

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt about the contents of this document or about what action to take, you are recommended immediately to seek your own professional advice from your stockbroker, solicitor, accountant or other financial adviser who is duly authorised under the Financial Services and Markets Act 2000 (the FSMA) and who specialises in advising on the acquisition of securities.

The Directors of BB Holdings Limited, whose names appear on page 3 of this document, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. This document, which also constitutes an AIM admission document, has been drawn up for such purpose in accordance with the AIM Rules.

**Application will be made for the Warrants that will be issued pursuant to the Placing, to be admitted to trading on AIM, and it is expected that trading in the Warrants will commence on April 23 2007. AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the United Kingdom Listing Authority. A prospective investor should be aware of the risks in investing in such companies and should make the decision to invest only after careful consideration, and, if appropriate, consultation with an independent financial adviser. London Stock Exchange plc has not itself examined or approved the contents of this document. In addition the AIM Rules are less demanding than those of the Official List of the United Kingdom Listing Authority. No application has been made for admission of either the Loan Notes or the Warrants to be listed on any other recognised investment exchange.**

**The whole of this document should be read. You should be aware that an investment in the securities of BB Holdings Limited involves a high degree of risk and your attention is drawn to the Risk Factors set out in Part 4 of this document.**

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## **BB HOLDINGS LIMITED**

**(Incorporated in Belize under the International Business Companies Act 1990, with registered number 1)**

### **Placing of US\$50,000,000 fixed rate 10 per cent. unsecured Loan Notes due 2013**

**- and -**

### **Issue of Warrants to subscribe for 7,692,308 new ordinary shares at US\$6.50 per new ordinary share**

**- and -**

### **Admission of the Warrants to trading on AIM**

**Nominated Advisor  
CENKOS SECURITIES PLC**

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Neither the Loan Notes nor the Warrants have been or will be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), under any state securities laws in the United States or under the applicable securities laws of Australia, Canada or Japan. Accordingly, subject to certain exceptions, neither the Loan Notes nor the Warrants may be offered or sold within the United States, Australia, Canada or Japan or to any national, resident or citizen of the United States, Australia, Canada or Japan.

Cenkos Securities plc, which is regulated in the United Kingdom by The Financial Services Authority, is acting as Nominated Advisor to BB Holdings Limited in relation to the proposed admission of the Warrants to trading on AIM and is not acting for any other persons and will not be responsible for anyone other than BB Holdings Limited for providing the protections afforded to customers of Cenkos Securities plc or advising them on the contents of this document or any matter referred to in it.

The contents of this communication have been approved by Cenkos Securities plc solely for the purposes of Section 21(2)(b) of the FSMA (where such approval is required because the communication is not otherwise exempt under that Act). Cenkos Securities plc can be contacted at 6.7.8 Tokenhouse Yard, London EC2R 7AS.

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## DIRECTORS AND ADVISERS OF THE COMPANY

<b>Directors</b>	Lord Ashcroft, KCMG David Hammond Peter Gaze Philip Johnson Philip Osborne Cheryl Jones Emory King John Searle	<i>Chairman</i> <i>Deputy Chairman</i> <i>Chief Financial Officer</i> <i>Chief Executive Officer</i> <i>Director</i> <i>Non-executive Director</i> <i>Non-executive Director</i> <i>Non-executive Director</i>
	<i>each of:</i> 60 Market Square, PO Box 1764, Belize City, Belize, Central America	
<b>Company Secretary and Registered Office</b>	Philip Osborne 60 Market Square PO Box 1764 Belize City Belize Central America	
<b>Nominated Adviser</b>	Cenkos Securities plc 6.7.8 Tokenhouse Yard London EC2R 7AS United Kingdom	
<b>Broker</b>	Fyshe Horton Finney Limited Charles House 148-149 Great Charles Street Birmingham B3 3HT United Kingdom	
<b>Auditors</b>	Horwarth Belize 35A Regent Street PO Box 756 Belize City Belize Central America	
<b>Legal Advisers</b>	Allen & Overy LLP One Bishops Square London E1 6AO United Kingdom	
<b>Depositary</b>	Capita IRG Trustees Limited The Registry 34 Beckenham Road Beckenham Kent BR3 4TU United Kingdom	
<b>Registrars</b>	The Belize Bank Limited 3rd Floor 212 North Front Street PO Box 1764 Belize City Belize Central America	Capita IRG (Offshore) Limited Victoria Chambers Liberation Square 1/3 The Esplanade St. Helier Jersey JE2 3QA

## KEY INFORMATION

*The following information should be read in conjunction with the full text of this document from which it is derived. Any investment decision should be made only after due and careful consideration of all the information contained in this document and, where necessary, having received professional advice from an appropriately authorised person.*

### THE COMPANY

BBHL was originally incorporated in Belize in January 1987 as a general business corporation, and reincorporated in May 1990 as an international business company under the IBCA. The Company is the holding company for a group of companies that operate a financial services business in both Belize and the Turks and Caicos Islands, and is seeking to expand these operations and exploit current growth opportunities in the Caribbean region.

### THE PLACING

Pursuant to a resolution of the Board dated March 23, 2007, the Company has approved the placement of US\$50,000,000 10 per cent. fixed rate, unsecured, loan notes with a maturity date of April 23, 2013, together with 7,692,308 warrants to subscribe for new ordinary shares of the Company at an exercise price of US\$6.50 per new ordinary share, until April 23, 2013 pursuant to the terms and conditions of the Placing described more fully in Part 5 of this document, and the terms of the Placing Letters. Subject to rounding up or down to the nearest whole Warrant, investors will receive, for each US\$6.50 of Loan Notes subscribed, one Warrant.

Lord Ashcroft, KCMG has undertaken to take up his full placing amount of Loan Notes amounting to US\$38,539,000 together with the 5,929,007 corresponding Warrants. Lord Ashcroft, KCMG has further undertaken to subscribe for himself, or procure others to subscribe, for any Loan Notes and corresponding Warrants which are not taken up by other placees, thus ensuring the entire issue of the Loan Notes and Warrants will be taken up.

### SUMMARY OF THE TERMS AND CONDITIONS OF THE LOAN NOTES

The Loan Note Instrument constitutes the Loan Notes. The Loan Notes are subject to the terms and conditions contained in Part 2 of this document.

### SUMMARY OF THE TERMS AND CONDITIONS OF THE WARRANTS

The Warrant Instrument constitutes the 7,692,308 Warrants and each Warrant entitles the holder of the Warrant to subscribe for one new ordinary share of no par value in the capital of the Company at an exercise price of US\$6.50 per new ordinary share, at any time prior to April 23, 2013. The subscription price and the number and nominal value of the shares to which each Warrant relates is subject to adjustment in the event of a capitalisation, consolidation or sub-division of the share capital of the Company so as to maintain the equivalent cost of exercising the subscription rights of each holder of Warrants.

### ADMISSION OF THE WARRANTS TO AIM

Application will be made for the Warrants to be admitted to trading on AIM, and it is expected that trading in the Warrants will commence on April 23, 2007. The Placing is not conditional on Admission.

### USE OF PROCEEDS

The Placing is expected to raise US\$50,000,000 gross of fees and expenses. BBHL is actively pursuing a strategy to increase its US dollar denominated earnings in the Caribbean region and in particular in the Turks and Caicos Islands where the Directors consider that there are significant opportunities to utilise the proceeds of the Placing in an economy that is experiencing rapid growth in the tourism and property development sectors.

In the first instance, it is anticipated that the proceeds of the Placing will be used by BBHL further to capitalize The Belize Bank (Turks and Caicos) Limited in order to:

- (a) reinforce its operating bank as a leading lending institution in the Turks and Caicos Islands;

- (b) increase the range of other financial services offered by the operating bank; and
- (c) enhance its market share of certain financial products and services in the region.

BBHL may also, in due course, review other opportunities to expand its financial services business to other parts of the Caribbean or Central America.

## PART 1

### INFORMATION ON THE COMPANY

#### 1. INTRODUCTION

BBHL was originally incorporated in Belize in January 1987 as a general business corporation, and reincorporated in May 1990 as an international business company under the IBCA. The liability of the shareholders of BBHL is limited. The Company is the holding company for a group of companies that principally operate a financial services business in both Belize and the Turks and Caicos Islands. The Company also holds a strategic minority investment in a group of companies known collectively as Numar, which operates in the edible oil processing and distribution industry.

In recent years BBHL's policy has been to grow its financial services business by re-investing undistributed net income and growing the deposit base of the business both inside and outside Belize. In the opinion of the Directors, this has facilitated a satisfactory record of growth. However, the demand for new lending and the availability of opportunities for expansion, particularly in the Turks and Caicos Islands, has created the need for additional funding sources. The Directors believe that the issue of the Loan Notes, with the Warrants attached, is an expedient and relatively low cost means of raising unsecured financing to facilitate the growth that BBHL is pursuing. The admission of the Warrants to trading on AIM will provide Warrant holders with added liquidity for their investment (subject always to the Risk Factors set out in Part 4 of this document).

#### 2. DESCRIPTION OF BUSINESSES

##### *History and Development of the Company*

Prior to the business disposal and reorganisations which are described below, BBHL operated as a services company with interests in businesses operating in the facilities services sector, principally operating in the United States and the United Kingdom; the staffing services sector, operating in the United Kingdom, the Republic of Ireland and the United States; the financial services sector, principally operating in Belize and the Turks and Caicos Islands; and the telecommunication services sector, operating in Belize. However, over the last three years through a combination of a disposal and several demergers the Company has become the holding company for a financial services business operated through its principal subsidiary, The Belize Bank Limited, and continues to hold an investment in Numar. The principal elements of this restructuring were as follows:

- (a) In February 2004, BBHL disposed of its entire 52.5 per cent. interest in Belize Telecommunications Limited, a provider of telephone services in Belize. The funds realised, amounting to approximately US\$57.0 million, were used principally to repay the Company's group credit facility at that time. This facility was then terminated.
- (b) In 2005, the Company commenced the separation of its US and UK businesses from its Central American assets, principally comprising its financial services business and its 24.8 per cent. interest in Numar, so as to create distinct, publicly traded companies for the three groups of businesses.
- (c) In August 2005, BBHL completed the first part of this reorganisation by demerging its UK and Ireland based businesses into a new holding company, CGL, distributing all of the shares in that company to BBHL's then shareholders and assisting in arranging for the shares in CGL to be admitted to trading on AIM.
- (d) In February 2006, BBHL further reorganised its group by demerging its United States facilities services businesses into a new holding company, OSI, distributing all of the shares in that company to BBHL's then shareholders and assisting in arranging for the shares in OSI to be admitted to trading on AIM.

