

BELIZE:

BELIZE ELECTRICITY INVESTMENTS BILL, 2026

ARRANGEMENT OF CLAUSES

1. Short title.
2. Interpretation.
3. Government's authority to enter into BEL Subscription Deed.
4. Purchase price payable from Consolidated Revenue Fund.
5. Authority to pay purchase price.

SCHEDULE

BELIZE:**BILL****for**

AN ACT to authorise and give effect to a preference share Subscription Deed for the acquisition by the Government of Belize of 8,138,020 Convertible Redeemable Preference Shares in Belize Electricity Limited; to charge the Consolidated Revenue Fund with and authorise the payment of the purchase price therefrom; to authorise the Financial Secretary to pay the purchase price for the acquisition; and to provide for matters connected therewith or incidental thereto.

(Gazetted....., 2026)

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

Short title.

1. This Act may be cited as the

BELIZE ELECTRICITY INVESTMENTS ACT, 2026.

Interpretation.

2. In this Act, unless the context otherwise requires—

“BEL” means Belize Electricity Limited;

Schedule.

“BEL Subscription Deed” means the Subscription Deed to be entered into between Belize Electricity Limited and the Government, the terms of which are reproduced in the Schedule; and

“BEL Subscription Shares” means 8,138,020 Convertible Redeemable Preference Shares in BEL, and all right, title and interest therein to be acquired by the Government under and by virtue of the BEL Subscription Deed.

Government’s authority to enter into BEL Subscription Deed.

3. For greater certainty, it is hereby declared that the Government—

(a) has full lawful authority to enter into the BEL Subscription Deed; and

(b) is fully authorised to execute and carry out its obligations provided under the BEL Subscription Deed.

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4. All amounts payable by the Government as the purchase price and any related costs provided for in the BEL Subscription Deed shall be a charge on the Consolidated Revenue Fund. Purchase price payable from Consolidated Revenue Fund.
5. The Financial Secretary is authorised to pay the purchase price provided for in the BEL Subscription Deed at the times and on the terms provided in that Deed. Authority to pay purchase price.

SCHEDULE
[section 2]

SUBSCRIPTION DEED

THIS SUBSCRIPTION DEED is made the day of , 2026

BY AND BETWEEN

BELIZE ELECTRICITY LIMITED, a public company duly registered under the Belize Companies Act 2022 and having its registered office at 2½ Miles Philip Goldson Highway, Belize City, Belize (the "**Company**")

AND

THE GOVERNMENT OF BELIZE acting by and through the Ministry of Finance, Economic Development and Investment (the "**Subscriber**")

The Company and the Subscriber each individually considered a "Party" and jointly as "Parties".

Recitals

WHEREAS:

1. The authorized capital of Belize Electricity Limited is \$224,000,001 divided into 100,000,000 Ordinary Shares of \$2.00 each, one Special rights Redeemable Preference Share of \$1.00 and 12,000,000 Convertible Redeemable Preference Shares of \$2.00 each.
2. Subject to applicable statutory provisions and restrictions and the rights attaching to the Preference Shares as set forth in the Articles of the Company any share may be issued with or have attached to it such rights and restrictions as the Company may by special resolution decide or, if no such special resolution has been passed or in so far as the special resolution does not make specific provision, as the Board may decide.

3. The Company wishes to issue and sell and the Subscriber wishes to purchase Convertible Redeemable Preference Shares in the capital of the Company subject to the terms set out in this Deed.

Operative Provisions

NOW, in consideration of the mutual covenants, agreements and undertakings hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, THE PARTIES HEREBY AGREE as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

Whenever used in this Deed, the following words and terms have the following meanings:

“Completion” means the completion of the subscription for Subscription Shares by the Subscriber as contemplated in section 2.1 of this Deed.

“Conditions Precedent” means the conditions set forth in Article 3 of this Deed.

“Deed” means this Subscription Deed, including all schedules and all amendments or restatements.

“Effective Date” means the date of signing of this Deed.

“Financial Services Commission” or **“Commission”** means the Financial Services Commission established under section 3 of the Financial Services Commission Act

“Issue Price” means nine dollars (\$9) per Preference Share given the par value of two dollars (\$2.00) and a premium value of seven dollars (\$7).

