

D E E D O F T R U S T

DEED OF TRUST

for PARADISE ISLAND BEACH CLUB

BETWEEN

PARADISE ISLAND DEVELOPMENT LIMITED (as Founder Member)

AND

CANADIAN IMPERIAL BANK OF COMMERCE TRUST COMPANY
(BAHAMAS) LIMITED (as Trustee)

STAMP DUTY PAID
1.00
Dollars
9726
Cents
10.00
Date 2.8.84
FOR TREASURER

THE PARADISE ISLAND BEACH CLUB

THIS TRUST AGREEMENT (hereinafter referred to as "this Deed") is made the 26 day of June One thousand Nine hundred and Eighty-four BETWEEN PARADISE ISLAND DEVELOPMENT LIMITED established under the laws of the Commonwealth of The Bahamas as a limited liability Company and having its Registered Office at Suite 202, Bahamas International Trust Company Building, East Street, Nassau, Bahamas on behalf of Paradise Island Beach Club (hereinafter called "the Founder Member") of the one part AND CANADIAN IMPERIAL BANK OF COMMERCE TRUST COMPANY (BAHAMAS) LIMITED another Company incorporated under the laws of The Bahamas and having its Registered Office in the said City of Nassau (hereinafter called "the Trustee" which expression where the context so requires or admits shall include any co-trustee and successor Trustee hereunder) WHEREAS:

(1) The Founder Member has formed the said Club known as The Paradise Island Beach Club (hereinafter called "the Club") whose object is to secure for its members joint rights of user of units and the amenity grounds (hereinafter together called "units") and also exclusive rights of occupation of such units on the site at Paradise Island, Bahamas described in the Schedule hereto for specific periods in each year during the period mentioned in the Club's Constitution (a copy of which is annexed hereto) (hereinafter called "the Constitution");

(2) It is provided in the Constitution that the title to the freehold property to be used by the Club (hereinafter referred to as "the said freehold estate") shall be vested in a Trustee upon trust for the use and benefit of the members of the Club from time to time;

(3) The Founder Member has caused Paradise Island Beach Club Limited to convey to the Trustee the said freehold estate (which with all other property which may from time to time be conveyed or assigned to the Trustee upon the directions of the Committee of the Club to be held for the benefit of the Club upon

the trusts of this Deed shall be hereinafter called "the Property") and the Trustee has agreed to hold the Property upon the trusts and terms hereinafter mentioned;

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:

1. The Trustee hereby agrees to act as Trustee on behalf of the Club and the members thereof from time to time on the terms set out in this Deed. The title deeds of the Property will remain throughout the period of this Deed in the custody of the Trustee, except when the same shall be subject to a mortgage.

2. This Trust shall continue until the 31st day of December, A.D., 2028 or until Twenty (20) years after the death of the last survivor of the present living descendants of Her Majesty Queen Elizabeth II whichever shall first occur (hereinafter referred to as "the Termination Date").

3. The Trustee shall hold the Property as such Trustee upon trust for the members for the time being of the Club entitled thereto under the Constitution and shall deal with the same and every part thereof only in accordance with the written directions and requests of the Committee of the Club or (until such Committee shall be established) of the Founder Member of the Club pursuant to the Constitution and not otherwise PROVIDED ALWAYS that the Trustee shall not be bound to concur in or perform any act or acts which in the opinion of the Trustee shall be illegal or shall be inconsistent with the trusts hereby declared or shall constitute a breach of trust or shall involve the Trustee in any personal liability or in any action which may be improper or disreputable.

4. The Trustee shall act as a bare trustee and shall have no responsibility for the administration or management of the Property or the Club, shall not be liable for any damage losses or depreciation which may result in any way to the Property, or for the insurance or maintenance of the same, shall not be liable for any real property taxes or other duties charges or impositions levied upon the Property or payable by the owner or

occupier thereof, shall not be liable for any breach of any restrictive covenants or conditions affecting the Property or the user thereof, shall not be liable for any damages claimed or suffered by any person including (but without limitation) any member of the Club or any licensee or invitee upon the Property, and gives no guarantee or warranty in regard to the validity or otherwise of the title to the Property.

5. The Trustee shall not be required to take or defend any legal or other action whatever in relation to any matter whatsoever relating to the Property or the Club unless fully indemnified by the Club to the reasonable satisfaction of the Trustee for all costs damages and liabilities incurred or suffered or likely to be incurred or suffered by the Trustee and in particular (but without limiting the generality of the foregoing) shall not be required or obliged to take any such action against any member of the Club for any breach of the Constitution or the bye-laws or regulations thereunder or otherwise to see to the due administration thereof.

6. The Trustee shall be entitled at the expense of the Club to obtain legal advice from its attorneys for the time being and/or the Opinion of Counsel on any matter relating to the Property or in relation to the Trust hereby constituted or the exercise of the Trustee's powers or duties hereunder.