BBHL Ordinary Shares have been listed in the United Kingdom on AIM since 1999 and are currently traded on that market under the ticker symbol “BBHL”.

### ***Strategy and Principal Investments***

The objective of the demergers described above was to enable BBHL to separate its US and UK businesses from its Central American assets, principally comprising the financial services business of the Company and its equity interest in Numar, so as to create distinct, publicly traded companies for the three groups of businesses. Following the demerger, BBHL has retained the ownership of its principal subsidiaries that operate its financial services business and its 24.8 per cent. equity interest in Numar. The financial services business operates principally in Belize and the Turks and Caicos Islands.

The Belize Bank Limited is the largest financial institution in Belize serving both individual and corporate customers with full-service banking at its twelve branches located in every major town and city throughout the country. The Belize Bank Limited has two wholly owned subsidiaries: (i) Belize Bank International Limited, which provides a range of banking services to its separate international customer base; and (ii) The Belize Bank (Turks and Caicos) Limited, which serves a commercial customer base principally in the tourism and related real estate development sectors.

In the last three years, the Company’s management has focussed its attention on the organic growth of the financial services business with a strong emphasis on the Turks and Caicos Islands, where the growth of tourism and related industries has created, in the opinion of the Board, an environment favourable for expansion. The growth has been funded by an increase in deposits together with the utilisation of retained earnings of BBHL. The majority of investment has been in growing the loan portfolio of the financial services business. There are no commitments to invest at this time. However, the Directors believe that there is a pipeline of new investment opportunities, principally in the lending market, both within Belize and the Turks and Caicos Islands.

BBHL’s priority remains that of maximising shareholder value. Its strategy with respect to The Belize Bank Limited’s current operations is to maintain and develop the dominant position of the company as the leading and largest banking institution in Belize and as one of leading banking institution in the Turks and Caicos Islands, by providing an increased range of financial products and services to individuals, corporations and other customers. The Belize Bank Limited, either directly or through other affiliates, intends to accomplish this through: increased commercial and consumer lending; the introduction of new products and services, including an extension of its internet banking service; the offering of non-credit, fee generating administrative services; and continued cost and service efficiencies. BBHL intends to continue to expand its financial services business in line with economic growth and to enhance market share for particular products and services.

BBHL may also, in due course, review opportunities to expand its financial services business to certain parts of the Caribbean or Central America that are outside Belize and the Turks and Caicos Islands.

Outside of the financial services division, BBHL holds an equity interest of approximately 24.8 per cent. of Grupo Agroindustrial CB, S.A. and its related group of companies (a group of companies known as **Numar**). Numar owns edible oil processing and distribution operations and palm seed plantations, principally in Costa Rica, where it is a market leader in edible oils, margarine, industrial oils and animal feed. The Company has one representative on the supervisory boards of Numar.

BBHL’s strategy with regard to its equity investment in Numar is to maximise shareholder value either by continuing to hold the investment for the medium to long-term or by taking advantage of any divestment opportunities that may arise and which would allow BBHL to redeploy the disposal proceeds to continue the expansion of the financial services operations.

### ***Principal Activities***

The financial services business of BBHL operates principally through The Belize Bank Limited in Belize, The Belize Bank (Turks and Caicos) Limited in the Turks and Caicos Islands and through Belize Bank International Limited in respect of international customers. The financial services business comprises substantially all of the revenue of BBHL.

#### *The Belize Bank Limited*

The Belize Bank Limited has the largest, full service commercial and retail banking operation in Belize with a head office in Belize City and twelve branches. The branch network of The Belize Bank Limited is located in each of the six regions of Belize. The principal operations of The Belize Bank Limited are: commercial lending; consumer lending; deposit taking; and related banking activities. In addition, affiliates of BBHL provide a range of other financial and related services including company formation and related accounting and administrative services, plus company registration services.

The Belize Bank Limited provides commercial loans for short-term financing and working capital purposes. These loans are mainly collateralised, repayable on demand and are made to a wide range of corporations and commercial enterprises, primarily small to medium-sized businesses. Most commercial loans are variable rate loans based on The Belize Bank Limited's prime rate and typically have maturities ranging from one to ten years. As these loans are generally repayable on demand, The Belize Bank Limited is generally protected against liquidity constraints. In addition, as the loans are granted on a variable rate basis, the company is protected against interest rate risk. The 20 largest commercial borrowers represented approximately 41 per cent. of The Belize Bank Limited's total loan portfolio at March 31, 2006.

The Belize Bank Limited conducts its consumer lending business through its network of branch offices. It offers collateralised and non-collateralised personal financing, mostly for consumer items. Approximately 46 per cent. of the value of the consumer loan portfolio is covered by collateral. Consumer loans are comprised principally of consumer installment loans, which are repayable on demand, with fixed interest terms, and are generally subject to a maximum amount of US\$25,000. In practice, consumer loans typically have maturity terms of up to five years. The loss rate in the consumer loan portfolio is normally higher than other loans, offsetting to some extent the higher yields obtained from these loans. The Belize Bank Limited continues to monitor the risks associated with both collateralised and non-collateralised personal credits through personal knowledge of the client, careful monitoring of payment histories and a thorough credit review prior to loan disbursement.

Other lending comprises residential mortgage loans and commercial mortgage loans including construction loans. Although technically granted on a demand basis, mortgage loans generally have maturities of up to 10 to 15 years with variable interest rates. Residential loans are primarily to higher net worth individuals.

The Belize Bank Limited currently offers several types of deposit accounts including demand deposits, savings deposits and term deposits. Demand deposits pay no interest other than to a few selected customers. Savings deposits pay semi-annual interest of approximately 5 per cent. or 6 per cent. per annum depending on the balance maintained, and are repayable on demand. The Belize Bank Limited funds itself primarily through deposits. Savings accounts and term deposits represent approximately 65 per cent. of The Belize Bank Limited's total liabilities. The Belize Bank Limited has Belize's largest deposit base with approximately 60,200 savings and demand accounts. At March 31, 2006, The Belize Bank Limited held an approximate 37 per cent. share of the Belizean banking system's total deposits, an approximate 36 per cent. share of total Belizean dollar deposits and an approximate 42 per cent. share of foreign currency deposits, according to the Central Bank of Belize. In each of these deposit markets, The Belize Bank Limited is believed by the Directors to hold the leading market share of all financial institutions operating in Belize.



The Belize Bank Limited also derives income from foreign exchange transactions related to trade, and from various customer service and letter of credit fees, credit card fees, safe deposit boxes, point of sale machines, automated telling machines and other fee based services.

*The Belize Bank (Turks and Caicos) Limited*

Established as a subsidiary of The Belize Bank Limited in 1999, The Belize Bank (Turks and Caicos) Limited now provides substantial US dollar denominated earnings for the financial services business of BBHL. The Belize Bank (Turks and Caicos) Limited offers deposit accounts maintained in US dollars and is a leading provider of customised lending products, principally to development financing. The majority of The Belize Bank (Turks and Caicos) Limited’s international loan portfolio supports residential properties and tourism developments.

The economy of the Turks and Caicos Islands continues to be one of the fastest growing economies in the Caribbean, primarily driven by tourism and related real estate development. In the opinion of the Board, The Turks and Caicos Islands combine the stability of a British Overseas Territory with the acceptance of the US dollar as the local currency and a well-defined regulatory framework.

*Belize Bank International Limited*

Belize Bank International Limited provides individuals and businesses with competitive multi-currency deposit and lending rates, low corporate setup costs, access to a wide range of investment and account management products, easier trading across international borders and online access to account information. Belize Bank International Limited remains committed to expanding its range of products and services to meet the sophisticated needs of its international customers. Belize Bank International Limited’s lending includes overdrafts, lines of credit, back-to-back loans and secured mortgage loans for personal, residential or commercial purposes. The majority of Belize Bank International Limited’s international loan portfolio supports residential properties and tourism developments.

**3. DIRECTORS**

The Directors of the Company are as follows:

**Lord Ashcroft, KCMG**

Age 61

Lord Ashcroft, KCMG has been the Executive Chairman of BBHL since 1987. Formerly, Lord Ashcroft, KCMG was the Chairman and Chief Executive Officer of ADT Limited (1977 to 1997). He is also the Chairman of Trustees for a number of charities – Michael A. Ashcroft Foundation, Crimestoppers, Prospect Education (Technology) Trust and currently Deputy Treasurer of the International Democrat Union. He was Belize’s Permanent Representative to the United Nations from 1998 until April 2000. Lord Ashcroft, KCMG was a former Treasurer of the Conservative Party in the United Kingdom from 1998 to 2001. He was appointed to the Board of the Conservative Party in the United Kingdom in May 2005 and in December 2005 he became Deputy Chairman. In March 2000, he was appointed a life peer in the British House of Lords and in June 2000 he was awarded a Knighthood (KCMG – Knight Commander of the Order of St. Michael and St. George) for public service to the community and country of Belize. In November 2001, he was invested as Chancellor of Anglia Ruskin University in the United Kingdom.

