

BELIZE:

BLUE BONDS LOAN ACT, 2021

ARRANGEMENT OF SECTIONS

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No. 28 of 2021

I assent,

(H.E. MS. FROYLA TZALAM)
Governor-General

29th October 2021.

AN ACT to authorize the Government of Belize to enter into the Blue Loan Agreement, Conservation Funding Agreement and Ancillary Agreements for and on behalf of Belize and to give statutory effect to the terms and conditions of the Blue Loan Agreement, the Conservation Funding Agreement and Ancillary Agreements; and to provide for matters connected therewith or incidental thereto.

(Gazetted 29th October, 2021).

BE IT ENACTED, by and with the advice and consent of the House of Representatives and Senate of Belize and by the authority of the same, as follows:

1. This Act may be cited as the

Short title.

BLUE BONDS LOAN ACT, 2021.

Interpretation.

2. In this Act–

“Agreement” means the Blue Loan Agreement to be made between Belize, Belize Blue Investment Company LLC, as Initial Lender, and Belize Blue Investment Company, LLC, as Administrative Agent, and authorized by resolution of the National Assembly;

“Ancillary Agreements” means such other agreements as may from time to time hereafter be required to give effect to or better perform obligations under, or otherwise to supplement, or to complement any legal structure or arrangement contemplated by provisions of the Agreement and the Conservation Funding Agreement, including the Direct Agreement to be made on the same date as the Agreement and the Conservation Funding Agreement;

“Belize Blue Investment Company LLC” means a Delaware, USA, limited liability company;

“Conservation Funding Agreement” means the Conservation Funding Agreement to be made between Belize and Belize Blue Investment Company, LLC and authorized by resolution of the National Assembly;

“Government” means the Government of Belize;

“Initial Lender” means the special purpose vehicle wholly owned by Blue Investments for Nature, Inc., a Delaware, USA non-profit corporation that is an affiliate of The Nature Conservancy; and

“The Nature Conservancy” means the District of Columbia, USA, non-profit corporation.

3. The National Assembly hereby resolves in accordance with section 7 of the Finance and Audit (Reform) Act, and for greater certainty and effect, enacts subject only to the

provisions of the Constitution of Belize, that the Government has full lawful authority to enter into the Agreement, the Conservation Funding Agreement and all Ancillary Agreements, and to make any and all payments under the Agreement, the Conservation Funding Agreement and any Ancillary Agreement in accordance with their terms notwithstanding any provision in any other law to the contrary.

4. Subject to the provisions of the Constitution of Belize, all provisions of the Agreement and the Conservation Funding Agreement set out in the Schedule (with such modifications as may be approved by the Minister responsible for finance that do not otherwise increase Belize's payment obligations or conservation commitments thereunder), as well as all provisions of any Ancillary Agreement, shall have the force of law in Belize and any other law or regulation in any way inconsistent therewith shall stand repealed to the extent of any inconsistency.

Agreement to have force of law.

5. All sums required to be paid by the Government for the purpose of meeting its obligations under the Agreement, the Conservation Funding Agreement and any Ancillary Agreement shall constitute debt charges on the Consolidated Revenue Fund and shall be—

Financial provisions.

- (a)** approved by an appropriation law;
- (b)** charged on and paid out of the Consolidated Revenue Fund;
- (c)** in the case of the Agreement, paid in United States Dollars; and
- (d)** in the case of the Conservation Funding Agreement or any Ancillary Agreement, paid in United States Dollars or Belize Dollars in accordance with its terms.

Exemption
from taxes.

6. Notwithstanding anything to the contrary, the parties to the Agreement, the Conservation Funding Agreement and any Ancillary Agreement shall, in the exercise of any rights conferred, or performance of any obligations imposed, by the provisions of the Agreement, the Conservation Funding Agreement, or any Ancillary Agreement be exempted from taxes, duties or other imposts under the following Acts–

- CAP. 55. (a) Income and Business Tax Act;
- CAP. 63. (b) General Sales Tax Act;
- CAP. 48. (c) Customs and Excise Duties Act;
- CAP. 49. (d) Customs Regulations Act;
- CAP. 52. (e) Exchange Control Regulations Act;
- CAP. 64. (f) the Stamp Duties Act, and
- CAP. 202. (g) the Trusts Act.

Exemptions
from
registrations.

7. Notwithstanding anything to the contrary, the parties to the Agreement, the Conservation Funding Agreement and any Ancillary Agreement and any other entities formed pursuant to and in furtherance of the Agreement, the Conservation Funding Agreement and any Ancillary Agreement shall be exempted from any requirement to secure any consents, effect any registrations or give any notices under the Exchange Control Regulations Act, the General Registry Act, the Trusts Act, the Companies Act or any other law, for the purpose of performing any obligations or exercising any rights under or in furtherance of the Agreement, the Conservation Funding Agreement or any Ancillary Agreement.

CAP. 52.
CAP. 327.
CAP. 202.
CAP. 250.

Closing costs.

8. Notwithstanding anything to the contrary, any closing costs, structuring fees or charges, including legal fees, financial advisory fees, agency fees, bondholder committee

fees and any other related fee, associated with the transactions in respect of the Agreement, the Conservation Funding Agreement and any Ancillary Agreement are hereby authorized for payment and shall be charged on and paid out of the Consolidated Revenue Fund.

9. This Act binds the Crown.

**Act to bind
Crown.**

Draft of October 22, 2021
CONFIDENTIAL

BLUE LOAN AGREEMENT

dated as of November [●], 2021

among

BELIZE,
as borrower

and

BELIZE BLUE INVESTMENT COMPANY, LLC,
as Initial Lender

and

BELIZE BLUE INVESTMENT COMPANY, LLC,
as Administrative Agent

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BLUE LOAN AGREEMENT, dated as of November [●], 2021 (this “**Agreement**”), by and among the sovereign democratic state of BELIZE (“**Belize**”), BELIZE BLUE INVESTMENT COMPANY, LLC, a Delaware limited liability company (the “**Initial Lender**”), and BELIZE BLUE INVESTMENT COMPANY, LLC, as Administrative Agent. Capitalized terms used herein have the meanings provided therefor in Annex A.

PRELIMINARY STATEMENTS

WHEREAS, Belize has previously issued and there remain outstanding Bonds in an aggregate capitalized principal amount of approximately U.S.\$552,901,232;

WHEREAS, Belize has certain sustainable development policy objectives, including in respect of support of conservation activities focused on marine and marine-related activities;

WHEREAS, The Nature Conservancy (“**TNC**”), an Affiliate of the Initial Lender, has significant expertise, and has a long history of participating, in conservation projects, including marine and marine-related conservation projects, and in assisting in the structuring of arrangements using debt relief techniques to fund such projects;

WHEREAS, the Initial Lender is a special purpose vehicle wholly owned by Blue Investments for Nature, Inc. (“**BIN**”), an Affiliate of TNC, and was formed for the purpose of undertaking the transactions contemplated by this Agreement, the Funding Facility and the Conservation Funding Agreement;

WHEREAS, Belize and the Initial Lender have agreed to proceed with the transactions set out in this Agreement and the Conservation Funding Agreement with the objective of facilitating the following objectives: (a) the orderly development and implementation by Belize of a marine protection and spatial plan and (b) the partial relief of Belize’s international debt burden;

WHEREAS, in furtherance of the foregoing, on the date hereof, (a) the Initial Lender has entered into the Funding Facility, pursuant to which the Initial Lender can draw up to a maximum of U.S.\$[●], (b) the Initial Lender intends to draw the full amount available under such Funding Facility and use the proceeds of such drawing to provide the Loan, (c) the Initial Lender has obtained a Political Risk Insurance Policy from DFC and may obtain a Parametric Insurance Policy from the Parametric Insurer, and (d) the Initial Lender and certain other Persons are entering into the Conservation Funding Agreement, the Trust Agreement and the definitive documentation for the Endowment Account, and certain other ancillary documents;

WHEREAS, Belize intends to use the proceeds of the Loan to purchase and cancel the Bonds, to pay transaction fees and expenses and to fund certain reserve accounts; and

WHEREAS, the Initial Lender shall utilize certain funds paid by Belize pursuant to the Conservation Funding Agreement to provide grants to the Conservation Fund and to make deposits into the Endowment Account for purposes of funding marine and marine-related conservation activities in the Jurisdiction;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Defined Terms.

Capitalized terms used in this Agreement shall have the meanings set forth for such terms in Annex A hereto.

1.2 Interpretation.

Except as otherwise expressly provided herein, the rules of interpretation set out in Annex A hereto shall apply to this Agreement.

2. THE LOAN.

2.1 Commitment; Loan; Borrowing.

(a) Subject to the terms and conditions set forth herein (including the satisfaction of the conditions set forth in Section 3.2), the Initial Lender agrees to make a loan (the “**Loan**”) to Belize on the Funding Date proposed in the Borrowing Request delivered pursuant to Section 2.2 in a principal amount equal to the Commitment.

(b) Amounts repaid in respect of the Loan may not be reborrowed.

2.2 Requests for the Borrowing.

To request the Borrowing, Belize shall deliver to the Administrative Agent a duly completed irrevocable Borrowing Request not later than [[●] New York, New York time, [●]¹ before the proposed Funding Date (which notice may not be delivered until the Effective Date)]. The Borrowing Request shall specify the aggregate principal amount of the Bonds to be purchased by Belize with the proceeds of the Borrowing and the proposed Funding Date, which shall be on or around the Settlement Date. For the avoidance of doubt, there will be only one Borrowing to occur on the Funding Date.

Promptly following receipt of the Borrowing Request, the Administrative Agent shall advise the Initial Lender of the details thereof and the amount of the Loan to be made as part of the requested Borrowing.

2.3 Funding of the Loan; Evidence of Debt.

(a) Upon satisfaction of the conditions precedent specified in Section 3.2, the Initial Lender shall make the Loan, or cause the Loan to be made, available to the Administrative Agent on the date proposed in the Borrowing Request therefor by wire transfer of immediately available funds in Dollars by [●] New York, New York time into the Funding Facility Administrative Agent Account.

¹ Note to Draft: Funding timing and mechanics subject to discussion.

(b) The Administrative Agent shall instruct the Funding Facility Administrative Agent that funds so received be made available in like funds, by wire transfer of such funds to one or more accounts denominated in U.S. Dollars designated by Belize for such purpose by notice to each Lender in accordance with the instructions provided in the Borrowing Request and in the amount set out in clause (c) of this Section 2.3.

(c) On the Funding Date, the Funding Facility Administrative Agent shall, on behalf of the Administrative Agent, disburse to the accounts designated by Belize an aggregate amount equal to the Loan requested by Belize minus a 5% original issue discount. Notwithstanding the foregoing, the principal amount of the Loan owed by Belize shall be equal to 100% of the Loan requested by Belize and Belize's obligation is to repay the principal amount of the Loan, plus interest accrued thereon, which shall be calculated without regard to any original issue discount.

2.4 Termination of Commitment.

The Commitment shall automatically terminate on the earlier of (a) the Funding Date, and (b) the date that is immediately following the Settlement Deadline.

2.5 Interest.

(a) The Loan shall bear interest at a rate per annum equal to the applicable Interest Rate, which interest shall be (i) calculated in accordance with Section 2.5(c) and (ii) payable in arrears on each Scheduled Payment Date in the amount set forth next to, and payable on, the relevant Scheduled Payment Date on Schedule 2.5 (or such greater or lesser amount of interest as shall then be due in accordance with the terms of this Agreement).

(b) Notwithstanding the foregoing, if any principal of or interest on the Loan or other amount payable by Belize hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate *plus* the Interest Rate.

(c) For any Interest Period, the amount of interest payable shall be calculated by multiplying the amount of the Loan outstanding on the first day of such Interest Period by the then applicable Interest Rate. All computations of interest with respect to the Loan shall be made by the Administrative Agent on the basis of a year of 360 days of twelve 30-day months. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes absent manifest error.

2.6 No Voluntary Prepayments.

Notwithstanding anything to the contrary in this Agreement, Belize may not voluntarily prepay, in whole or in part, the Loan except as expressly permitted pursuant to Section 2.12.

2.7 Repayment of the Loan; Payments Generally.

(a) Payment of Principal. Belize hereby unconditionally promises to pay in the manner set forth in clause (d), for the ratable account of the Lenders, the principal amount of the

Loan in semi-annual installments, each such installment to be in the amount as set forth next to, and payable on, the relevant Scheduled Payment Date on Schedule 2.7 (or such greater or lesser amount of the Loan as shall then be due, whether by acceleration, prepayment or otherwise).

(b) Payment in Full at Maturity. Belize shall pay to the Administrative Agent for the ratable account of the Lenders, in the manner set forth in clause (d), the entire outstanding principal amount owing to the Lenders under this Agreement on the Maturity Date, unless such principal amount is due sooner pursuant to Section 2.10 or Section 9.1.

(c) Payments Due on Non-Business Days. Anything in this Agreement to the contrary notwithstanding, any payment of principal of or interest on the Loan that is due on a date other than a Business Day shall be made on the next succeeding Business Day, provided that, if such next succeeding Business Day would fall after the Maturity Date, payment shall be made on the Business Day immediately preceding the Maturity Date.

(d) Payments Generally. Subject to Section 2.11, all payments (including prepayments) to be made by Belize under this Agreement, including on account of principal and interest, shall be made without defense, set-off or counterclaim. Except as otherwise expressly provided herein, all such payments shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Funding Facility Administrative Agent Account in immediately available funds in Dollars not later than 1:00 P.M. New York, New York time on the date when due. Any payment received after the foregoing deadline shall be deemed received on the next Business Day and any applicable interest shall continue to accrue. To the extent Belize makes any payments to an account of the Administrative Agent, the Administrative Agent shall promptly distribute to each applicable Lender its ratable share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender (or otherwise distribute such payment in like funds as received to the Person or Persons entitled thereto as provided herein).

(e) Excess Amount. If, on the Maturity Date, no Event of Default hereunder has occurred and is continuing, then the DSRA Amount shall be deemed to be applied as payment by Belize of outstanding principal and interest payments scheduled to be paid hereunder on the Maturity Date, which application shall satisfy Belize's obligation under this Agreement to make principal and interest payments in the amounts so deemed to be applied in accordance with the priority of payment set forth in Section 2.8. To the extent the DSRA Amount is not sufficient to cover the amount of principal and interest due on the Maturity Date, Belize shall pay the balance. To the extent that the DSRA Amount exceeds the amount of principal and interest due on the Maturity Date, the Lender shall take such action as may be necessary to cause the Person holding such funds to deposit all such funds in the Endowment Account.

(f) Acceleration. Notwithstanding anything to the contrary in this Agreement or the Funding Facility, if (i) the Loan is accelerated and becomes due and payable prior to the Maturity Date hereunder, (ii) thereafter the Lender obtains an award pursuant to an arbitration proceeding conducted in accordance with Section 16.4 that is not promptly paid in full by Belize, and (iii) all or a portion of the Endowment Account Amount and/or the DSRA Amount was applied to pay principal and interest owing under the Funding Facility, then (A) the Endowment Account Amount shall be deemed to have been applied, in accordance with the priority of payment set forth

in Section 2.8, as payment to satisfy Belize's obligation to pay principal and interest due hereunder on a dollar-for-dollar basis as of the date on which such amounts were applied to make principal and interest payments under the Funding Facility (but, for the avoidance of doubt, after the events described in clauses (i) and (ii) have occurred), (B) the DSRA Amount shall be deemed to have been applied, in accordance with the priority of payment set forth in Section 2.8, as payment to satisfy Belize's obligation to pay principal and interest due hereunder on a dollar-for-dollar basis as of the date on which such amounts were applied to make principal and interest payments under the Funding Facility (but, for the avoidance of doubt, after the events described in clauses (i) and (ii) have occurred), and (C) Belize's obligation to pay principal and interest due hereunder shall be satisfied to the extent by which the Endowment Account Amount and/or the DSRA Amount was applied to pay principal and interest on the Funding Facility; provided that, if Belize was ordered to pay less than the full amount claimed by the Lender pursuant to such arbitration proceeding, then the amount of principal and interest to which such Endowment Account Amount and DSRA Amount shall be applied shall be the principal and interest amounts owing from Belize under this Agreement that Belize is ordered to pay pursuant to the arbitration award. Notwithstanding the foregoing, in the above circumstances if and to the extent DFC acknowledges coverage under the Political Risk Insurance Policy (in whole or in part) for any non-payment by Belize, Belize's obligation to pay principal and interest due under this Agreement shall not be reduced by any portion of the Endowment Account Amount and/or the DSRA Amount that is applied to pay principal and interest owing under the Funding Facility to the extent these amounts are covered by payments made by DFC under the Political Risk Insurance Policy.

(g) Full Satisfaction. Anything in this Agreement to the contrary notwithstanding, each payment made (or deemed to be made) by, or on behalf of, Belize under this Section 2.7 into the Funding Facility Administrative Agent Account, including deemed application of amounts from the Debt Service Reserve Account or Endowment Account pursuant to clause (e) or (f) of this Section 2.7, and application of amounts from the Additional Covered Borrower Contribution Account pursuant to Section 5.7, shall, in each case, constitute full satisfaction of the amounts effectively paid or deemed to have been paid that are due and owing by Belize hereunder for the amount effectively paid or deemed to have been paid and shall fully and forever release Belize from the obligation to pay such amount notwithstanding (i) any claims or actions that any creditor of any Lender, the Issuer or any of their respective Affiliates may at any time bring, assert or take against any Lender, the Issuer or any such Affiliates to seek to invalidate, claw back, recoup, set aside, rescind, recover or otherwise require repayment of all or any portion of such amounts or any other amounts paid, or to be paid, by Belize hereunder into the Funding Facility Administrative Agent Account, (ii) the misapplication by any Person (other than Belize) of funds in the relevant accounts to payment other than as contemplated in this Section 2.7, or (iii) any failure or delay by any Lender (or any agent thereof) or the Issuer to make payments under the Funding Facility and the Issue Deed, as applicable.

2.8 Application of Payments.

(a) Unless otherwise required by the terms of this Agreement, each payment made or deemed to have been made, including pursuant to Section 2.7 and Section 5.7, under this Agreement shall be, and upon payment to the Funding Facility Administrative Agent Account shall be deemed to have been, applied by the Funding Facility Administrative Agent,

first, to the payment of all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) of the Lenders and the Administrative Agent in connection with enforcing their rights under this Agreement;

second, to then accrued, past due interest on the Loan owing to DFC (if any);

third, first, to then accrued, past due interest on the Loan owing to any Person other than DFC, and thereafter, to the other then accrued, due and owing interest on the Loan to the extent not already paid pursuant to the foregoing *second* clause and the first clause of this *third* clause;

fourth, to principal amounts then past due and owing to DFC (if any) under the Loan;

fifth, first, to principal amounts then past due and owing to any Person other than DFC under the Loan, and thereafter, to other principal amounts then due and owing under the Loan and the first clause of this *fifth* clause; and

sixth, to any other amounts then due and owing under this Agreement.

(b) In the event that the Parametric Insurance Policy Calculation Agent has, under the Parametric Insurance Policy, reported to the Administrative Agent (i) the occurrence of a Covered Catastrophic Event and (ii) the amount of the applicable Parametric Insurance Policy Limit payable to the Administrative Agent on behalf of the Lenders, then (x) the payments of principal or interest to which such insurance payment relates shall be deemed paid by Belize and (y) when received such insurance payment shall be applied to such payments as of the Scheduled Payment Date on which such payments were due or, if such Scheduled Payment Date occurs less than 10 days after the report is made by the Parametric Insurance Policy Calculation Agent, applied to payments required to be made by Belize on the next subsequent Scheduled Payment Date; provided that, (A) if payment is made under the Parametric Insurance Policy on a date that is less than 10 days before a Scheduled Payment Date, then Belize shall still be required to make payment of all amounts due on such Scheduled Payment Date and Belize shall be deemed to have made a payment towards the next Scheduled Payment Date; provided, further, that if the payment made under the Parametric Insurance Policy is for less than the amount of principal or interest due, Belize shall be responsible for payment of the difference between such payment received under the Parametric Insurance Policy and the amount due on such Scheduled Payment Date or next subsequent Scheduled Payment Date, as the case may be.

2.9 Increased Costs; Funding Facility Costs.

(a) Subject to clause (f), if any Change in Law:

(i) imposes or modifies any reserve, special deposit, compulsory loan, insurance charge or other similar assessment against assets of, deposits with or for the account of, or credit extended by, the Lender applicable to it in its capacity as a Lender of Loans under this Agreement;

- (ii) imposes on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or any Loan made by any Lender; or
- (iii) subjects any Lender or the Administrative Agent to any Taxes (other than (i) those in respect of which Belize is obligated to make an Additional Payment or (ii) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto,

and the result of any of the foregoing shall be to increase the cost to such Lender or the Administrative Agent of making or maintaining any Loan or of maintaining its obligation to make any such Loan or to reduce the amount of any sum received or receivable by such Lender or the Administrative Agent hereunder, whether of principal, interest or otherwise, then, upon request of such Lender or the Administrative Agent and subject to clause (f) below, Belize shall pay to such Lender or the Administrative Agent, as the case may be, such additional amount or amounts as will compensate such Lender or the Administrative Agent, as the case may be, for such additional costs incurred or reduction suffered.

(b) Subject to clause (f), if any Lender (other than the Initial Lender) determines that any Change in Law regarding capital or liquidity requirements affecting such Lender has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time Belize shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender, as specified in clause (a) or (b) shall be delivered to Belize and shall be conclusive absent manifest error. Belize shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) If the Initial Lender is obligated to make any payments pursuant to Section [3.2] of the Funding Facility then, upon the Initial Lender's request, Belize shall pay to the Initial Lender (or the Administrative Agent on behalf of the Initial Lender) the amount or amounts required to be paid by the Initial Lender pursuant to Section [3.2] of the Funding Facility. In such case, a certificate of the Initial Lender setting forth the amount or amounts necessary to compensate the Initial Lender as specified in paragraph (d) of this Section 2.9, together with the certificate received by the Initial Lender from the Issuer pursuant to Section [3.2(c)] of the Funding Facility, shall be delivered to Belize and shall be conclusive absent manifest error or inconsistency with such certificate delivered pursuant to Section [3.2(c)] of the Funding Facility. Belize shall pay the amount shown as due on any such certificate to the Initial Lender by paying such amount to the Funding Facility Administrative Agent Account within 30 days after receipt thereof.

(e) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.9 shall not constitute a waiver of such Lender's right to demand such compensation; provided that Belize shall not be required to compensate any Lender pursuant to

this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies Belize of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(f) The Initial Lender and any Person that may become a Lender hereunder shall apply this Section 2.9 in a reasonable manner specifically tailored to solely achieve its stated purpose, and no Lender shall apply this Section 2.9 with any intent of improving its economic profit in respect of the Loans as compared to its economic profit as of the Effective Date. If, absent mitigation on the part of the Lender, Belize would be required to pay any amount under this Section 2.9, then at the request of Belize, the relevant Lender shall use reasonable efforts to mitigate any additional amounts otherwise payable hereunder if, in the judgment of such Lender, such efforts (i) would eliminate or reduce amounts payable under this Section 2.9 and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender.

2.10 Illegality.

Notwithstanding any other provision of this Agreement, if any Lender determines that a Change in Law makes it unlawful, or any central bank or other Governmental Authority asserts that it is unlawful, for such Lender to maintain or fund the Loan or for the Issuer to maintain or fund the loans under the Funding Facility, or any Governmental Authority has imposed material restrictions on the authority of such Lender or the Issuer to purchase or sell, or to hold Dollars in New York foreign exchange markets, or the Jurisdiction, or Belize is the target of any Sanctions that makes it unlawful for such Lender to maintain or fund the Loan or for the Issuer to maintain or fund the loans under the Funding Facility, then such Lender shall promptly notify Belize (through the Administrative Agent), following which notice (a) until such Lender notifies Belize (through the Administrative Agent) that the circumstances giving rise to such suspension no longer exist, such Lender's Commitment shall be suspended, and (b) if such Lender shall so request in such notice (including as a result of receiving notice from the Issuer requiring prepayment in full of the Funding Facility pursuant to Section [2.4(b)] of the Funding Facility), through the Administrative Agent, or if such Change in Law or such restrictions shall so mandate, Belize shall immediately prepay in full, without premium or penalty, the then outstanding principal amount of the Loan, together with accrued and unpaid interest thereon, and all other amounts payable by Belize to such Lender under this Agreement, on or before such date as shall be mandated by such Change in Law or such restrictions.

