



SURNAME / BUSINESS NAME _____

MIDDLE NAME _____

FIRST NAME _____

ADDRESS _____

NATIONAL ID # _____ DATE OF BIRTH ____/____/____ dd/mm/yy

DRIVER'S PERMIT # _____ TELEPHONE # H _____ W _____

PASSPORT # _____ BIR # _____ MALE FEMALE

JOINT HOLDER(S)/MINOR(S)/BENEFICIARY(IES) - Please check [j] for JOINT HOLDER, [m] for MINOR or [b] for BENEFICIARY

SURNAME _____ MIDDLE NAME _____

FIRST NAME _____ DATE OF BIRTH ____/____/____ dd/mm/yy

BIR # _____ NATIONAL ID # _____ j m b

ADDRESS _____

SURNAME _____ MIDDLE NAME _____

FIRST NAME _____ DATE OF BIRTH ____/____/____ dd/mm/yy

BIR # _____ NATIONAL ID # _____ j m b

ADDRESS _____

SURNAME _____ MIDDLE NAME _____

FIRST NAME _____ DATE OF BIRTH ____/____/____ dd/mm/yy

BIR # _____ NATIONAL ID # _____ j m b

ADDRESS _____

I/we wish to invest US\$ _____

The initial investment and subsequent investments may only be made in the minimum amounts set forth in the Memorandum.

UTC ID # _____ UTC ID # _____

I/We have read the Prospectus for the UTC Energy Fund and I/we understand the Fund's investment objectives and the risks associated with a sector-specific investment.

Everything that I/we have stated in this application is correct to the best of my/our knowledge and I/we have read and agree to the features of the UTC Energy Fund.

Signature 1 _____ Signature 2 _____

Signature 3 _____ Signature 4 _____



Agents Stamp

OFFICE USE ONLY	AGENT'S USE
Agent Receipt No. _____	Unit Price _____
Certificate No. _____	Total Price _____
Account No. _____	Date of Purchase _____

For non-residents the following procedures apply:

- Notarised copy of two forms of ID must be given
- Notarised copy of application form must be given

All cheques must be payable to:
Trinidad and Tobago Unit Trust Corporation

ENTERED BY: _____ CHECKED BY: _____

BY EXECUTION AND DELIVERY OF THIS SUBSCRIPTION AGREEMENT, THE SUBSCRIBER, AND IN THE CASE OF JOINT HOLDERS, EACH OF THE SUBSCRIBERS, HEREBY REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

- (i) The Subscriber has received and has read the Memorandum and will hold any Participating Shares subject to the terms of the Memorandum, the Memorandum and Articles of Association of the Company and this Subscription Agreement.
- (ii) The Subscriber, if an entity, is duly organised, validly existing and in good standing under the laws of its jurisdiction of organisation, and the execution, delivery and performance by it of this Subscription Agreement are within its powers and have been duly authorised by all necessary action on its behalf.
- (iii) The Subscriber is an Eligible Investor, is not applying for the Participating Shares for or on behalf of any person other than an Eligible Investor (a "Restricted Person"), and has not received funds from any Restricted Person to purchase the Participating Shares.
- (iv) The Subscriber shall notify the Company immediately in the event that the Subscriber becomes aware that the Subscriber or any person for whom the Subscriber holds the Participating Shares has become a Restricted Person or if any of the representations contained herein is no longer accurate and complete in all respects.
- (v) The Participating Shares will be acquired for investment purposes, the Subscriber will not sell or transfer the Participating Shares or any interest therein to any Restricted Person, and the Subscriber will sell or transfer the Participating Shares only with the prior written consent of the Company.
- (vi) The Subscriber acknowledges that the Participating Shares are speculative investments that involve significant risks of loss, that the Subscriber is not dependent upon current cash return or other current return with respect to the Participating Shares, and that redemptions, which are likely to be the only means by which the Subscriber can withdraw profits or income from the Fund, may occur only as specified in the Memorandum.
- (vii) The Subscriber acknowledges that payments in respect of subscription and redemption will be made in United States dollars and that adverse fluctuations in exchange rates could reduce the return to it upon the redemption of Participating Shares.
- (viii) Except where this Subscription Agreement is being completed by the Subscriber as a designated beneficiary of a Shareholder as a result of the death of a Shareholder, the Subscriber acknowledges that the Company has the right to reject this application, in whole or in part, and need not give a reason for such rejection.
- (ix) The Subscriber acknowledges that it has such knowledge and experience in financial, investment and business matters as to be capable of evaluating the merits and risks associated with an investment in the Participating Shares, and is able to bear the economic risk of such investment.
- (x) The Subscriber acknowledges that the Company has made available to it all documents pertaining to the transactions described in the Memorandum and has given it an opportunity to verify and to clarify any information contained in the Memorandum and such documents.
- (xi) The Subscriber acknowledges and confirms that no representations, warranties or covenants have been made to it by the Company or any representative or agent of the Company other than those contained in the Memorandum.
- (xii) If this application is rejected by the Company, only the subscription payment will be refunded by the Company, no interest accruing thereon.
- (xiii) The Subscriber agrees to accept the number of Participating Shares that shall be allotted by the Company for the subscription amount which it has tendered, in accordance with the terms of the Memorandum and subject to the Memorandum and Articles of Association of the Company and to have such Participating Shares registered exactly as provided below.
- (xiv) The Company is hereby authorised and instructed to accept and execute any instructions in respect of the Participating Shares to which this application relates given by the Subscriber in written form or by facsimile. If instructions are given by facsimile the Subscriber undertakes to send the original letter of instructions to the Company and agree to keep it indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions. The Company may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- (xv) The Subscriber acknowledges that due to anti-money laundering requirements, the Company may require further identification of the Subscriber before the application can be processed and the Company shall be held harmless and indemnified against all loss arising as a result of a failure to process the application if such information as has been required by the parties referred to has not been provided by the Subscriber. The Subscriber undertakes to provide such due diligence material as are required in terms of the Schedule hereto.
- (xvi) The Subscriber acknowledges and understands that under the Proceeds of Criminal Conduct Law, (2005 Revision) of the Cayman Islands, as amended, a person who is a resident in the Cayman Islands must, if he suspects that a payment to the Company (by way of subscription or otherwise) represents proceeds on criminal conduct, report his suspicion to the reporting authority.
- (xvii) The Subscriber, if acting as trustee, agent, representative or nominee for a Subscriber (a "Beneficial Owner"), understands and acknowledges that the representations, warranties and agreements made herein are made by the Subscriber (A) with respect to the Subscriber and (B) with respect to the Beneficial Owner. The Subscriber further represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Form. The Subscriber also agrees to indemnify the Company and its directors, officers and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber's misrepresentation or misstatement contained herein, or the assertion of the Subscriber's lack of proper authorisation from the Beneficial Owner to enter into this Subscription Form or perform the obligations hereof.
- (xviii) The Subscriber, if an entity, acknowledges that (i) it has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) it holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete redemption from the Company, and (iii) it will make available such information and any additional information that the Company may require upon request that is required under applicable regulations.
- (xix) The Subscriber understands and agrees that any redemption proceeds paid to it will be paid to the same account from which the Subscriber's investment in the Company was originally remitted, unless the Company, in its sole discretion, agrees otherwise.