**David Bruce Hammond**

Age 62

David Hammond has been a Non Executive Deputy Chairman of BBHL since 1998. He is also the Chairman of the Executive Committee and of the Audit Committee. Mr. Hammond is a director and Chairman of the audit committee of Global Health

Partner plc. Mr. Hammond was previously Deputy Chairman of ADT Limited from 1989 to 1996, director and Chairman of the Audit Committee of American Medical Response Inc. from 1993 to 1997 and director and Chairman of the Audit Committee of Provant Inc. from 1998 to 2002. He was a Member of the Competition Commission in the United Kingdom from 1995 to 2001. Mr. Hammond, who is a Chartered Accountant, has over 30 years experience in the services industry.

**Peter Michael Reeder Gaze**

Age 56

Peter Gaze has been a Director of BBHL since March 2007 and an Executive Vice President and Chief Financial Officer of BBHL since 1998. He is also a member of the Executive Committee. Peter Gaze is a Fellow of the Institute of Chartered Accountants in England and Wales, having trained with the international accounting firm of PricewaterhouseCoopers in London. Prior to joining BBHL, Peter Gaze was the Group Financial Controller of ADT Limited from 1990 to 1997.

**Philip Charles Johnson**

Age 50

Philip Johnson was appointed Chief Executive Officer of BBHL in September 2006 having been Chief Executive Officer of BBHL's financial services division and President of The Belize Bank Limited since 1995. He is also a member of the Executive Committee of BBHL. Prior to joining the Bank, Mr. Johnson spent over ten years in a variety of commercial roles, including over seven years with Lonrho PLC, having previously qualified as a Chartered Accountant.

**Philip Thomas Osborne**

Age 45

Philip Osborne has been Company Secretary of BBHL since 1993 and a director of BBHL since February 2007. Mr. Osborne is a Solicitor and a member of the Law Society of England and Wales. Before joining BBHL, Mr. Osborne worked as a legal adviser to the London Stock Exchange and The Securities Association in the United Kingdom and for the international law firms of Clifford Chance and S. J. Berwin & Co. He is a member of the Belize Bar Association and the country representative of Belize for the International Bar Association.

**Cheryl Christine Jones  
(formerly Cheryl Christine  
Healy)**

Age 48

Cheryl Jones has been a Director of BBHL since 2003. Ms. Jones was appointed as Chief Executive Officer of OneSource Services Inc. in February 2006 having been Chairman and Chief Executive Officer of OneSource Holdings, Inc. since April 2003. Prior to joining OneSource, Ms. Jones served as Senior Vice President of National Linen Service, a subsidiary of National Service Industries, Inc. where she held a variety of senior management positions from 1994 to 2001.

**Emory King**

Age 76

Emory King has been a Non Executive Director of BBHL since 1987. Mr. King is now in semi-retirement after a career in insurance and real estate. He is presently involved in publishing, printing and public relations. He is also a Justice of the Peace in Belize.

**John Searle**

Age 69

John Searle has been a Non Executive Director of BBHL since 1987. He is also a member of the Audit Committee. Mr. Searle is Chairman and Managing Director of Belize Global Travel Services Limited, which carries on business in the travel agency and tourism industry.

#### **4. EMPLOYEES**

The BBHL Group employs approximately 300 employees, the majority of whom are based in Belize on a full-time and part-time basis.

There are no employees of BBHL who are represented by trade unions or covered by collective bargaining agreements. The Directors consider that the relations with employees are generally good.

Certain key employees are offered performance incentives based on a variety of relevant criteria. The rewards are usually, but not exclusively, cash based.

#### **5. LONG TERM INCENTIVE PLAN**

At the senior management level, the Company has adopted a long term incentive plan whereby it can offer an equity incentive to those senior personnel whose contribution can make a significant improvement to the value of the business to the benefit of themselves and all shareholders. Further details of the long term incentive plan are detailed in paragraph 6 of Part 8.

#### **6. CURRENT TRADING AND PROSPECTS**

The financial services business of the Company continues to grow principally as a result of the growth of the loan portfolio of the BBHL Group in the Turks and Caicos Islands. Operating income for the quarter ended December 31, 2006 increased by 27.4 per cent. to US\$10.7 million from US\$8.4 million in 2005. Net interest income for the quarter increased by 27.5 per cent. to US\$11.6 million from US\$9.1 million in 2005. The loan portfolio of the BBHL Group in the Turks and Caicos Islands grew by US\$28.6 million in the quarter.

Operating income for the nine months ended December 31, 2006 increased by 18.0 per cent. to US\$28.2 million from US\$23.9 million in 2005. Net interest income for the nine months increased by 20.7 per cent. to US\$32.7 million from US\$27.1 million in 2005.

Net income for the quarter ended December 31 2006 amounted to US\$11.9 million compared with US\$9.8 million in 2005. Diluted earnings per share from continuing operations for the quarter ended December 31, 2006 was US\$0.20 compared with US\$0.16 for 2005. Net income and diluted earnings per share from continuing operations for the nine months ended December 31, 2006 amounted to US\$32.9 million (2005 – US\$25.1 million) and US\$0.55 (2005 – US\$0.42), respectively.

The contribution from the Company's investment in Numar has also increased over the prior year as the business continues to benefit from its recent investment in new plantations and a continuing stability in the international price of edible oils. The Company's share of associate net income from the investment for the nine months ended December 31, 2006 amounted to US\$7.0 million compared with US\$5.8 million in 2005.

All figures in this paragraph 6 are unaudited.

The Company is well placed to utilise the proceeds from the issue of the Loan Notes to fund its future business plans and take full advantage of any future growth in the Caribbean, particularly the Turks and Caicos Islands, and particularly in the tourism and development sectors.

#### **7. REASONS FOR THE PLACING AND ADMISSION OF THE WARRANTS TO AIM**

The rationale for the Placing is to allow the Company to continue to actively pursue its strategy to increase its US\$ dollar denominated earnings in the Caribbean. In the first instance, the proceeds of the placing will be used to further capitalise The Belize Bank (Turks and Caicos) Limited in order to reinforce its operating bank as a leading banking institution in the Turks and Caicos Islands and increase the range and the market share of other financial services offered by the operating bank in the region. The Company may also review other opportunities to expand its financial services business to other parts of the Caribbean in due course. To reduce the costs associated with the Placing, the Directors determined to offer the Loan Notes and Warrants to

approximately and no more than the 100 largest investors in the Company residing outside of the United States.

The Directors believe that admitting the Warrants to trading on AIM will provide the Warrantholders with added liquidity for their investment (subject always to the Risk Factors set out in Part 4 of this document), whilst increasing the profile of the Company in the international capital markets.

## **8. DIVIDEND POLICY**

Dividends in respect of BBHL Ordinary Shares and BBHL Preference Shares may be declared by the Directors when, as and if, the Board deems appropriate. Dividends are declared based on factors including, but not limited to, the results of operations, financial condition, cash requirements and future prospects of the Company at the time declaration of a dividend is being considered. Dividends are declared and paid according to shareholdings.

Dividends in cash will be declared and paid in US dollars unless the Directors determine, as to some shareholders resident in a particular territory, that dividends should be declared or paid in a currency other than US dollars, in which case the Directors may elect to declare or pay a dividend to specified shareholders in such other currency. If a payment of a dividend or other sum payable in respect of a share is left uncashed or is returned to BBHL and, after reasonable inquiries, BBHL is unable to establish the proper address or account for the named recipient thereof, or if the payment of a dividend is left uncashed or is returned to BBHL on two consecutive occasions, BBHL shall not be obligated to continue sending dividend payments to the particular recipient until BBHL is notified by the shareholder of a new address or account to which payment should be directed. Any dividend or distribution which is unclaimed for a period of two years from the date on which it became payable shall be forfeited and revert to BBHL.

The policy of the Company over recent years has been to use surplus cash resources to reduce indebtedness and to finance the Company's development and expansion in its services divisions. In August 2004, BBHL announced a dividend which was satisfied by the transfer of its entire shareholding in its wholly owned subsidiary Seashell Group Limited (**Seashell**) to those of its shareholders who did not qualify as US Persons. Seashell at the time had a net asset value of approximately US\$12 million. The dividend amounted to 16.55 ordinary shares in Seashell for each 100 BBHL Ordinary Shares held. Those shareholders of BBHL who were US Persons received cash of US\$15.22 for each 100 BBHL Ordinary Shares held.

In May 2005, BBHL announced a dividend which was satisfied by the transfer of its entire shareholdings in Seashell II Limited (**Seashell II**) and Bombshell Limited (**Bombshell**), both wholly owned subsidiaries of BBHL and incorporated under the IBCA, to those of its shareholders who did not qualify as US Persons. Seashell II and Bombshell each had a net asset value of US\$6 million. The dividend amounted to 1.074 ordinary shares in Seashell II and 1.074 ordinary shares in Bombshell for each 10 BBHL Ordinary Shares held. Those shareholders of BBHL who were US Persons received cash of US\$1.9966 for each 10 BBHL Ordinary Shares held, being the US dollar value of the shares in Seashell II and Bombshell to which they would otherwise have been entitled.

The Directors will review the dividend policy of the Company at least annually.

## **9. CORPORATE GOVERNANCE**

The Company is managed by a board of directors chaired by Lord Ashcroft, KCMG. It has established an Executive Committee and an Audit Committee of the Board. The number of Directors may neither exceed 15 nor be less than two in number, and each Director is appointed by a resolution of the members of the Company or a resolution of the Board. The Directors are not subject to retirement by rotation unless the Company by resolution determines to implement retirement by rotation on an annual basis. Subject to the passing of a resolution to implement retirement by rotation, each Director holds office until his term of office is ended by his resignation, removal. A Director may hold any office or position in the Company in

conjunction with his office of Director. The memorandum and articles of association of the Company, further details of which are described in paragraph 8 of Part 8, provide for neither an age limit for Directors nor any requirement that Directors hold shares in the Company. If retirement by rotation were implemented, the Directors would be subdivided into three classes, with each class retiring at consecutive general meetings of the shareholders until all then-sitting Directors have retired, and thereafter the then-longest serving class of directors would retire at each subsequent meeting. During any period in which retirement by rotation is in effect, shareholders would be limited to electing to the Board a number of new directors not to exceed the number retiring at the applicable general meeting.