2.11 Taxes.

All payments by Belize (the "Payor") under this Agreement (including, for avoidance of doubt, any payments made to the Funding Facility Administrative Agent Account) shall be made free and clear of, and without reduction or liability for or on account of, any present or future taxes, levies, imposts, duties, fees, assessments, charges, deductions or withholdings of any nature whatsoever, including any interest, penalties or additions to tax imposed with respect thereto or with respect to the making of payments in Dollars, such as financial transactions taxes or currency taxes, in each case, imposed by or for a government or other authority having power

to tax (hereinafter called “**Tax**”) unless any withholding or deduction for or on account of Tax is required by law.

If the Payor shall be obligated by law to make any such withholding or deduction for any Tax imposed, levied, collected, assessed or withheld by or within Belize or any political subdivision or taxing authority thereof or therein, by any jurisdiction in which the Payor carries on business or by any other country or jurisdiction (or any taxing authority thereof or therein) (each, a “**Taxing Jurisdiction**”), then the Payor shall promptly (a) pay to the relevant Taxing Jurisdiction the full amount required to be deducted, withheld or otherwise paid in by the Payor (including the full amount required to be deducted or withheld from or otherwise paid by the Payor in respect of any Additional Payment required to be made pursuant to clause (b) hereof) and (b) pay to each Person entitled under this Agreement to receive the payment from which the amount referred to in clause (a) has been so deducted, withheld or otherwise payable or paid such additional amount as is necessary in order that the amount received by such Person after any required deduction, withholding or other payment of Tax (including any required deduction, withholding or other payment of Tax on or with respect to such additional amount) shall equal the amount such Person would have received had no such deduction, withholding or other payment of Tax been paid (the “**Additional Payment**”).

Notwithstanding the provisions of this Section 2.11, no such Additional Payments shall be payable for or on account of “**Excluded Taxes**,” which include:

(1) any Connection Income Taxes;

(2) any Tax that is imposed or withheld by reason of any Lender’s failure to make a declaration of non-residence or other similar claim or comply with any reporting requirement (as notified to such Lender in writing by or on behalf of the Payor giving such Lender sufficient time to satisfy such requirements), as is required (i) by statute, treaty or regulation of Belize existing on the date hereof, or which are not substantially more onerous than those existing on the date hereof and which do not impose an unreasonable burden (in time, resources or otherwise) on such Lender or materially prejudice such Lender’s legal or commercial position, or (ii) by statute, treaty or regulation in any other relevant Taxing Jurisdiction to the extent the requirements thereof are not substantially more onerous than those of Belize existing on the date hereof and which do not impose an unreasonable burden (in time, resources or otherwise) on such Lender or materially prejudice such Lender’s legal or commercial position as a precondition to exemption from all or part of such Tax;

(3) any withholding Taxes imposed under FATCA; or

(4) any combination of items (1) through (3) above.

Belize shall timely pay to the relevant Taxing Jurisdiction in accordance with applicable law, or at the option of any Lender timely reimburse it for the payment of, any Stamp Taxes, except any such Stamp Taxes imposed with respect to an assignment that arises in connection with any voluntary assignment.

As soon as practicable after any payment of Taxes by Belize to a Taxing Jurisdiction pursuant to this Section 2.11, Belize shall deliver to the Administrative Agent the

original or a certified copy of a receipt issued by such Taxing Jurisdiction evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Belize shall indemnify each recipient of a payment under this Agreement, within 10 days after demand therefor, for the full amount of any Taxes (including such Taxes imposed or asserted on or attributable to amounts payable under this Section) other than Taxes set forth in this Section 2.11, payable or paid by such recipient or required to be withheld or deducted from a payment to such recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Taxing Jurisdiction. A certificate as to the amount of such payment or liability delivered to Belize by the Administrative Agent or the relevant Lender shall be conclusive absent manifest error.

If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.11 (including by the payment of additional amounts pursuant to this Section 2.11), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.11 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Taxing Jurisdiction with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (plus any penalties, interest or other charges imposed by the relevant Taxing Jurisdiction) in the event that such indemnified party is required to repay such refund to such Taxing Jurisdiction. Notwithstanding anything to the contrary in this paragraph, in no event shall the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.11 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

Each party's obligations under this Section 2.11 shall survive any assignment of rights by any Lender, the repayment, satisfaction or discharge of all obligations under this Agreement and the termination of this Agreement.

If Belize is required to pay any additional amounts, other than any additional Taxes imposed, levied, collected, assessed or withheld by or within the Jurisdiction or any political subdivision or taxing authority thereof or therein, under this Section 2.11, then at the request of Belize, the relevant Lender shall use reasonable efforts to mitigate any Additional Payment (other than any Additional Payment in connection with Taxes imposed, levied, collected, assessed or withheld by or within the Jurisdiction or any political subdivision or taxing authority thereof or therein) if, in the judgment of such Lender, such efforts (i) would eliminate or reduce amounts payable pursuant Section 2.11 in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Belize

hereby agrees to pay all reasonable documented out-of-pocket costs and expenses incurred by such Lender and the Administrative Agent in connection with any such efforts.

2.12 Optional Prepayment.

If any Lender requests compensation under Section 2.9 or if Belize is required to make any Additional Payment other than in connection with any Change in Law in the Jurisdiction, or Taxes imposed, levied, collected, assessed or withheld by or within the Jurisdiction or any political subdivision or taxing authority thereof or therein, then Belize may, at its expense, upon notice to the Administrative Agent, prepay in full, without premium or penalty, the then-outstanding principal and accrued interest amount of the Loan outstanding hereunder.

2.13 Conservation Fund.

(a) The Parties agree that the initial Conservation Fund will be a nonprofit entity formed under the laws of Delaware, USA and that the Conservation Fund shall establish a representative office in the Jurisdiction.

(b) The Parties agree that (i) the Statutory Trust shall be the legal and beneficial owner of the Endowment Account prior to its transfer pursuant to the Trust Agreement and that the Conservation Fund shall have no claim or right to the Endowment Account or any funds therein, (ii) the Endowment Account shall only be transferred at such time and on such terms as expressly permitted pursuant to the Funding Facility, or if the Funding Facility has been repaid in full and the lien of the Statutory Trust Security Agreement has been released, as provided in the Trust Agreement, (iii) they are familiar with the Endowment Account policies and (iv) funds on deposit in the Endowment Account (or that in accordance with the Conservation Funding Agreement shall be deposited into the Endowment Account) shall be used by the Lenders as collateral for the Lenders' obligations under the Funding Facility and may be used by the Lenders to pay the Lenders' costs, expenses, debt-servicing obligations or other obligations owing under the Funding Facility or as otherwise expressly authorized under the Trust Agreement, provided that such costs, expenses and other obligations shall not be payable with funds on deposit in the Endowment Account other than to the extent they are necessary for the Initial Lender to perform its obligations and enforce its rights under the transaction arrangements, including obligations to the Issuer under the transaction arrangements, including pursuant to this Agreement, the Conservation Funding Agreement, the Trust Agreement, the Political Risk Insurance Policy, any Parametric Insurance Policy, the Funding Facility Loan Documents and documents governing the Conservation Fund, provided further that funds on deposit in the Endowment Account shall not be used to pay (i) any fee payable under the Management Agreement or (ii) any fee or other payment (whether for the reimbursement of expenses or otherwise) to an Affiliate of the Initial Lender.

3. CONDITIONS PRECEDENT.

3.1 Conditions Precedent to Effectiveness.

The effectiveness of this Agreement is subject to the satisfaction to the Initial Lender's satisfaction or waiver of the following conditions (the date such conditions are fulfilled or waived, the "**Effective Date**");

(a) The Administrative Agent shall have received from each party hereto a counterpart of this Agreement, the Conservation Funding Agreement, the Direct Agreement and the Trust Agreement, each duly executed by and on behalf of Belize, the Initial Lender and the Administrative Agent, which agreements shall be in full force and effect.

(b) The Initial Lender shall have obtained a Political Risk Insurance Policy provided by the DFC in form and substance satisfactory to the Initial Lender.

(c) Prior to the execution of and after giving effect to this Agreement, the Conservation Funding Agreement and the Trust Agreement, no Default or Event of Default shall have occurred and be continuing.

(d) Each of the acknowledgments and the representations and warranties made by Belize pursuant to Section 2.13 and Section 4 of this Agreement shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, Material Adverse Effect or similar language, in all respects) on and as of the Effective Date (or, in the case of any such representation or warranty specifically stated to have been made as of a specific date, as of such specific date).

(e) Belize shall have delivered to the Administrative Agent a Prime Minister's Certificate dated as of the Effective Date executed by the Prime Minister of Belize certifying (i) as to the incumbency of relevant person executing this Agreement, the Direct Agreement and the Conservation Funding Agreement, (ii) that Belize performed and complied with all agreements and conditions contained in this Agreement, the Conservation Funding Agreement required to be performed or complied with by it prior to or on the Effective Date and (iii) as to the satisfaction of Section 3.1(c) and Section 3.1(d).

(f) Belize shall have delivered evidence to the Administrative Agent that National Assembly of Belize has considered and enacted legislation (hereinafter referred to as the "**Legislation**") to: (i) authorize Belize to enter into this Agreement, the Conservation Funding Agreement, and the Direct Agreement and to give statutory effect to the terms and conditions of this Agreement, the Conservation Funding Agreement, and the Direct Agreement, including specifically authority to undertake any obligation to make any and all payments contemplated by the said agreements and including as well a provision to the effect that every and all obligations to make any such payments shall constitute debt charges of Belize within the meaning of Section 119 of the Belize Constitution and shall otherwise constitute charges on the Consolidated Revenue Fund of Belize; (ii) confer on the Lenders full exemption from any and all consents and registrations by any law required to perform its obligations or exercise its rights under this Agreement, the Conservation Funding Agreement, the Direct Agreement and the Trust Agreement, as well as from the provisions of the Exchange Control Regulations Act and Regulations made thereunder from time to time in respect to all payments to be made thereunder; and (iii) confer on the Lenders and parties to this Agreement, the Conservation Funding Agreement, the Direct Agreement and the Trust Agreement full exemption from any and all Taxes that are payable by the Lenders or other parties to the said agreements in the Jurisdiction in respect of this Agreement, the Conservation Funding Agreement, the Direct Agreement and the Trust Agreement including any taxes on payments to be made by Belize under this Agreement (including, for the avoidance of doubt, any payments made to the Funding Facility Administrative Agent Account), the

Conservation Funding Agreement, the Direct Agreement and the Trust Agreement and including any taxes imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes or any other taxes or similar charges imposed on the Initial Lender or other parties to the aforesaid agreements in the Jurisdiction.

3.2 Conditions Precedent to the Borrowing.

The obligation of the Initial Lender to make the Loan and disburse the proceeds thereof is subject to the satisfaction of the following conditions:

(a) The Effective Date shall have occurred and each of the Agreement, the Conservation Funding Agreement, the Direct Agreement and the Trust Agreement, shall be in full force and effect.

(b) The Administrative Agent shall have received evidence that holders of Bonds representing not less than 75% aggregate amount of all outstanding Bonds have been tendered their Bonds for repurchase and cancellation and that Belize has delivered to the Bond Trustee an irrevocable (i) cancellation instruction with respect to such Bonds and (ii) notice to redeem the non-tendered bonds on the Settlement Date.

(c) On or prior to the Funding Date, the Initial Lender shall have received sufficient funds in Dollars to make the Loan from the proceeds received under the Funding Facility.

(d) Prior to and after giving effect to the Borrowing, no Default or Event of Default shall have occurred and be continuing.

(e) Each of the acknowledgments and the representations and warranties made by Belize pursuant to Section 2.13 and Section 4 of this Agreement shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, Material Adverse Effect or similar language, in all respects) on and as of the Effective Date (or, in the case of any such representation or warranty specifically stated to have been made as of a specific date, as of such specific date).

(f) The Legislation shall have been enacted and be in full force and effect and the Administrative Agent shall have received (i) a certificate issued by the Clerk of the National Assembly of Belize evidencing authorization of the Minister of Finance of Belize to effect the Borrowing on behalf of Belize and (ii) evidence of the Governor General's assent and publication of such Legislation in the Government's Official Gazette.

(g) The Administrative Agent shall have received a written certificate from the Director General of the Belize Tax Service Department issued to the Initial Lender confirming the circumstances in Section 3.1(f)(iii).

(h) Belize shall have delivered to the Administrative Agent a Prime Minister's Certificate dated as of the Funding Date executed by the Prime Minister of Belize certifying as to the satisfaction of Section 3.2(d), Section 3.2(e), and Section 3.2(f).

(i) The Initial Lender shall have received (i) an opinion from the Attorney General of Belize, substantially in the form attached as Exhibit C hereto and (ii) an opinion from Sullivan & Cromwell LLP, substantially in the form attached as Exhibit D hereto.²

(j) The Initial Lender shall not have a reasonable basis to believe that the proceeds of the Loan shall not satisfy the requirements of Section 5.6.

4. REPRESENTATIONS AND WARRANTIES.

Belize hereby represents and warrants to the Administrative Agent and the Lenders that:

4.1 Power and Authority.

Belize has the power and authority to execute and deliver this Agreement, the Conservation Funding Agreement and the Direct Agreement and to perform its obligations under the provisions hereof and thereof, including any required in connection with the obtaining of Dollars to make payments under this Agreement and any required in connection with the cancellation of Bonds as contemplated hereby.

4.2 Authorization, etc.

This Agreement, the Conservation Funding Agreement and the Direct Agreement have been duly authorized by all necessary action on the part of Belize (including any required (a) to provide the signatories thereto with the authority to execute the Agreement, the Conservation Funding Agreement and the Direct Agreement, (b) to waive sovereign immunity to the extent herein waived, or (c) in connection with the obtaining of Dollars, to make payments under this Agreement and the payment of such Dollars to Persons resident in the United States of America and any required in connection with the cancellation of Bonds as contemplated hereby), and this Agreement, the Conservation Funding Agreement and the Direct Agreement constitute legal, valid and binding obligations of Belize, enforceable against Belize in accordance with their respective terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) laws of general applicability relating to or affecting creditors' rights and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Disclosure.

This Agreement and any other documents, certificates or writings (other than projected or pro forma financial information) delivered to the Administrative Agent and the Lenders by or on behalf of Belize by Officials in connection with the transaction contemplated hereby, taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, when taken as a whole, in the light of the circumstances in which they were made, not misleading; provided that, with respect to projected

² Note to Draft: Parties discussing the extent of reliance and related matters relating to S&C's opinion.

or pro forma financial information, Belize represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery (it being understood that such projected information may vary from actual results and that such variances may be material). Since December 31, 2020, there is no event or circumstance known to Belize that could reasonably be expected to have a Material Adverse Effect that has not been identified in Schedule 4.3.

4.4 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by Belize of this Agreement, the Conservation Funding Agreement and the Direct Agreement and the consummation of the transactions contemplated hereby (including the cancellation of Bonds) and thereby, will not (a) violate any provision of the Belize Constitution, (b) contravene, result in any breach of, or constitute a default in any material respect under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other contract, agreement, instrument or obligation or any treaties, including any negative pledge covenant included therein, to which Belize is or may be bound or affected, (c) conflict with or result in a breach of any of the terms, conditions or provisions of any consent, approval, authorization, order, judgment, decree, or ruling of any court, arbitrator, regulatory body or Governmental Authority having jurisdiction over Belize, the Government or any Agency or any of their respective properties, including any debt limitations or ceilings contained in any consent of Belize or other consent, approval or authorization referred to in Section 4.5, or (d) violate any provision of any statute, law, convention or other rule or regulation of any Governmental Authority applicable to Belize, the Government or any Agency, except in the cases of clauses (b) and (c) for those violations and defaults which individually, or in the aggregate, are not material to Belize.

4.5 Governmental Authorizations, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by Belize of this Agreement, the Conservation Funding Agreement or the Direct Agreement, the obtaining of Dollars to make payments under this Agreement, the payment of such Dollars to Persons resident in the United States of America and any required in connection with the cancellation of Bonds as contemplated hereby other than the Legislation, which, from the date the Legislation is enacted in the Jurisdiction, is currently effective. No payment of any Stamp Tax in the Jurisdiction is due in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated herein and therein.

4.6 Litigation.

There is no action, suit or proceeding pending or, to the knowledge of Belize, threatened against or affecting Belize, the Government or any Agency or any property of Belize, the Government or any Agency in any court, governmental agency, authority or body or any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, purports to limit the legality, validity or enforceability of this Agreement.

4.7 Sanctions.

Belize represents that none of it, the Government or any Agency used, directly or knowingly indirectly, the proceeds of the Loan, or lend, contribute or otherwise make available such proceeds to any Person: (a) to fund or facilitate any activities or business of or with any Person that, at the time of such funding or facilitation, is the target of any economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or Switzerland (collectively, "Sanctions") or is resident in any Sanctioned Country, unless permitted by applicable law or regulation or if an appropriate license for any such transaction was obtained from the authority administering the relevant Sanctions; or (b) in any other manner that will result in a violation of Sanctions.

4.8 *Pari Passu*.

All obligations and liabilities of Belize under this Agreement are general, direct, unconditional, unsubordinated and unsecured obligations of Belize for the payment and performance of which the full faith and credit of Belize has been pledged, which obligations and liabilities rank in right of payment at least *pari passu* with all of the other present and future unsecured and unsubordinated Public Debt.

4.9 No Immunity from Suit or Execution for Belize.

In any proceedings taken in the Jurisdiction or in the United States in relation to this Agreement or the Direct Agreement, Belize will not be entitled to claim, and will not claim, for itself or any of its revenues or other assets, immunity from suit, execution, attachment or other legal processes except for limitations on immunity waivers applicable generally to sovereigns under the laws of the United States. The waiver of immunity by Belize pursuant to Section 16.4(c) is legal, valid and binding on Belize.

4.10 No Proposed Changes in Law.

There is no pending amendment to the laws, regulations, statutes or treaties of Belize, nor any (a) of the foregoing proposed in writing by or to the Government or (b) pending legislation in the Jurisdiction, that, if it were to become effective, could reasonably be expected to have a material adverse effect on the validity or enforceability of this Agreement, the Conservation Funding Agreement or the Direct Agreement or on the ability of Belize to make payments under this Agreement in such currency as pursuant to the terms and conditions set forth herein.

4.11 No Withholding or Other Charges.

Interests paid hereunder by Belize are not subject to withholding or deduction for or on account of tax under the current laws and regulations of Belize or any political subdivision or taxing authority thereof. There is no income, stamp or other tax, levy, impost, deduction or other charges imposed or levied (whether by withholding or otherwise) by Belize or any political subdivision or taxing authority thereof or therein on or by virtue of the execution, delivery or performance by Belize of this Agreement or any of the other documents or instruments to be executed and delivered by Belize in connection herewith.

4.12 Anti-Terrorism; Anti-Money Laundering; Anti-Corruption.

(a) Belize is not designated by the Secretary of State of the United States as a State Sponsor of Terrorism pursuant to section 104(c) of the Export Control Reform Act (50 U.S.C. § 4813(c), section 40 of the Arms Export Control Act (22 U.S.C. § 2780), or section 620A of the Foreign Assistance Act of 1961 (22 U.S.C. § 2371).

(b) Belize, through the Government, has implemented, through measures adapted to its particular circumstances, the necessary laws, regulations, and regulatory and enforcement structures to implement the framework of measures recommended by the Financial Action Task Force (“**FATF**”) in order to combat money laundering and terrorist financing, as well as the financing of proliferation of weapons of mass destruction as set forth in the International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation as promulgated by the FATF (the “**Anti-Money Laundering Framework**”) and has not been identified by the FATF as a jurisdiction with strategic deficiencies in its Anti-Money Laundering Framework.

(c) None of Belize, the Government, its Agencies or, to the knowledge of Belize, any of the Government’s or Agencies’ officials working on the contemplated borrowing or any representative, agent, employee or other person with actual authority to act on behalf of Belize, the Government or its Agencies (each an “**Official**”) is aware of or has taken any action to request, demand, or receive any money or thing of value from any Person to induce an Official to act or refrain from acting, to use an Official’s influence with other Officials, or to confer an improper benefit upon any Person in connection with the borrowing or the subsequent use of the Proceeds, in each of the foregoing cases, in violation of any applicable domestic or transnational anti-corruption law, including, but not limited to, the Prevention of Corruption Act of Belize, the U.S. Foreign Corrupt Practices Act of 1977, and the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder (collectively, the “**Anti-Corruption Laws**”).

4.13 Choice of Law.

The choice of New York law in this Agreement, the Conservation Funding Agreement and the Direct Agreement is a valid choice of law under the laws of the Jurisdiction and, accordingly, would be recognized and applied by the courts of the Jurisdiction if this Agreement or any claim hereunder is brought before any such court; provided that in any proceedings in the Jurisdiction for the enforcement of this Agreement, the Conservation Funding Agreement or the Direct Agreement a court in the Jurisdiction would apply procedural law of the Jurisdiction.

4.14 Legal Form.

This Agreement, the Conservation Funding Agreement and the Direct Agreement is in proper legal form under the laws of the Jurisdiction for the enforcement thereof in the Jurisdiction against Belize in accordance with their respective terms, and to ensure the legality, validity or enforceability of each of those documents in the Jurisdiction in accordance with their respective terms, it is not necessary that any of them be filed or recorded, except as described under

Section 4.6 herein, with any court or other authority in the Jurisdiction or that any Stamp Tax be paid in the Jurisdiction on or in respect of any of said documents.

4.15 No License or Qualification.

It is not necessary under the laws of the Jurisdiction that the Administrative Agent or Lenders be licensed, qualified or entitled to carry on business in the Jurisdiction (a) to enforce the Lenders' rights under this Agreement or (b) by virtue of holding the Loan or executing this Agreement.

4.16 Exchange Controls.

Under current laws and regulations of the Jurisdiction and each political subdivision thereof, including in particular the Legislation, all interest, principal, premium, if any, and other payments due or to be made on any Loans or otherwise pursuant to this Agreement may be freely transferred out of the Jurisdiction and may be paid in, or freely converted into, Dollars.

5. AFFIRMATIVE COVENANTS.

Until the Commitment has expired or been terminated and all payment obligations hereunder shall have been paid in full, Belize covenants and agrees with the Lenders as follows:

5.1 Information.

Belize shall deliver to the Administrative Agent:

(a) Financial and Other Information.

(i) As soon as reasonably practicable, but in any event within 180 days after the end of each fiscal year, a certificate by a Responsible Minister attaching the Annual Financial Information issued by the Central Bank for such fiscal year.

(ii) As soon as reasonably practicable, but in any event within 120 days after the end of each calendar quarter, a certificate by a Responsible Minister attaching the Quarterly Financial Information issued by the Central Bank for such quarter.

(iii) Reasonably promptly following any request therefor, such other information regarding the affairs and financial condition of Belize, or compliance with the terms of this Agreement, as the Required Lenders may reasonably request.

(b) Notice of Default or Event of Default. Promptly, and in any event within 5 days after a Responsible Minister becoming aware of the existence of any Default or Event of Default or that any Person has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 8(g), a written notice specifying the nature and period of existence thereof and what action Belize is taking or proposes to take with respect thereto;

(c) Notices from Governmental Authority. Promptly after publication thereof, any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect; and

(d) Requested Information. Upon the occurrence of an Event of Default, with reasonable promptness, information relating to the assets, properties, liabilities, revenues, expenditures or financial, economic, fiscal or political affairs or condition of Belize or relating to the ability of Belize to perform its obligations hereunder as from time to time may be reasonably requested by the Administrative Agent.

5.2 Inspection.

(a) No Default. If no Default or Event of Default then exists, Belize shall permit the representatives of the Lenders (which shall include third-party consultants and advisors) and of any Political Risk Insurance Provider, at the Lenders' or such third party's or Political Risk Insurance Provider's own expense, as applicable, and upon reasonable prior notice to Belize, to visit the principal executive office of the Government, in order to discuss with the Government's ministers or officials the affairs, finances and accounts of Belize and its Agencies that are related to this Agreement, up to four times per fiscal year (it being agreed that if such visit is at the request of DFC, then no such limit will apply) and with at least a 20-day advance notice, which request shall specify the purpose of the visit.

(b) Default. If a Default or Event of Default then exists, Belize shall permit the representatives of the Lenders and any Political Risk Insurance Provider, at Belize's expense, and upon 5-day advance notice to Belize, to visit offices of the Government to examine such records, reports and other papers, to make copies and extracts therefrom, as are relevant to this Agreement and to discuss its affairs, finances and accounts with its ministers and officials, all at such reasonable times and as often as may be reasonably requested.

5.3 Compliance with Law.

Belize shall and shall cause the Government and each of its Agencies to comply with all treaties, laws, ordinances or governmental rules or regulations to which each of them is subject, and shall obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4 Governmental Authority, etc.