“Ordinary Shares” means ordinary shares in the capital of the Company at a par value of \$2.

“Preference Shares” means Convertible Redeemable Preference Shares in the capital of the Company.

“**Purchase Price**” means seventy-three million, two hundred and forty-two thousand, one- hundred and eighty dollars (**\$73,242,180.00**).

“**Rights and Conditions**” means the rights and conditions attached to the Subscription Shares as set forth in Schedule A and the Articles of Association of the Company.

“**Subscription Shares**” means eight million, one hundred and thirty-eight thousand and twenty (**8,138,020**) Convertible Redeemable Preference Shares.

1.2 Interpretation

- i) The headings to clauses and other parts of this Deed are for reference only and do not affect its construction.
- ii) Any obligation on a Party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to allow that act or thing to be done by any of its employees, contractors, subcontractors, servants and or agents.
- iii) References to applicable laws or legislation shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws as applicable and which have the force of law.
- iv) The Schedule this Deed forms an integral part of it as though expressly set out in the body of this Deed.

This Deed constitutes the entire agreement between the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties concerning the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

ARTICLE 2: SHARE SUBSCRIPTION AND PURCHASE

2.1 Subscription, Purchase and Allotment of Shares

On the terms of this Deed and subject to the Rights and Conditions, the Subscriber agrees to subscribe and pay the Purchase Price for, and

the Company agrees to issue and allot with effect from Completion, the Subscription Shares together with all rights that attach (or may in the future attach) to such shares on or after the Completion Date including the right to receive all dividends and distributions declared, made or paid with respect thereto.

Completion will take place on a date and at a place and time to be agreed by the Company and the Subscriber, but not later than five (5) Business Days following the full satisfaction of the Conditions Precedent, the actual date on which Completion takes place being the “**Completion Date**”. The Company shall provide the Subscriber a certificate (or certificates), registered in the name of the Subscriber evidencing ownership of the Subscription Shares within ten (10) days of Completion.

Prior to Completion the Company shall cause a meeting of the board of directors of the Company to be convened at which a resolution authorising the allotment and registration of the issue of the Subscription Shares shall be passed.

2.2 Completion Deliverables

At Completion:

2.2.1 The Subscriber will deliver to the Company:

- i) A legal opinion of counsel for the Subscriber confirming that the Subscriber has taken all necessary action to authorize the execution, delivery and performance of this Deed and has the power and authority to execute, deliver and perform this Deed and all the transactions contemplated hereby, and that Subscriber has duly executed and delivered this Deed according to law;
- ii) [*copy of legislation*] authorising and approving the purchase of the Subscription Shares and the entry into this Deed;
- iii) an affidavit attesting to the Subscriber’s status as an accredited investor and acknowledging that the securities purchased are subject to restrictions on resale.
- iv) proof of payment into the Company’s account 133333010120001 at Belize Bank, of the Purchase Price for the Subscription Shares;

2.2.2 The Company will deliver to the Subscriber

- i) a certified copy of the resolution(s) of the board of directors of the Company authorising and approving the sale of the Subscription Shares and the entry into this Deed;
- ii) an offering memorandum issued pursuant to Regulation 112(a) of the Securities Industry Regulations setting out a description of the issuer's business, the intended use of the proceeds of the transaction, and the risk factors associated with the issuer and its securities
- iii) a copy of a Receipt for Offering Memorandum issued by the Financial Services Commission pursuant to section 59 of the Securities Industry Act, 2021, Act and Regulation 110 of the Securities Industry Regulations
- iv) the latest audited financial statements of the Company
- v) the latest available unaudited financial statements of the Company, if any
- vi) a copy of the Company's Articles of Incorporation with all amendments
- vii) a copy of the most recent Certificate of Good Standing and Detailed Extract issued by the Companies and Corporate Affairs Registry, and
- viii) such other information or documents as required by the Commission, if any.