Further details of the Company's governance can be found in the description of the Company's memorandum and articles of association in paragraph 8 of Part 8.

## PART 2

### TERMS AND CONDITIONS OF THE LOAN NOTES

*The following are the terms and conditions of the Loan Notes which (subject to amendment) will be endorsed on the Loan Notes or attached to them in definitive form.*

The issue of the US\$50,000,000 Fixed Rate 10 per cent. Unsecured Loan Notes due 2013 (the **Loan Notes**) with Warrants (the **Warrants**) to subscribe for fully-paid new ordinary shares of BB Holdings Limited (the **Company**) was authorised by a resolution of the board of directors of the Company dated March 23, 2007. The Loan Notes are constituted by way of deed poll dated March 23, 2007 executed by the Company (the **Loan Note Instrument**). The statements in this description of the terms and conditions of the Loan Notes (the **Conditions**) include summaries of, and are subject to, the detailed provisions of the Loan Note Instrument. A copy of the Loan Note Instrument is available for inspection by the holders of the Loan Notes (the **Noteholders**) during normal office hours at the office of the Registrar of the Company, being as at the date of this document, 3<sup>rd</sup> Floor, 212 North Front Street, PO Box 1764, Belize City, Belize, Central America and at the offices of Allen & Overy LLP, One Bishops Square, London, E1 6A0, United Kingdom until Admission. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Loan Note Instrument applicable to them.

The Warrants are issued subject to and with the benefit of an instrument by way of deed poll dated March 23, 2007 executed by the Company (the **Warrant Instrument**). The Noteholders are deemed to have notice of the Warrant Instrument, the current depositary agreement, the registrar's agreement, the trust deed poll and any required amendments thereof, including, without limitation, the terms and conditions of the Warrants contained in the Warrant Instrument, copies of which are available for inspection during normal office hours at the office of the Registrar of the Company, being as at the date of this document, 3<sup>rd</sup> Floor, 212 North Front Street, PO Box 1764, Belize City, Belize, Central America, the registered office of the Warrant Registrar, being as at the date of this document, Victoria Chambers, Liberation Square, 1/3 The Esplanade, St. Helier, Jersey JE2 3QA and the offices of Allen & Overy LLP, being as at the date of this document, One Bishops Square, London, E1 6A0, United Kingdom

#### ***Conditions of the Loan Notes***

In the Conditions:

**Business Day** means a day (other than a Saturday or a Sunday) on which banks in Belize are generally open for normal business;

**Directors** means the board of directors for the time being of the Company or a duly authorised committee of the board;

**Extraordinary Resolution** means a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of this Instrument by a majority consisting of not less than three-quarters of the votes cast on the resolution;

**Interest Payment Date** means April 1 and October 1 in each year, except that the first Interest Payment Date shall be on October 1 2007 and **Interest Period** means the period from and including the first date of issue of any of the Notes up to but excluding the first Interest Payment Date and each subsequent period from and including that or any subsequent Interest Payment Date up to but excluding the next following Interest Payment Date.

**Noteholder** means a person whose name is entered in the Register as the holder of a Note;

**Notes** means the fixed rate 10 per cent. unsecured loan notes 2013 constituted by this Instrument or the definitive certificates representing their nominal amounts and for the time being outstanding, as the case requires;

**Register** means the register of holders of the Notes kept by or on behalf of the Company;

**Registrar** means The Belize Bank Limited or such other person for the time being appointed by the Company to maintain the Register;

**Repayment Date** has the meaning ascribed to it in the Conditions;

**US\$, USD and cent** means dollars and cents, being the lawful currency of the United States of America;

## **1. Form and status**

- 1.1 This Note is one of a series of Notes and is issued subject to and with the benefit of the provisions of the Instrument. A copy of the Instrument may be inspected during normal office hours at the office of the Registrar. The Instrument does not contain any restrictions on borrowing, or on the charging or disposal of assets, by the Company or any of its subsidiaries.
- 1.2 No application has been or is intended to be made to any stock exchange or other investment exchange for any of the Notes to be listed or otherwise traded.

## **2. Repayment**

- 2.1 The Company may at any time after April 23, 2010, on giving not less than 30 days' notice to the Noteholders, repay at par all or any part (by pro rata reduction of each Note outstanding on the date of such repayment, pursuant to which such consequential amendments as may be required to reflect such partial repayment shall be made to these Conditions) (being US\$1,000 or an integral multiple thereof) of the Notes, together with any accrued interest due up to (but not including) such date of repayment. Partial repayment of the Note at the option of the Noteholder shall not be permitted.
- 2.2 To the extent any Note is outstanding as at April 23, 2013, it will be repaid by the Company at par with accrued interest on such date.
- 2.3 On any repayment of principal to a Noteholder under this Condition or Condition 4 the Company shall pay to him the interest accrued on the amount repaid up to (but excluding) the date of repayment, in accordance with Condition 3.

## **3. Interest**

- 3.1 Until such time as the Notes are repaid, purchased or cancelled by the Company in accordance with the provisions of the Instrument or these Conditions, the Company shall pay to the Noteholders interest on the outstanding principal amount of the Notes at the rate of 10 per cent. per annum in arrears on each Interest Payment Date in respect of the Interest Period ending on but excluding that date.
- 3.2 Each instalment of interest payable in respect of an Interest Period shall be calculated by applying the rate of interest to the aggregate principal amount of Notes held by each Noteholder (or Noteholders in the case of joint holders), multiplying such product by the actual number of days in the relevant Interest Period and dividing it by 365 or (in the case of an Interest Payment Date falling in a leap year) 366 and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).
- 3.3 On or as soon as practicable following each Interest Payment Date or any other date on which any interest is paid to a Noteholder the Company shall deliver to the Noteholder a certificate as to the gross amount of the relevant interest payment to be made in cash. Noteholders shall be responsible for their own tax affairs in relation to the payment of such interest.
- 3.4 Interest on any Notes becoming liable to repayment shall cease to accrue as from the due date for repayment of the Notes unless, against due delivery of those Notes for repayment, payment of the principal and interest payable is refused by the Company on the due date.

#### **4. Acceleration**

- 4.1 A Noteholder may require the Company to repay at par all of the Notes held by him, together with accrued interest, if any of the following events occurs:
- (a) the Company fails to pay within 30 days of the due date any principal or interest payable in respect of the Notes held by that Noteholder;
  - (b) an order is made by a competent court or an effective resolution is passed for winding-up the Company (other than a voluntary winding-up for the purposes of an amalgamation, reconstruction or merger on terms previously approved by an Extraordinary Resolution); or
  - (c) an encumbrancer takes possession of, or an administrator or administrative receiver or a manager or receiver is appointed for or over the whole (or substantially the whole) of the undertaking or property of the Company, unless the same is removed, stayed, paid out or discharged within 30 days.
- 4.2 The Company shall notify the Noteholders of the happening of any of the events specified in Condition 4.1 promptly after becoming aware of the same.
- 4.3 In order to require repayment under this Condition a Noteholder must give notice to the Company of the event specified in Condition 4.1 while the relevant event specified in Condition 4.1 is continuing and, upon that notice being given to the Company, all of the Notes held by that Noteholder will become immediately repayable.

#### **5. Surrender of Notes on repayment and prescription**

- 5.1 Whenever any Notes are due to be repaid under any of these Conditions (in whole or in part) the Noteholder shall, not less than 15 days before the due date for such repayment, deliver those Notes to the office for the time being of the Registrar (or to such other place as the Company may direct by notice to the Noteholders).
- 5.2 If part only of the principal amount of any Note so delivered is repaid, the Company shall cancel such Note and without charge issue to the Noteholder a new Note for the balance of the principal amount due to him.
- 5.3 If any Noteholder fails or refuses to deliver up any Note which is liable to be repaid in whole or in part under these Conditions at the time and place fixed for repayment, or fails or refuses to accept payment of the monies due on repayment, those monies may be set aside by the Company and paid into a separate bank account and held by the Company for that Noteholder on the following terms:
- (a) the Company shall not be responsible for the safe custody of such monies or for any interest accruing on them;
  - (b) the Company may deduct from such interest (if any) as those monies may earn while on deposit, any expenses incurred by the Company in that connection;
  - (c) any such amount so paid or deposited, together with such interest (if any) accruing on it in accordance with Condition 3, will immediately be paid to the Noteholder or his successors upon delivery of the relevant Note at any time during the period of two years from the making of the deposit; and
  - (d) any such amount so paid or deposited, together with such interest (if any) accruing on it in accordance with Condition 3, which remains unclaimed after a period of two years from the making of the deposit shall revert to the Company, notwithstanding that in the intervening period the obligation to pay the same may have been provided for in the books, accounts and other records of the Company.