Belize and the Government shall at all times obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required in or by the laws and regulations of the Jurisdiction to enable it lawfully to enter into and perform its obligations under this Agreement and the Direct Agreement or to ensure the legality, validity, enforceability or admissibility in evidence in the Jurisdiction of this Agreement and the Direct Agreement.

5.5 *Pari Passu.*

The Loan is a general, direct, unconditional, unsubordinated and unsecured obligation of Belize for the payment and performance of which the full faith and credit of Belize has been pledged, which obligations and liabilities rank in right of payment at least *pari passu* with all of the other present and future unsecured and unsubordinated Public Debt.

5.6 **Use of Proceeds.**

The proceeds of the Loan shall be used only by Belize (a) to purchase, on the Settlement Date, all Bonds tendered in the Tender Offer, and pay any consideration owed to the holders of Bonds that are tendered in connection with the Tender Offer (including accrued but unpaid past due interest outstanding) in an amount equal to U.S.\$[●], (b) to redeem all Bonds that are not tendered in the Tender Offer, and pay any consideration owed to the holders of Bonds that are not tendered in connection with the Tender Offer, including payments into the Custody Account to satisfy and discharge the obligations of Belize in respect to the Bonds, in an amount equal to U.S.\$[●], (c) to pay any of its costs and expenses in connection with this Agreement, the Conservation Funding Agreement, the Tender Offer and any transactions contemplated by or in connection with any of the foregoing [that have been approved by the Initial Lender and the Issuer,]³ up to a maximum amount of U.S.\$10,000,000, and (d) to the extent not fully utilized in accordance with clauses (a), (b) and (c), to make a payment in accordance with Section 3.1 of the Conservation Funding Agreement.

5.7 **Custody Account; Additional Covered Borrower Contribution Account.**

(a) No later than 90 days following the second anniversary of the Settlement Date, Belize shall exercise all of its rights under the Custody Agreement to direct the Custodian under the Custody Agreement to transfer all amounts remaining in the Custody Account following such second anniversary that Belize may be entitled to receive pursuant to Custody Agreement in the following manner: (i) *first*, to the Initial Lender, to the account instructed by the Initial Lender, for application in accordance with Section [3.6 (Specific Payment)] of the Conservation Funding Agreement in order to satisfy Belize's obligations thereunder; and (ii) *second*, any remaining balance less any amounts due and payable to the Custodian pursuant to the Custody Agreement shall be transferred to the Additional Covered Borrower Contribution Account.

(b) Amounts on deposit in the Additional Covered Borrower Contribution Account transferred to such account pursuant to Section 5.7(a) of this Agreement or Sections 3.2(d), 3.4(b) or 3.6 of the Conservation Funding Agreement shall be applied to Belize's scheduled debt service payment obligations on each Scheduled Payment Date, in chronological order, and shall reduce such scheduled debt service payment obligations on a dollar-for-dollar basis on each such Scheduled Payment Date by the amount so deposited. For the avoidance of doubt, to the extent that the balance in the Additional Covered Borrower Contribution Account exceeds the amount of Belize's scheduled debt service payment obligations on any given Scheduled Payment Date, all excess funds shall remain in the Additional Covered Borrower Contribution Account until the immediately subsequent Scheduled Payment Date and shall be applied in accordance with this

³ Note to Draft: Subject to ongoing discussion.

Section 5.7.**6. NEGATIVE COVENANTS.**

Until the Commitment has expired or been terminated, all payments obligations hereunder shall have been paid in full, Belize covenants and agrees with the Lenders it shall not and shall cause the Government not to:

6.1 Limitation on Liens.

Except as expressly contemplated in this Agreement, the Trust Agreement or the Conservation Funding Agreement, create, incur, assume or suffer to exist any Lien, other than any Permitted Lien, on the assets or revenues of Belize to secure Public Debt, unless Belize causes such Lien to secure equally and ratably the obligations of Belize arising hereunder.

6.2 Further Assurance.

Prevent, hinder, frustrate, delay, or otherwise take any action inconsistent with the Lenders' rights under this Agreement or the rights of the Issuer or the Funding Facility Security Agent under the Direct Agreement, or cause or permit any Agency to take such actions.

6.3 Sanctions.

Use, directly or knowingly indirectly, the proceeds of the Loan, or lend, contribute or otherwise make available such proceeds to any Person: (i) to fund or facilitate any activities or business of or with any Sanctioned Person or in any Sanctioned Country, unless permitted by applicable law or regulation or if a license authorizing any such transaction shall have been obtained from the authority administering the relevant Sanctions; or (ii) in any other manner that will result in a violation of Sanctions.

6.4 Repayment of Loans.

(a) Permit any part of the funds used in repayment of the Loan (or any other amount payable pursuant to this Agreement or the Conservation Funding Agreement) to be knowingly derived from a transaction with, or proceeds from, a Sanctioned Person or Sanctioned Country.

(b) Use funds that were knowingly the subject of unlawful money laundering activities or any other activities unlawful under applicable law to make any payments to the Lenders under this Agreement or the Conservation Funding Agreement or otherwise make any payment to the Lenders hereunder that would cause it to be in violation of any applicable law.

6.5 No Proceedings

Neither Belize nor or any person acting on its behalf may, at any time, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Initial Lender or any of its officers, shareholders, members, incorporators, corporate

service providers or directors or any of its assets.

7. LENDERS' COVENANTS.

7.1 Covenants.

Until the Commitment has expired or been terminated, all payment obligations hereunder shall have been paid in full and so long as the Initial Lender remains a party hereto, the Initial Lender covenants and agrees with Belize:

(a) be an entity whose sole activities and purpose is limited to the transactions contemplated by this Agreement, the Funding Facility, the Conservation Funding Agreement, the Political Risk Insurance Policy, the Parametric Insurance Policy, the Trust Agreement, the Management Agreement, and all other agreements entered into by the Initial Lender in connection thereby, including undertaking activities directly related to, supporting or incidental to the foregoing and the Conservation Fund (and any fund that replaces the Conservation Fund);

(b) observe all applicable entity procedures to maintain its separate existence and formalities, including: (i) maintaining minutes and records of meetings; (ii) acting on behalf of itself only pursuant to due authorization of its members and/or managers; and (iii) conducting its own business in its own name and through authorized agents pursuant to its organization documents;

(c) prepare and maintain its own full and complete books, accounting records, financial statements and other documents and records, in each case (i) separate and apart from the books, accounting records and other documents and records of any other Person, including its Affiliates, and (ii) in accordance with generally accepted accounting principles, consistently applied, and susceptible to audit;

(d) maintain internal management and accounting practices and controls sufficient to provide reasonable assurances of compliance with applicable anti-money laundering laws and Anti-Corruption Laws;

(e) transact all business with its Affiliates, including TNC, on terms no less favorable to the Initial Lender than if done on an arm's-length basis and pursuant to written, enforceable agreements; and

(f) not, without the prior written consent of Belize, (i) amend, supplement or otherwise modify, (ii) waive any right or consent to the waiver of any right or condition, (iii) take any action that requires the consent of the Initial Lender under, in each case, the Funding Facility Loan Documents, the Trust Agreement, the Management Agreement, or the Initial Lender Security Agreement, to the extent that such amendment, supplement, modification, waiver, consent or action could reasonably be expected to have a material adverse effect on any of Belize's rights, obligations or interests as the borrower under this Agreement, including, without limitation, any amendment, supplement, modification, waiver, consent or action relating to: (1) Article 3 (Yield Protection), 9.1 (Amendments and Waivers; Notices) and 9.8 (Assignments, Participation, etc.) of the Funding Facility; and (2) Sections 1 (Early Redemption) and Section 4 (Voting with respect to the Original Collateral) of the Pricing Terms and Additional Conditions of the Issue Deed.

7.2 Injunction, Specific Performance, and Other Equitable Relief.

If the Initial Lender in any way takes, attempts to take, or threatens to take any action in violation of this Section 7 or fails to take any action required by this Section 7, Belize may obtain relief against the Initial Lender or any third party by injunction, specific performance, and other appropriate equitable relief, it being stipulated and agreed by the Parties that (a) the damages of Belize from the Initial Lender's actions or omissions may at that time be difficult to ascertain and may be irreparable and (b) the Initial Lender waives any defense that Belize cannot demonstrate damage or can be made whole by the awarding of damages; provided that nothing in this Section 7.2 shall be construed as limiting or waiving the agreement of the Parties to resolve all disputes arising out, in relation to, or in connection with this Agreement through binding arbitration in accordance with Section 16.4(b). Belize waives all rights it may have to any monetary damages for a breach of any obligation under this Section 7.

8. EVENTS OF DEFAULT.

If one or more of the following events (each, an “**Event of Default**”) shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and written notice thereof is given by the Administrative Agent (at the instruction of the Required Lenders) to Belize:

(a) Belize fails to pay any amount of principal of or interest on the Loan, or any Additional Payments due in respect thereof, as and when the same shall become due and payable, whether at maturity, by declaration or acceleration, or otherwise, and such failure continues unremedied for a period of 30 days; provided that, for the avoidance of doubt, subject to Belize's responsibility to make any payments due on a Scheduled Payment Date occurring less than 10 days after receipt of a payment under the Parametric Insurance Policy and to cover any shortfall as provided in Section 2.8(b), in the event that the conditions set forth in Section 2.8(b) clauses (i) and (ii) are satisfied, Belize's failure to make a payment of principal and interest after a Covered Catastrophic Event with respect to Parametric Insurance Policy amounts payable in accordance with Section 2.8(b) shall not be an Event of Default; or

(b) Belize fails to make any payment due and payable pursuant to Sections [●]⁴ the Conservation Funding Agreement, as and when the same shall become due and payable, whether at maturity, by declaration or acceleration, or otherwise, and such failure has not been waived or otherwise modified or continues unremedied for a period of 60 days; or

(c) any representation or warranty provided in Section 4.8 or Section 4.13 is proven to have been incorrect when made or deemed made; or

(d) any other representation, warranty, certification or statement of fact (other than pursuant to Section 4.8 or Section 4.13) made or deemed made by or on behalf of Belize in this Agreement shall prove to have been incorrect in any material respect (or, in the case of any

⁴ Note to Draft: Conservation Payments, Conservation Event Payments and Management Fees.

such representation or warranty under this Agreement already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made (unless cured within 60 days after written notice thereof has been provided to Belize by the Administrative Agent); or

(e) Belize, the Government or any Agency fails to duly observe or perform the covenants provided in Section 5.6, Section 6.3 or Section 6.4; or

(f) Belize fails to duly observe or perform any of the other covenants or agreements provided herein, and such failure continues for a period of 60 days after written notice thereof has been provided to Belize by the Administrative Agent, which 60-day time period shall be automatically extended solely with respect to the covenants contained in Section 5.1 to the extent the Government is diligently seeking to cure such failure; or

(g) any other Indebtedness of Belize owed to the Lenders or any of its Affiliates shall not be paid when due and any grace period applicable to such payment default shall have expired or any such Indebtedness shall become due and payable due to acceleration upon an event of default (and such acceleration shall not have been rescinded or annulled) or due to mandatory prepayment; or

(h) Belize or a court of proper jurisdiction shall declare a general suspension of payments or a moratorium on payment of Belize's Public Debt; or

(i) the validity of this Agreement shall be contested in a formal administrative, legislative or judicial proceeding by Belize, the Government or any legislative, executive or judicial body or official of Belize or the Government which is authorized in each case by law to do so and, acting alone or together with another such body or official, has the legal power and authority to declare or have this Agreement declared invalid or unenforceable, or Belize shall deny any of its obligations hereunder to the Lenders or the Administrative Agent, or any constitutional provision, treaty, convention, law, regulation, official communique, decree, ordinance or policy of the Jurisdiction, or any final decision by any court in the Jurisdiction having jurisdiction, shall purport to render any material provision of this Agreement, invalid or unenforceable or shall purport to prevent or delay the performance or observance by Belize of any of its material obligations hereunder to the Lenders or the Administrative Agent; or

(j) any constitutional provision, treaty, convention, law, regulation, ordinance, decree, consent, approval, license or other authority necessary to enable Belize to make or perform its material obligations under this Agreement or the Direct Agreement, or the validity or enforceability thereof, shall expire, be withheld, revoked, terminated or otherwise cease to remain in full force and effect, or shall be modified in a manner which adversely affects any rights or claims of the Lenders or the Administrative Agent; or

(k) Belize shall have become a Sanctioned Country or a Sanctioned Person or the Government or any of its Agencies shall have become a Sanctioned Person; or

(l) Belize or the Government shall be designated by the Secretary of State of the United States as a State Sponsor of Terrorism pursuant to section 104(c) of the Export Control Reform Act (50 U.S.C. § 4813(c)), section 40 of the Arms Export Control Act (22 U.S.C. § 2780),

or section 620A of the Foreign Assistance Act of 1961 (22 U.S.C. § 2371).

9. REMEDIES ON DEFAULT, ETC.

9.1 Termination of Commitment and Acceleration of the Loan.

If any Event of Default has occurred and is continuing, the Administrative Agent may, at the written request of the Required Lenders, by written notice to Belize, (a) terminate the Commitment, and thereupon the Commitment (if not theretofore terminated) shall terminate immediately and/or (b) declare the Loan then outstanding to be immediately due and payable.

Upon the Loan becoming due and payable under this Section 9.1, the entire unpaid principal amount of the Loan, plus all accrued and unpaid interest thereon and all other amounts payable hereunder, shall all be immediately due and payable, in each and every case without presentment, demand, protest or notice of any kind, all of which are hereby waived by Belize.

9.2 Other Remedies.

If any Default or Event of Default has occurred and is continuing, and irrespective of whether the Loan has become or has been declared immediately due and payable under Section 9.1, the Administrative Agent, at the written request of the Required Lenders, at any time, may proceed to protect and enforce its rights by any action commenced pursuant to Section 16.4 for any remedy available at law or in equity, whether for the specific performance of any agreement contained herein, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

9.3 Rescission.

At any time after the Loan has been declared due and payable pursuant to Section 9.1, the Administrative Agent, at the written request of the Required Lenders, by written notice to Belize, may rescind and annul any such declaration and its consequences. No rescission and annulment under this Section 9.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

9.4 No Waivers or Election of Remedies, Expenses, etc.

No course of dealing and no delay on the part of the Administrative Agent or Lenders in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such Administrative Agent's or Lenders' rights, powers or remedies. No right, power or remedy conferred by this Agreement, upon the Administrative Agent or the Lenders thereof shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

10. EXPENSES, ETC.

10.1 Transaction Expenses.

Belize shall pay, or cause to be paid, on demand, all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees of a special counsel, local or other counsel) incurred by the Administrative Agent and the Lenders in connection with (a) the administration of, or amendments, waivers or consents under or in respect of this Agreement (whether or not such amendment, waiver or consent becomes effective), (b) enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, or by reason of being the Administrative Agent or the Lenders, and (c) any work-out or restructuring of the transaction contemplated hereby.

10.2 Survival.

The obligations of Belize under Section 2.11, Section 16.7, and this Section 10 will survive the payment or transfer of the Loan (or any portion thereof), the enforcement, amendment or waiver of any provision of this Agreement, and the termination of this Agreement.

11. ENTIRE AGREEMENT.

This Agreement and the Direct Agreement embody the entire agreement and understanding between the Lenders, Belize and the Administrative Agent and supersede all prior agreements and understandings relating to the subject matter hereof.

12. AMENDMENT AND WAIVER.

No amendment or waiver of any provision of this Agreement nor consent to any departure by Belize therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and acknowledged by the Administrative Agent and, in the case of amendments only, Belize pursuant to a resolution of the National Assembly of Belize, and then such waiver or consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

13. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (b) by a recognized overnight delivery service (with charges prepaid), or (c) via email. Any such notice must be sent:

(a) if to the Lenders, to (i) the Initial Lender, to it at 4245 Fairfax Dr., #100, Arlington VA 22203, Attn: Legal Corporate Services. Email: LegalCS@tnc.org, or at such other address as the Initial Lender shall have specified to the Administrative Agent and Belize in writing from time to time, and (ii) to any other Lender at the addresses specified in the Assignment and Assumption Agreement to which it is a party, or at such other address as such Lender shall have specified to Administrative Agent and Belize in writing from time to time, or

(b) if to Belize, to it at to the Financial Secretary of the Ministry of Finance, Sir Edney Cain Building, Belmopan City, Belize, Attention: Financial Secretary, e-mail address joseph.waight@mof.gov.bz, with a copy to Sullivan & Cromwell LLP, 125 Broad Street, New

York, New York 10004, Attention: James L. Bromley / Werner F. Ahlers, e-mail addresses bromleyj@sullcrom.com / ahlersw@sullcrom.com, or at such other address as Belize shall have specified to the Lenders and the Administrative Agent in writing from time to time, or

(c) if to the Administrative Agent, to it at 4245 Fairfax Dr., #100, Arlington VA 22203, Attn: Legal Corporate Services. Email: LegalCS@tnc.org, or at such other address as the Administrative Agent shall have specified to the Lenders and Belize in writing from time to time.

14. ASSIGNMENTS BY THE LENDERS; CERTAIN SECURITY INTERESTS.

(a) The Lenders shall not have the right to assign, dispose of, convey or otherwise transfer to any Person any portion of the Lender's rights under this Agreement without Belize's prior written consent; provided that, if an Event of Default has occurred and is continuing, Belize's prior written consent shall not be required with respect to an assignment (i) of all or any part of the Initial Lender's rights under this Agreement to the DFC (to the extent required in accordance with the Political Risk Insurance Policy), (ii) if the Blue Bonds have been redeemed in connection with an Extraordinary Redemption Event, in connection with such extraordinary redemption, of all of the Lender's rights under this Agreement to one or more Persons (to the extent permitted by applicable Law and in accordance with the Issue Deed) or (iii) an assignment by any Lender that became a Lender in accordance with the immediately foregoing clause (ii) in connection with an Extraordinary Redemption Event or at any time thereafter; and provided further that, if a Funding Facility Event of Default has occurred and is continuing, Belize's prior written consent shall not be required with respect to an assignment to the Issuer or the Funding Facility Security Agent. The parties to each assignment, other than an assignment to DFC, pursuant to this Section 14 shall execute and deliver to the Administrative Agent the Assignment and Acceptance Agreement.

(b) Prior to the redemption of the Blue Bonds in connection with an Extraordinary Redemption Event, the Lenders shall not have the right to sell participations to any Person in any portion of the Lender's rights and obligations under this Agreement (including all or a portion of the Loan at the time owing to the Lender) without Belize's prior written consent.

(c) Prior to the redemption of the Blue Bonds in connection with an Extraordinary Redemption Event, the Lenders shall not have the right to pledge or assign a security interest in all or any portion of its rights under this Agreement to any Person without Belize's prior written consent; provided that Belize's prior written consent shall not be required with respect to any pledge or assignment by the Initial Lender of a security interest in all or any portion of the Initial Lender's rights under this Agreement to (i) the DFC (to the extent in accordance with the Political Risk Insurance Policy) or (ii) the Issuer or the Funding Facility Security Agent (in each case, subject to any rights of DFC under the Political Risk Insurance Policy and under the Subordination and Release Agreement and solely to the extent provided in accordance with the Initial Lender Security Agreement or as expressly contemplated by the Direct Agreement); provided further that no pledge or assignment under this clause (c) shall release any Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. Notwithstanding any other provision in this Agreement, if the Issuer or Funding Facility Security Agent shall become a Lender hereunder, the Issuer or the Funding Facility

Security Agent, in its capacity as Lender, may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement to or for the benefit of the holders of the Blue Bonds under the Issue Deed.

(d) Any purported assignment, disposition, conveyance, sale of participation, pledge or transfer of rights in violation of this Agreement shall be absolutely null and void and have no force or effect, and shall vest no rights in the purported beneficiary of such assignment, disposition, conveyance, sale of participation, pledge or transfer.

15. AGENCY.

15.1 Appointment and Authority.

(a) The Initial Lender, and any subsequent Lender, hereby irrevocably appoints Belize Blue Investment Company, LLC to act on its behalf as the Administrative Agent hereunder and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such other actions and powers as are reasonably incidental thereto. Except as otherwise provided in Section 15.6(b), the provisions of this Section 15.1(a) are solely for the benefit of the Administrative Agent, the Lenders, and Belize shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Required Lenders shall have the right to instruct the Administrative Agent to take such actions on their behalf and to exercise such powers as are delegated to the Administrative Agent under this Agreement. Any action taken by the Administrative Agent or the Required Lenders in accordance with the provisions of this Agreement, and the exercise by the Administrative Agent or the Required Lenders of the powers set forth herein, together with such other actions and powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders.

15.2 Right as a Lender.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, Belize or any Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

15.3 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except for those expressly set forth herein, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise as directed in writing by the Required Lenders; provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to this Agreement, or applicable law; and

(iii) shall not, except as expressly set forth herein, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Belize or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders, or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by Belize or a Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Section 3 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

15.4 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the

Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for Belize), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

15.5 Delegation of Duties.

With the prior written consent of Belize, the Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder by or through any one or more sub-agents appointed by the Administrative Agent; provided that no consent shall be required if the sub-agent is an Affiliate of the Initial Lender; and provided further that Belize's prior written consent shall not be required if an Event of Default has occurred and is continuing. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Affiliates of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

15.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and Belize. Upon receipt of any such notice of resignation, the Required Lenders shall, with the prior written consent of Belize, have the right to appoint a successor, which shall be either an Affiliate of any Lender or a bank with an office in [●]; provided that Belize's prior written consent shall not be required (i) if an Event of Default has occurred and is continuing or (ii) a Funding Facility Event of Default has occurred and is continuing. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Lenders) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, with the prior written consent of Belize appoint a successor Administrative Agent meeting the qualifications set forth above; provided that Belize's prior written consent shall not be required if an Event of Default has occurred and is continuing. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed

Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder. No fees shall be payable by Belize to any Administrative Agent unless otherwise agreed between Belize and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder, the provisions of this [Section 15](#), [Section 10](#), and [Section 16.7](#) shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

15.7 Non-Reliance on Agents and Other Lenders.

The Initial Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, or any other Lender or any of their Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. The Initial Lender also acknowledges that it shall, independently and without reliance upon the Administrative Agent, or any other Lender or any of their Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, or any related agreement or any document furnished hereunder. The Initial Lender represents and warrants that this Agreement set forth the terms of a commercial lending facility and certain other facilities set forth herein.

15.8 Erroneous Payments.

(a) Subject to clause (h), if the Administrative Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "**Payment Recipient**") that the Administrative Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding [clause \(b\)](#)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) ([provided that](#) without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this [clause \(a\)](#) with respect to an Erroneous Payment unless such demand is made within 5 Business Days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this [Section 15.8](#) and held in trust for the benefit of the Administrative Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds

(in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of the preceding clause (z) of this Section 15.8(b)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in clauses (x), (y) and (z) of this Section 15.8(b)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 15.8(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 15.8(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 15.8(a) or on whether or not an Erroneous Payment has been made.

(c) Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under this Agreement, or otherwise payable or distributable by the Administrative Agent to such Lender under this Agreement with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under Section 15.8(a).

(d)

(i) In the event that an Erroneous Payment (or portion thereof) is not

recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 15.8(a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loan (but not its Commitment) with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Class**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loan (but not Commitments) of the Erroneous Payment Impacted Class, the “**Erroneous Payment Deficiency Assignment**”) (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with Belize) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loan to Belize or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and Belize shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent will reflect in the Register its ownership interest in the Loan subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 14 (including, for the avoidance of doubt, any assignment consent or approval requirements (whether from Belize or otherwise) thereunder), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by any Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by any Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the

Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the Lenders from time to time.

(e) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender to the rights and interests of such Lender) under this Agreement with respect to such amount (the “**Erroneous Payment Subrogation Rights**” (provided that Belize’s obligations under this Agreement in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such obligations in respect of Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by Belize; provided that this Section 15.8 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the obligations of Belize relative to the amount (and/or timing for payment) of the obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided further that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from Belize for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 15.8 shall survive the resignation of the Administrative Agent, the acceleration of the Loan and/or the repayment, satisfaction or discharge of all obligations (or any portion thereof) under this Agreement.

(h) Notwithstanding anything to the contrary contained herein or in any other document or agreement, this Section 15.8 shall have no force or effect unless and until the Blue Bonds have been redeemed in connection with an Extraordinary Redemption Event.

16. MISCELLANEOUS.

16.1 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or

unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

16.2 Construction.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

16.3 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, or other transmission method), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

16.4 Governing Law, Jurisdiction and Service of Process; Waiver of Sovereign Immunity.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, United States, without giving effect to conflict of laws provisions to the extent that the application of the laws of any other jurisdiction would be required thereby.

