



GOVERNMENT OF BELIZE
Ministry of Finance
Belmopan, Belize

Press Release

For Immediate Release

Revised Exit Amendments to Proposed Fourth Supplemental Indenture

Belmopan, October 4, 2021: In its press release, dated September 24, 2021 (the “**Press Release**”), Belize revised the Exit Amendments (as defined in the offer to purchase and consent solicitation statement, dated September 13, 2021 (the “**Statement**”)) to the Trust Indenture, dated as of March 20, 2013, between Belize and The Bank of New York Mellon, as trustee (as modified on March 21, 2017, August 18, 2020 and June 16, 2021, the “**Indenture**”).¹ Such revisions provide how the Bonds that are not validly tendered prior to the Expiration Time are to be redeemed and cancelled, after which the Bonds will become non-transferrable from and after the Redemption Date. The full Press Release is available [here](#).

The proposed definition of each of “Custodian” and “Custody Agreement” to be added to Section 1.1 to the Indenture, as set forth in the Statement, is to be read as being deleted in its entirety and replaced with the following text:

“Custodian” means the Bank of New York Mellon, or any successor thereof, appointed pursuant to the Custody Agreement.

“Custody Agreement” means the Custody Agreement, to be dated on or around the date on which the Fourth Supplemental Indenture between Belize and the Trustee is executed, by and between Belize and the Bank of New York Mellon (or any successor thereof).

The proposed amendment of Section 2.10 to the Indenture, as set forth in the Statement, is to be read as being deleted in its entirety and replaced with the following text:

SECTION 2.10. Cancellation. All Debt Securities surrendered for payment, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. Belize may at any time deliver to the Trustee for cancellation any Debt Securities previously authenticated and delivered hereunder which Belize may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Debt Securities previously authenticated hereunder which Belize has not issued and sold, and all Debt Securities so delivered shall be promptly cancelled by the Trustee. No Debt Securities shall be authenticated in lieu of or in exchange for any Debt Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Debt Securities held by the Trustee shall be disposed of in accordance with the Trustee’s customary procedures and certification of such disposal delivered to Belize unless

¹ Capitalized terms used and not defined herein shall have the respective meanings set forth in the Statement or in the Indenture, as applicable.

Belize directs that cancelled Debt Securities be returned to it. Debt Securities called for redemption shall be deemed cancelled as provided in Section 8.5(a).

The proposed amendment of Sections 8.5(a), (b) and (c) to the Indenture, as set forth in the Statement, is to be read as being deleted in its entirety and replaced with the following text:

SECTION 8.5. Satisfaction and Discharge of Indenture upon a Redemption.

(a) Notwithstanding anything to the contrary in this Article Eight, if, at any time following a redemption of any Debt Security by Belize (including one pursuant to Paragraph 27 of the Terms of the Debt Securities), Belize shall have irrevocably deposited or caused to be deposited with the Custodian the aggregate Redemption Price, then (i) such Debt Securities shall not be transferrable and shall be deemed to have been surrendered for redemption and prompt cancellation as of the Redemption Date for all purposes under this Indenture (including Section 2.10) and (ii) each of the Trustee and Belize shall have satisfied all its obligations, and shall have no liability, under this Indenture and the Debt Securities, and this Indenture shall cease to be of further effect with respect to the Debt Securities of that Series (except as to (x) the rights, obligations and immunities of the Trustee hereunder and (y) the rights of Belize to instruct distribution in accordance with Sections 8.5(b) and 8.5(c)). For the avoidance of doubt, upon the deposit of the aggregate Redemption Price with the Custodian, the Holders shall not have any rights under the Indenture or the Debt Securities; provided that the foregoing shall not limit the right of such Holders as beneficiaries of the funds deposited in the Custody Account to claim distributions of the property so deposited with the Custodian payable to them in accordance with the terms and conditions set forth in Section 8.5(b)). .

(b) Notwithstanding anything to the contrary in this Indenture and the Terms and Conditions of the Debt Securities, and subject to Section 8.5(c), the Custodian shall hold all monies deposited by Belize pursuant to Section 8.5(a) in trust and shall apply such monies to the payment, as instructed by Belize, to DTC participants for the account of owners of beneficial interests in the Debt Securities upon receipt by or on behalf of Belize of a Redemption Certification Form duly executed by such DTC participant on behalf of such owners and receipt by the Custodian of any additional information or documentation it reasonably requires. The distributions made by the Custodian or any payment agent appointed by Belize in respect of the Debt Securities so delivered will constitute repayment in full for cancellation of such Debt Securities and fully discharge and satisfy any obligations of the Custodian in respect of the rights of Holders or beneficial owners as beneficiaries hereof with respect to the property so deposited with the Custodian and payable to all or any of them pursuant to this Section 8.5.

(c) Any monies deposited with or paid to the Custodian pursuant to Section 8.5(a) and not applied for payment to DTC participants on behalf of the beneficial owners of the Debt Securities pursuant to Section 8.5(b) within two years after the date upon which such monies shall have been deposited with the Custodian shall be paid first to the Custodian for amounts due to it under the Custody Agreement, and second repaid to or for the account of Belize or its assignee, the receipt of such repayment to be confirmed promptly in writing by or on behalf of Belize. To the extent permitted by law, any claims for any payment which a Holder or beneficial owner of the Debt Securities may have been entitled to collect, and all liability of the Custodian with respect to such monies shall thereupon cease. For the avoidance of doubt, Belize shall not have an obligation to hold or return, unclaimed monies in trust for the relevant Holder of the Debt Security, as the claims against Belize for payment of such amounts shall have been prescribed pursuant to Paragraph 15 of the Terms of the Debt Securities.

The proposed amendment of Section 13.1 to the Indenture, as set forth in the Statement, is to be read as being deleted in its entirety and replaced with the following text:

SECTION 13.1. Effectiveness; Notices. Belize may redeem all, but not less than all, the Debt Securities pursuant to this Indenture and Paragraph 27 of the Terms of the Debt Securities. If Belize redeems the Debt Securities, Belize shall deliver to the Trustee an irrevocable notice, which shall state (a) the Redemption Date, (b) the Redemption Price, and (c) the CUSIP or other identifying number of such Debt Securities to be redeemed. After such delivery, Belize, Belize's information agent or the Trustee, on their behalf, shall deliver to each Holder instructions, prepared by Belize or Belize's information agent, for delivery of the Redemption Certification Form to Belize (or to Belize's information agent).

The proposed amendment of Section 13.3 to the Indenture, as set forth in the Statement, is to be read as being deleted in its entirety and replaced with the following text:

SECTION 13.3. Release of Redemption Price Upon Receipt of Certification. Subject to Section 8.5(c), notice of redemption having been given pursuant to Section 13.1 herein, each Holder of Debt Securities redeemed may seek a distribution from the Custody Account by delivering to Belize (or to Belize's information agent) a Redemption Certification Form. Upon delivery of such duly executed Redemption Certification Form to Belize (or to Belize's information agent), the Redemption Price paid by Belize for such redeemed Debt Security, along with the *pro rata* share of the Contingency Account Assets deposited in the Custody Account shall be released from the Custody Account by the Custodian for the benefit of the Holder of such Debt Security in accordance with Section 8.5(b).

Except as expressly set forth herein, the remaining Exit Amendments set forth in the Statement remain unmodified.