## **6. Payments**

- 6.1 If any payment of principal or interest in respect of the Notes would otherwise fall to be made on a day which is not a Business Day, payment shall be postponed to the next day which is a Business Day and no further interest or other payment will be made as a consequence of any such postponement.
- 6.2 Payment of any principal or interest in respect of any Note will be made to the person shown in the Register as the holder of that Note at the close of business on the fifth Business Day before the relevant payment date (the **Record Date**), notwithstanding any intermediate transfer or transmission of the Note. All such payments shall be made in US dollars only.
- 6.3 Payment of any principal or interest in respect of any Note may be made by cheque or warrant sent through the post to the registered address of the Noteholder or, in the case of joint Noteholders, to the registered address of that one of them who is first named on the Register on the Record Date (or to such person and to such address as the Noteholder or joint Noteholders may in writing to the Registrar or the Company direct prior to the Record Date). Every such cheque or warrant shall be made payable to the person to whom it is sent (or to such person as the Noteholder or joint Noteholders may direct in writing to the Registrar or the Company prior to the Record Date) and payment of the cheque or warrant shall be a good discharge to the Company.
- 6.4 Every such cheque or warrant shall be sent through the post not later than the Business Day preceding the due date for payment. Payments of principal or interest will only be mailed to an address in the United Kingdom or Belize. Payments will be subject in all cases to any applicable fiscal and other laws and regulations but shall otherwise be made without set-off or counterclaim.
- 6.5 If requested by any Noteholder, payment may be made (subject to any applicable laws and regulations in the place of payment) by such means (other than a cheque or warrant) as is reasonably acceptable to the Company, including without limitation by wire transfer to a dollar account maintained by the payee with a bank in the US or in the United Kingdom, in each case as notified to the Company at least ten Business Days prior to the due date for such payment.

## **7. Purchase**

The Company may at any time purchase any Notes by tender (available to all Noteholders alike) or by private treaty at any price.

## **8. Cancellation**

Notes purchased by or on behalf of the Company or repaid by the Company will be cancelled immediately following such acquisition or repayment and shall not be available for reissue.

## **9. Modification**

- 9.1 The Company may amend the provisions of the Instrument (including the Conditions), without the sanction or consent of Noteholders if, in the opinion of the Company, such amendment would not be materially prejudicial to the interests of the Noteholders or is of a formal, minor or technical nature or to correct a manifest error. Any opinion of the Company in this regard shall be arrived at in its absolute discretion without consulting Noteholders and no liability shall attach to it in respect of its opinion.
- 9.2 The provisions of the Instrument (including the Conditions) and the rights of the Noteholders may from time to time be amended, modified, abrogated or compromised or any arrangement agreed in any respect with the sanction of an Extraordinary Resolution and the written consent of the Company.

9.3 Any such amendment, modification, abrogation, compromise, or arrangement effected pursuant to either Condition 9.1 or Condition 9.2 shall be binding on all Noteholders.

## **10. Transfer**

10.1 Notes may be transferred (subject to these Conditions) in amounts or integral multiples of US\$1,000 or the entire holding of the relevant Noteholder, by executing the instrument of transfer contained on the reverse of the Note or by such other form of instrument in writing agreed between the Company and the Noteholder.

10.2 Every instrument of transfer must be signed by or on behalf of the transferor and the transferor shall remain the owner of the Notes to be transferred until the name of the transferee is entered in the Register in respect of those Notes.

10.3 Every instrument of transfer must be lodged for registration at the office of the Registrar accompanied by the relevant Note(s) and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the Notes or the authority of the person signing the instrument.

10.4 No transfer of a Note shall be registered:

- (a) during the period of five Business Days immediately preceding an Interest Payment Date; or
- (b) if a notice requiring repayment of that Note (in whole or in part) has been given; or
- (c) when the Register is closed.

10.5 If part only of the principal amount of any Note so lodged is transferred, the Company shall without charge issue to the Noteholder a new Note for the balance of the principal amount due to him. All instruments of transfer which are registered may be retained by the Company.

## **11. Transmission**

11.1 Any person becoming entitled to a Note in consequence of the death or bankruptcy of any Noteholder or otherwise by operation of law may upon producing evidence that he sustains the character in respect of which he proposes to act under this Condition or of his title to the Note as the Directors shall reasonably require be registered himself as the Noteholder or, subject to Condition 10, may transfer the Note.

11.2 The executors or administrators of a deceased holder of a Note (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to or interest in such Note.

11.3 In the case of the death of any of the joint holders of a Note the survivors or survivor will be the only persons or person recognised by the Company as having any title to or interest in such Note.

## **12. Lost or destroyed Notes**

If a Note is defaced, lost or destroyed it may be renewed on payment by the Noteholder of the expenses of renewal and on such terms (if any) as to evidence and indemnity as the Directors may require but so that, in the case of defacement, the defaced Note shall be surrendered before a new Note is issued. An entry as to the issue of a new Note and indemnity (if any) shall be made in the Register.

## **13. Notices**

13.1 Any notice or document may be served on a Noteholder by sending it by delivery or facsimile process to his registered address or facsimile number supplied by him to the Registrar or the Company as his address and facsimile number for the service of notices.

- 13.2 In the case of joint Noteholders, a notice or document served on the Noteholder whose name stands first in the Register shall be sufficient notice to all the joint Noteholders.
- 13.3 Any notice or document may be served on the person entitled to a Note in consequence of the death or bankruptcy of any Noteholder by giving notice in the manner in which it would have been given if the death or bankruptcy had not occurred.
- 13.4 Any notice or document (a) delivered shall be deemed to have been served on the date of delivery, and (b) sent by facsimile process shall be deemed to have been served at the time of despatch, if despatched before 3.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the Business Day after the date of despatch. Any notice or document sent by facsimile process shall be confirmed by telephone, but failure to confirm by telephone shall not invalidate the original communication.
- 13.5 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the facsimile message was properly addressed and despatched, as the case may be.
- 13.6 Any document or remittance sent by post shall be sent at the risk of the Noteholder entitled to it.

#### **14. Governing Law**

The Notes are governed by, and shall be construed in accordance with, English law.

#### ***Provisions for meetings of Noteholders***

##### **15. Calling of meetings**

- 15.1 The Company may at any time convene a meeting of the Noteholders. The Company shall also convene a meeting of the Noteholders if so required in writing signed by Noteholders representing not less than two-fifths in nominal amount of the Notes for the time being outstanding (excluding any in respect of which a notice requiring repayment has been given).
- 15.2 Every such meeting and every adjourned meeting shall be held at the registered office of the Company for the time being or such other place as the Company may specify.

##### **16. Notice of meetings**

- 16.1 At least 14 or, in the case of a meeting convened for the purpose of considering an Extraordinary Resolution, at least 21 clear days' notice of any meeting of Noteholders shall be given to the Noteholders.
- 16.2 Any such notice shall specify the place, day and time of the meeting and the general nature of the business to be transacted at the meeting but, except in the case of a resolution to be proposed as an Extraordinary Resolution, it shall not be necessary to specify the terms of any resolution to be proposed. Any such notice shall include a statement to the effect that proxies may be appointed in accordance with the provisions of these conditions.
- 16.3 The accidental omission to give notice to, or the non-receipt of notice by, any of the Noteholders shall not invalidate the proceedings at any meeting.

##### **17. Chairman**

A person (who need not be a Noteholder) nominated in writing by the Company shall be entitled to take the chair at a meeting of the Noteholders but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for the holding of the meeting, the Noteholders present shall choose one of their number to be chairman.

## **18. Quorum**

At a meeting of the Noteholders one or more persons present in person or by proxy holding or representing a majority in nominal amount of the Notes for the time being outstanding shall form a quorum for the transaction of business. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

## **19. Absence of quorum**

If within 15 minutes from the time appointed for a meeting of the Noteholders a quorum is not present, the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case it shall stand adjourned to such day and time (being not less than 14 nor more than 42 clear days after the time of the original meeting) and to such place as the chairman may decide. At such adjourned meeting, one or more Noteholders present in person or by proxy shall form a quorum.

## **20. Notice of adjourned meeting**

At least 14 clear days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and such notice shall state the quorum required at such adjourned meeting. It shall not otherwise be necessary to give any notice of an adjourned meeting.

## **21. Adjournment of meeting**

The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time (being not less than 14 nor more than 42 clear days after the time of the original meeting) and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the original meeting.

## **22. Voting on a show of hands**

22.1 Every question submitted to a meeting of Noteholders shall be decided in the first instance by a show of hands and, in the case of an equality of votes, the chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a duly appointed proxy or representative.

22.2 Unless a poll is lawfully demanded, a declaration by the chairman that the resolution has been carried or carried by a particular majority or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

## **23. Demand for poll**

A poll may be demanded (before or on the declaration of the result of the show of hands) by the chairman, the Company or by one or more persons holding Notes or being proxies and being or representing in the aggregate the holders of not less than one-twentieth of the nominal amount of the Notes then outstanding.

## **24. Manner of taking poll**

24.1 If at any meeting a poll is demanded it shall be taken in such manner below as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll.

24.2 Any poll demanded on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment. A poll demanded on any other question shall be taken at such time and place as the chairman may direct. No notice need be given of a poll not taken immediately.

24.3 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The demand for a poll may be withdrawn.

## **25. Persons entitled to attend and vote**

Any persons duly authorised by the Company (including, without limitation, their respective legal and financial advisers) shall be entitled to attend and speak at any meeting of the Noteholders. No person shall otherwise be entitled to attend or vote at any meeting of the Noteholders unless he is registered as a Noteholder or is a representative of a corporation which is a Noteholder or a proxy of a person who is a Noteholder.

## **26. Voting**

26.1 Subject as provided in Condition 25 above, at any meeting of Noteholders:

- (a) on a show of hands every Noteholder who (being an individual) is present in person or by proxy or (being a corporation) is present by its duly authorised representative or by proxy, shall have one vote; and
- (b) on a poll every person who is so present shall have one vote in respect of every US\$1 nominal of Notes of which he is the holder or in respect of which he is a representative or proxy.

Without prejudice to the obligations of any proxies any person entitled to more than one vote on a poll need not use all his votes or cast all the votes to which he is entitled in the same way.

26.2 In the case of joint Noteholders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

## **27. Proxies**

27.1 A Noteholder may appoint a proxy (who need not be a Noteholder) by instrument in writing in any usual or common form or in any other form which the Directors may approve or accept. The instrument appointing a proxy shall be signed by the appointor or his agent authorised in writing or, if the appointor is a corporation, shall either be executed under its common seal or be signed by an agent or officer authorised for that purpose. The Company may, but shall not be bound to, require evidence of the authority of any such agent or officer.