ARTICLE 3: CONDITIONS PRECEDENT

The Parties undertake that immediately upon the execution of this Deed they shall use their respective reasonable endeavours in good faith to procure the fulfilment of the Conditions Precedent as expeditiously as possible:

- i) the Subscriber will take all necessary statutory, legislative and administrative action required for the authorization of the purchase of the Subscription Shares and the delivery and performance of this Deed and all the transactions contemplated herein, and
- ii) The Company will prepare and submit to the Commission an offering memorandum satisfying the requirements of Regulation 112(a) of the Securities Industry Regulations and will satisfy any other requirements and provide to the Commission any further information or documentation in order to secure from the Commission a Receipt issued pursuant to section 59 of the Securities Industry Act, 2021, and

Regulation 110 of the Securities Industry Regulations

Unless and until the Conditions Precedent have been fulfilled the provisions of this Deed will be of no force or effect and neither of the Parties will have any claim against the other arising from the failure of any Condition Precedent.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Subscriber that the following representations are true and complete as of the Completion Date.

4.1 Organization, Good Standing and Qualification

The Company is duly incorporated, validly subsisting and in good standing under the laws of Belize. The Company has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted, to execute and deliver this Subscription Deed, to issue and sell the Subscription Shares and to perform its obligations pursuant to this Deed and the Articles of Incorporation.

4.2 Issued and Outstanding Capital

4.2.1 As at the date hereof the one Special Rights Redeemable Preference Share and 69,023,009 ordinary shares have been issued and fully paid subject to the rights, preferences, privileges and restrictions set forth in the Articles of Association.

4.2.2 All issued shares have been duly authorized, are validly issued in compliance with applicable laws, and are fully paid and non-assessable.

4.3 Corporate Authorization

4.3.1 The execution and delivery of this Deed and the consummation of the transactions contemplated by this Deed have been or prior to Completion shall have been duly authorized by all necessary corporate action on the part of the Company.

4.3.2 This Deed constitutes, and when executed and delivered by the Company will constitute, a valid and binding obligation of the Company enforceable against it in accordance with its terms.

- 4.3.3 The Company is not a party to, bound or affected by or subject to any contract, charter or by-law or any provision, law or authorization by a governmental authority that would be violated or breached by, or as a result of, the execution of, or the performance of obligations under, this Deed.
- 4.3.4 Upon their issuance in accordance with the terms of this Deed and on payment in full of the Purchase Price, the Subscription Shares will be validly issued as non-assessable Convertible Redeemable Preference Shares in the capital of the Company.
- 4.3.5 There has been no advertisement or general public solicitation by the Company or any agent on its behalf in respect of the Subscription Shares.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber represents and warrants to the Company as follows:

5.1 Statutory Authorization

- 5.2.1 The Subscriber shall introduce into the National Assembly and cause to pass such primary and subsidiary legislation and take such executive action as soon as is reasonably practicable following the Effective Date in order to ensure compliance with the Subscriber's obligations in this Deed and shall make all reasonable efforts to ensure an expedited processing of the legislation, which as soon as reasonably possible shall receive the Governor General's assent and be published in the Gazette as law immediately thereafter.
- 5.2.2 At the date of Completion, the execution and delivery of this Deed and the consummation of the transactions contemplated by this Deed shall have been duly authorized by all necessary action on the part of the Subscriber.
- 5.2.3 This Deed constitutes, and when executed and delivered by the Subscriber will constitute, a valid and binding obligation of the Subscriber enforceable against it in accordance with its terms.
- 5.2.4 The Subscriber is not a party to, bound or affected by or subject to any contract, charter or by-law or any provision, law or authorization that

would be violated or breached by, or as a result of, the execution of, or the performance of obligations under, this Deed.

5.2.5 There are no constitutional provisions, laws, regulations, decrees, bylaws, rules, practice directions, administrative instructions or other applicable law of Belize in force on the date of execution of this Deed which restrict or prohibit the ability of the Subscriber to enter into and perform the terms hereof.

5.2 Evaluation of Risk

The Subscriber:

- i) is knowledgeable and experienced in business and financial matters;
- ii) has had access to the Company's management and its records for the purpose of conducting its due diligence; and
- iii) is capable of evaluating the merits and risks of an investment in the Subscription Shares

5.3 Legend

The Subscriber understands that each certificate representing the Subscription Shares will bear a legend as set forth below:

“The class of shares represented by this Certificate has rights and privileges, restrictions or conditions attached thereto and the Company will furnish to the holder on demand and without charge, a copy of the text of the rights, privileges, restrictions and conditions attached to the said shares and the authority of the directors to fix the rights, privileges, restrictions and conditions of any subsequent series if applicable.”