(b) Any dispute arising out of, in relation to, or in connection with this Agreement shall be resolved through final and binding arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce entered in force on January 1, 2021 (“**Rules**”). The Parties expressly agree pursuant to Article 30(2)(b) of the Rules that disputes between the Parties arising under this Agreement are suitable for resolution under the Expedited Procedures set forth in Article 30 and Appendix VI of the Rules (collectively, the “**Expedited Procedures**”), and in furtherance of the foregoing the Parties additionally expressly agree not to (x) contend it is inappropriate to apply, or (y) request that the Court of Arbitration of the International Chamber of Commerce examine the appropriateness of, such Expedited Procedure in any arbitration conducted pursuant to this Agreement, irrespective of the amount in dispute. The arbitration shall be conducted by three (3) arbitrators appointed in accordance with Article 12(4)-(5) of the Rules. The place of arbitration shall be New York, New York, United States. The language of the arbitration shall be English. The arbitral tribunal shall have the right to determine, in the first instance, any and all challenges to the arbitral tribunal’s jurisdiction, including, without limitation, challenges to the scope, existence, and validity of this arbitration agreement. An award of the arbitral tribunal may be enforced in any court of competent jurisdiction. Belize expressly

confirms that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “**Convention**”) has been incorporated into the domestic laws of the Jurisdiction and agrees that: (a) it is bound by the terms of that Convention, including as a treaty obligation and (b) the Convention shall apply to any action to enforce an award issued pursuant to an arbitration conducted in accordance with this Section 16.4.

The prevailing party shall be entitled to, and the tribunal shall award, pre-award and post-award interest on any amounts awarded in an arbitration commenced under this Agreement (the “**Arbitral Award Amount**”). Such interest shall accrue, in the case of arbitrations commenced by the Lender, from the date that an Event of Default occurred and, in the case of arbitrations commenced by Belize, the date of the filing to commence an arbitration proceeding, in each case, at a rate per annum equal to 9%. Interest on the outstanding Arbitral Award Amount shall continue to accrue at a rate per annum equal to 9% until such amounts are paid in Dollars in cash in full by the award debtor. If the award creditor or any successor in interest elects to enforce the award in court, including a court in the United States, the Parties agree that any judgment rendered on the award by the court shall bear post-judgment interest at the rate agreed by the Parties under the formula above for awards rendered by the tribunal in lieu of any other post-judgment interest rate, including the post-judgment interest rate under 28 U.S.C. § 1961 until the award is fully paid in Dollars.

(c) To the extent that Belize or the Government or any of their assets may have, or may hereafter become entitled to or have attributed to them (whether or not claimed), any right of immunity (on the grounds of sovereignty or otherwise), in any jurisdiction, Belize hereby unconditionally and irrevocably waives and agrees not to assert, with respect to the Government and its revenues to the fullest extent permitted by applicable law, any such immunity from jurisdiction, from suit or arbitration, from setoff or counterclaim, from service of process upon it or any agent, from pre-judgment or pre-award attachment, from attachment upon or in aid of execution of judgment or from execution of judgment or other legal process or proceeding for the giving of any relief or for the enforcement of judgments, in any action, suit or proceeding arising out of or based on this Agreement, which may be instituted as provided by this Section 16.4; provided that such waiver of immunity constitutes only a limited and specific waiver for the purposes of this Agreement and under no circumstances shall it be interpreted as a general waiver by Belize or the Government or a waiver with respect to proceedings unrelated to this Agreement.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THEREwith.

16.5 Obligation to Make Payments in Dollars.

Any payment on account of an amount that is payable hereunder in Dollars which is made to the Funding Facility Administrative Agent Account or deemed to have been made by Belize pursuant to Section 2.7 for the account of any Lender in lawful currency of any other jurisdiction (the “**Other Currency**”), whether as a result of any judgment or order or the enforcement thereof or the realization of any security, shall constitute a discharge of Belize’s obligation under this Agreement only to the extent of the amount of Dollars which such Lender could purchase in the New York foreign exchange markets with the amount of the Other Currency

in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday) on which banks in New York are generally open for business following receipt of the payment first referred to above. If the amount of Dollars that could be so purchased is less than the amount of Dollars originally due to such Lender, Belize shall indemnify and save harmless such Lender from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order. For the avoidance of doubt, in no event shall Belize be required to pay more Dollars at the rate of exchange when payment is made than the amount of Dollars stated to be due hereunder, so that in any event Belize's obligations hereunder will be effectively maintained as Dollar obligations.

16.6 English Language.

All notices provided for in this Agreement or the Direct Agreement or made in accordance with herein or therein and all documents delivered under the terms of this Agreement shall either be in English or shall be accompanied by a certified translation into English.

This Agreement and the Direct Agreement has been prepared and signed in English and the parties hereto agree that the English version hereof and thereof (to the maximum extent permitted by applicable law) shall be the only version valid for the purpose of the interpretation and construction hereof and thereof notwithstanding the preparation of any translation into another language hereof or thereof, whether official or otherwise or whether prepared in relation to any proceedings which may be brought in the Jurisdiction or any other jurisdiction in respect hereof or thereof.

16.7 Indemnification.

Belize shall indemnify and hold harmless the Administrative Agent, the Lenders and their Affiliates and their respective directors, officers, employees, agents and advisors (each, an "**Indemnified Party**"), to the fullest extent lawful, from and against any and all losses, claims, penalties, damages, expenses or liabilities whatsoever (including, without limitation, documented fees and disbursements of counsel), incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any pending or prospective investigation, litigation, proceeding or the preparation of any defense or appearing as a third-party witness in connection therewith) arising out of or relating to the execution or delivery of this Agreement and the performance by the parties hereto of their respective obligations hereunder, except to the extent that such losses, claims, penalties, damages, liabilities or expenses (or proceedings in respect thereof) (a) are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence, bad faith or willful misconduct of such Indemnified Party or (b) result from a dispute or claim between Indemnified Parties; provided that in any case, Belize shall not be held liable for any settlement of any such proceedings unless the Indemnified Party has previously notified and consulted with Belize in respect thereof, and Belize has provided its consent in respect of any settlement. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 16.7 applies, such indemnity shall be

effective whether or not such investigation, litigation or proceeding is brought by Belize, any of its directors, security holders or creditors, an Indemnified Party or any other Person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated herein are consummated.

No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to Belize or any of its Agencies or other Affiliates, security holders or creditors for or in connection with the services or transactions contemplated hereby, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence, bad faith or willful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings), and Belize hereby releases and holds harmless (for itself and any person claiming through it) each Indemnified Party from all such liability. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons, except to the extent such interception is due to the gross negligence, bad faith or willful misconduct of such Indemnified Person.

In addition to the foregoing and the obligations of Belize pursuant to Section 2.11, Belize shall indemnify and hold harmless the Indemnified Parties from and against any and all Taxes imposed by a Taxing Authority in Belize or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes or any other taxes or similar charges imposed on the Indemnified Parties in Belize in each case, as a result of or otherwise in connection with the execution, delivery and performance of this Agreement (including but not limited to the Lenders' registration as a business under Belize law, the Lenders' actions with respect to any parametric or political risk insurance policy) and any connection arising from the acquisition, ownership or holding of the Loan, the enforcement of rights under the Loan or the receipt of any payment in respect thereof or under this Agreement.

The indemnity and reimbursement obligations of Belize hereunder shall be in addition to any other liability Belize may otherwise have to an Indemnified Party, shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of Belize and any Indemnified Party and shall survive the enforcement, amendment or waiver of any provision of this Agreement and the termination of this Agreement.

16.8 Right of Setoff.

If an Event of Default shall have occurred and be continuing, the Administrative Agent, the Lenders and each of their Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by any Lender or any such Affiliate to or for the credit or the account of Belize against any and all of the obligations of Belize now or hereafter existing under this Agreement to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations of Belize may

be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lenders and their Affiliates under this Section 16.8 are in addition to other rights and remedies (including other rights of setoff) that the Lenders or their Affiliates may have. The Administrative Agent agrees to notify Belize promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

16.9 No Fiduciary Relationship.

Belize acknowledges that the Lenders do not have any fiduciary relationship with, or fiduciary duty to, Belize arising out of or in connection with this Agreement, and the relationship between Belize and the Lenders in connection herewith is solely that of debtor and creditor. Nothing contained in this Agreement shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between the Lenders and Belize or any other Person. The Lenders shall not in any way be responsible or liable for the debts, losses, obligations or duties of Belize or any other Person other than itself.

16.10 USA Patriot Act.

The Lenders hereby notify Belize that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “**Act**”), they are required to obtain, verify and record information that identifies Belize, which information includes the name, address, tax identification number and other information regarding Belize that will allow each Lender to identify Belize in accordance with the Act.

16.11 Acknowledgment and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Affected Financial Institution arising under this Agreement may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BELIZE, as borrower

By: _____

Name:

Title:

**BELIZE BLUE INVESTMENT COMPANY,
LLC, as Initial Lender**

By: _____

Name:

Title:

**BELIZE BLUE INVESTMENT COMPANY,
LLC, as Administrative Agent**

By: _____

Name:

Title:

ANNEX A

DEFINED TERMS AND INTERPRETATION

1. Defined Terms.

“**Act**” has the meaning set forth in Section 16.10.

“**Additional Covered Borrower Contribution Account**” means an account of the Funding Facility Administrative Agent, as notified by the Funding Facility Administrative Agent to the Administrative Agent, the Initial Lender and Belize from time to time.

“**Additional Payment**” has the meaning set forth in Section 2.11.

“**Administrative Agent**” means Belize Blue Investment Company, LLC, in its capacity as administrative agent under this Agreement, or any successor administrative agent.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” means, at any time, and with respect to any Person, (a) any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and (b) with respect to Belize only, any Agency and (c) with respect to the Government only, any corporation of which the Government and its Agencies beneficially own or hold, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. As used in this definition, “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agency**” means any agency or instrumentality of the Government that is (a) a legal person (corporate or otherwise) separate from the Government and (b) majority-owned or otherwise controlled by the Government (in any case directly or indirectly); provided that, so long as such agency, instrumentality or other legal person does not have the authority to govern, legislate, regulate, levy or collect taxes, fees or duties or grant licenses or permits in the Jurisdiction, it shall not be an “Agency” if it (i) operates primarily as a commercial enterprise, (ii) primarily funds itself in the ordinary course from non-governmental sources without a Government guaranty or other Government assurance of payment or (iii) provides financing substantially to the private sector.

“**Agreement**” has the meaning set forth in the preamble.

“**Annual Financial Information**” means a report published by the Central Bank covering similar topics and providing similar information as historically provided by the Central Bank in the “Annual Report & Statement of Accounts,” subject to applicable laws and regulations.

“**Anti-Corruption Laws**” has the meaning set forth in Section 4.12(a).

“**Anti-Money Laundering Framework**” has the meaning set forth in Section 4.12(b).

“**Arbitral Award Amount**” has the meaning set forth in Section 16.4.

“**Assignment and Acceptance Agreement**” means an assignment and acceptance agreement entered into by an existing Lender and a new Lender in accordance with this Agreement and substantially in the form of Exhibit B.

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Belize**” has the meaning set forth in the preamble.

“**Blue Bond Trustee**” is HSBC Bank USA, National Association, or any successor entity appointed pursuant to the terms of the Blue Bonds.

“**Blue Bonds**” means the “Notes,” as defined in the Issue Deed.

“**Bond Trustee**” is The Bank of New York Mellon.

“**Bonds**” means the senior unsecured bonds issued by Belize due on February 20, 2034 with security identifiers ISIN USP16394AG62.

“**Borrowing**” means the borrowing of the Loan pursuant to Section 2.1(a).

“**Borrowing Request**” means a request by Belize for the Borrowing in accordance with Section 2.2 and substantially in the form of Exhibit A.

“**Business Day**” means any day other than a Saturday, Sunday or legal holiday on which commercial banks and foreign exchange markets are open for business in New York, New York, London, England and the capital city of the Jurisdiction.

“**Central Bank**” means the Central Bank of Belize.

“**Change in Law**” means the occurrence, after the date of this Agreement (or with respect to the Lender, if later, the date on which the Lender becomes (or became, if applicable) the Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein

to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in the implementation thereof, (ii) CRD VI and (iii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or any United States or foreign regulatory authority, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law” regardless of the date enacted, adopted, issued or implemented.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commitment**” means U.S.\$[●].

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Conservation Fund**” means an entity (as described in [Section 2.13\(a\)](#)) that may be funded by the Initial Lender to, among other things, support conservation management activities in the Jurisdiction.

“**Conservation Funding Agreement**” means that certain Conservation Funding Agreement, dated as of the date hereof, between the Initial Lender and Belize.

“**Convention**” has the meaning set forth in [Section 16.4\(b\)](#).

“**Covered Catastrophic Event**” means a fortuitous natural disaster event or successive events that alone or together meet all of the parametric trigger requirements set forth in the then in-force Parametric Insurance Policy.

“**CRD VI**” has the meaning set forth in the Funding Facility.

“**Custody Account**” has the meaning set forth in the Indenture.

“**Debt Service Reserve Account**” has the meaning set forth in the Funding Facility.

“**Default**” means an event or condition, the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“**Default Rate**” means 1% per annum.

“**DFC**” means the United States International Development Finance Corporation, an agency of the United States of America.

“**Direct Agreement**” means that certain Direct Agreement, dated on or about the date hereof, entered into among Belize, the Initial Lender, the Administrative Agent, the Issuer, the Funding Facility Security Agent and the Funding Facility Administrative Agent.

“**Dollars**” and “**U.S.\$**” means the lawful currency of the United States of America.

“**DSRA Amount**” means, as of any date of determination, an amount equal to excess of U.S.\$[●]⁵; *over* any amounts withdrawn from the Debt Service Reserve Account in accordance with this Agreement prior to such date of determination and applied to satisfy a payment obligation of Belize under this Agreement (including to pay costs and expenses incurred in connection with the enforcement of the Lenders’ rights under this Agreement).

“**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“**EEA Resolution Authority**” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“**Effective Date**” means the first date on which all conditions set forth in Section 3.1 have been satisfied.

“**Endowment Account**” means an account in Dollars in the name of the Statutory Trust maintained at [The Bank of New York Mellon] under the Custody Agreement, or such other account as from time to time may be designated by BIC with Belize’s prior written consent.

“**Endowment Account Amount**” means, as of any date of determination, the amount of funds withdrawn from the Endowment Account that have not been returned and deposited in the Endowment Account (other than those amounts that were so withdrawn by the Initial Lender in accordance with the Statutory Trust for the purpose of, applied towards, the payment of costs or expenses of the Initial Lender).

“**Erroneous Payment**” has the meaning assigned thereto in Section 15.8(a).

“**Erroneous Payment Deficiency Assignment**” has the meaning assigned thereto in Section 15.8(d)(i).

“**Erroneous Payment Impacted Class**” has the meaning assigned thereto in Section 15.8(d)(i).

“**Erroneous Payment Return Deficiency**” has the meaning assigned thereto in Section 15.8(d)(i).

⁵ Note to Draft: Insert the amount deemed initially contributed by Belize.

“**Erroneous Payment Subrogation Rights**” has the meaning assigned to it in Section 15.8(e).

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“**Event of Default**” has the meaning set forth in Section 8.

“**Excluded Taxes**” has the meaning set forth in Section 2.11.

“**Expedited Procedures**” has the meaning set forth in Section 16.4(b).

“**Extraordinary Redemption Event**” has the meaning set forth in the Issue Deed.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“**Funding Date**” means, with respect to the Borrowing, the date on which the Funding Facility Administrative Agent makes the disbursement set forth in Section 2.3.

“**Funding Facility**” means that certain credit agreement, dated as of the date hereof, among the Issuer, the Initial Lender, the Funding Facility Administrative Agent and the Funding Facility Security Agent.

“**Funding Facility Administrative Agent**” means HSBC Bank USA, National Association, in its capacity as administrative agent under the Funding Facility, and its successors or assigns.

“**Funding Facility Administrative Agent Account**” means an account of the Funding Facility Administrative Agent, as notified by the Funding Facility Administrative Agent to the Administrative Agent, the Initial Lender and Belize from time to time; provided that, from and after an assignment of the Loan pursuant to Section 14, “Funding Facility Administrative Agent Account” shall mean the account of the Administrative Agent, as notified by the Administrative Agent to Belize from time to time.

“**Funding Facility Event of Default**” means the occurrence of an “Event of Default” as defined in the Funding Facility.

“**Funding Facility Loan Documents**” means the “Loan Documents” as defined in the Funding Facility.

“**Funding Facility Security Agent**” means HSBC Bank USA, National Association, in its capacity as security agent under the Funding Facility, and its successors or assigns.

“**Government**” means the central government of Belize, including any ministry, department or instrumentality thereof, in each case, that is not a separate legal person, corporate or otherwise, separate from the central government.

“**Governmental Authority**” means (a) the government of (i) the United States of America or any State, (ii) the Jurisdiction or (iii) any political subdivision of any of the foregoing or (b) any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of, or pertaining to, any such government.

“**Indebtedness**” means any obligation (whether present or future, actual or contingent) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and leasing). For the avoidance of doubt, the obligations of Belize under the Conservation Funding Agreement shall not be considered as Indebtedness.

“**Indemnified Party**” has the meaning set forth in Section 16.7.

“**Indenture**” means the Trust Indenture, dated as of March 20, 2013, between Belize and The Bank of New York Mellon, as Trustee (as modified by the First Supplemental Indenture, dated as of March 21, 2017, the Second Supplemental Indenture, dated as of August 18, 2020, the Third Supplemental Indenture, dated as of June 16, 2021 and the Fourth Supplemental Indenture, dated as of [●], 2021).

“**Initial Lender**” has the meaning set forth in the preamble.

“**Initial Lender Security Agreement**” means that certain Security Agreement, dated as of the date hereof, between the Initial Lender and the Funding Facility Security Agent.

“**Insurance Policy**” means the Political Risk Insurance Policy and the Parametric Insurance Policy.

“**Interest Calculation Date**” means every Scheduled Payment Date, which for the avoidance of doubt is not subject to the Business Day convention set forth in Section 2.7.

“**Interest Period**” means: (a) initially, the period beginning on the Funding Date and ending on the first Interest Calculation Date thereafter, and (b) thereafter, each subsequent Interest Period shall begin on the last day of the immediately preceding Interest Period and end on the next succeeding Interest Calculation Date; provided that, if any Interest Period would otherwise extend beyond the Maturity Date, such Interest Period shall be shortened to end on the Maturity Date. Determination of an Interest Period is not subject to the Business Day convention set forth in Section 2.7.

“**Interest Rate**” means for each Interest Period, the corresponding “Rate of Interest” set out in the table below for the period during which the last day of such Interest Period occurs:

Rate of Interest	Period
[3.05]% per annum	From, and including the Funding Date, to and including [11/04/2022]

[3.55]% per annum	From, but excluding [11/04/2022], to and including [11/04/2023]
[5.15]% per annum	From, but excluding [11/04/2023], to and including [11/04/2025]
[●]% per annum ⁶	From, but excluding [11/04/2025]

“**Issue Deed**” means that certain issue deed, dated as of the date hereof, between the Issuer and the Blue Bond Trustee.

“**Issuer**” means Platinum Securities Cayman SPC Limited, acting on behalf of and for the account of Series 2021-01 Segregated Portfolio or any successor entity appointed pursuant to the terms of the Blue Bonds.

“**Jurisdiction**” means Belize.

“**Legislation**” has the meaning set forth in Section 3.1(f).

“**Lender**” means the Initial Lender and each other Person that from time to time becomes a party to this Agreement in accordance with Section 14 of this Agreement through, in respect of any such Person other than DFC, the execution and delivery of an Assignment and Acceptance Agreement, in each case other than any Person that ceases to be a party hereto pursuant to such an assignment.

“**Lien**” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance or preferential arrangement which has the practical effect of constituting a security interest with respect to the payment of any obligations with or from the proceeds of any assets or revenues of any kind, whether in effect on the Effective Date or at any time thereafter.

“**Loan**” has the meaning set forth in Section 2.1.

“**Management Agreement**” means the Management Agreement, dated as of the date hereof, by and among the Initial Lender and TNC, without giving effect to any amendments, supplements, waivers or modifications made after the date hereof.

“**Material Adverse Effect**” means a material adverse effect on (a) the ability of Belize to perform its obligations under this Agreement or the Direct Agreement or (b) the validity or enforceability of this Agreement or the Direct Agreement.

“**Maturity Date**” means October 20, 2040.

“**Minister of Finance**” means the Minister of the Government with responsibility for finance.

⁶ Note to Draft: This rate to be set such that the yield of the Blue Loan, as calculated on a 30/360 semi-annually compounded basis, and considering the OID and the application of the Covered Borrower Contribution Amount at Maturity, shall be equal to the interpolated yield of US Treasuries (based on a curve of Active US Treasuries) plus a spread of [4.30 – 4.40]%

“OFAC” has the meaning set forth in Section 4.7.

“Official” has the meaning set forth in Section 4.12(a).

“Other Connection Taxes” mean, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced under this Agreement, or sold or assigned an interest in any loan, this Agreement).

“Other Currency” has the meaning set forth in Section 16.5.

“Parametric Insurance Policy” means any parametric insurance policy for natural disaster issued by the Parametric Insurer benefitting the Lenders and providing coverage for up to one semiannual principal and interest payment on the Loan in the event of a Covered Catastrophic Event and otherwise in form and substance satisfactory to the Required Lenders.

“Parametric Insurance Policy Calculation Agent” means, at any time, the entity designated as the calculation agent under the then in-force Parametric Insurance Policy.

“Parametric Insurance Policy Limit” means, at any time, the total amount payable under the then in-force Parametric Insurance Policy as stated therein.

“Parametric Insurance Premium Payment” has the meaning set forth in the Conservation Funding Agreement.

“Parametric Insurer” means an insurer having a rating of at least A3 from Moody’s or an equivalent rating from S&P Global Ratings, A.M. Best Company Inc. or Fitch Ratings Inc.

“Parties” means, collectively, Belize, the Lenders and the Administrative Agent.

“Payor” has the meaning set forth in Section 2.11.

“Permitted Lien” means: (a) any Lien on property to secure Public Debt arising in the ordinary course of business to finance export, import or other trade transactions, which Public Debt matures (after giving effect to all renewals and refinancing thereof) not more than 1 year after the date on which such Public Debt was originally incurred; (b) any Lien on property to secure Public Debt incurred solely for the purpose of financing any acquisition by Belize (or, in the case of Public Debt guaranteed by Belize, the obligor in respect of such debt) of such property, and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures any renewal or extension of the original financing without any increase in the amount thereof; (c) any Lien on property arising by operation of law other than the law of the Jurisdiction (or pursuant to any agreement establishing a Lien equivalent to one which would otherwise exist under relevant local law other than the law of the Jurisdiction) in connection with Public Debt, including, without limitation, any right of set-off with respect to demand or time deposits with financial institutions and bankers’ liens with respect to property held by financial institutions (in each case deposited with or delivered to such financial institutions in the ordinary

course of the depositor's activities); (d) any Lien existing on property at the time of acquisition, and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures any renewal or extension of the financing secured by such Lien at the time of such acquisition without increase in the amount thereof; (e) any Lien existing as of the Effective Date; (f) any Lien securing Public Debt incurred for the purpose of financing all or part of the costs of the acquisition, construction or development of a project, provided that (i) the holders of such Public Debt agree to limit their recourse to the assets and revenues of such project as the principal source of repayment of such Public Debt and (ii) the property over which such Lien is granted consists solely of such assets and revenues; and (g) any Lien securing Public Debt that (i) is issued by Belize in exchange for secured Indebtedness of any Agency of Belize and (ii) is in an aggregate principal amount outstanding (with debt denominated in currencies other than U.S. dollars expressed in U.S. dollars based on rates of exchange prevailing at the date such debt was incurred) that does not exceed U.S.\$[●].

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having a separate legal personality.

“**Political Risk Insurance Policy**” means the insurance policy provided by the DFC pursuant to that certain Master Contract of Insurance for the Insured Lenders, dated as of [●], between the DFC and the Initial Lender.

“**Political Risk Insurance Provider**” means the DFC (as the insurance provider of the Political Risk Insurance Policy).

“**Prime Minister's Certificate**” means a certificate of the Prime Minister of the Government whose responsibilities extend to the subject matter of such certificate.