27.2 An instrument appointing a proxy shall, unless the contrary is stated in it, be valid for any adjournment of a meeting as well as for the meeting to which it relates. No instrument appointing a proxy shall be valid after the expiration of 12 months from its date of execution.

27.3 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or (until registered) the transfer of the Note in respect of which the vote is given provided that no intimation in writing of such death or insanity, revocation or transfer was received by the Company at its registered office before the commencement of the meeting or adjourned meeting, or of the taking of the poll, at which the proxy is used.

## **28. Deposit of proxies**

An instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at such place as the Company may, in the notice convening the meeting, direct or, if no such place is appointed, at the registered office of the Company not less than 48 hours before the time

appointed for holding the meeting or taking the poll at which the person named in the instrument proposes to vote and in default the instrument shall not be treated as valid.

### **29. Corporate representatives**

Any corporation which is a Noteholder may by resolution of its directors or other governing body authorise any person to act as its representative at any meeting of Noteholders and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Noteholder present in person at the meeting.

### **30. Powers of meeting**

A meeting of the Noteholders shall in addition to all other powers (but without prejudice to any powers conferred on other persons in the Instrument) have the following powers exercisable only by Extraordinary Resolution namely:

- (a) to sanction any proposal by the Company for any amendment, modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Company whether such rights shall arise under the Conditions, the Instrument or otherwise;
- (b) to sanction the exchange or substitution for the Notes of, or the conversion of the Notes into, other obligations or securities of the Company, or any other person or entity;
- (c) to assent to any amendment, modification, abrogation or variation of the Conditions or other provisions of this Instrument which is proposed by the Company;
- (d) to authorise any person to execute and do all such documents, deeds, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (e) to give any authority or sanction which under the provisions of this Instrument is required to be given by Extraordinary Resolution; and
- (f) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution.

### **31. Effect of Extraordinary Resolution**

An Extraordinary Resolution passed at a meeting of the Noteholders duly convened and held in accordance with this Instrument shall be binding upon all the Noteholders, whether present or not at such meeting, and each of the Noteholders shall be bound to give effect to it accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of any such resolution justify its passing.

### **32. Minutes**

Minutes of all resolutions and proceedings at every meeting of Noteholders shall be made and duly entered in books to be from time to time provided for that purpose by the Company. Any such minutes, if they purport to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Noteholders, shall be conclusive evidence of the matters contained in them. Until the contrary is proved, every meeting in respect of which minutes of the proceedings have been made and signed in accordance with this Condition shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted at such meeting to have been duly passed and transacted.

**33. Resolutions in writing**

A resolution in writing proposed by the Company and signed by the holders of not less than three-quarters in nominal amount of the Notes for the time being in issue shall have effect in the same manner as an Extraordinary Resolution duly passed at a meeting of Noteholders duly convened and held. Such a resolution may be contained in one document or in several documents in like form, each signed by one or more of the Noteholders.

## PART 3

### TERMS AND CONDITIONS OF THE WARRANTS

*The following are the terms and conditions of the Warrants which (subject to amendment) will be endorsed on the Warrants or attached to them in definitive form.*

This Warrant is one of a series of warrants (the **Warrants**) to subscribe for 7,692,308 fully-paid new ordinary shares of BB Holdings Limited (the **Company**) issued in conjunction with the US\$50,000,000 Fixed Rate 10 per cent. Unsecured Loan Notes due 2013 of the Company (the **Loan Notes**) only for the period from the date of issue to and including April 23, 2013. The Warrants are issued subject to and with the benefit of an instrument by way of deed poll dated March 23, 2007 and made by the Company (the **Warrant Instrument**). The issue of the Warrants was authorised by a resolution of the board of directors of the Company dated March 23, 2007. The Company has entered into a registrar agreement dated April 26, 2006 with Capita IRG (Offshore) Limited (the **Warrant Registrar**) to act as registrar for BBHL Ordinary Shares and a depositary agreement dated April 21, 2006 with Capita IRG Trustees Limited (the **Warrant Depositary**) to act as depositary in respect of certain BBHL Ordinary Shares which the Warrant Depositary holds in registered form. Pursuant to such arrangements, the Warrant Depositary executed an instrument to constitute depositary instruments for BBHL Ordinary Shares by way of deed poll dated April 21, 2006, (the depositary instrument deed poll, together with the registrar agreement and depositary agreement, the **Depositary Instrument Agreements**). The Warrants will also be covered by the registrar and depositary arrangement and, if necessary, amendments will be made to the Depositary Instrument Agreements to cover the Warrants prior to their issue. The statements in these terms and conditions of the Warrants (the **Conditions**) are subject to the detailed provisions of the Warrant Instrument and Depositary Instrument Agreements (including any required amendment). The Loan Notes are constituted by way of deed poll dated March 23, 2007 executed by the Company (the **Loan Note Instrument**).

Copies of the Warrant Instrument, the Loan Note Instrument and Depositary Instrument Agreements are available for inspection by the holders of Warrants (the **Warrantholders**) and the holders of Loan Notes (the **Noteholders**) during normal office hours at the office of the Registrar of the Company, being as at the date of this document, 3<sup>rd</sup> Floor, 212 North Front Street, PO Box 1764, Belize City, Belize, Central America.

Copies of the Warrant Instrument and the Depositary Instrument Agreements are available for inspection by the Warrantholders during normal office hours at the registered office of the Warrant Registrar, being as at the date of this document, Victoria Chambers, Liberation Square, 1/3 The Esplanade, St. Helier, Jersey JE2 3QA. In addition copies will also be available for inspection at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AO until Admission.

The Warrantholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Warrant Instrument, the Depositary Instrument Deed Poll and the Loan Note Instrument applicable to them.

#### ***Conditions of the Warrants***

In the Conditions:

**Adjustment Event** has the meaning set out in the Conditions;

**Business Day** means a day (other than a Saturday or Sunday) on which banks generally are open in Belize and London for normal business;

**Conditions** means the terms and conditions set out in Schedule 1 (subject to any alterations made in accordance with the provisions of this Instrument);



**CREST System** means the relevant system (as defined in the Uncertificated Securities Regulations 2001) for the paperless settlement of security transfers and the holding of securities in uncertificated form in respect of which CRESTCo Limited is the Operator (as defined in those regulations)

**Deposit Conditions** means those conditions relating to the exercise of Warrants pursuant to Condition 2;

**Directors** means the directors of the Company from time to time;

**Equity Share** means shares comprising the equity share capital of the Company;

**Exercise Date** means the day on which the Deposit Conditions are, in the reasonable opinion of the Company, fulfilled or (if fulfilled on different days) on which the last Deposit Condition is fulfilled;

**Exercise Notice** means a notice of the exercise of Warrants given by a Warrantholder, from time to time, in the prescribed form;

**Exercise Price** means the total price payable in cash on the exercise of Warrants by a Warrantholder at a rate of US\$6.50 per Warrant Share (as adjusted for an Adjustment Event);

**Extraordinary Resolution** means a resolution passed at a meeting of the Warrantholders duly convened and held in accordance with the provisions of this Instrument by a majority consisting of not less than three-quarters of the votes cast on the resolution;

**Final Date** means the date which is six years from the date of this Instrument;

**Loan Notes** means the fixed rate 10 per cent. unsecured loan notes due 2013 and issued by the Company pursuant to a deed poll dated on or about the date of this Instrument;

**Ordinary Shares** means the ordinary shares of no par value in the capital of the Company;

**Register** means the register of the holders of the Warrants kept by the Warrant Registrar on behalf of the Company;

**Stock Withdrawal Form** means a notice of the withdrawal of the Warrants held through the CREST System given by a Warrantholder, from time to time, in the prescribed form;

**US\$** means dollars, being the lawful currency of the United States;

**United States** means the United States of America, its territories, its possessions, any State of the United States and the District of Columbia;

**Warrant Certificate** means a certificate evidencing a Warrantholder's entitlement to Warrants substantially in the form set out in Schedule 1;

**Warrant Depositary** means Capita IRG Trustees Limited of The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom or such other depository for the Warrants as is appointed by the Company from time to time and notified to the Warrantholders;

**Warrant Registrar** means Capita IRG (Offshore) Limited of Victoria Chambers, Liberation Square, 1/3 The Esplanade, St. Helier, Jersey JE2 3QA or such other registrar for the Warrants appointed by the Company from time to time and notified to the Warrantholders;

**Warrant Share Account** means the account specified by the Warrant Registrar, from time to time;

**Warrant Shares** means the Ordinary Shares to be issued on exercise of the Warrants; and

**Warrantholder** means a person whose name appears in the Register as the holder of a Warrant.

**Warrants** means the warrants of the Company constituted by this Instrument;

## **1. Form and status**

- 1.1 This Warrant is one of a series of Warrants and is issued subject to and with the benefit of the provisions of the Instrument. A copy of the Instrument may be inspected during normal office hours at the registered office of the Company or at the registered office of the Warrant Registrar.
- 1.2 Application has been made to admit the Warrants to trading on AIM, a market operated by the London Stock Exchange plc and on which the Ordinary Shares of the Company are currently admitted to trading, and on which it is anticipated that the Warrant Shares will be admitted to trading on the exercise of the Warrants.
- 1.3 The Register will be kept at the registered office of the Warrant Registrar or at such other place as may be permitted by applicable law. There shall be entered in the Register:
  - (i) the names and addresses of the persons for the time being entitled to be registered as the holders of the Warrants;
  - (ii) the number of Warrants held by every such registered holder; and
  - (iii) the date on which the name of every such registered holder is entered in the Register in respect of the Warrants standing to his name.
- 1.4 Any change in the name or address of any Warrantholder shall be notified to the Company within a reasonable time after the change occurs which shall cause the Register to be altered accordingly. The Warranholders and any person authorised by a Warrantholder shall be at liberty at all reasonable times, during office hours, to inspect the Register and to take copies of or extracts from it or any part of it.
- 1.5 The Company and the Warrant Registrar shall be entitled to treat the registered Warrantholder as the absolute owner of a Warrant and accordingly shall not, except as ordered by a court of competent jurisdiction or as required by law, be bound to recognise any equitable or other claim to, or interest in, that Warrant on the part of any other person, whether or not it shall have express or other notice of that claim or interest.
- 1.6 Every Warrantholder will be recognised by the Company as entitled to his Warrants free from any equity, set off or cross claim on the part of the Company against the original or any intermediate holder of such Warrants.

