

In any event of termination by the Trustee, the Managers will receive one year's notice. In the event of termination by the Managers, the Trustee will receive one year's notice.

Under any circumstances of termination, the Unit Holders will receive six (6) months' notice except that termination because of prohibition by law may be effected at shorter notice.

On termination of the Trust, the Trustee is required to:

- (a) Sell all investments held by it as part of the Deposited Property, such sale being carried out and completed in such manner and period after termination of the Trust as the Trustee considers advisable.
- (b) Distribute from time to time to Unit Holders in proportion to their respective interests in the Deposited Property all net cash proceeds derived from the realization of the Deposited Property. The Trustee shall not be bound (except in the case of final distribution) to distribute any of the monies for the time being in its hands the amount of which is insufficient to pay twenty-five cents (\$0.25) in respect of each unit. The Trustee is entitled to retain all monies sufficient to meet all costs, charges, expenses, claims and demands arising out of the Trust's liquidation. Distribution to Unit Holders must be made against Contract Notes and on interim distributions the Contract Notes must be endorsed with such payments. Contract Notes must be surrendered on final payments being made. Unclaimed proceeds may, after twelve months' expiration after being payable be paid by the Trustee into court, subject to deduction of expenses arising therefrom.

#### 11. ACCUMULATION OF INCOME (DISTRIBUTION)

There will be no distribution of income to Unit Holders. Any income received from interest or dividends on securities will be accumulated and transferred, net of any expenses involved, to the Deposited Property on the accumulation dates June 30th and December 31st annually. Audited statements will be prepared by the Auditors on behalf of the Managers and filed with the Trustee. Copies will be available for inspection by Unit Holders during business hours at the offices of the Managers

#### 12. REMUNERATION TO MANAGERS AND TRUSTEE

The Managers will receive income based on the preliminary charge not exceeding eight percent (8%) of the bid price of units, and a management fee not exceeding one and one-half percent (1 ½ %) per annum of the value of investments in the Fund calculated and paid monthly and also the rounding up factor not to exceed one cent on the offer price.

The remuneration of the Trustee, in its capacity as Trustee, shall be as agreed from time to time by the Managers and the Trustee and shall be payable by the Managers. The remuneration could be fixed or based on some percentage of the Deposited Property. The Trustee is also entitled to be repaid by the Managers the amount of all its disbursements wholly and exclusively incurred in performance of its duties, other than disbursements expressly required or authorized by the Trust Deed to be paid out of the Deposited Property.

#### 13. ISSUE AND TRANSFER OF UNITS

**Before purchasing units, it is important to read this Offering Circular in its entirety. For those aspects of this Circular that need further explanation please contact the offices of the Managers.** When you feel you have understood all the features of this investment, please complete the Application Form attached to the Offering Circular and forward to Scotia DBG Fund Managers Limited or their Agents together with payment in full. Upon receipt of a completed application form and monies representing the value of the number of units applied for, the Managers will issue a Contract Note and a receipt, confirming the transaction.

In the event that the purchase was made with a cheque, the Managers require a minimum waiting period, comparable with that set by the Commercial Banks in Jamaica, before an encashment is processed. If a cheque is dishonored by the bank, the Managers reserve the right to cancel the unit holdings of the applicant after reasonable efforts have been made to secure the replacement of these funds.

To transfer units, send the Contract Note (by mail or by hand) with an authorizing letter and a completed Transfer Form to the Managers who will have a new Contract Note issued and returned. Instruments of Transfer must be signed by the Transferor. Each instrument of Transfer must be left with the Trustee for registration along with the Contract Note(s) relating to the units being transferred. There is no fee chargeable for the issue of a new Contract Note in the name of the transferee or a balance Contract Note, if necessary, in the name of the Transferor.

Contract Notes are in the form set out in the First Schedule to the Trust Deed or as agreed between the Managers and Trustee. They are issued in serial numbers and specify the number of Units and the names of Unit Holder(s). Contract Notes may be issued in any denomination of two hundred (200) or more units.