“**property**” or “**properties**” means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

“**Public Debt**” means any obligation of or guarantee by Belize that is in the form of, or represented by, bonds, debentures, notes or other similar securities that are or may be quoted, listed or ordinarily purchased or sold on any stock exchange, automated trading system or over-the-counter or other securities market.

“**Quarterly Financial Information**” means a report published by the Central Bank covering similar topics and providing similar information as historically provided by the Central Bank in the “Quarterly Review,” subject to applicable laws and regulations.

“**Required Lenders**” means, at any time, Lenders holding at least 75% of (a) the outstanding amount of the Loan, or (b) if no Loan is outstanding, the amount of the Commitment, as the case may be.

“**Resignation Effective Date**” has the meaning set forth in Section 15.6(a).

“**Responsible Minister**” means the Minister of Finance of Belize and any other minister of the Government designated by the Governor General in writing with responsibility for the administration of the relevant portion of this Agreement.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Rules**” has the meaning set forth in Section 16.4(b).

“**Sanctioned Country**” means, at any time, a country, territory or geographical region which is itself the target of comprehensive economic and trade Sanctions (as of the date hereof, Cuba, Iran, North Korea, the Crimea region of Ukraine and Syria).

“**Sanctioned Person**” means any Person: (a) that is the target of any Sanctions; (b) identified on the “Specially Designated Nationals and Blocked Persons List” maintained by OFAC; (c) as applied to Persons, with its principal place of business in, organized under the laws of or resident in a Sanctioned Country; (d) as applied to governments, the government of a Sanctioned Country, the government of any political subdivision within such Sanctioned Country, or any agency or instrumentality of such governments; (e) that is, by public designation of the United Nations Security Council, the European Union, or Her Majesty’s Treasury of the United Kingdom, the target of any Sanction; (f) with which any party to this Agreement is prohibited from dealing or otherwise engaging in any transaction by any Sanctions Laws; or (g) with respect to entities, any Person owned 50 percent or more in the aggregate by one or more Person or Persons described in the foregoing clauses (b) and (d) (unless ownership by such Persons would not, under applicable Sanctions, mean that the Person so owned would automatically be treated as a target of Sanctions).

“**Sanctions**” has the meaning set forth in Section 4.7.

“**Sanctions Laws**” means all laws, rules, regulations and requirements of any applicable jurisdiction (including the U.S.) concerning or relating to Sanctions.

“**Scheduled Payment Date**” means each April 20 and October 20 up to and including the Maturity Date.

“**Settlement Date**” means the date on which Belize pays the total consideration [of [U.S.\$301,245,202.90]]⁷ owed to holders of Bonds purchased in connection with the Tender Offer.

“**Settlement Deadline**” has the meaning set forth in Belize’s Offer to Purchase and Consent Solicitation Statement, dated September 13, 2021, as amended, modified or supplemented from time to time, but in no case later than November 19, 2021 unless otherwise agreed by the Initial Lender.

“**Stamp Tax**” means all present or future stamp, intangibles, recording, filing, issuance, court or documentary or other tax, duty, fee or other charge of whatever nature from the execution,

⁷ Note to Draft: To be confirmed.

delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement including, without limitation all duties from time to time chargeable under the Stamp Duties Act of Belize.

“**Statutory Trust**” means Belize Blue Conservation Trust, a statutory trust formed by the Initial Lender, as grantor, pursuant to the Delaware Statutory Trust Act, Delaware Code Title 12, Chapter 38, as amended, pursuant to the Trust Agreement.

“**Subordination and Release Agreement**” means that certain Subordination and Release Agreement, dated on or about the date hereof, between the BIC, the Issuer, DFC and HSBC Bank USA, National Association.

“**Tax**” has the meaning set forth in Section 2.11.

“**Taxing Jurisdiction**” has the meaning set forth in Section 2.11.

“**Tender Offer**” means the offer by Belize to purchase for cash any and all of the outstanding Bonds.

“**TNC**” has the meaning set forth in the Preliminary Statements.

“**Trust Agreement**” means that certain BIC Trust Amended and Restated Trust Agreement dated as of the date hereof, by and between Belize Blue Investment Company, LLC, as the depositor and Beneficial Owner (as defined therein), and BNY Mellon Trust of Delaware, as the Owner Trustee (as defined therein).

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

2. Interpretation.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Schedules, Exhibits and Annexes shall be construed to refer to Sections of and Schedules, Exhibits and Annexes to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

**SCHEDULE 2.5
PAYMENT OF INTEREST⁸**

**SCHEDULE 2.7
REPAYMENT OF PRINCIPAL⁹**

**SCHEDULE 4.3
DISCLOSURE SCHEDULE**

**EXHIBIT A
FORM OF BORROWING REQUEST**

**EXHIBIT B
FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT**

**EXHIBIT C
FORM OF OPINION OF THE ATTORNEY GENERAL OF BELIZE**

**EXHIBIT D
FORM OF OPINION OF SULLIVAN & CROMWELL LLP**

⁸ Note to Draft: Insert Schedule [2.6] Payment of Interest from Platinum Loan Agreement

⁹ Note to Draft: Insert Schedule [2.5] Repayment of Principal from Platinum Loan Agreement

CONSERVATION FUNDING AGREEMENT

dated as of November [●], 2021

between

BELIZE

and

BELIZE BLUE INVESTMENT COMPANY, LLC

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Exhibit B	Conservation Fund Terms
Exhibit C	Payment Schedule
Exhibit D	Conservation Report Template

This CONSERVATION FUNDING AGREEMENT, dated as of November [●], 2021 (this “**Agreement**”), by and between the sovereign democratic state of BELIZE (“**Belize**”) and BELIZE BLUE INVESTMENT COMPANY, LLC, a Delaware limited liability company (“**BIC**”).

PRELIMINARY STATEMENTS:

WHEREAS, Belize, as borrower, has entered into that certain Blue Loan Agreement, dated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with BIC, as initial lender, and BIC, as administrative agent, pursuant to which BIC will, subject to the terms and conditions set forth in the Loan Agreement, provide a loan (the “**Loan**”) to Belize to, *inter alia*, acquire, redeem and cancel all of Belize’s outstanding U.S. Dollar Bonds due 2034; and

WHEREAS, it is a condition precedent to the obligations of BIC to make the Loan under the Loan Agreement that Belize enter into this Agreement to, *inter alia*, undertake the implementation of the conservation commitments (each such commitment, a “**Conservation Commitment**”) specified in Exhibit A (the “**Conservation Commitments Annex**”), to fund the Endowment Account, to make the Conservation Payments (as defined below) and to pay the Management Fee Reimbursement Amount (as defined below).

NOW, THEREFORE, in consideration of the Loan Agreement and the extension of credit thereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

As used in this Agreement, the following terms have the respective meanings set forth below:

“**Additional Covered Borrower Contribution Account**” has the meaning set forth in the Loan Agreement.

“**Additional Payment**” has the meaning set forth in Section 14.8(b).

“**Affiliate**” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person. For the avoidance of doubt, the Conservation Fund shall not be deemed an Affiliate of Belize. As used in this definition, “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agency**” means any agency or instrumentality of the Government that is (a) a legal person (corporate or otherwise) separate from the Government and (b) majority-owned or otherwise controlled by the Government (in any case directly or indirectly); provided that, so long

as such agency, instrumentality or other legal person does not have the authority to govern, legislate, regulate, levy or collect taxes, fees or duties or grant licenses or permits in the Jurisdiction, it shall not be an “Agency” if it (i) operates primarily as a commercial enterprise, (ii) primarily funds itself in the ordinary course from non-governmental sources without a Government guaranty or other Government assurance of payment or (iii) provides financing substantially to the private sector.

“**Agreement**” has the meaning ascribed thereto in the preamble.

“**Anti-Money Laundering Framework**” has the meaning ascribed thereto in Section 4.11(b).

“**Appropriation Act**” means a bill providing for the issue from the Consolidated Revenue Fund of the sums necessary to meet certain expenditures and the appropriation of those sums for the purposes specified therein.

“**Arbitral Award Amount**” has the meaning ascribed thereto in Section 14.5(c).

“**BBRRS**” has the meaning set forth in Section 4.16.

“**Base Conservation Event Payment Amount**” means, for any date of determination, the aggregate amount equal to U.S.\$250,000 for each Payment Date on which at least one Conservation Event remains outstanding (uncured and unwaived).

“**Belize**” has the meaning set forth in the preamble.

“**Belize Dollar Account**” means an account in Belize Dollars in the name of BIC to be maintained at a bank licensed under the laws of Belize and designated by BIC.

“**Belize Dollar Equivalent Amount**” means the amount of Belize Dollars that would allow BIC to purchase in the New York, New York foreign exchange markets an amount in Dollars that is equal to the applicable Conservation Payment, in accordance with normal banking procedures at the rate of exchange prevailing on the date of the payment of the applicable Conservation Payment in Belize Dollars.

“**Belize Dollars**” means the lawful currency of Belize.

“**Belize Network of NGOs**” means the unincorporated association of non-governmental organizations that operate in all sectors in Belize (or the successor to such association), which, as of the Effective Date, includes as its members Belize Audubon Society, Association of Protected Areas Management Organization, Belize Bird Rescue, Belize Coalition to Save Our Natural Heritage, Belize Council for the Visually Impaired, Belize Emergency Response Team, Belize Hotel Association, Belize Tourism Industry Association, Ecology Project International, Friends for Conservation and Development, Friends of Swallow Caye, Hand in Hand Ministries, Haven House, Help Age Belize, Humana People to People Belize, Monkey Bay Wildlife Sanctuary, National Garifuna Council, Oceana, Sarstoon Temash Institute for Indigenous Management, Sarteneja Alliance for Conservation and Development, Spouse of Caricom Leaders Action Network and The Scout Association of Belize.

“BIC” has the meaning set forth in the preamble and its successors and permitted assigns pursuant to the terms of this Agreement.

“BIC Account” means the account in Dollars in the name of BIC at The Bank of New York Mellon or such other account in Dollars that BIC may specify to Belize from time to time with reasonable advance notice.

“BIC Insolvency Condition” means BIC (i) being the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, (ii) having a receiver, conservator, trustee, administrator, custodian or assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed, (iii) having taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, (iv) having had any order for relief in such proceeding entered and in effect in respect thereof, (v) being wound-up, liquidated or dissolved, or (vi) having had any order for the attachment, seizure, foreclosure, sale or enforcement of any lien or encumbrance entered and in effect in respect of any material asset owned by BIC.

“BIC Payment Suspension Condition” means one or more of the following conditions: (i) a BIC Insolvency Condition, (ii) BIC ceasing to be a direct or indirect wholly owned subsidiary of TNC, or (iii) BIC having not yet paid all amounts previously received in the Belize Dollar Account to the Conservation Fund (net of bank and escrow fees) in accordance with Section 3.2; provided that the condition in clause (iii) shall not be met if either (x) an Interference Condition has occurred and is continuing or (y) for so long as BIC continues to withhold all of the amounts previously received in the Belize Dollar Account in respect of up to four (and no more than four) Conservation Payments because the Conservation Fund has been designated a Non-Compliant Conservation Fund Entity and a replacement Conservation Fund has not been designated pursuant to Section 6.3.

“Borrowing Date” has the meaning set forth in the Credit Agreement, dated as of the date hereof, between Platinum Securities Cayman SPC Limited (acting in respect of Series 2021-01 Segregated Portfolio), as lender, HSBC Bank USA, National Association, as administrative agent and security agent and BIC, as borrower, without giving effect to any amendments, supplements, waivers or modifications made after the date hereof.

“Business Day” means any day other than a Saturday, Sunday or legal holiday on which commercial banks and foreign exchange markets are open for business in New York, New York and Belmopan, Belize.

“CCRIF” means the Caribbean Catastrophe Risk Insurance Facility and includes the Segregated Portfolio Company comprising the facility, or any successor thereof, with whom Belize has entered into CCRIF Policies.

“CCRIF Policies” means (i) the Parametric Insurance Contract, dated June 1, 2020, between Belize and CCRIF SPC to insure against risks of earthquakes and tropical cyclones, (ii) the Parametric Insurance Contract, dated June 1, 2020, between Belize and CCRIF SPC to insure against risks of excess rainfall and (iii) any successor policy to the contracts referenced in clauses (i) and (ii), in each case including any documents incorporated by reference therein and

any attachments, annexes, appendices or supplements thereto (including but not limited to the applicable coverage summary and associated loss curve data spreadsheet), as such CCRIF Policy may be amended or supplemented from time to time.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Conservation Commitments**” has the meaning set forth in the preliminary statements.

“**Conservation Commitments Annex**” has the meaning set forth in the preliminary statements.

“**Conservation Event**” means (i) the failure by Belize to achieve a Conservation Milestone prior to the expiration of the applicable grace period set forth in the Conservation Commitments Annex, as such period may be extended by BIC in its discretion, and (ii) in respect of each Conservation Milestone, the occurrence of any of the circumstances specified in Exhibit A as resulting in a Conservation Event in respect of such Conservation Milestone following its achievement.

“**Conservation Event Payment**” has the meaning set forth in Section 3.4(a).

“**Conservation Event Payment Account**” means an account in Dollars in the name of the Statutory Trust maintained at The Bank of New York Mellon under the Custody Agreement, or such other account as from time to time may be designated by BIC with Belize’s prior written consent.

“**Conservation Event Payment Amount**” means, with respect to each Payment Date, the Base Conservation Event Payment Amount plus an amount equal to the number of Conservation Events that have occurred and are continuing as of such Payment Date times U.S.\$50,000.

“**Conservation Fund**” means, at any given time, (i) unless replaced pursuant to Section 6.3, the initial entity to be funded by BIC satisfying all the requirements described in Exhibit B, or (ii) any Qualifying Conservation Entity that has replaced the previous Conservation Fund pursuant to Section 6.3.

“**Conservation Milestones**” has the meaning set forth in the Conservation Commitment Annex.

“**Conservation Payment**” means, with respect to each Payment Date, the payment in the amount set forth in the Payment Schedule for such Payment Date. For the avoidance of doubt, Conservation Payments include Conservation Payments that become Deferred Payments.

“**Consolidated Revenue Fund**” means the fund comprising all revenues or other moneys raised or received by Belize (not being revenues or other moneys payable under the

Constitution of Belize or any other law into some other public fund established for a specific purpose) as provided for by section 114(1) of the Constitution of Belize.

“**Convention**” has the meaning set forth in Section 14.5(b).

“**Custody Account**” has the meaning set forth in the Custody Agreement.

“**Custody Agreement**” means that certain Custody Agreement dated as of the date hereof between the Statutory Trust and The Bank of New York Mellon.

“**Deferred Payments**” has the meaning set forth in Section 3.5(a).

“**Debt Service Reserve Account**” has the meaning set forth in the Loan Agreement.

“**DFC**” means the U.S. International Development Finance Corporation.

“**Dollars**” and “**U.S.\$**” means the lawful currency of the United States of America.

“**Effective Date**” has the meaning set forth in Section 14.11(a).

“**EIAs**” has the meaning set forth in Section 4.16.

“**End Date**” means the Initial End Date or, if the same has been extended pursuant to Section 3.5, the Extended End Date.

“**Endowment Account**” means an account in Dollars in the name of the Statutory Trust maintained at The Bank of New York Mellon under the Custody Agreement, or such other account as from time to time may be designated by BIC with Belize’s prior written consent.

“**Endowment Shortfall Amount**” means the amount of funds withdrawn from the Endowment Account and applied to satisfy BIC’s payment obligations pursuant to the Platinum Loan Agreement in excess of the amount that Belize is ordered to pay pursuant to an arbitration award issued under an arbitration proceeding commenced under the Loan Agreement.

“**Environmental Impact Assessment Regulations**” means the Environmental Impact Assessment Regulations, as amended, promulgated pursuant to the Environmental Protection Act, Chapter 328 of the Substantive Laws of Belize.

“**Event**” means any Earthquake Event, Tropical Cyclone Event or Covered Area Rainfall Event (each as defined in the CCRIF Policies).

“**Expedited Procedure**” has the meaning set forth in Section 14.5(b).

“**Extended End Date**” has the meaning set forth in Section 3.5(c).

“**FATF**” has the meaning set forth in Section 4.11(b).

“**Government**” means the central government of Belize, including any ministry, department or instrumentality thereof, in each case, that is not a separate legal person, corporate or otherwise, separate from the central government.

“**Governmental Authority**” means (a) the government of (i) the United States of America or any State thereof, (ii) Belize or (iii) any political subdivision of any of the foregoing or (b) any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of, or pertaining to, any such government.

“**Jurisdiction**” means Belize.

“**Indemnified Party**” has the meaning set forth in Section 14.9(a).

“**Initial Conservation Fund**” has the meaning set forth in Section 5.1(a).

“**Initial End Date**” means November [*day of signing*], 2041.

“**Interference Condition**” means the continuation without cure for a period of thirty (30) days of a breach by Belize in any material respect of its obligations under Section 5.1(c).

“**Legislation**” means legislation to (among other things): (a) authorize Belize to enter into this Agreement and to make all payments contemplated hereunder, including that all such payments are duly charged on the Consolidated Revenue Fund and shall be further authorized through Appropriation Acts duly passed for the periods in which the payments are due, (b) confer on BIC a full exemption from the provisions of any law from time to time requiring any registration of this Agreement as well as from the Belize Exchange Control Regulations Act (as revised in 2011 or as may be subsequently amended or supplemented) and regulations made thereunder from time to time in respect to the payments to be made hereunder, and (c) confer on BIC a full exemption from any and all Taxes including exemption from taxes that are both (x) payable by BIC in Belize in respect of the payments to be made to it by Belize under this Agreement and the Loan Agreement and (y) imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes or any other taxes or similar charges imposed on BIC in Belize.

“**Loan**” has the meaning set forth in the preliminary statements.

“**Loan Agreement**” has the meaning set forth in the preliminary statements.

“**Management Agreement**” means the Management Agreement, dated as of the date hereof, by and among BIC and TNC, without giving effect to any amendments, supplements, waivers or modifications made after the date hereof to which Belize has not consented in writing.

“**Management Fee Reimbursement Amount**” means the amount equal to U.S.\$143,880, which is the quarterly fee payable by BIC to TNC pursuant to the Management Agreement.

“**Marine Environment Information**” means information reasonably satisfactory to BIC (including in report form, if required by DFC) regarding the marine environment of Belize

as necessary to enable BIC to satisfy its obligations under the Political Risk Insurance Policy (as defined in the Loan Agreement) and as reasonably necessary to monitor Belize's compliance with the Conservation Commitments.

“Non-Compliant Conservation Fund Entity” has the meaning set forth in Section 6.3.

“OFAC” means the U.S. Department of the Treasury's Office of Foreign Assets Control.

“Official” has the meaning set forth in Section 4.11(c).

“Other Connection Taxes” means, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, or sold or assigned an interest in this Agreement).

“Other Currency” has the meaning set forth in Section 14.6.

“Parametric Coverage Period” has the meaning set forth in Section 3.2(c).

“Parametric Insurance Policy” means the insurance policy issued by the Parametric Insurer benefitting BIC, as lender under the Loan Agreement, and providing coverage for up to one (1) semiannual principal and interest payment on the Loan in the event of an Event and otherwise in form and substance satisfactory to BIC.

“Parametric Insurance Premium Payments” has the meaning set forth in Section 3.2(b).

“Parametric Insurer” means an insurer having a rating of at least A3 from S&P Global Ratings, A.M. Best Company Inc. or Fitch Ratings Inc.

“Parties” means, collectively, Belize and BIC.

“Payment Date” means February 4, May 4, August 4 and November 4 of each calendar year or, if such date is not a Business Day, the immediately succeeding Business Day.

“Payment Schedule” means the payment schedule attached hereto as Exhibit C.

“Payor” has the meaning set forth in Section 14.8(a).

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having a separate legal personality.

“**Public Debt**” means any obligation of or guarantee by Belize that is in the form of, or represented by, bonds, debentures, notes or other similar securities that are or may be quoted, listed or ordinarily purchased or sold on any stock exchange, automated trading system or over-the-counter or other securities market.

“**Qualifying Bank**” means any bank licensed under the laws of Belize, not controlled by Belize or any Agency thereof.

“**Qualifying Conservation Entity**” means, in respect of any replacement of the Conservation Fund pursuant to Section 6.3, an entity that meets, at the time of such replacement, all of the requirements set forth in Exhibit B; provided that, during the continuance of an Interference Condition, such entity is not required to meet the requirement set forth in clause (l) of Exhibit B.

“**Qualifying Conservation Payment Escrow Account**” means an escrow account in the name of BIC for the benefit of the Conservation Fund at a Qualifying Bank in Belize under an escrow agreement in customary form and substance for purposes of ensuring the Conservation Fund’s right to receive proceeds from such escrow account.

“**Replacement Event**” has the meaning set forth in Section 6.3(a).

“**Risk/Reward Ratio Condition**” means, in respect of any potential insurance policy that BIC is considering acquiring as a Parametric Insurance Policy, the condition that the applicable Parametric Insurance Premium Payment would cover at least 50% of the applicable coupon.

“**Rules**” has the meaning set forth in Section 14.5(b).

“**Sanctioned Country**” means, at any time, a country, territory or geographical region which is itself the target of comprehensive economic and trade Sanctions (as of the date hereof, Cuba, Iran, North Korea, the Crimea region of Ukraine and Syria).

“**Sanctions**” has the meaning set forth in Section 4.6.

“**Sanctions Laws**” means all laws, rules, regulations and requirements of any applicable jurisdiction (including the U.S.) concerning or relating to Sanctions.

“**Specified Payment**” has the meaning set forth in Section 3.6(a).

“**Stamp Tax**” means all present or future stamp duty, intangibles, recording, filing, issuance, court or documentary or other tax, duty, fee or other charge of whatever nature from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement.

“**Statutory Trust**” means the Belize Blue Conservation Trust, a statutory trust formed by BIC, as grantor, pursuant to the Delaware Statutory Trust Act, Delaware Code Title 12, Chapter 38, as amended, pursuant to the Trust Agreement.

“**Tax**” has the meaning set forth in Section 14.8(a).

“**Taxing Jurisdiction**” has the meaning set forth in Section 14.8(b).

“**Termination Event**” has the meaning set forth in Section 7.1.

“**Termination Payment**” has the meaning set forth in Section 7.2(a).

“**TNC**” means The Nature Conservancy.

“**Treasury Rate**” means the yield calculated by the linear interpolation of the yields, as reported in Federal Reserve Statistical Release H.15 Selected Interest Rates under the heading U.S. Government Securities/Treasury Constant Maturities for the week ending prior to the End Date, of U.S. Treasury constant maturities with maturity dates (one longer and one shorter) most nearly approximating the End Date. In the event Release H.15 is no longer published, BIC shall select a reasonably comparable publication to determine the Treasury Rate.

“**Trust Agreement**” means that certain Belize Blue Conservation Trust Amended and Restated Trust Agreement dated as of the date hereof, by and between Belize Blue Investment Company, LLC, as the depositor and Beneficial Owner (as defined therein), and BNY Mellon Trust of Delaware, as the Owner Trustee (as defined therein).

“**Trust Agreement Management Fee**” means the amount set forth as a “Statutory Trust Fee” in the Payment Schedule, which is the annual fee payable by BIC to BNY Mellon Trust of Delaware, pursuant to the Trust Agreement.

“**Trust Agreement Termination Fee**” means the termination fee set forth in item C.4 of the Payment Schedule.

1.2 Principles of Interpretation.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns; (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (d) all references herein to Sections, Schedules, Exhibits and Annexes shall be construed to refer to Sections of and Schedules, Exhibits and Annexes to, this Agreement; (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time; and (f) the words “asset” and “property” shall be construed to have the same

meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

ARTICLE 2. CONSERVATION COMMITMENTS

2.1 Conservation Commitments.

Belize shall, and shall cause the Government and each of its Agencies, as applicable, to, timely comply with each of the Conservation Commitments.

2.2 Conservation Commitments Reporting and Other Information.

(a) Belize shall deliver to BIC an annual conservation report, substantially in the form of Exhibit D hereto, no later than the date that is the one (1)-year anniversary of this Agreement and annually thereafter, and as otherwise specified in clause 5 of the Conservation Commitment Annex.

(b) As soon as available but in any event before June 15 of each year, Belize shall provide to BIC a reasonable estimate of the number of ocean square miles under legal protection in Belize in such detail to BIC's reasonable satisfaction.

(c) Promptly upon BIC's request, furnish to BIC the Marine Environment Information available to Belize and use reasonable efforts to obtain and furnish to BIC any Marine Environment Information that is not then available to Belize.