## **2. Procedure for Exercise of Warrants**

- 2.1 A Warrant may be exercised (in whole and not in part) at any time before the Final Date, in accordance with this Condition 2, on payment of an amount equal to the Exercise Price. The number of Warrant Shares to which a Warrantholder shall be entitled on the exercise of such Warrants shall be one Warrant Share for every Warrant so exercised (subject to any adjustment for an Adjustment Event pursuant to these Conditions).
- 2.2 All continuing rights of the Warranholders under this Instrument shall lapse on the Final Date.
- 2.3 Deposit Conditions
  - 2.3.1 In order to exercise one or more Warrants, a Warrantholder must pay the Exercise Price due in respect of such Warrants to the Warrant Share Account maintained by the Warrant Registrar or its affiliates from time to time in the manner described in Condition 2.4 below and must fulfil the following additional conditions precedent (the **Deposit Conditions**):
    - (i) the deposit of the relevant Warrants (in certificated form) during normal business hours at the specified office of the Warrant Registrar, together with the Exercise Notice on the reverse of the Warrant Certificate or in the form (for the time being current) obtainable from the Warrant Registrar duly completed and signed by or on behalf of the Warrantholder, which notice must either:

- (A) include a representation to the effect that the holder and the beneficial owner of each Warrant being exercised are, except as permitted by the “offshore transactions” requirement of Regulation S under the United States Securities Act of 1933, as amended (the **Securities Act**), outside the United States on the Exercise Date; or
  - (B) be accompanied by evidence satisfactory to the Warrant Registrar (including if the Company shall so request an opinion of suitable counsel and an investment representation letter) that an exemption from the Securities Act and any applicable securities laws within the United States is available in respect of the Warrant Shares to be issued on such exercise;
- (ii) the payment of, or causing to be paid, or the provision for the payment of, all (if any) stamp, issue or registration or other similar taxes or duties arising:
- (A) on exercise of the relevant Warrants in the place in which such Warrants are deposited for exercise; and
  - (B) in consequence of the delivery of certificates for the Warrant Shares to be issued on such exercise to or to the order of a person other than the exercising Warrantholder,
- as the Warrant Registrar may demand at the time of the said deposit of the relevant Warrants; and
- (iii) compliance with any exchange control, fiscal or other laws or regulations applicable to the exercise of such Warrants in such place.

2.3.2 In relation only to the deposit of Warrants and the relative Exercise Notice pursuant to the Deposit Condition set out in Condition 2.3.1(i) above (and without prejudice to any other Deposit Conditions), if a Warrantholder’s Warrants are held through the CREST System, the Warrantholder may exercise the Warrants by first depositing a Stock Withdrawal Form during normal business hours at the specified office of the Warrant Depositary to obtain his Warrants (in certificated form) prior to depositing a duly signed and completed Exercise Notice (obtained from the Warrant Registrar) together with the relevant certificate or evidence referred to in Condition 2.3.1(i)(B) above to such address as may be nominated by the Warrant Registrar from time to time, not later than 11 a.m. (London time) on a day (the **Receipt Date**) which is a Business Day.

2.3.3 Once the Deposit Conditions have been fulfilled, neither the relevant Warrants nor the relevant Exercise Notice may be withdrawn from deposit without the consent in writing of the Company, but the relevant Warrants shall not be cancelled before the close of banking in London on the Exercise Date. The day on which the Deposit Conditions are fulfilled, or (if fulfilled on different days) on which the last of the Deposit Conditions is fulfilled, is referred to in these Conditions as the Deposit Date applicable to such Warrants.

## 2.4 Payment of Exercise Price

2.4.1 If a Warrantholder elects to exercise his Warrants by the payment of the Exercise Price pursuant to Condition 2.3.1 above, such payment must be made by the exercising Warrantholder (or by some person specified in the relevant Exercise Notice) in US dollars for credit to the Warrant Share Account, such payment to be made free and net of any foreign exchange commissions, remittance charges or other deductions and to be accompanied by a payment advice complying with the provisions described below (the **Payment Advice**).

2.4.2 The Payment Advice must include the name of the exercising Warrantholder (if different from the name of the person making such payment) and, in order to enable

the Warrant Registrar to relate the payment received into the Warrant Share Account, to the exercise of particular Warrants, it must either:

- (a) identify, by reference to serial numbers, the relevant Warrants; or
- (b) include the relevant Warrant exercise identification reference, which reference shall be allocated to the exercise of the relevant Warrants by the Warrant Registrar, with which and at the time when such Warrants are deposited for exercise.

2.4.3 If the Payment Advice fails to comply with the above provisions, the Warrant Registrar may, in its discretion and without liability incurred by itself or the Company, refuse to recognise the relevant payment as relating to the exercise of particular Warrants and the exercise of the relevant Warrants may be delayed or frustrated accordingly.

2.4.4 If the amount received into the Warrant Share Account in respect of an exercising Warrantholder's purported payment of the Exercise Price relating to all of the relevant Warrants is less than the full amount of such Exercise Price, the Warrant Registrar will, provided that such payment has otherwise been made in accordance with the requirements set out above, treat the amounts so received as payment in full of the Exercise Price in respect of as many of such Warrants as the Exercise Price so received will cover. In such circumstances:

- (a) exercise of the relevant Warrants will constitute authority to the Warrant Registrar to select those Warrants in respect of the Exercise Price, which are so treated as having been paid (which selection shall be made and notified to the Warrant Registrar as soon as practicable) and such Warrants shall be treated for all purposes (including for the purposes of Condition 2.7.4 (Fractions)) as being or having been deposited for exercise separately from those Warrants in respect of which the moneys originally received (as detailed above) into the Warrant Share Account are not treated as payment in full of the relevant Exercise Price; and
- (b) the Warrant Registrar shall be entitled to recover from the exercising Warrantholders such reasonable handling charges and such reasonable out-of-pocket expenses incurred by them as are attributable to the non-receipt of the full amount of the Exercise Price originally due to be made payable into the Warrant Share Account and to the extra work involved in notifying the Warrant Registrar, and receiving and applying any subsequent payment of the deficiency.

2.4.5 If the Warrant Registrar considers, in its discretion and without liability incurred by itself or the Company, that no payment has been made with regard to the exercise of particular Warrants within 14 days after the deposit of Warrants pursuant to Condition 2.3 above, the Warrant Registrar shall return such Warrants and the relevant Exercise Notice to the exercising Warrantholder at the risk and expense of such Warrantholder.

## 2.5 Warrant Share Account

2.5.1 The Exercise Price received by the Warrant Registrar for credit to the Warrant Share Account will be transferred out of such account to an account of the Company identified to it from time to time on the Exercise Date relating to the relevant Warrants in payment of the Warrant Shares to be issued on such Exercise Date in consequence of the exercise of such Warrants.

2.5.2 If the Exercise Price is paid to the Warrant Registrar and such payment is not accompanied by a Payment Advice complying with the requirements of Condition 2.4 above, and is not recognised by the Warrant Registrar as relating to the exercise of the relevant Warrants and/or the Deposit Conditions have not then been fulfilled in

relation to the exercise of such Warrants, such Exercise Price will remain in the Warrant Share Account pending compliance with such requirements or recognition of such payment and/or fulfilment of the Deposit Conditions (as the case may be), but at the end of 14 days after receipt thereof by the Warrant Registrar will be returned to the person remitting such Exercise Price (after deduction of applicable handling and remittance charges and expenses) if the Exercise Date has not then occurred, whereupon the Warrant Registrar will, if it is possible to relate the money so returned to any Warrants previously deposited with the Warrant Registrar, return such Warrants and the relative Exercise Notice to the exercising Warrantholder at the risk and expense of such Warrantholder. So long as any particular Exercise Price is credited to the Warrant Share Account and the relevant Exercise Date has not occurred, it will continue to belong to the exercising Warrantholder but (in a case where the Deposit Conditions have been fulfilled in relation to the exercise of the relevant Warrants) may not be withdrawn within the above mentioned 14 day period unless the Company consents in writing to the withdrawal of such Warrants and Exercise Notice. Warrantholders shall not be entitled to interest on any amount held in the Warrant Share Account.

## 2.6 Compulsory Exercise of Warrants

Following the exercise of more than 75 per cent. of the total number of Warrants constituted by the Instrument which have been issued, in accordance with Condition 2 (a **Compulsory Exercise Event**), then within 60 days of the notification by the Company to a regulatory news service provider of the occurrence of such a Compulsory Exercise Event, remaining Warrantholders will be required to exercise their Warrants in accordance with these Conditions. If such remaining Warrants are not exercised within such period, they shall be deemed by the Company and the Warrant Registrar to have lapsed and shall be cancelled by the Company.

## 2.7 Issue of Warrant Shares

2.7.1 The Warrant Shares to be issued on exercise of any Warrants shall be deemed to have been issued at the close of the banking business in London on the relevant Exercise Date and the Company will deem the exercising Warrantholder to have become the holder of record at the close of banking business in London on the Exercise Date of the number of Warrant Shares to which the exercising Warrantholder is entitled upon exercise of the relevant Warrants (subject always to Condition 2.7.4 (Fractions) and Condition 9 (Adjustment Event)).

