATES**  
ATTORNEYS-AT-LAW  
11 CARVALHO DRIVE  
KINGSTON 10