7. The Founder Member shall initially be entitled to occupy the Property pursuant to Article 7 of the Constitution and shall be entitled to grant rights of occupation of parts thereof in accordance with the Constitution.

8. The Founder Member hereby warrants to the Trustee that save as otherwise ordered by a Court of competent jurisdiction or as provided herein the Trustee shall not by entering into and acting in pursuance of the terms or conditions of this Deed owe any duty or obligation or incur any liability to any person or persons (whether corporate or individual) other than the members of the Club and that no such person or persons is entitled to require or oblige the Trustee to transfer or deal with any

property held by the Trustee in pursuance of this Deed except the right of the said Paradise Island Beach Club Limited to call upon the Trustee on or after the Termination Date to reconvey the said freehold estate to the said Paradise Island Beach Club Limited.

9. The Trustee shall not be responsible for any loss suffered by the Club or any member thereof arising out of or in respect of any act or omission on the part of the Trustee its officers employees or agents in respect of the Property unless the same shall have been caused by or have arisen from bad faith or negligence on the part of the Trustee or its said officers employees or agents.

10. The Club shall pay to the Trustee as remuneration for the performance of its duties hereunder such fees as may from time to time be separately agreed upon between the Committee and the Trustee and all out of pocket expenses incurred by the Trustee in the performance of its duties under this Agreement.

11. The Trustee shall have power to mortgage the Property or any part thereof for purposes of the Club or of any member of the Club including power to mortgage the said freehold estate to the Founder Member or any associate or shareholder of the Founder Member at interest and to direct payment of the proceeds of such mortgage to the Founder Member or any associate or shareholder of the Founder Member.

12. The Trustee shall be kept fully reimbursed funded and indemnified by the members for the time being of the Club against all risks losses claims demands and expenses arising made or incurred in connection with the Property or any of the matters provided in Clauses 4 or 5 hereof or in any other way in connection with the holding by the Trustee of the office of trustee hereunder. The Trustee shall have a lien over the Property for all such risks losses claims demands and expenses as aforesaid and shall be entitled to be reimbursed and indemnified as aforesaid out of the same but without prejudice to be so reimbursed and indemnified by the members for the time being of the Club as aforesaid all of whom shall be a primary source for the same. The Trustee may not make any such demand for payment

or indemnification directly to any member except the Founder Member but must make its demands only to the Committee of the Club. The Trustee shall have the right if at any time it considers it desirable so to do to require that the Club shall deposit with the Trustee such sum as the Trustee shall reasonably consider to be necessary in support of the indemnities contained in this Clause provided that in connection with the fees and expenses payable to the Trustee under the provisions of Clause 15 (C) (b) (i) and (ii) hereof but without prejudice to the generality thereof the Trustee shall not unreasonably require there to be deposited at any time any greater sum than shall be equal to three times the annual remuneration payable to the Trustee under Clause 10 hereof as at such time.

13. Without prejudice to the provisions of Clause 12 hereof the Trustee shall be entitled to be indemnified out of the Property for all sums expended by the Trustee in or about the administration of the trusts of this Deed and for all sums (including remuneration) payable to the Trustee hereunder and for such purposes shall have all the powers of an absolute owner to sell let or mortgage (including the granting of a second mortgage) or otherwise dispose of the Property or any part thereof.

14. The power to remove the Trustee and to appoint a new or additional Trustee hereof is vested in the Committee of the Club and shall be exercised by majority resolution of the Committee followed by the execution of a supplemental Deed of Removal or Appointment executed by all the Committee Members.

15. (A) The Trustee shall remain in office until the Committee of the Club gives not less than Three (3) months' notice in writing to the Trustee to remove the Trustee or the Trustee may resign upon giving to the Committee of the Club not less than Three (3) months' notice in writing of its intention to resign as Trustee. Any notice given under this Clause shall expire on the last day of any calendar month and such notices shall not be given in any event before the expiry of One (1) year from the date hereof.

(B) Upon termination of the trusteeship of any Trustee the Club shall pay to the Trustee all remuneration then owing to the Trustee together with any outstanding out of pocket expenses and any other moneys then due and payable to the Trustee pursuant to the terms hereof and all expenses incurred by the Trustee in assigning or conveying the title to the Property in manner hereinafter provided. A Trustee resigning or who has been removed shall at the expiration of the required period of notice assign or convey the Property at the expense of the Club to any succeeding Trustee or otherwise as the Committee of the Club in writing shall direct provided it shall have been paid all remuneration expenses and other moneys as aforesaid and shall not be required to so assign or convey as the case may be such Property without such indemnity as it shall reasonably require against any actions proceedings claims and demands actual or threatened which may be brought claimed or recovered in consequence of the performance of the trusts hereunder.