ARTICLE 6: GENERAL

6.1 Notices

Any notice given in connection with this Deed must be in writing and is sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

6.1.1 in the case of a notice to the Company at:

E-mail: lynn.young@bel.com.bz AND legal@bel.com.bz
Attention: Executive Chairman

6.1.2 in the case of a notice to the Subscriber at:

[]

E-mail: []

Attention:[]

Any notice delivered or transmitted to a Party in accordance with the foregoing is deemed given and received on the day it is delivered or transmitted if it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the notice is delivered or transmitted after 5:00 p.m. local time, or if such day is not a Business Day, then the notice is deemed to have been given and received on the next Business Day. Any Party may, from time to time, change its address or e-mail address by giving notice to the other Party service of which shall be effected in accordance with the provisions of this Section 5.1.

6.2 Expenses

The Company and the Subscriber will, on Completion, pay each of its own legal fees and disbursements incurred in connection with the transactions contemplated in this Deed

6.3 Amendment

This Deed may only be amended, supplemented, modified or terminated by the agreement in writing of the Company and the Subscriber.

6.4 Execution and Delivery

This Deed may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts together constitute one agreement.

6.5 Benefit of the Deed

This Deed inures to the benefit of and is binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

6.6 Arbitration

All questions, controversies or claims arising out of or relating to this Deed shall be settled by arbitration in accordance with the rules of the Arbitration Act of Belize.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have duly executed this Deed this day of _____ 2026.

SIGNED SEALED AND DELIVERED by)
[_____])
for and on behalf of) _____
the GOVERNMENT OF BELIZE)

In the presence of:

Witness

THE COMMON SEAL of)
BELIZE ELECTRICITY LIMITED)
was hereunto affixed in accordance with) _____
its Articles of Association in the presence of:)

Witness

SCHEDULE A

Rights and Conditions attached to Subscription Shares

(a) Dividends

Non-cumulative dividends may be declared at a rate up to 5% per annum on the Issue Price at the sole discretion of the Company. In the event that dividends are declared for Ordinary Shares at an annual rate that exceeds the rate payable on the Subscription Shares, the dividends payable on such Subscription Shares shall be equal to the rate payable on Ordinary Shares.

(c) Voting rights

The Subscription Shares shall not confer unto the holder any voting rights save in accordance with the Articles of Association.

(d) Redemption

The Preference Shares shall be redeemed by the Company in whole on the date falling twenty-five (25) years from the Effective Date of the Agreement. Any such redemption shall be effected solely by way of conversion into Ordinary Shares and shall not, under any circumstances, give rise to any obligation on the Company to deliver cash or any other financial asset.

(e) Conversion

In addition, the holder may, at any time prior to the redemption date and subject to the consent of the Company, request conversion of any or all of the Preference Shares into Ordinary Shares. Any such conversion shall be effected on the same basis as redemption, being a fixed conversion ratio of two (2) Ordinary Shares for each Preference Share, at a fixed conversion price of \$4.50 per Ordinary Share, which the subscriber irrevocably agrees to accept in full satisfaction of its investment. The Ordinary Shares issued pursuant to this conversion will rank in full for any dividend or other distribution paid on or after the relevant conversion date and will rank in full for all dividends and other distributions declared, made or paid *pari passu* in all other respects with the Ordinary Shares issued and outstanding at that date.

(f) Return of Capital

The Subscription Shares shall confer on the holders thereof the right on a winding-up or other return of capital (but not on a redemption) to repayment, in priority to any payment to the holders of Ordinary Shares and at least in

parity with the holder of the Special share as defined in the Articles of Association and the holders of any other preference shares of the Company from time to time, of the amounts paid up on the Subscription Shares held by them.

(g) Further Participation

The Subscription Shares shall not entitle the holders thereof to participate in the profits or assets of the Company beyond such rights as are expressly set forth in this Schedule.