Where a Contract Note becomes mutilated or lost, the Trustee in its discretion may issue a new Contract Note. Appropriate evidence of mutilation, loss, theft, destruction, etc. has to be supplied before the issue of a new Contract Note can be effected.

A register of Unit Holders will be kept by or on behalf of the Trustees. The register will list the names and addresses of Unit Holders, the number of Units and the serial number of the Contract Notes held by each Unit Holder. Where a Unit Holder becomes the owner of Units by virtue of an instrument of transfer, the register will list the name and address of the transferor, the date of registration of the transfer, and the name and address of the transferee. The register will open on each business day to inspection of any Unit Holder or any person authorized in writing by such Unit Holder, without charge.

A body corporate may be registered as a Unit Holder or as one of joint Unit Holders. When encashing Units, the seal and authorizing signatures of the body corporate will be required on all documents.

Any person becoming entitled to units in consequence of the death or bankruptcy of any sole Unit Holder or of the survivor of joint Unit Holders may subject as hereinafter provided upon producing such evidence as to his title, as the Trustee shall think sufficient, either by registering himself as the Unit Holder of such Units upon giving to the Trustee notice in writing of such desire; or transfer such Units to some other person, and all the limitations, restrictions and provisions of the Trust Deed relating to transfers shall be applicable to any such notice or transfer as if the death or bankruptcy had not occurred and such notice or transfer were a transfer executed by the Unit Holder.

On the death of a sole Unit Holder, the executors of the deceased's estate will be the only persons recognized as having title to the Units. On the death of any one of the joint holders of Units, the survivor(s) will be the only person(s) recognized as having title to the Units.

#### 14. PRICE MOVEMENTS ON UNITS

The purchase of units in a well managed Unit Trust is a method of investing on a regular basis with the advantage of continuous professional investment expertise. Because there will always be fluctuations in the price of securities or other investments **however, there can be no guarantee that the Unit Trust price movements will only be upward.** However, experience has shown that the long-term trend in the value of stocks, securities, commercial real estate and money market instruments are likely to be upward.

#### 15. APPLICATION FORM

See attached.

#### 16. DATE OFFERING CIRCULAR SUBMITTED FOR REGISTRATION

Offering Circular submitted for registration on March 26, 2010

Offering Circular registered on April 27, 2010

#### 17. SPECIAL TAX CONCESSIONS

The income received by the Trustee of the DB&G Premium Growth Fund is exempt from tax, and if tax is deducted at source from such income the DB&G Premium Growth Fund is entitled to be refunded the amount so deducted.

While distribution of income by the Trustee to the Unit Holders would be subject to Jamaican tax (at the rate of 25% for individuals or 33 1/3% for companies) under section 39(1) of the Income Tax Act of Jamaica ("ITA"), in practice the DB&G Premium Growth Fund does not distribute its income but rather reinvests it, and the Unit Holders enjoy the benefit of this reinvestment through accretions in the price of their units.

There is no income tax charged in Jamaica on the accretion realized by a Unit Holder when units are encashed, disposed of or redeemed, provided that less than 51% of the value of the financial assets of the Fund is comprised of interest-bearing instruments.

There is no stamp duty, transfer tax or capital gains tax charged in Jamaica on the encashment, disposal or redemption of units.

Unit Holders resident for tax purpose outside Jamaica should seek advice in the jurisdiction where they are resident, as to tax treatment in that jurisdiction of an investment in the DB&G Premium Growth Fund.

#### FOR FURTHER INFORMATION CONTACT:

##### *Our Offices*

**Scotia DBG Fund Managers Limited**  
7 Holborn Road, Kingston 10, Jamaica, W.I.  
Tel: (876) 960-6700/960-6699

##### *Rep Offices*

**Scotia DBG Investments Limited**  
132-132A Constant Spring Road, Kingston 8, Jamaica, W.I.  
Tel: (876) 969-6215

**Scotia DBG Investments Limited**  
8 Market Street, Montego Bay, Jamaica, W.I.  
Tel: (876) 940-0691-3

**Scotia DBG Investments Limited**  
72 Great George Street, Savanna-La-Mar, Jamaica, W.I.  
Tel: (876) 955-4932, (876) 918-1717