2.3 Inspection.

Belize shall permit, and shall cause the Government and its Agencies to permit, the representatives of BIC (which, at BIC's discretion, may include third-party consultants and advisors) and representatives of DFC to visit the sites at which the Conservation Commitments are being implemented and to inspect and discuss the progress thereof with the Government's or the Agencies' officials; provided that any such visits shall (i) occur as often as may be reasonably requested in writing by BIC and on no less than ten (10) Business Days' advance notice, (iii) unless otherwise agreed, occur during normal business hours, (iv) be conducted in a manner that does not unreasonably disrupt the implementation of the Conservation Commitments, (v) comply with applicable security and safety policies and requirements, and (vi) with respect to employees or representatives of third-parties that are not Affiliates of BIC (including consultants and advisor to BIC), be subject to, upon Belize's request, Belize's receipt of a waiver releasing Belize of any claims that may arise in connection with such visit to Belize's reasonable satisfaction. Each party shall bear its own expenses in connection with such visits and inspections.

ARTICLE 3. FUNDING OF ENDOWMENT ACCOUNT, CONSERVATION PAYMENTS AND CONSERVATION EVENT PAYMENTS

3.1 Funding of Endowment Account.

(a) On the Borrowing Date, Belize shall deposit, or cause BIC or any other Person to deposit, the amount of U.S.\$23,450,000 in immediately available funds into the

Endowment Account. Except as provided in clause (b) of this Section 3.1, Belize shall have no obligation under this Agreement to pay any additional amounts in Dollars into the Endowment Account.

(b) In the event that any amounts are disbursed from the Endowment Account in accordance with Section 2.7 of the Loan Agreement and the Trust Agreement and are applied to satisfy an equal amount of Belize's payment obligations pursuant to the Loan Agreement, Belize shall, within thirty (30) days after such amounts have been applied to satisfy Belize's obligations under the Loan Agreement in accordance with Section 2.7 of the Loan Agreement, deposit into the Endowment Account in Dollars an amount equal to (i) the amount taken from the Endowment Account and so applied *plus* (ii) the Endowment Shortfall Amount, if any. Such deposit shall be made without defense, setoff or counterclaim.

3.2 Conservation Payments, Parametric Insurance Premium Payments and Trust Agreement Management Fee.

(a) Belize shall make the applicable Conservation Payment to BIC on each Payment Date, beginning on the date specified in the Payment Schedule and ending on the End Date, without defense, setoff or counterclaim; provided that (i) if no Termination Event or BIC Payment Suspension Condition has occurred and is continuing, Belize shall make the applicable Conservation Payment into the Belize Dollar Account in immediately available funds in Belize Dollars, (ii) if no Termination Event has occurred and is continuing and a BIC Payment Suspension Condition has occurred and is continuing, then (A) unless the Conservation Fund has been designated as a Non-Compliant Conservation Fund Entity pursuant to Section 6.3, Belize shall instead make the applicable Conservation Payment to the Conservation Fund in immediately available funds in Belize Dollars and (B) otherwise, Belize shall not be required to make such payment unless and until a Qualifying Conservation Payment Escrow Account has been established, at which time Belize shall make all Conservation Payments that accrued but have not been paid pursuant to this sub-clause (B) to such Qualifying Conservation Payment Escrow Account in immediately available funds in Belize Dollars, and (iii) if a Termination Event has occurred and is continuing, Belize shall make the applicable Conservation Payment into an account of the Statutory Trust specified in writing by BIC in immediately available funds in Dollars. In the event that Belize makes any Conservation Payment to BIC in the Belize Dollar Account pursuant to this Section 3.2, then BIC shall pay all such amounts received in the Belize Dollar Account to the Conservation Fund in immediately available funds in Belize Dollars within thirty (30) days; provided that, if, at such time, the Conservation Fund (x) has been designated as a Non-Compliant Conservation Fund Entity pursuant to Section 6.3 or (y) in case of the Initial Conservation Fund, has not opened its first bank account in Belize for the purposes of receiving such amounts, then, in either such case, BIC may withhold such amounts in trust for the Conservation Fund or its future replacement and disburse such amounts as soon as reasonably practicable upon, in the case of clause (x), designation of a replacement Conservation Fund with an open bank account in Belize for the purposes of receiving such amounts pursuant to Section 6.3 or, in the case of clause (y), the Conservation Fund opening such an account.

(b) On February 15 of each calendar year, commencing on February 15, 2022 and ending on February 15, 2040, Belize shall pay to BIC the amount specified for such date in the Payment Schedule (the “**Parametric Insurance Premium Payments**”), without defense, setoff or counterclaim. All Parametric Insurance Premium Payments shall be paid in Dollars. Belize’s obligation to pay the Parametric Insurance Premium Payments is not subject to any deferral pursuant to Section 3.5 or otherwise.

(c) To the extent Belize makes the Parametric Insurance Premium Payment for a particular February 15 pursuant to Section 3.2(b), BIC shall use commercially reasonable efforts to renew the Parametric Insurance Policy then in place, or obtain a new, Parametric Insurance Policy providing coverage for the lower of the two (2) coupon payments on the Loan in the upcoming Parametric Coverage Period, subject to (i) the amount of the premium for such policy not exceeding the Parametric Insurance Premium Payment received on such February 15, (ii) there being market availability of such insurance on commercially reasonable terms, (iii) the Parametric Insurance Policy satisfying the Risk/Reward Ratio Condition and (iv) no Default or Event of Default (as each is defined in the Loan Agreement) having occurred and being continuing under the Loan Agreement at such time. BIC shall undertake commercially reasonable efforts to contract Parametric Insurance Policies with a coverage period for each applicable year from May 1 through April 30 of the following year (the “**Parametric Coverage Period**”).

(d) If, in any year, either (i) no Parametric Insurance Policy is purchased or renewed pursuant to Section 3.2(c) by April 15 of the calendar year in which Belize made the applicable Parametric Insurance Premium Payments to BIC pursuant to Section 3.2(b) or (ii) a Parametric Insurance Policy is purchased or renewed prior to such date and the amount of the premium paid by BIC on such policy is less than the Parametric Insurance Premium Payment so paid by Belize pursuant Section 3.2(b), then BIC shall promptly (and in any event no later than May 1 of such calendar year) pay, in the case of clause (i), the Parametric Insurance Premium Payment paid by Belize for such year or, in the case of clause (ii), the amount by which the Parametric Insurance Premium Payment received by BIC from Belize exceeds the amount actually paid to purchase or renew the applicable Parametric Insurance Policy, to (x) the Additional Covered Borrower Contribution Account or (y) Belize at an account in New York, New York, the United States of America as specified, in the event that Belize has fully satisfied its payment obligations under the Loan Agreement, by Belize.

(e) On August 4 of each calendar year, commencing on August 4, 2022 and ending on August 4, 2041, Belize shall pay to BIC an amount equal to the Trust Agreement Management Fee without defense, setoff or counterclaim; provided that, if this Agreement is extended pursuant to Section 3.5, such payments shall be made until (i) August 4 of the year of the Extended End Date, if such date falls on a date after August 4 or (ii) the Extended End Date, if such date falls on a date prior to August 4. Belize shall pay the Trust Agreement Termination Fee on the date that is the later of the End Date and the Extended End Date. The Trust Agreement Management Fee and Trust Agreement Termination Fee shall be paid in Dollars. Belize’s obligation to pay the Trust Agreement Management Fee and the Trust Agreement Termination Fee is not subject to any deferral pursuant to Section 3.5 or otherwise.

3.3 Management Fee and Reimbursement Amount.

Except as provided in Section 3.6 hereof, Belize shall pay into the BIC Account an amount in immediately available funds in Dollars equal to the Management Fee Reimbursement Amount on each Payment Date, beginning on the date that is three months after the Effective Date and ending on the End Date, without defense, setoff or counterclaim.

3.4 Conservation Event Payments; Remedies in Respect of Conservation Commitments Annex.

(a) If, on a Payment Date, one (1) or more Conservation Events has occurred, is continuing and has not been waived by BIC, then Belize shall pay to the Conservation Event Payment Account on such date an amount in immediately available funds in Dollars equal to the Conservation Event Payment Amount (such payment, a “**Conservation Event Payment**”). Belize shall make each Conservation Event Payment into the Conservation Event Payment Account without defense, setoff or counterclaim. In accordance with the Trust Agreement, the Statutory Trust will hold all Conservation Event Payment Amounts paid by Belize hereunder in the Conservation Event Payment Account for application as provided below.

(b) No later than ten (10) Business Days from the later of (i) the date on which one or more Conservation Milestones underlying one (1) or more Conservation Events that was or were previously continuing has been cured and (ii) BIC shall have received a certificate from Belize certifying the achievement of such Conservation Milestone together with the evidence reasonably demonstrating such cure, BIC shall direct the Statutory Trust to transfer to the Additional Covered Borrower Contribution Account the amount equal to the sum of all Conservation Event Payments previously paid by Belize in respect of such Conservation Event that would not have been payable if only the number of Conservation Events, if any, that remain continuing would have been continuing as of such Payment Dates; provided that, in the event and to the extent that, as of any date of determination, the amount equal to the sum of (x) the amount in the Debt Service Reserve Account and (y) the amount in the Additional Covered Borrower Contribution Account exceeds the amount corresponding to Belize’s outstanding payment obligations under the Loan Agreement, then BIC shall direct the Statutory Trust to transfer any excess amount to Belize at an account specified in writing by Belize; provided, further, that, for the avoidance of doubt, BIC shall only be required to direct the Statutory Trust to transfer the Base Conservation Event Payment Amount pursuant to this Section 3.4(b) and any interest earned in respect of any Conservation Event Payments after all Conservation Events have been cured and the conditions in clause (ii) have been satisfied with respect to all such Conservation Events. Notwithstanding anything in this Section 3.4(b) or otherwise in this Agreement to the contrary, BIC shall not be required to transfer any Conservation Event Payments previously paid by Belize to Belize or to the Additional Covered Borrower Contribution Account following the occurrence of a Termination Event and termination by BIC of this Agreement pursuant to Section 7.2(a). Notwithstanding the foregoing sentence, the amounts held in the Conservation Event Payment Account on the End Date or on the date on which this Agreement is terminated, as the case may be, shall be transferred as an endowment for the Conservation Fund subject to and in accordance with the terms of the

Trust Agreement, and BIC and Belize shall take all actions required under the Trust Agreement to effect such transfer.

(c) Notwithstanding anything in this Agreement to the contrary, Section 14.12 shall not apply to Belize's obligations under Section 2.1 or the undertakings set forth in the Conservation Commitments Annex (including the Conservation Commitments) and Belize shall not have any liability under any provision of this Agreement (including Section 14.9) in respect of such obligations or undertakings other than the Conservation Event Payments to the extent required pursuant to this Section 3.4, which shall be the sole and exclusive remedy under this Agreement with respect to claims arising out of or relating to such obligations or undertakings.

3.5 Deferral upon Parametric Insurance Coverage Event.

(a) In the event of a payment under the Parametric Insurance Policy to BIC by the Parametric Insurer in connection with principal and/or interest due and payable under the Loan Agreement, the Conservation Payments payable on the next two (2) Payment Dates pursuant to Section 3.2 and the Conservation Event Payments (if any) due on the next two (2) Payment Dates pursuant to Section 3.4 (collectively, the **"Deferred Payments"**) shall be deferred as provided below in clause (c) of this Section 3.5.

(b) If an Event occurs and (i) BIC does not maintain a Parametric Insurance Policy at the time such Event occurs, (ii) Belize maintains the CCRIF Policies in full force and effect at such time, (iii) such Event occurs prior to the End Date, (iv) in respect thereof a Policy Payment (as defined in the CCRIF Policies) under the primary trigger has been received by Belize in respect of such Event and (v) CCRIF has issued a written report received by BIC confirming that such Event is an Insured Event (as defined in the CCRIF Policies), Belize shall have the right, by delivering written notice to BIC (including a description in reasonable detail of the Event and satisfaction of other conditions set forth in this clause (b)), to defer the Deferred Payments.

(c) As a result of a deferral pursuant to subsection (a) or granted after a request by Belize pursuant to subsection (b) in each case of this Section 3.5, (i) the Initial End Date shall be extended by six (6) months (such extended date, the **"Extended End Date"**) and (ii) the Deferred Payments originally due on the first Payment Date following the occurrence of the Event shall become due and payable on the date that is three months after the Initial End Date, the Deferred Payments due on the second Payment Date following the occurrence of the Event shall become due and payable on the date that is six (6) months after the Initial End Date; provided that each Deferred Payment shall be subject to the provisions set forth in Sections 3.2 and 3.4, as applicable.

3.6 Specified Payment.

(a) Belize shall irrevocably direct the Custodian (as defined in the Custody Agreement) to, no later than thirty (30) months after the date of this Agreement, pay (x) to BIC (such payment to BIC, the **"Specified Payment"**) an amount equal to the lower of (i) the present value of all outstanding future management fees under the Management

Agreement computed using a discount rate equal to the Treasury Rate and (ii) the amount then outstanding in the Custody Account less any amounts due and payable to the Custodian pursuant to the Custody Agreement, and (y) to the Additional Covered Borrower Contribution Account the amount, if positive, then outstanding in the Custody Account less the amount to be paid pursuant to clause (x) and any amounts due and payable to the Custodian pursuant to the Custody Agreement. If the Specified Payment is the full amount set forth in clause (x)(i) of the preceding sentence, then Belize shall have satisfied and discharged in full its obligations to make any payments in the future under Section 3.3 of this Agreement. If the Specified Payment is less than the amount set forth in clause (x)(i), such payment shall be applied to satisfy and discharge Belize's obligations to make payments under Section 3.3 of this Agreement in respect of each Payment Date following such payment pursuant to this Section 3.6(a), in chronological order; provided that the amount that shall satisfy and discharge such obligations to make such future payments shall be equal to the present value of such payments computed using a discount rate equal to the Treasury Rate.

(b) The Specified Payment shall be made without defense, setoff or counterclaim in immediately available funds not later than 2:00 p.m. New York, New York time at the BIC Account (or such other account specified in writing by BIC) in Dollars.

3.7 Payments Generally.

(a) Notwithstanding anything in this Agreement to the contrary, any payment that is due on a date other than a Business Day shall be made on the immediately succeeding Business Day.

(b) If any payment required to be made under this Agreement shall not be paid in full on the Payment Date on which it is due, Belize shall pay a late charge at a rate of the Interest Rate (as defined in the Loan Agreement) then applicable under the Loan Agreement plus 1% per annum (or the maximum amount permitted by law, whichever is lower) of the full unpaid amount of such payment.

(c) Any payment required to be made hereunder in Dollars shall be made not later than 2:00 p.m. New York, New York time on the date when due. Any payment required to be made hereunder in Belize Dollars shall be made not later than 10:00 a.m. New York, New York time on the date when due and, if the applicable amount so payable is denominated in Dollars hereunder, the amount payable in Belize Dollars shall be equal to the Belize Dollar Equivalent Amount of the applicable Dollar amount as at the date such amount is paid.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Belize hereby represents and warrants on the date hereof and on the Effective Date that:

4.1 Power and Authority.

Belize has the power and authority to execute and deliver this Agreement and to perform its obligations under the provisions hereof, including Belize's obligations in connection with the obtaining of Dollars to make payments under this Agreement and the appointment of representatives to serve as board members of the Conservation Fund.

4.2 Authorization, etc.

This Agreement has been duly authorized by all necessary action on the part of Belize (including any action required (a) to provide the signatories hereto with the authority to execute the Agreement, (b) to waive sovereign immunity to the extent herein waived, and (c) in connection with the obtaining of Dollars to make payments under this Agreement and the payment of such Dollars to Persons resident in the United States of America), and this Agreement constitutes the legal, valid and binding obligation of Belize, enforceable against Belize in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) laws of general applicability relating to or affecting creditors' rights and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Legislation has been enacted and is in full force and effect.

4.3 Compliance with Laws, Other Instruments.

The execution, delivery and performance by Belize of this Agreement and the consummation of the transactions contemplated hereby will not (a) violate any provisions of the Belize Constitution, (b) contravene, result in any breach of, or constitute a default in any material respect under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other contract, agreement, instrument or obligation or any treaties, including any negative pledge covenant included therein, to which Belize is or may be bound or affected, (c) conflict with or result in a breach of any of the terms, conditions or provisions of any consent, approval, authorization, order, judgment, decree or ruling of any court, arbitrator, regulatory body or Governmental Authority having jurisdiction over Belize, the Government or any Agency or over any of their respective properties, including any debt limitations or ceilings contained in any consent of Belize or other consent, approval or authorization referred in Section 4.4, or (d) violate any provision of any statute, law, convention or other rule or regulation of any Governmental Authority applicable to Belize, the Government or any Agency, except in the cases of clauses (b) and (c) for those violations and defaults which individually, or in the aggregate, are not material to Belize.

4.4 Governmental Authorizations, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by Belize of this Agreement, the obtaining of Dollars to make payments under this Agreement, or the payment of such Dollars to Persons resident in the United States of America. No payment of

any Stamp Tax in the Jurisdiction is due in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated herein.

4.5 Litigation.

There is no action, suit or proceeding pending or, to the knowledge of Belize, threatened against or affecting Belize, the Government or any Agency or any property of Belize, the Government or any Agency in any court, governmental agency, authority or body or any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, purports to limit the legality, validity or enforceability of this Agreement.

4.6 Sanctions.

Belize represents that none of it, the Government or any Agency used, directly or knowingly indirectly, the proceeds of the Loan, or lend, contribute or otherwise make available such proceeds to any Person: (a) to fund or facilitate any activities or business of or with any Person that, at the time of such funding or facilitation, is the target of any economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or Switzerland (collectively, "Sanctions") or is resident in any Sanctioned Country, unless permitted by applicable law or regulation or if an appropriate license for any such transaction was obtained from the authority administering the relevant Sanctions; or (b) in any other manner that will result in a violation of Sanctions.

4.7 Pari Passu.

All obligations and liabilities of Belize under this Agreement are general, direct, unconditional, unsubordinated and unsecured obligations of Belize for the payment and performance of which the full faith and credit of Belize has been pledged, which obligations and liabilities rank in right of payment at least *pari passu* with all of the other present and future unsecured and unsubordinated Public Debt.

4.8 No Immunity from Suit or Execution for Belize.

In any proceedings taken in the Jurisdiction or in the United States in relation to this Agreement, Belize will not be entitled to claim, and will not claim, for itself or any of its revenues, immunity from suit, execution, attachment or other legal processes except for limitations on immunity waivers applicable generally to sovereigns under the laws of the United States. The waiver of immunity by Belize pursuant to Section 14.5 is legal, valid and binding on Belize.

4.9 No Proposed Changes in Law.

There is no pending amendment to the laws, regulations, statutes or treaties of Belize, nor any (a) of the foregoing proposed in writing by or to the Government or (b) pending legislation in the Jurisdiction, that, if it were to become effective, could reasonably be expected to have a material adverse effect on the validity or enforceability of this Agreement, the ability of Belize to make payments under this Agreement in such currency as pursuant to the terms and

conditions set forth herein and/or to comply with the terms set forth in the Conservation Commitments Annex.

4.10 No Withholding or Other Charges.

Payments made hereunder by Belize are not subject to withholding or deduction for or on account of tax under the current laws and regulations of Belize or any political subdivision or taxing authority thereof. There is no income, stamp or other tax, levy, impost, deduction or other charges imposed or levied (whether by withholding or otherwise) by Belize or any political subdivision or taxing authority thereof or therein on or by virtue of the execution, delivery or performance by Belize of this Agreement or any of the other documents or instruments to be executed and delivered by Belize in connection herewith.

4.11 Anti-Terrorism; Anti-Money Laundering; Anti-Corruption.

(a) Belize is not designated by the Secretary of State of the United States as a State Sponsor of Terrorism pursuant to section 104(c) of the Export Control Reform Act (50 U.S.C. § 4813(c), section 40 of the Arms Export Control Act (22 U.S.C. § 2780), or section 620A of the Foreign Assistance Act of 1961 (22 U.S.C. § 2371).

(b) Belize, through the Government, has implemented, through measures adapted to its particular circumstances, the necessary laws, regulations, and regulatory and enforcement structures to implement the framework of measures recommended by the Financial Action Task Force (“**FATF**”) in order to combat money laundering and terrorist financing, as well as the financing of proliferation of weapons of mass destruction as set forth in the International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation as promulgated by the FATF (the “**Anti-Money Laundering Framework**”) and has not been identified by the FATF as a jurisdiction with strategic deficiencies in its Anti-Money Laundering Framework.

(c) None of Belize, the Government, its Agencies or, to the knowledge of Belize, any of the Government’s or Agencies’ officials working on the contemplated borrowing under the Loan Agreement or the transactions contemplated hereby or any representative, agent, employee or other person with actual authority to act on behalf of Belize, the Government or its Agencies (each, an “**Official**”) is aware of or has taken any action to request, demand or receive any money or thing of value from any Person to induce an Official to act or refrain from acting, to use an Official’s influence with other Officials, or to confer an improper benefit upon any Person in connection with the borrowing or the subsequent use of the Proceeds (as defined in the Loan Agreement), in each of the foregoing cases, in violation of any applicable domestic or transnational anti-corruption law, including, but not limited to, the Prevention of Corruption Act of Belize, the U.S. Foreign Corrupt Practices Act of 1977, and the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

4.12 Choice of Law.

The choice of New York law in this Agreement is a valid choice of law under the laws of the Jurisdiction and, accordingly, would be recognized and applied by the courts of the Jurisdiction if this Agreement or any claim hereunder is brought before any such court; provided that, in any proceedings in the Jurisdiction for the enforcement of this Agreement, a court in the Jurisdiction would apply procedural law of the Jurisdiction.

4.13 Legal Form.

This Agreement is in proper legal form under the laws of the Jurisdiction for the enforcement thereof in the Jurisdiction against Belize in accordance with its terms, and to ensure the legality, validity or enforceability of this Agreement in the Jurisdiction in accordance with its terms, it is not necessary that it be filed or recorded, except as described under Section 4.4 herein, with any court or other authority in the Jurisdiction or that any Stamp Tax be paid in the Jurisdiction on or in respect of any of said documents.

4.14 No License or Qualification.

It is not necessary under the laws of the Jurisdiction that BIC be licensed, qualified or entitled to carry on business in the Jurisdiction (a) to enforce its rights under this Agreement, (b) by virtue of executing this Agreement, or (c) by virtue of performance by BIC of this Agreement.

4.15 Exchange Controls.

Under current laws and regulations of the Jurisdiction and each political subdivision thereof, all payments to be made pursuant to this Agreement may be freely transferred out of the Jurisdiction and may be paid in, or freely converted into, Dollars.

4.16 No Projects Affecting the Conservation Commitments.

From November 12, 2020 through the Effective Date, the Government has not approved (i) any Environmental Impact Assessments (“**EIAs**”) or Environmental Compliance Plans for any new projects within the Belize Barrier Reef Reserve System (the “**BBRRS**”); (ii) any transfer of public lands within the BBRRS; or (iii) any development projects or EIAs for major development projects (including, but not limited to, cruise ports) that are inconsistent with Belizean law or regulations.

ARTICLE 5. ADDITIONAL COVENANTS OF THE PARTIES

5.1 Additional Covenants of Belize.

Belize hereby covenants that until this Agreement has terminated in accordance with Section 14.11:

(a) Belize shall appoint representatives to fill the seats on the board of the Conservation Fund that are reserved for representatives of Belize, including appointing, or

causing the appointment of, a representative from the Ministry of Blue Economy & Civil Aviation of Belize as the inaugural chairperson of the board of the initial Conservation Fund (such Conservation Fund, the “**Initial Conservation Fund**”); it being understood, that the appointment of the chairperson of the board of the Initial Conservation Fund other than the inaugural chairperson shall be made by the board of the Initial Conservation Fund.

(b) Belize shall, and shall cause each of its Agencies to, use any grant it may receive from the Conservation Fund to supplement funds allocated by Belize in its budget or otherwise for conservation activities, including those set forth in the Conservation Commitments Annex. In order to receive any such grant, Belize or the applicable Agency may be required at the request of the Conservation Fund to demonstrate to the satisfaction of the Conservation Fund that any such amounts being received from the Conservation Fund shall not in any way reduce Belize’s conservation expenditures as a direct result of receipt of a grant from the Conservation Fund through submission to the Conservation Fund of supporting materials such as relevant audited accounts and any other relevant conservation strategy documentation that might demonstrate any such amount shall be a supplement and not a replacement for Belize’s conservation expenditure.