(C) Upon the Termination Date or in the event that there shall not be any continuing Trustee or successor Trustee and no such direction of the Committee is received by the Trustee by the date of determination of the said notice specified in Sub-clause (A) of this Clause then the Trustee shall be entitled thereafter:

(a) to reconvey the said freehold estate or as the case may be the equity of redemption therein to Paradise Island Beach Club Limited and to sell or otherwise dispose of the rest of the Property in such manner as it may choose and so that the Trustee shall not be liable to the Club or to the members thereof or to any other person or persons in respect of the consideration received for any such sale or disposition or for any loss or damage suffered in respect thereof; and

(b) to deduct from the consideration received:

(i) all payments due to the Trustee under this Deed;

- (ii) all expenses incurred in connection with any such sale or sales; and
- (iii) the Trustee's fees for acting on the determination of the Trust and the subsequent *distribution of the net proceeds* of sale, such fee to be in addition to any remuneration payable to the Trustee under Clause 10 hereof; and
- (c) after the deduction of all sums referred to in paragraph (b) hereof to distribute the net proceeds of sale or disposition to the holders at such time of Vacation Certificates under the Constitution of the Club proportionate to their holdings of such Vacation Certificates.

16. (1) On behalf of the Club the Founder Member undertakes from time to time during the continuance hereof:

- (a) To give to the Trustee the name and address of all officers of the Club.
- (b) To inform the Trustee of any change in the holders of any office with the full name and address of each new officer.
- (c) That within Seven (7) days of the relevant meeting there shall be delivered to the Trustee duly certified by the Chairman or Secretary of the Committee of the Club an excerpt from the Minutes of any meeting of the Committee or of the Members of the Club minuting the resignation of an officer or other member of the Committee or the election or appointment of a new officer or committee member and any change in the Constitution of the Club approved by the members thereof.
- (d) That there shall be delivered to the Trustee a copy of each Annual Audited Account of the Club and notice of any General Meeting of the Club.

(2) The Trustee shall have the right to attend all General Meetings of the Members of the Club but shall have no right to vote at any such Meeting.

17. Any notice which is required to be given in pursuance of any provision of this Deed shall be given or served by sending the same by prepaid first class post telegram cable or telex addressed to the Founder Member or to the Trustee as the case may be at their respective registered offices or to the Committee of the Club at

and any notice sent by post shall be deemed to have been given or served Seven (7) days after despatch and any notice sent by telegram cable or telex shall be deemed to have been given or served at the time of despatch.

18. Nothing herein contained shall constitute the Trustee a "developing owner" as defined in The Time-Sharing Act 1984.

19. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas.

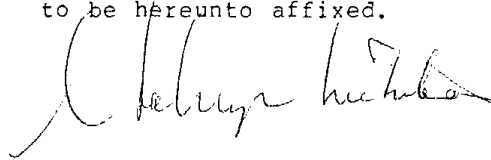
IN WITNESS WHEREOF these presents have been entered into the day and year first above written.

THE SCHEDULE

ALL that piece or parcel of land containing Two point Six Nine Five (2.695) acres (formerly two adjoining pieces or parcels of land comprising Two point Four Nine Nine (2.499) acres and Eight thousand Five hundred and Nine (8,509) square feet respectively) situate on Paradise Island off the Northern Coast of New Providence Island and being part of Allotment No. 7 of the said Paradise Island being bounded Northwardly by the Sea at the high water mark and running thereon Two hundred and Twenty-seven and Seventy-eight hundredths (227.78) feet more or less Eastwardly by land belonging to the said Paradise Island Limited and running thereon Five hundred and Thirty-three and Twenty-two hundredths (533.22) feet more or less Southwardly by a road reservation known as "Ocean Ridge Drive" and running thereon Two hundred and Twenty-seven and Eighty hundredths (227.80) feet and Westwardly by land known as "Mira Mar Villas" belonging to the said Paradise

Development Limited and running thereon Five hundred and Eight and Forty-eight hundredths (508.48) feet more or less which said piece or parcel of land has such position boundaries shape marks and dimensions as are shown on the diagram or plan attached to an Indenture of Conveyance made the 26th day of June, 1984 between Paradise Island Beach Club Limited of the one part and the Trustee of the other part and is thereon coloured Pink.

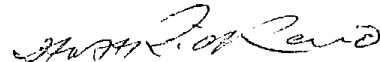
IN WITNESS WHEREOF Paradise Island Development Limited as the Founder Member has caused its Common Seal to be hereunto affixed.



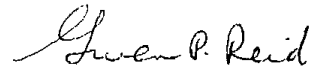
The Common Seal of Paradise Island Development Limited was affixed hereto by GODFREY LIGHTBOURN, PRESIDENT of the said Company and the said GODFREY LIGHTBOURN affixed his signature hereto in the presence of:


VICE-PRESIDENT

IN WITNESS WHEREOF the Trustee has caused its Common Seal to be hereunto affixed.



The Common Seal of Canadian Imperial Bank of Commerce }
(Bahamas) }
Limited was affixed hereto by HENSON DONALD HENRY RICKARD, DIRECTOR of the said Company and the said HENSON DONALD HENRY RICKARD affixed his signature hereto in the presence of:


SECRETARY