**Scotia DBG Investments Limited**  
6 Park Crescent, Mandeville, Jamaica, W.I.  
Tel: (876) 962-6000-1

**Email:** info@scotiadbg.com  
**Website:** www.scotiadbg.com

# THE DB&G PREMIUM GROWTH FUND

## Offering Circular Conditions & Regulations

Effective April 28, 2010  
to November 27, 2010

#### Scotia DBG Fund Managers Limited

7 Holborn Road, Kingston 10, Jamaica, W.I.  
Tel: (876) 960-6700

**DB&G PREMIUM GROWTH FUND PORTFOLIO  
OF INVESTMENTS AS AT FEBRUARY 28, 2010**

Equities	No. of Shares	Valuation at Bid price JA (\$)	% of Fund
Ansa McAl Ltd.	129,665	81,931,077	8.89%
Carreras Ltd	1,035,700	43,043,692	4.67%
First Jamaica Investments Ltd	1,315,335	32,883,375	3.57%
Grace Kennedy	1,367,606	62,308,129	6.76%
Jamaica Broilers Group	16,217,788	90,008,723	9.76%
N.C.B.	5,785,945	86,789,175	9.41%
Neal & Massey Ltd	50,000	31,593,367	3.43%
PanCaribbean Financial Services	3,776,891	56,653,365	6.15%
Pan-Jamaican Investment Trust	850,000	32,308,500	3.50%
Scotia DBG Investments Ltd	1,439,006	28,780,120	3.12%
Scotia Group Jamaica Ltd	4,250,350	85,049,504	9.23%
Sagicor Life Jamaica Ltd	4,446,969	25,570,072	2.77%
<b>Sub - Total Equities</b>	<b>40,665,255</b>	<b>656,919,099</b>	<b>71.26%</b>
<b>Fixed Income Securities</b>			
GOJ FR Benchmark Investment Notes		22,780,000	
Repo		126,755,760	
GOJ Treasury Bond		67,628,000	
GOJ VR Benchmark Investment Notes		26,600,000	
<b>Sub - Total Fixed Inc Securities</b>		<b>243,763,760</b>	<b>26.44%</b>
<b>Cash &amp; Other Assets Less Liabilities</b>			
Cash		0	0.00%
Other Assets Less Liabilities		21,142,477	2.29%
<b>Sub - Total Cash &amp; Other Assets Less Liabilities</b>		<b>21,142,477</b>	<b>2.29%</b>
<b>TOTAL VALUE OF DEPOSITED PROPERTY</b>		<b>921,825,336</b>	<b>100.00%</b>

**The DB&G Premium Growth Fund  
Offering Circular Conditions and  
Regulations**

**1. NAME AND IDENTIFICATION OF SCHEME**

The DB&G Premium Growth Fund is a diversified Unit Trust Scheme constituted by a Trust Deed dated 23rd June, 1987, and registered on 29th June, 1987. The Trust Deed may be inspected at the offices of the Managers or the Trustee between the hours of 10:00 a.m. and 3:00 p.m., Mondays to Fridays.

**2. TRUSTEE**

The Trustee is JCSD Trustee Services Limited, 40 Harbour Street, Kingston. The Directors of the Trustee are:

Mr. Curtis Martin	—	Chairman
Mr. Alvaro Casserly	—	Director
Mr. Christopher Berry	—	Director
Miss Janet Wallace	—	Director
Mr. Leo Williams	—	Director
Mr. Livingstone Morrison	—	Director
Mrs. Marlene Street Forrest	—	Director
Mr. Robin Levy	—	Secretary/General Manager

**3. MANAGER**

The Managers are Scotia DBG Fund Managers Limited (formerly DB&G Unit Trusts Managers Limited), 7 Holborn Road, Kingston 10, a wholly owned subsidiary of Scotia DBG Investments Limited (formerly Dehring Bunting & Golding Limited). The Directors of Scotia DBG Fund Managers Limited are:

Ms. Barbara Alexander	—	Chairperson
Ms. Muna Issa	—	Director
Ms. Anya Schnoor	—	Director
Mrs. Jacqueline Sharp	—	Director
Mr. Lissant Mitchell	—	Director
Miss. Audrey Richards	—	Director

**4. AUTHORISED AND PAID-UP CAPITAL OF THE MANAGERS**

The authorised share capital of Scotia DBG Fund Managers Limited is \$20,010,500 which is comprised of 20,010,500 ordinary shares of \$1.00 each. The issued and fully paid-up share capital is \$20,010,500.