(c) Belize shall not, and shall cause the Government of Belize and its Agencies not to:

(i) appoint, or cause to be appointed, in each case directly or indirectly, representatives of Belize on the board of the Conservation Fund that are subject to or targeted by any Sanctions (or that otherwise do not comply with the requirements to be a member of the board of the Conservation Fund) or that, once appointed, constitute 50% or more of the board members of the Conservation Fund;

(ii) control the Conservation Fund;

(iii) unreasonably withhold or delay any governmental approvals necessary or advisable for the Conservation Fund to operate without undue hindrance in Belize;

(iv) unreasonably withhold or delay the granting of, or rescind, the nonprofit and tax-free status of the Conservation Fund under the laws of Belize;

(v) stipulate, or cause to be effected, such revisions to the governance and operations of the Conservation Fund (or laws that would govern the operations of the Conservation Fund) or take or fail to take any other action such that the Conservation Fund is no longer able to operate effectively as an entity independent from Belize or its Agencies consistent with the requirements of Exhibit B; or

(vi) approve (i) any EIAs for any new development projects within the BBRRS until updates to the Environmental Impact Assessment Regulations, as contemplated in Clause 3(E) of Exhibit A, have been finalized, adopted as laws and become fully effective; (ii) any transfer of public lands in the BBRRS prior to the completion of Milestone 3; or (iii) any major development projects (including, but not limited to, cruise

ports) that are inconsistent with Belizean law or such updates to the Environmental Impact Assessment Regulations.

5.2 No Proceedings

Neither Belize nor any person acting on its behalf may, at any time, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to BIC or any of its officers, shareholders, members, incorporators, corporate service providers or directors or any of its assets.

5.3 Additional Covenants of BIC.

BIC shall not make any payments to a Conservation Fund that has been designated as a Non-Compliant Conservation Fund Entity pursuant to Section 6.3.

ARTICLE 6. CONSERVATION FUND AND ENDOWMENT ACCOUNT

6.1 Endowment Account Funds.

Pursuant to this Agreement, the amounts held in the Endowment Account on the End Date shall be transferred as an endowment for the Conservation Fund subject to and in accordance with the terms of the Trust Agreement, and BIC and Belize shall take all actions required under the Trust Agreement to effect such transfer.

6.2 Acknowledgments and Representations and Warranties of the Parties with Respect to the Conservation Fund and the Endowment Account.

Each of Belize and BIC acknowledges and agrees that:

(a) Belize will be eligible to apply to the Conservation Fund for grants and that neither Belize nor any of its Agencies shall be entitled to receive any other type of funds or funding from the Conservation Fund other than those amounts that Belize may receive as a result of taxes, nominal registration or similar fees or other statutory charges that are generally applicable to not-for-profit or charitable entities and not explicitly or de facto targeted for application to the Conservation Fund;

(b) the Initial Conservation Fund shall be a nonprofit entity formed under the laws of Delaware that satisfies all the requirements set forth in Exhibit B except as otherwise provided herein and that the Initial Conservation Fund shall establish a representative office in Belize;

(c) such Party will at all times be familiar with the laws and internal regulations that govern or will govern the Conservation Fund and its operations;

(d) funds on deposit in the Endowment Account may be used by the Statutory Trust (a) as collateral for BIC's indebtedness under the Loan Agreement or (b) to pay

amounts due and payable by Belize under this Agreement or the Loan Agreement only to the extent permitted by the Trust Agreement;

(e) the Conservation Fund is expected to enter into a Foreign Enterprise Support Agreement (as defined in the Political Risk Insurance Policy) with DFC; and

(f) such Party shall use reasonable efforts to identify appropriate persons to be appointed as its representatives to the Conservation Fund in line with the requirements to be a member of the board of the Conservation Fund.

6.3 Replacement of the Conservation Fund.

(a) If one or more of the following events (each, a “**Replacement Event**”) shall have occurred and be continuing, then BIC and Belize shall have the rights set forth in Section 6.3(b) below:

(i) an Interference Condition is continuing;

(ii) BIC has determined that the Conservation Fund is in breach or otherwise has failed to comply with any agreement to which BIC and such entity are a party or any undertaking by such entity for the benefit of BIC or DFC; or

(iii) the Conservation Fund fails to satisfy any of the requirements set forth in Exhibit B applicable to such entity or otherwise breaches any of its organizational documents in any material respect.

(b) If any Replacement Event has occurred and is continuing, then BIC may designate, by delivery of notice to Belize, the Conservation Fund as a “Non-Compliant Conservation Fund Entity.” If, and only if, a Replacement Event under Section 6.3(a)(iii) has occurred and is continuing, then Belize may designate, by delivery of notice to BIC, the Conservation Fund as a Non-Compliant Conservation Fund Entity.

(c) If the Conservation Fund is designated as a Non-Compliant Conservation Fund Entity, as soon as practicable thereafter, and after good-faith consultations with the Government and the Belize Network of NGOs, BIC may select, by delivery of notice to Belize, a Qualifying Conservation Entity to replace the Conservation Fund. Such selected Qualifying Conservation Entity shall replace the Conservation Fund for all purposes under this Agreement unless, within 30 days of BIC notifying Belize of its selection of a Qualifying Conservation Entity, each of the Belize Network of NGOs and the Government objects in writing to BIC to the replacement of the Conservation Fund with such Qualifying Conservation Entity.

ARTICLE 7. TERMINATION EVENTS

7.1 Termination Events.

If one or more of the following events (each, a “**Termination Event**”) shall have occurred and be continuing (whatever the reason for such Termination Event and whether it shall

be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), BIC shall have the right to exercise the remedies set forth in Section 7.2 below:

(a) Belize fails to make any payment due and payable pursuant to this Agreement, as and when the same shall become due and payable, and such failure continues unremedied for a period of thirty (30) days;

(b) Belize or any Agency fails to duly observe or perform in any material respect any of the other covenants or agreements provided herein, except for those covenants and agreements set forth in Section 2.1, and such failure continues for a period of sixty (60) days after BIC has delivered notice thereof to Belize;

(c) the Loan under the Loan Agreement shall become due and payable due to acceleration (and such acceleration shall not have been rescinded or annulled), or Belize shall have failed to pay the Loan under the Loan Agreement in full on the maturity date;

(d) Belize or a court of proper jurisdiction shall declare a general suspension of payments or a moratorium on payment of Belize's Public Debt;

(e) the validity of this Agreement shall be contested in a formal administrative, legislative or judicial proceeding by Belize, the Government or any executive, legislative, or judicial body or official of Belize which is authorized in each case by law to do so and, acting alone or together with another such body or official, has the legal power and authority to declare this Agreement invalid or unenforceable, or Belize shall deny any of its obligations hereunder to BIC, or any constitutional provision, treaty, convention, law, regulation, official communicate, decree, ordinance or policy of the Jurisdiction, or any final decision by any court in the Jurisdiction having jurisdiction, shall purport to render any material provision of this Agreement, invalid or unenforceable or shall purport to prevent or delay the performance or observance by Belize of any of its material obligations hereunder to BIC;

(f) Belize shall deny any of its obligations hereunder to BIC, or any constitutional provision, treaty, convention, law, regulation, official communicate, decree, ordinance or policy of Belize, or any final decision by any court in Belize having jurisdiction, shall purport to render any material provision of this Agreement, invalid or unenforceable or shall purport to prevent or delay the performance or observance by Belize of any of its material obligations hereunder;

(g) any constitutional provision, treaty, convention, law, regulation, ordinance, decree, consent, approval, license or other authority necessary to enable Belize to, direct or indirectly, make or perform its material obligations under this Agreement, or the validity or enforceability thereof, shall expire, be withheld, revoked, terminated or otherwise cease to remain in full force and effect, or shall be modified in a manner which adversely affects any rights or claims of BIC;

- (h) Belize, the Government or any Agency fails to duly observe or perform the covenants provided in Section 5.6, Section 6.3 or Section 6.4 of the Loan Agreement;
- (i) Belize shall have become a Sanctioned Country or a Sanctioned Person or the Government or any of its Agencies shall have become a Sanctioned Person; or
- (j) Belize or the Government shall be designated by the Secretary of State of the United States as a State Sponsor of Terrorism pursuant to section 104(c) of the Export Control Reform Act (50 U.S.C. § 4813(c), section 40 of the Arms Export Control Act (22 U.S.C. § 2780), or section 620A of the Foreign Assistance Act of 1961 (22 U.S.C. § 2371).

7.2 Remedies.

(a) If any Termination Event has occurred and is continuing, BIC may, at any time at its option, by written notice to Belize, terminate this Agreement, and thereupon (i) this Agreement shall terminate immediately and (ii) Belize shall immediately pay in Dollars in immediately available funds to the Conservation Fund an amount equal to the present value of the aggregate amount of all Conservation Payments that are required to be made by Belize and that have not been made by Belize until the End Date computed using a discount rate equal to the Treasury Rate (the “**Termination Payment**”). Besides the written notice delivered by BIC notifying the termination of this Agreement, no presentment, demand, protest or notice of any kind (all of which are hereby waived by Belize) shall be required for the Termination Payment to be immediately due and payable.

(b) If any Termination Event has occurred and is continuing, and irrespective of whether this Agreement has been terminated pursuant to Section 7.2(a), BIC, at any time, may proceed to protect and enforce its rights by any action commenced pursuant to Section 14.5 for any remedy available at law or in equity, whether for the specific performance of any agreement contained herein, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

(c) No course of dealing, and no delay on the part of BIC in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice BIC’s rights, powers or remedies. No right, power or remedy conferred by this Agreement upon BIC hereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of Belize under ARTICLE 8, Belize will pay to BIC on demand such further amount as shall be sufficient to cover all costs and expenses of BIC incurred in any enforcement under this Section 7.2, including, without limitation, reasonable attorneys’ fees, expenses and disbursements.

ARTICLE 8. EXPENSES.

Belize will pay, or cause to be paid, on demand, (a) all costs and expenses (including reasonable attorneys’ fees of a special, local or other counsel) incurred by BIC in connection with enforcing or defending any obligations of Belize pursuant to this Agreement or in

responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, and (b) all costs and expenses, including financial advisors' fees, incurred in connection with the insolvency of Belize or in connection with any workout restructuring of this Agreement.

ARTICLE 9. SURVIVAL

Section 7.2 (to the extent the Agreement is terminated pursuant to BIC's exercise of remedies thereunder), the last sentence of Section 3.4(b), Section 6.1, ARTICLE 9 and ARTICLE 14 will survive the enforcement, amendment or waiver of any provision of this Agreement and the termination of this Agreement.

ARTICLE 10. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between BIC and Belize and shall supersede all prior agreements and understandings relating to the subject matter hereof.

ARTICLE 11. AMENDMENT AND WAIVER

No amendment or waiver of any provision of this Agreement, nor consent to any departure by Belize therefrom, shall in any event be effective unless the same shall be in writing and signed by BIC and, in the case of amendments only, Belize, and such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

ARTICLE 12. NOTICES

All notices and communications provided for hereunder shall be in writing and sent (a) by a recognized overnight delivery service (with charges prepaid), or (b) via email. Any such notice must be sent:

(a) if to BIC, to it at 4245 Fairfax Dr., #100, Arlington VA 22203, Attn: Legal Corporate Services. Email: LegalCS@tnc.org, or at such other address as BIC shall have specified to Belize in writing from time to time, or

(b) if to Belize, to the Financial Secretary of the Ministry of Finance, Sir Edney Cain Building, Belmopan City, Belize, Attention: Financial Secretary, e-mail address joseph.waight@mof.gov.bz, with a copy to Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attention: James L. Bromley / Werner F. Ahlers, facsimile number (212) 558-3588, e-mail addresses bromleyj@sullcrom.com / ahlersw@sullcrom.com, or at such other address as Belize shall have specified to BIC in writing from time to time.

ARTICLE 13. ASSIGNMENTS; CERTAIN PLEDGES

(a) BIC shall have the right at any time, without the consent of Belize, to assign to one (1) or more Affiliates of TNC all or any portion of BIC's rights and obligations under this Agreement.

(b) BIC may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to any Person; provided that no such pledge or assignment shall release BIC from any of its obligations hereunder or substitute any such pledgee or assignee for BIC as a party hereto.

(c) Belize may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of BIC. Any assignment made without the consent of BIC is void. No assignee will acquire any rights or obligations by reason of an assignment made without the consent of BIC.

(d) Any purported assignment, disposition, conveyance, pledge or transfer of rights in violation of this Agreement shall be absolutely null and void and have no force or effect, and shall vest no rights in the purported beneficiary of such assignment, disposition, conveyance, sale of participation, pledge or transfer.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns.

All terms, provisions, covenants and other agreements contained in this Agreement, by or on behalf of any of the Parties hereto, shall bind, inure to the benefit of and be enforceable against their respective successors, assigns and transferees whether so expressed or not. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

14.2 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

14.3 Construction.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one (1) covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

14.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one (1) instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all,

of the Parties hereto. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, or other transmission method), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14.5 Governing Law, Jurisdiction and Service of Process; Waiver of Sovereign Immunity.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, United States, without giving effect to conflict of laws provisions to the extent that the application of the laws of any other jurisdiction would be required thereby.

(b) Any dispute arising out of, in relation to, or in connection with this Agreement shall be resolved through binding arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce that entered in force on January 1, 2021 (“**Rules**”). The Parties expressly agree pursuant to Article 30(2)(b) of the Rules that disputes between the Parties arising under this Agreement are suitable for resolution under the Expedited Procedures set forth in Article 30 and Appendix VI of the Rules (collectively, the “**Expedited Procedures**”), and in furtherance of the foregoing, the Parties additionally expressly agree not to (x) contend it is inappropriate to apply, or (y) request that the Court of Arbitration of the International Chamber of Commerce examine the appropriateness of, such Expedited Procedure in any arbitration conducted pursuant to this Agreement, irrespective of the amount in dispute. The arbitration shall be conducted by three (3) arbitrators appointed in accordance with Article 12(4)-(5) of the Rules. The place of arbitration shall be New York, New York, United States. The language of the arbitration shall be English. The arbitrator shall have the right to determine, in the first instance, any and all challenges to the arbitrator’s jurisdiction, including, without limitation, challenges to the scope, existence and validity of this arbitration agreement. An award of the arbitrator may be enforced in any court of competent jurisdiction. Belize expressly confirms that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “**Convention**”) has been incorporated into the domestic laws of the Jurisdiction and agrees that: (a) it is bound by the terms of that Convention, including as a treaty obligation and (b) the Convention shall apply to any action to enforce an award issued pursuant to an arbitration conducted in accordance with this Section 14.5.

(c) The prevailing party shall be entitled to, and the tribunal shall award, pre-award and post-award interest on any amounts awarded in an arbitration commenced under this Agreement (the “**Arbitral Award Amount**”). Such interest shall accrue, in the case of arbitrations commenced by BIC, from the date that an Event of Default occurred and, in the case of arbitrations commenced by Belize, from the date of the filing to commence an arbitration proceeding, in each case, at a rate per annum equal to 9%. Interest on the outstanding Arbitral Award Amount shall continue to accrue at a rate per annum equal to 9% until such amounts are paid in Dollars in cash in full by the award debtor. If the award creditor or any successor in interest elects to enforce the award in court, including a court in the United States, the Parties agree that any judgment rendered on the award by the court

shall bear post-judgment interest at the rate agreed by the Parties under the formula above for awards rendered by the tribunal in lieu of any other post-judgment interest rate, including the post-judgment interest rate under 28 U.S.C. § 1961 until the award is fully paid in Dollars.

(d) To the extent that Belize or the Government or any of their assets may have, or may hereafter become entitled to or have attributed to them (whether or not claimed), any right of immunity (on the grounds of sovereignty or otherwise), in any jurisdiction, Belize hereby unconditionally and irrevocably waives and agrees not to assert, with respect to the Government and its revenues, to the fullest extent permitted by applicable law, any such immunity from jurisdiction, from suit or arbitration, from setoff or counterclaim, from service of process upon it or any agent, from pre-judgment or pre-award attachment, from attachment upon or in aid of execution of judgment or from execution of judgment or other legal process or proceeding for the giving of any relief or for the enforcement of judgments, in any action, suit or proceeding arising out of or based on this Agreement, which may be instituted as provided by this Section 14.5; provided that such waiver of immunity constitutes only a limited and specific waiver for the purposes of this Agreement and under no circumstances shall it be interpreted as a general waiver by Belize or the Government or a waiver with respect to proceedings unrelated to this Agreement.

(e) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

14.6 Obligation to Make Payments in Dollars.

Any payment on account of an amount that is payable hereunder in Dollars which is made to or for the account of BIC in lawful currency of any other jurisdiction (the “**Other Currency**”), whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of assets belonging to Belize, shall constitute a discharge of Belize’s obligation under this Agreement only to the extent of the amount of Dollars which BIC could purchase in the New York foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday) on which banks in New York are generally open for business following receipt of the payment first referred to above. If the amount of Dollars that could be so purchased is less than the amount of Dollars originally due to BIC, Belize shall indemnify and save harmless BIC from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BIC from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order. For the avoidance of doubt, in no event shall Belize be required to pay more Dollars at the rate of exchange when payment is made than the amount of Dollars stated to be due hereunder, so that in any event Belize’s obligations hereunder will be effectively maintained as Dollar obligations.

14.7 English Language.

All notices provided for in this Agreement or made in accordance with this Agreement and all documents delivered under the terms of this Agreement shall either be in English or shall be accompanied by a certified translation into English.

This Agreement has been prepared and signed in English and the parties hereto agree that the English version hereof and thereof (to the maximum extent permitted by applicable law) shall be the only version valid for the purpose of the interpretation and construction hereof and thereof notwithstanding the preparation of any translation into another language hereof or thereof, whether official or otherwise or whether prepared in relation to any proceedings which may be brought in Belize or any other jurisdiction in respect hereof or thereof.

14.8 Taxes.

(a) All payments by Belize (the “**Payor**”) under this Agreement shall be made free and clear of, and without reduction or liability for or on account of, any present or future taxes, levies, imposts, duties, fees, assessments, charges, deductions or withholdings of any nature whatsoever, including any interest, penalties or additions to tax imposed with respect thereto or with respect to the making of payments in Dollars, such as financial transactions taxes or currency taxes, in each case, imposed by or for a government or other authority having power to tax (hereinafter, “**Tax**”) unless any withholding or deduction for or on account of Tax is required by law.

(b) If the Payor shall be obligated by law to make any such withholding or deduction for any Tax imposed, levied, collected, assessed or withheld by or within Belize or any political subdivision or taxing authority thereof or therein, by any jurisdiction in which the Payor carries on business or by any other country or jurisdiction (or any taxing authority thereof or therein) (each, a “**Taxing Jurisdiction**”), then the Payor will promptly (i) pay to the relevant Taxing Jurisdiction the full amount required to be deducted, withheld or otherwise paid in by the Payor (including the full amount required to be deducted or withheld from or otherwise paid by the Payor in respect of any Additional Payment required to be made pursuant to clause (ii) hereof) and (ii) pay to each Person entitled under this Agreement to receive the payment from which the amount referred to in clause (i) has been so deducted, withheld or otherwise payable or paid such additional amount as is necessary in order that the amount received by such Person after any required deduction, withholding or other payment of Tax (including any required deduction, withholding or other payment of Tax on or with respect to such additional amount) shall equal the amount such Person would have received had no such deduction, withholding or other payment of Tax been paid (the “**Additional Payment**”).

(c) Notwithstanding the provisions of this Section 14.8, no such Additional Payments shall be payable for or on account of any Connection Income Taxes or any Tax that is imposed or withheld by reason of BIC’s failure to make a declaration of non-residence or other similar claim, or comply with any reporting requirement (as notified to BIC in writing by or on behalf of the Payor giving BIC sufficient time to satisfy such requirements), as is required (i) by statute, treaty or regulation of Belize existing on the

date hereof, or which are not substantially more onerous than those existing on the date hereof and which do not impose an unreasonable burden (in time, resources or otherwise) on BIC or materially prejudice BIC's legal or commercial position, or (ii) by statute, treaty or regulation in any other relevant Taxing Jurisdiction to the extent the requirements thereof are not substantially more onerous than those of Belize existing on the date hereof and which do not impose an unreasonable burden (in time, resources or otherwise) on BIC or materially prejudice BIC's legal or commercial position as a precondition to exemption from all or part of such Tax.

(d) Belize shall timely pay to the relevant Taxing Jurisdiction in accordance with applicable law, or at the option of BIC timely reimburse BIC for the payment of, any Stamp Taxes, except any such Stamp Taxes imposed with respect to an assignment that arises in connection with any voluntary assignment.

(e) As soon as practicable after any payment of Taxes by Belize to a Taxing Jurisdiction pursuant to this Section 14.8, Belize shall deliver to BIC the original or a certified copy of a receipt issued by such Taxing Jurisdiction evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to BIC.

(f) Belize shall indemnify each recipient of a payment under this Agreement, within ten (10) days after demand therefor, for the full amount of any Taxes (including such Taxes imposed or asserted on or attributable to amounts payable under this Section 14.8) other than Taxes set forth in Section 14.8(c) above, payable or paid by such recipient or required to be withheld or deducted from a payment to such recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Taxing Jurisdiction. A certificate as to the amount of such payment or liability delivered to Belize by BIC shall be conclusive absent manifest error.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 14.8 (including by the payment of additional amounts pursuant to this Section 14.8), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 14.8 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Taxing Jurisdiction with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (plus any penalties, interest or other charges imposed by the relevant Taxing Jurisdiction) in the event that such indemnified party is required to repay such refund to such Taxing Jurisdiction. Notwithstanding anything to the contrary in this paragraph, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 14.8(g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed, and the indemnification payments or

additional amounts with respect to such Tax had never been paid. This Section 14.8 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Each Party's obligations under this Section 14.8 shall survive any assignment of rights by BIC, the enforcement, amendment or waiver of any provision of this Agreement and the termination of this Agreement.

14.9 Indemnification.

(a) Belize shall indemnify and hold harmless BIC and its Affiliates and their respective directors, officers, employees, agents and advisors (each, an "**Indemnified Party**"), to the fullest extent lawful, from and against any and all losses, claims, penalties, damages, expenses or liabilities whatsoever (including, without limitation, documented fees and disbursements of counsel), incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any pending or prospective investigation, litigation or proceeding or the preparation of any defense or appearing as a third-party witness in connection therewith) arising out of or relating to Belize's breach of any of the terms of, or any of the representations or warranties given pursuant to, this Agreement, except to the extent that such losses, claims, penalties, damages, liabilities or expenses (or proceedings in respect thereof) (a) are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence, bad faith or willful misconduct of such Indemnified Party or (b) result from a dispute or claim between Indemnified Parties; provided that, in any case, Belize shall not be held liable for any settlement of any such proceedings unless the Indemnified Party has previously notified and consulted with Belize in respect thereof, and Belize has provided its consent in respect of any settlement. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 14.9 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by Belize, any of its directors, security holders or creditors, an Indemnified Party or any other Person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated herein are consummated.

(b) In addition to but without duplication of the foregoing and the obligations of Belize pursuant to Section 14.8, Belize shall indemnify and hold harmless the Indemnified Parties from and against any and all Taxes imposed by a Taxing Jurisdiction in Belize on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes or any other taxes or similar charges imposed on the Indemnified Parties in Belize in each case, solely as a result of or otherwise in connection with the execution, delivery and performance of this Agreement (including but not limited to BIC's registration as a business under Belize law, BIC's actions with respect to any parametric or political risk insurance policy, and any monitoring of the Conservation Commitments), or the receipt of any payment under this Agreement.

(c) No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to Belize or any of its Agencies or other affiliates, security

holders or creditors for or in connection with the services or transactions contemplated hereby, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence, bad faith or willful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings), and Belize hereby releases and holds harmless (for itself and any person claiming through it) each Indemnified Party from all such liability. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons, except to the extent such interception is due to the gross negligence, bad faith or willful misconduct of such Indemnified Party.

(d) The indemnity and reimbursement obligations of Belize hereunder shall be in addition to any other liability Belize may otherwise have to an Indemnified Party, shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of Belize and any Indemnified Party and shall survive the enforcement, amendment or waiver of any provision of this Agreement and the termination of this Agreement.

14.10 Right of Setoff.

If a Termination Event shall have occurred and be continuing, BIC and each of its Affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by BIC or any such Affiliate to or for the credit or the account of Belize against any and all of the obligations of Belize now or hereafter existing under this Agreement to BIC, irrespective of whether or not BIC shall have made any demand under this Agreement and although such obligations of Belize may be contingent or unmatured or are owed to a branch or office of BIC different from the branch or office holding such deposit or obligated on such indebtedness. The rights of BIC and its Affiliates under this Section 14.10 are in addition to other rights and remedies (including other rights of setoff) that BIC or its Affiliates may have. BIC agrees to notify Belize promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

14.11 Effectiveness and Termination.

(a) This Agreement shall become effective on the date (the "**Effective Date**") that this Agreement shall have been duly executed by Belize and BIC.