**5. AUDITORS, ATTORNEYS-AT-LAW,  
REAL ESTATE APPRAISERS, STOCK  
BROKERS AND COMMERCIAL BANKS**

- |                            |  |
|----------------------------|--|
| (a) AUDITORS               | KPMG Peat Marwick Chartered Accountants<br>6 Duke Street<br>Kingston             |
| (b) ATTORNEYS-AT-LAW       | Hart Muirhead Fatta<br>2 St. Lucia Avenue<br>Kingston 5                          |
| (c) REAL ESTATE APPRAISERS | Allison Pitter & Company<br>Chartered Surveyors<br>1 Tremaine Road<br>Kingston 6 |
| (d) STOCKBROKERS           | Scotia DBG Investments Limited.<br>7 Holborn Road,<br>Kingston 10                |
| (e) COMMERCIAL BANKS       | The Bank of Nova Scotia Ja. Ltd.<br>86 Slipe Road,<br>Kingston 5                 |

**6. BUYING AND SELLING UNITS AND PRICE  
QUOTATIONS AND CHARGES**

**(a) Buying and Selling units**

Units can be bought and sold on any normal business day at the prevailing "offer" and "bid" prices respectively. These prices are based on the current selling and buying prices of the investments in the Fund. Purchases are made using the "ask", "offer" or "issue" price and cannot initially be made for less than 200 units except with the approval of the Managers and the Trustee. When a purchase is made, confirmation in the form of a contract note and receipt is given to the client. When an encashment (sale) is made by a Unit Holder the "Bid" or "Purchase" price is used. The Unit Holder will be required to complete a transfer form signed by one or more of the joint holders and returned along with his/her Contract Note to the offices of the Managers. It should be noted that no encashment can be done which would give rise to holdings of less than 200 units except with the approval of the Managers and Trustee. After the offices of the Managers have received all documents, a cheque will subsequently be prepared. Any amount payable to a Unit Holder in respect of any realization of units shall not be payable until the expiration of ten (10) clear business days except with the approval of the Managers. In the case of investments quoted on the Jamaica stock exchange this period will include the customary period for the realization of investment and any moratorium which may be at any time be applied to payments in respect of stock exchange transactions.

**b) Prices Quotations and Charges**

The Fund's portfolio of investments is valued daily at the prices prevailing at the close of trading the day before. The bid and ask prices are subsequently published in the press. The offer, (ask or issue) price of units is determined by dividing the value of the Fund's portfolio by the number of units in issue. To this resultant value per unit is added:

- Such sum as the Managers may consider, represents an appropriate provision for fiscal and purchase charges (stamp duty and brokerage commissions together with any General Consumption Tax payable or any other taxes or levies which may be imposed by the Government of Jamaica).
- A preliminary charge not exceeding eight percent (8%).
- A rounding-up factor not exceeding one cent.

Where the underlying investments are represented by securities quoted on the Jamaica Stock Exchange, these are valued for the purpose of arriving at the offer price at what appears to be midway between bid prices and offer prices on the Principal Stock Exchange (The Jamaica Stock Exchange). However, where the Managers consider the prices ruling on a Stock Exchange other than the Principal Stock Exchange to provide a fairer criterion of value for any security, they may adopt such prices.

The bid price (price at which a Unit Holder will sell his units back to the Managers) of units is determined by dividing the value of the Fund's portfolio by the number of units in issue. From this resultant, value per unit is deducted:

- An appropriate provision for fiscal and sale charges (stamp duty and brokerage commissions).
- A rounding down factor not to exceed one cent.

Where the underlying investments are represented by securities which are quoted on the Jamaica Stock Exchange, these are valued for the purpose of arriving at the bid price, at what appears to the Managers to be the highest market dealing bid price on the Jamaica Stock Exchange.

**7. PRICE OF UNITS**

Price of units is inclusive of a preliminary charge of 8%. The managers may in their discretion (but shall not be obliged to) waive/reduce this preliminary charge (whether in particular cases or for particular periods of time, or otherwise) if they deem it appropriate to do so.

**8. BORROWING**

The Managers, with the concurrence of the Trustee, are allowed to temporarily borrow money, in an amount up to 5% of the value of Deposited Property, if such borrowing is deemed to be advantageous by them. The period of such borrowing shall not exceed three (3) months and must meet the prior approval of the Financial Services Commission. For the purpose of securing such borrowing and interest thereon, the Trustee shall be at liberty to mortgage, charge or pledge in such manner as it shall think fit, all or any of the Investments comprised in the Deposited Property.

The Trustee and the Managers shall be entitled to be indemnified out of and have recourse to the Deposited Property in respect of any liability, costs, claims, or demands which they or either of them may suffer arising directly or indirectly from the operation of any borrowing arrangements.

At the date of this circular, there are no borrowings.

**9. INVESTMENT POLICY**

The investment policy of the Fund is one of diversification. The Fund will invest in stocks and shares of a variety of enterprises, real estate and money market instruments to allow a balanced portfolio of investments expected to provide investors with a steady rate of return with minimum risk. The Trust Deed provides that the Managers may not:

- Invest more than 10% of the value of the Fund in any one company or body (other than securities issued by or guaranteed by the Government of Jamaica or its agencies or instrumentalities);
- Invest in more than 10% of the total nominal amount in any one class of securities in any company or body;
- Invest more than 10% of the value of the Fund in unquoted securities;
- Invest more than 20% of the value of the Fund in real estate;
- Invest more than 15% of the value of the Fund in a country or countries other than Jamaica.

PROVIDED THAT these limitations shall not apply to any investments authorized by the Trustee or approved by the Financial Services Commission;

AND FURTHER PROVIDED that not less than twenty percent (20%) of the value of Units in the Fund held by Unit Holders, other than the Manager's, its parent company and its subsidiary and associated companies, shall consist of cash and money market instruments having a dollar-weighted average maturity of ninety (90) days or less.

**10. TERMINATION OF TRUST**

The Trust can be terminated in the following circumstances:

- Either the Trustee or the Managers may in their absolute discretion terminate the Trust by not less than one year's notice in writing to the other given so as to expire on June 30, 1997 or any fifteenth year thereafter.
- The Trust may be terminated by the Trustee in writing as follows:-
  - If the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee).
  - If in their opinion the Managers are incapable of performing their duties or have failed to perform their duties satisfactorily or have acted in such a manner as to bring the Trust into disrepute or harmful to the interest of Unit Holders. Where the Managers are dissatisfied with such opinion the matter shall be referred to the President for the time being of the Institute of Chartered Accountants in Jamaica or some person appointed by him for determination and his determination shall bind the Trustee and the Managers.
  - If it becomes prohibited by law, including cancellation of registration of the Unit Trust Scheme and the Trustee has been so notified or where in the opinion of the Trustee it is impracticable or inadvisable to continue the Trust;
  - If the Trustee notifies the Managers of the Trustee's desire to retire and no new Trustee has been appointed within six (6) months of the receipt of such notice by the Managers.
- The Trust may be terminated by the Managers in their absolute discretion by notice in writing as follows:-
  - If on the 30th of June, 1998 or any date thereafter the aggregate value of the Deposited Property is less than \$1 Million, or;
  - if any law shall be passed which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Trust.
- Any time after June 30, 2002 by Extraordinary Resolution of a meeting of the Unit Holders duly convened and held and such termination shall take effect from the date on which the said Resolution is passed or such later date (if any) as the said resolution may provide.