(b) This Agreement shall automatically terminate if the Commitment (as defined in the Loan Agreement) terminates pursuant to Section 2.4 of the Loan Agreement prior to the occurrence of the disbursement of the Loan in accordance with Section 2.3(c) of the Loan Agreement.

(c) Belize shall not have the right to terminate this Agreement prior to the End Date by paying the Termination Payment or otherwise.

(d) Except as otherwise specified in ARTICLE 9, this Agreement shall terminate and all of the obligations of the Parties shall be of no further force or effect, (i) upon the later of the End Date and the date on which Belize pays all amounts due and owing under this Agreement, or (ii) upon termination of this Agreement pursuant to Section 7.2(a) or (iii) if BIC ceases to be a wholly owned direct or indirect subsidiary of TNC or (iv) if this Agreement terminates pursuant to Section 14.11(b).

14.12 Specific Performance.

Each Party hereby irrevocably waives, to the extent that it may do so under applicable law, any defense based on the adequacy of a remedy at law which may be asserted as a bar to the remedy of specific performance in any action brought against such Party for specific performance. Notwithstanding anything in this Agreement to the contrary, each Party may obtain relief against the other Party or any third-party by injunction, specific performance and other appropriate equitable relief.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

BELIZE

By: _____

Name: Joseph Waight

Title: Financial Secretary

**BELIZE BLUE INVESTMENT
COMPANY, LLC**

By: _____

Name:

Title:

FINAL VERSION

Annex A: Conservation Commitments

Capitalized terms have the meaning given to them in Clause 7 or in Conservation Funding Agreement, dated November [•], 2021 (the “Agreement”), as applicable.

Clause 1. The Marine Spatial Plan

This Clause 1 sets forth Belize’s obligations to complete a legally enforceable Marine Spatial Plan (MSP) and designate up to 30 percent of its Ocean in Biodiversity Protection Zones.

The MSP shall include marine conservation outcomes for biodiversity protection and denote, in reasonable detail, the permissible activities that may be lawfully carried on in any part of Belize’s Ocean.

The MSP shall:

1. Expand the percentage of Belize’s Ocean that is in Biodiversity Protection Zones from 15.9 percent at the signing of this Agreement to whichever is the lower of:
 - a. 30 percent of Belize’s Ocean, with at least 15 percentage in High Protection for Biodiversity Zones and at least 15 percentage in Medium Protection for Biodiversity Zones; or
 - b. The percentage stated in the MSP.
2. Provide that all Biodiversity Protection Zones be Gazetted and submitted to the relevant international authority (e.g., the World Database on Marine Protected Areas, International Maritime Organisation, International Hydrographic Organisation);
3. contain an Implementation Plan;
4. be legally enforceable; and
5. be Implemented.

The MSP shall be completed consistent with international best practices such as in the IOC-UNESCO 2009 Guide titled “Marine Spatial Planning - A Step-by-Step Approach toward Ecosystem-based Management” and at a minimum address the following:

1. Transparent, inclusive, equitable, science-based and participatory process; and
2. A Marine Protected Area (MPA) design including ecological, economic, social and cultural criteria set forth by frameworks such as IUCN WCPA 2012 international guidebook titled “Guidelines for Applying the IUCN Protected Area Management Categories to Marine Protected Areas”, the IUCN-WCPA 2017 guidebook titled “Large-Scale Marine Protected Areas: Guidelines for Design and Management” and IUCN-WCPA 2008 technical guidebook titled “Establishing Resilient Marine Protected Area Networks – Making It Happen”.

Milestone 1. No later than six (6) months after signing the Agreement, the National Assembly shall approve and the Government shall formally sign into law and Gazette the commitment made by the

Government on April 2, 2019¹ to expand High Protection for Biodiversity Zones to 11.6% of Belize's Ocean. Upon achievement of this Milestone, Belize will have 11.6% of its Ocean in High Protection for Biodiversity Zones and 9.0% of its Ocean under Medium Protection for Biodiversity Zones, for a total of 20.5% in Biodiversity Protection Zones and Marine Protected Areas (MPA). After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall thereafter have less than 20.5% of its Ocean in Biodiversity Protection Zones and MPAs.

Milestone 3. No later than one (1) year after signing the Agreement, the Government shall initiate the process of developing a MSP for its Ocean by: (i) designation of a lead ministry or agency for the MSP process and (ii) establishment of a MSP steering committee comprised of senior level officers or employees from governmental and non-governmental stakeholders from sectors/areas including fisheries, coastal zone management, tourism, water resources, shipping, environment, finance, academia and energy. A representative of the Nature Conservancy will be a member of the MSP steering committee. For the avoidance of doubt, the Government shall have full discretion to determine whether the governmental stakeholders participating in the MSP steering committee are Ministry or agency-level members. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall remove the designation of such lead agency or terminate the MSP steering committee prior to the achievement of Milestone 6.

Milestone 4. No later than three (3) years after signing the Agreement, the National Assembly shall approve and the Government shall formally sign into law and Gazette Biodiversity Protection Zones covering a total of 25% of its Ocean. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall thereafter have less than 25% of its Ocean in Biodiversity Protection Zones.

Milestone 6. No later than five (5) years after signing the Agreement, (a) the National Assembly shall approve and the Government shall formally sign into law and Gazette Biodiversity Protection Zones covering a total of 30% of Belize's Ocean, or the percentage stated in the MSP; and (b) the MSP shall have been completed and approved by the National Assembly, signed into law, Gazetted and Implemented. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall thereafter have less than the lower of 30% and the percentage stated in the MSP of its Ocean in Biodiversity Protection Zones or Belize shall rescind the enactment of the MSP.

Milestone 8. No later than eight (8) years after signing the Agreement, Belize shall have approved Management Plans for the Biodiversity Protection Zones, and the ministry with authority over such plans shall have signed the Management Plans. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall rescind such Management Plans.

Clause 2. Other Conservation Milestones.

This Clause 2 sets forth Belize's obligations with regards to environmental commitments not addressed by the MSP.

¹ For further information, see <https://www.pressoffice.gov.bz/expansion-of-fisheries-replenishment-no-take-zones/>

Milestone 2. Designation of Public Lands within the Belize Barrier Reef Reserve System (“BBRRS”) as Mangrove Reserves. No later than six (6) months after signing the Agreement, the National Assembly shall approve and the Government shall formally sign into law and Gazette the designation of all remaining public lands within the BBRRS as strict mangrove reserves as outlined in Decision 43 COM 7B.21, which law shall include a permanent ban on the sale of public lands within the BBRRS. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall rescind such designation or ban.

Milestone 5. Integrated Coastal Zone Management Plan² (“ICZMP”). No later than four (4) years after signing the Agreement, the National Assembly shall approve and the Government shall formally sign into law and Gazette the revised Coastal Zone Management Act³ and ICZMP⁴, which ICZMP shall include a chapter on marine and coastal biodiversity offsets. After achievement of this Milestone, a Conservation Event will occur under the Agreement in respect of this Milestone if and only if Belize shall rescind such Coastal Zone Management Act or ICZMP.

Milestone 7. International Union for Conservation of Nature (“IUCN”) Green List Areas. No later than six (6) years after signing the Agreement, the Government shall apply to have at least three (3) formally designated marine protected areas in Belize’s Ocean listed as IUCN Green List Areas (as that term is used by IUCN), and shall provide evidence of confirmation from the IUCN of receipt of the applications. After achievement of this Milestone, no Conservation Event will occur under the Agreement in respect of this Milestone.

Clause 3. General Conservation Undertakings

The purpose of this Clause 3 is to memorialize the commitments of Belize to undertake additional activities that recognize the need to balance the development of Belize’s economy with the social, economic and environmental needs of a healthy and biodiverse Ocean. While these commitments are not linked to any Milestones (and, as a result, no failure to meet these commitments may result in an obligation to make any Conservation Event Payments or be subject to any penalties of any kind), Belize acknowledges its good faith intention to comply with these undertakings within the parameters of its Constitution.

- (A) *Aquaculture.* Belize commits to implement a transparent, science based, socially responsible regulations consistent with international best practice for a high-value, sustainable aquaculture and mariculture industry in Belize’s Ocean and waters on the landward side of the baseline of the territorial sea (“Internal Waters”).
- (B) *Fisheries.* Belize commits to implement a governance framework for domestic and high seas fisheries⁵ consistent with transparent, science based, socially responsible international best practices⁶. This includes the management of current and new fishing activities in Belize’s Ocean

² For further information, see Integrated Coastal Zone Management Plan

³ See <https://www.elaw.org/es/system/files/attachments/publicresource/Bz.cap329.pdf>

⁴ See Integrated Coastal Zone Management Plan

⁵ Domestic and high seas policies & legislation: (Fisheries Resources Act 2020, Subsidiary regulations, Fisheries Policy Framework.

⁶ See, for example, UN FAO Small-Scale Fisheries Guidelines and Marine Stewardship Council Fisheries Improvement Project Guidelines.

and vessels flagged to Belize. This governance framework would include, at a minimum, (i) compliance with all national, regional and global obligations related to fishing activities, including enhanced monitoring to address illegal, unregulated and unreported fishing activities, (ii) sustainable harvest of target species (including restrictions on gear types deemed to be unsustainable), and (iii) reducing broader environmental impacts, including bycatch of endangered, threatened and protected species and habitat destruction. The governance framework would advance, for example, the implementation of all actions identified in the “National Plan of Action of Belize to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated (IUU) Fishing on the High Seas” on 20th May 2014 as well as national and regional plans to address IUU.

- (C) *Blue Carbon*. Recognizing the potential of blue carbon projects to support the long-term financial sustainability of marine areas formally protected for conservation, Belize commits to develop and implement a national regulatory framework for the development of blue carbon projects within the national carbon strategy. Such a framework will be completed through a consultative process that addresses, at a minimum, the following:
- allowing for ownership of carbon offsets by co-managers, investors and/or private landowners;
 - allowing for negotiation by co-managers of benefit/profit sharing among stakeholders and/or investors participating in the carbon offset program;
 - allowing for cost recovery and profit distribution with those participating in the carbon offset program; and
 - stipulate that the remainder of the proceeds from the annual sale of offsets, outside of cost recovery and shared profits, be re-invested in the marine protected areas in which such blue carbon ecosystems are located.
- (D) *Managed Access Program Evaluation*. Belize commits to complete an independent evaluation of the Managed Access Program and, where reasonably possible to do so, commence to implement the recommendations from that evaluation.
- (E) *Environmental Impact Assessment Regulations*. Belize commits to finalizing revisions to the Environmental Impact Assessment regulations, including revisions to better support the international designations such as the BBRS World Heritage Site listing.
- (F) *World Heritage Sites*: Belize will meet or exceed the minimum standards for development in World Heritage Sites in accordance with the Legislative, Regulatory, and Contractual protection measures of the World Heritage Convention’s Operational Guidelines dated July 10, 2019.⁷
- (G) *Watershed Management*. Belize commits to undertaking the development of a watershed management plan to address water quality monitoring, nutrient loading and garbage disposal for at least two (2) major watersheds.

Clause 4. Milestones.

Belize shall satisfy each of the Milestones set forth in Clauses 1 & 2 above (collectively, “Milestones”) and summarized in Table 1 below by the relevant Milestone date. In case of a conflict between Clauses 1 & 2 and Table 1, Clauses 1 & 2 shall control.

⁷ See <http://whc.unesco.org/en/guidelines/>

Clause 5. Conservation Report.

A high-ranking civil servant of Belize shall deliver a report to BIC on the one (1) year anniversary of the date of the Agreement and each year thereafter (the “Conservation Report”) substantially in the form attached hereto as Appendix 1. The Conservation Report shall include: (i) a confirmation that Belize remains committed to achieving the conservation outcomes described in the Agreement; (ii) a summary of the progress made to date, including (A) a confirmation as to whether or not the expected Milestones have been achieved to date; (B) an estimate of the number of square miles (square kilometers) of Ocean protected to date; and (C) evidence demonstrating attainment of any Milestones achieved during the preceding year; and (iii) a summary (in reasonable detail) of any deficiencies in achieving the Milestones, including steps being taken to remedy those deficiencies.

Clause 6. Grace Period.

- (A) Belize shall be entitled to a grace period of six (6) months for any Milestone upon delivery of a letter provided by a high-ranking civil servant of Belize to BIC that provides a summary (in reasonable detail) of any deficiencies in achieving the Milestone and the steps being taken to remedy those deficiencies.
- (B) Belize may request a second six (6) month grace period for any Milestone via a letter provided by a high-ranking civil servant of Belize to BIC that provides a summary (in reasonable detail) of any deficiencies in achieving the Milestone, a justification for the delay and the steps being taken to remedy those deficiencies. BIC may request additional information from Belize and will notify Belize of the status of its evaluation of Belize’s request. If BIC has not notified Belize that the request has been denied within 45 days, the request shall be deemed granted. Note that a maximum of two six-month extensions may be given for any given Milestone.
- (C) For the avoidance of doubt, utilization of a grace period for any Milestone shall not extend the due date of any other Milestone.

Clause 7. Definitions.

Biodiversity Protection Zones – means High Protection for Biodiversity Zones and Medium Protection for Biodiversity Zones.

Environmental Impact Assessment Regulations – means the Environmental Impact Assessment Regulations, as amended, promulgated pursuant to the Environmental Protection Act, Chapter 328 of the Substantive Laws of Belize.

Gazetted – means under the relevant national legislation, the coordinates of a spatial area are published and legally enforceable.

High Protection for Biodiversity Zones – means Zones of the Ocean allocated for high marine protection and biodiversity goals, for representative habitats and species. High biodiversity protection zones conserve and protect the top priority areas for marine and coastal biodiversity. These zones are designated for habitats and species that may be rare, endangered, unique or with narrow distribution ranges. This zone includes breeding or spawning areas, key foraging habitat, fragile or sensitive species

and habitats, and internationally significant areas. When combined, these zones provide habitats and species with long-term protection, and are sufficiently large to ensure ecological resilience and climate change adaptation. This zone category is not suitable for extraction or sea-bed alteration and is considered a 'no-take' zone in common vernacular. Examples of high protection status, depending on the objectives and allowable human activities, are: Marine Protected Areas in the IUCN categories Ia, Ib, and II.

Implementation Plan – means the plan developed during the MSP process that sets the course of future actions related to ocean management. There is no one-size-fits-all for MSP Implementation Plans and 'best practice' is still being developed globally. At a minimum, an Implementation Plan would contain all essential and necessary information for administration, operations, budgets, research and monitoring, enforcement and management of zones, building capacity and awareness, policy and legal instruments, and education. The Implementation Plan shall include the timeline for when the Gazetted Biodiversity Protection Zones will be legally enforced.

Implemented – means, with respect to the MSP, when: (i) all zones in the MSP have been signed into law and Gazetted, (ii) the Marine Spatial Plan document(s) has been signed into law by Belize and Gazetted, (iii) Belize has initiated creation of the MSP management plan(s), and (iv) Belize starts the MSP Implementation Plan.

Managed Access Program – means the rights-based fisheries regime based on a Territorial User Rights for Fisheries approach being implemented by the Belize Fisheries Department across all of Belize's territorial waters with which fishers holding commercial fishing licenses must comply.

Management Plan – means a document which sets out the management approach and goals, together with a framework for decision making, to apply in a specific MPA over a given period of time.

Marine Protected Areas (MPA) – means a clearly defined geographical space, recognised, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values. (Source: IUCN). Examples of Marine Protected Areas include the following IUCN categories:

(a) IUCN Protected Area categories

Ia Strict nature reserve: Strictly protected for biodiversity and also possibly geological/geomorphological features, where human visitation, use and impacts are controlled and limited to ensure protection of the conservation values

Ib Wilderness area: Usually large unmodified or slightly modified areas, retaining their natural character and influence, without permanent or significant human habitation, protected and managed to preserve their natural condition

II National park: Large natural or near-natural areas protecting large-scale ecological processes with characteristic species and ecosystems, which also have environmentally and culturally compatible spiritual, scientific, educational, recreational and visitor opportunities

III Natural monument or feature: Areas set aside to protect a specific natural monument, which can be a landform, sea mount, marine cavern, geological feature such as a cave, or a living feature such as an ancient grove

IV Habitat/species management area: Areas to protect particular species or habitats, where management reflects this priority. Many will need regular, active interventions to meet the needs of particular species or habitats, but this is not a requirement of the category

V Protected landscape or seascape: Where the interaction of people and nature over time has produced a distinct character with significant ecological, biological, cultural and scenic value: and where safeguarding the integrity of this interaction is vital to protecting and sustaining the area and its associated nature conservation and other values

VI Protected areas with sustainable use of natural resources: Areas which conserve ecosystems, together with associated cultural values and traditional natural resource management systems. Generally large, mainly in a natural condition, with a proportion under sustainable natural resource management and where low-level non-industrial natural resource use compatible with nature conservation is seen as one of the main aims

(b) IUCN Other Effective area-based Conservation Measures (OECM)

A geographically defined area other than a Protected Area, which is governed and managed in ways that achieve positive and sustained long-term outcomes for the in situ conservation of biodiversity, with associated ecosystem functions and services and where applicable, cultural, spiritual, socio-economic, and other locally relevant values (CBD, 2018).

Marine Spatial Plan (MSP) - means a plan analyzing and allocating parts of three-dimensional marine spaces (or ecosystems) to specific uses or objectives in order to achieve ecological, economic, and social objectives that are specified through a political process. The marine spatial planning process includes identifying Biodiversity Protection Zones in an iterative process. The goal of having 30% of Belize's Ocean in Biodiversity Protection Zones will be part of the overall design such that the Biodiversity Protection Zones so identified will facilitate achievement of Milestone 4.

Medium Protection for Biodiversity Zones – means zones of the Ocean allocated for medium marine protection and biodiversity goals, for representative habitats and species. Sustainable uses are compatible with the biodiversity objectives in these areas. Medium biodiversity protection and sustainable use zones are proposed to conserve areas that are suitable for medium levels of biodiversity protection and are also compatible with some sustainable uses. These zones include habitats and species that have some tolerance to disturbance and human activities. These zones also include regionally and nationally significant areas. This zone category is suitable for some level of extraction and sea-bed alteration, with appropriate management and direction, depending on the objective of each designated area. Examples of medium protection status could include: Marine Protected Area IUCN categories V and VI, IUCN OECM category, and Locally Managed Marine Areas (LMMA).

Ocean – means Belize's Exclusive Economic Zone, Territorial Sea, Archipelagic Waters and/or Internal Waters as defined by the United Nations Convention for the Law of the Sea (UNCLOS), among others, in each case as defined in national legislation at the time the Agreement enters into force.

Protected Areas - means Marine Protected Areas (MPA).

Table 1

Milestone Table for the text above. In case of disagreement or inconsistency between this table and the text above, the text above will control.

Milestone Number	Milestone Summary Description	Time after signing the Agreement	% of Ocean in High Protection ¹	% of Ocean in Medium Protection ¹	Total % of Ocean in Biodiversity Protection ¹
1	Expand Biodiversity Protection Zones to 11.57% of the Ocean	6 months	Increased to 11.57%	Remains at the current 8.96%	20.53%
2	Designate Public Lands within the BBRRS as Mangrove Reserves	6 months			
3	Belize initiates MSP process	1 year			
4	Expand Biodiversity Protection Zones to 25% of the Ocean	3 years	Add 4.5% more in total across either Medium and/or High zones ¹		25% ¹
5	Implementation of ICZMP	4 years			
6	Complete Biodiversity Protection Zones, MSP signed in to law and Implemented	5 years	Add 5% more in total across either Medium and/or High zones ¹		30% ¹
7	At least 3 IUCN Green List Applications Submitted	6 years			
8	Approved Management Plans	8 years			

¹In all cases, is the lower of the % or the amount specified in the MSP

FINAL VERSION

EXHIBIT B
CONSERVATION FUND TERMS

1. The Conservation Fund shall:
 - (a) Be an entity devoted to support conservation activities in Belize focused on marine and marine-related activities.
 - (b) Be designed to accommodate a blended finance approach for its capitalization, including funding derived from sustainable financing for conservation transactions such as a debt conversion, and public and private grants from national and international sources.
 - (c) Be an entity that is legally independent from the Parties to this Agreement, notwithstanding that the Parties may have a role in the senior governance functions of the Conservation Fund.
 - (d) Have a board of directors (or equivalent) that is appointed by appointing members (or equivalent) that at all times is non-government by majority of number and voting rights.
 - (e) Have a board of directors (or equivalent) that has broad representation from key stakeholder groups involved in conservation activities in Belize.
 - (f) Have a staff team that is based in Belize that includes, at a minimum, a senior leader of the Conservation Fund, such as an executive director or chief executive officer.
 - (g) Operate a competitive grants award program that:
 - a. is fully documented in an appropriately detailed grants award program manual approved by the board of the Conservation Fund and reviewed by the board on a regular basis;
 - b. operates regularly;
 - c. is open for application for funding from both government and non-government actors; and
 - d. has as its focus funding priorities projects, partners and activities that support the achievement of the Conservation Commitments associated with this Agreement and other marine conservation priorities determined by its board (or equivalent).
 - (h) Establish and maintain a consistent track record of supporting marine and marine-related activities effectively and implementing robust governance practices in alignment with its governing legal documents and, in the case of an entity that may be designated as the Conservation Fund pursuant to Section 6.3 of the Agreement, present a multi-year strategy

for how it will support marine and marine-related activities effectively and implement robust governance practices in connection thereto.

- (i) Not use in excess of 20 per cent of its aggregate payments in a given year from BIC and Belize for general and administrative expenses .
- (j) Following receipt of any payment from BIC or Belize made pursuant to the Agreement, other than as required to fund general and administrative expenses subject to the limit set forth in clause (i) above, (x) unless a Super-Majority of the board of the Conservation Fund determines in the circumstances that it is not reasonable to do so, commit the full amount of such payment as grants to third parties in accordance with the requirements of this Exhibit B no later than the first anniversary of the Conservation Fund's receipt of such payment and, (y) following the End Date, unless a Super-Majority of the board of the Conservation Fund determines in the circumstances that it is not reasonable to do so, commit as grants to third parties a minimum amount per calendar year equal to the greater of 5% of the amounts received pursuant to the Agreement on or around the End Date and the amount the Conservation Fund disbursed as grants in the twelve months prior to the End Date; provided that any such "Super-Majority" of the board includes the affirmative vote of at least one director (or equivalent) designated by the Government.
- (k) Maintain at all times (x) Belize as one of its members (or equivalent) and (y) organizational documents (which, at the time it is first designated as the Conservation Fund are in a form reasonably acceptable to Belize) that (A) require that the Conservation Fund comply with all of the requirements in this Exhibit B and (B) do not permit any waiver or amendment of such requirements without Belize's consent; provided that the requirements set forth below in clause (l) shall not apply to any Conservation Fund being designated pursuant to Section 6.3 as a result of an Interference Condition. In the case of any Conservation Fund being designated pursuant to Section 6.3 as a result of an Interference Condition, the rights and authority of Belize as a member (or equivalent) may be limited to those necessary to ensure that the Conservation Fund will always undertake its activities in accordance with the requirements of this Exhibit.
- (l) Grant the Government the right to designate a number of the members of the board of directors (or equivalent) that is equal to one fewer than a majority of directors (or equivalent).
- (m) In any calendar year, disburse an amount equal to at least 40 per cent of the funds received from BIC and Belize in such year to technical assistance programs and activities dedicated to supporting the Government and its Agencies in implementing the Conservation Commitments and related marine and marine-related conservation efforts; provided that

the requirement to so disburse 40 percent of such funds shall apply in respect of such calendar year to the extent that (x) the Government and its Agencies have submitted to the Conservation Fund requests for such funding in writing on or before the date falling three months prior to the date on which the applicable allocation of funds are expected to be made by the Conservation Fund and (y) such requests are accompanied by supporting information with sufficient detail providing reasonable assurances that the allocated funds will be used directly to support the Government and its Agencies in implementing the Conservation Commitments and related marine and marine-related conservation efforts; provided further that the requirements in the foregoing proviso shall apply only to the extent that the Conservation Fund has provided the Government with advance notice of the date the applicable allocation will be made and such notice is reasonably sufficient to enable the Government to prepare the applicable requests and supporting information. For the avoidance of doubt, to the extent such requirements apply in accordance with the last proviso of the foregoing sentence, it will be at the discretion of the Conservation Fund whether or not to award the allocation, in full or in part, contemplated by this clause (m) if conditions (x) or (y) are not met.