2.7.2 The Company will pay all expenses, including stamp, issue, registration or other similar taxes or duties (if any) payable in Belize, arising on the issue of the Warrant Shares or the delivery of the certificates therefore on exercise of the Warrants (other than those taxes and duties required to be paid by the exercising Warrantholder pursuant to Condition 2.3 above as part of the Deposit Conditions) and all (if any) charges of the Warrant Registrar in connection with such issue.

2.7.3 If a Warrantholder exercises only some of the Warrants represented by his Warrant Certificate the Company shall issue to him a new Warrant Certificate for the balance.

2.7.4 No fraction of a Warrant Share will be issued on the exercise of a Warrant and any fractional entitlement shall accordingly be rounded up, but if more than one Warrant is exercised at the same time by the same holder then, for the purposes of determining the number of Warrant Shares to be issued and whether any (and if so, what) fraction of a Warrant Share arises, the number of Warrant Shares arising on the exercise of each Warrant (including, for this purpose, fractions) shall first be aggregated.

2.7.5 The Warrant Shares shall be allotted and issued fully paid and shall rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue.

## 2.8 Offer for the Company

If at any time while the Warrants remain capable of being exercised, an offer or invitation is made to all ordinary shareholders of the Company (or all such shareholders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire the whole or any part of the issued Ordinary Share capital of the Company and the Company becomes aware that as a result of such offer or invitation the right to cast a majority of votes which may ordinarily be cast has become vested in the offeror and/or such persons or companies as aforesaid, the Company shall, so far as it is able, procure that a like offer or invitation is made or extended at the same time to each Warrant holder as if the Warrants had been exercised in full and as if the Warrant Shares issued pursuant to such exercise had been issued immediately prior to the record date for such offer or invitation, provided that nothing herein shall prevent the Company purchasing any of its Ordinary Shares of other convertible securities, from time to time in issue, on such terms as it may think expedient.

## 3. Liquidation

- 3.1 If an order is made or resolution is passed for the winding up or dissolution, whether voluntary or involuntary, of the Company or if any other dissolution of the Company is to be effected, the Company shall immediately notify the Warrantholders accordingly. Each Warrantholder shall be entitled at any time within three months after the date such notice is given to elect by notice in writing to the Company to be treated as if he had, immediately before the date of the making of the order or passing of the resolution or other dissolution, exercised his Warrants (and as if the Warrant Shares arising on such exercise had been issued). If he so elects, the Warrantholder shall be entitled to receive out of the assets which would otherwise be available to the shareholders of the Company such a sum, if any, as he would have received had he been the holder of and paid for the Warrant Shares to which he would have become entitled by virtue of such exercise, after deducting from such sum an amount equal to the amount which would have been payable by him as the subscription price for such shares if he had exercised his Warrants.
- 3.2 If the Company complies with the terms of Condition 3.1 above then all rights to exercise the Warrants shall lapse upon the expiry of the three month period referred to in that Condition.
- 3.3 Nothing in this Condition shall have the effect of requiring a Warrantholder to make any payment to the Company.

## 4. Information and other Rights of Warrantholders

- 4.1 The Company shall send or procure that there is sent to each Warrantholder, a copy of its annual reports and audited accounts and any other similar documentation sent to holders of the Ordinary Shares and copies of every statement, notice or circular (including, for the avoidance of doubt, draft written resolutions) issued to the holders of Ordinary Shares concurrently with the issue of the same to those holders.
- 4.2 Warrantholders shall be entitled to attend and speak, but shall not be entitled to vote, at all general meetings of members of the Company and meetings of the holders of Ordinary Shares.
- 4.3 Each Warrantholder shall keep confidential any information received by in its capacity as Warrantholder which is of a confidential nature, except:
  - (a) as required by law or any applicable regulation;
  - (b) to the extent the information is in the public domain through no default of the Warrantholder; and

- (c) each Warrantholder will be entitled to divulge such information to any other Warrantholder and any proposed transferee of Warrants on the same terms as to confidentiality.

## **5. Purchase**

The Company may at any time purchase Warrants at any price in the open market or otherwise. All Warrants which are purchased in this manner may, at the option of the Company, be held, resold or surrendered to the Warrant Registrar for cancellation. No Warrant which has been exercised, or surrendered and cancelled, may be re-issued.

## **6. Modification**

- 6.1 The Company may amend the provisions of the Instrument (including the Conditions), without the sanction or consent of Warrantholders if, in the opinion of the Company, such amendment would not be materially prejudicial to the interests of the Warrantholders or is of a formal, minor or technical nature or to correct a manifest error. Any opinion of the Company in this regard shall be arrived at in its absolute discretion without consulting Warrantholders and no liability shall attach to it in respect of its opinion.
- 6.2 The provisions of the Instrument (including the Conditions) and the rights of the Warrantholders may from time to time be amended, modified, abrogated or compromised or any arrangement agreed in any respect with the sanction of an Extraordinary Resolution and the written consent of the Company.
- 6.3 Any such amendment, modification, abrogation, compromise, or arrangement effected pursuant to this Condition 6 shall be binding on all Warrantholders.

## **7. Transfer**

- 7.1 Every transfer of a Warrant shall be made by an instrument of transfer in the usual or common form or in any other form which may be approved for the time being by the Warrant Registrar.
- 7.2 The instrument of transfer of a Warrant shall be signed by or on behalf of the transferor but need not be signed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the Warrant until the name of the transferee is entered in the Register in respect of that Warrant.
- 7.3 The Warrant Registrar may decline to register any instrument of transfer of a Warrant unless such instrument is deposited at the registered office of the Warrant Registrar accompanied by the certificate for the Warrant to which it relates and such other evidence as the Warrant Registrar may reasonably require to show the right of the transferor to make the transfer. The Warrant Registrar may waive production of any certificate upon production to them of satisfactory evidence of the loss or destruction of such instrument together with such indemnity as it may require.
- 7.4 No fee shall be charged for any registration of a transfer of a Warrant or for the registration of any other documents which in the opinion of the Warrant Registrar require registration.
- 7.5 The registration of a transfer shall be conclusive evidence of the approval by the Warrant Registrar of such transfer.

## **8. Transmission**

- 8.1 On the death of a Warrantholder, the survivors or survivor of the deceased (where he was a joint holder) or the executors or administrators of the deceased (where he was a sole or only surviving Warrantholder) shall be the only persons recognised by the Warrant Registrar as having any title to his Warrants, but nothing in these Conditions shall release

the estate of a deceased Warrantholder (whether sole or joint) from any liability in respect of any Warrant solely or jointly held by him.

- 8.2 Subject to the provisions of the Instrument, any person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder or otherwise than by transfer may, upon producing such evidence of title as the Warrant Registrar may require, be registered himself as holder of the Warrant. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Warrant Registrar a notice in writing signed by him stating that he so elects. All the limitations, restrictions and provisions in these Conditions relating to the right of transfer and the registration of transfers of Warrants shall be applicable to any such notice of election as if the death or bankruptcy of the Warrantholder had not occurred and the notice of election were a transfer executed by such Warrantholder.
- 8.3 A person becoming entitled to a Warrant in consequence of the death or bankruptcy of a Warrantholder shall be entitled to receive, and may give a good discharge for, any moneys payable in respect of that Warrant but shall not be entitled to receive notices of, or to attend or vote at, meetings of the Warrantholders or, save as set out above, to any of the rights or privileges of a Warrantholder until he becomes the registered holder of the Warrant.

## **9. Adjustments as to Warrant Shares and Exercise Price**

- 9.1 For the purposes of these Conditions, **Adjustment Event** means either:
- (a) any allotment or issue of any shares in the capital of the Company by way of capitalisation of profits or reserves (including share premium account and any capital redemption reserve fund) to holders of Equity Shares on a date (or by reference to a record date) before exercise of the Warrants; or
  - (b) any subdivision or consolidation or redesignation of Equity Shares on a date (or by reference to a record date) or reduction or reorganisation of the Equity Share capital of the Company before exercise of the Warrants.
- 9.2 If there is an Adjustment Event while the Warrants are outstanding, the number and nominal value of the Warrant Shares to be, or capable of being, subscribed on any subsequent exercise of the Warrants and the Exercise Price will be adjusted in such manner as the auditors of the Company shall certify to be necessary in order that, after such adjustment the total number of Warrant Shares to be, or capable of being, subscribed on any subsequent exercise of the Warrants:
- (a) will carry as nearly as possible (and in any event not less than) the same proportion (expressed as a percentage of the total number of votes exercisable in respect of all the Equity Shares) of the votes; and
  - (b) will carry the same entitlement (expressed as a percentage of the total entitlement conferred by all the Equity Shares) to participate in the profits and assets of the Company,

as would the total number of Warrant Shares which might have been subscribed for pursuant to exercise of the Warrants had there been no Adjustment Event.

## **10. Lost or destroyed Warrants**

If a Warrant Certificate is defaced, lost or destroyed it may be renewed on payment by the Warrantholder of the expenses of renewal and on such terms (if any) as to evidence and indemnity as the Warrant Registrar may require but so that, in the case of defacement, the defaced Warrant shall be surrendered before a new Warrant is issued. An entry as to the issue of a new Warrant and indemnity (if any) shall be made in the Register.



## **11. Notices**

- 11.1 Every Warrantholder shall register with the Warrant Registrar an address to which notices can be sent and if any Warrantholder fails to do so notice may be given to such Warrantholder by sending it by any of the methods referred to in these Conditions to his last known place of business or residence or, if none, by exhibiting the notice for three days at the registered office for the time being of the Warrant Registrar.
- 11.2 Any notice or document may be served on a Warrantholder by sending it by delivery or facsimile process to his registered address or facsimile number supplied by him to the Warrant Registrar as his address and facsimile number for the service of notices.
- 11.3 In the case of joint Warrantholders, a notice or document served on the Warrantholder whose name stands first in the Register shall be sufficient notice to all the joint Warrantholders.
- 11.4 Any notice or document may be served on the person entitled to a Warrant in consequence of the death or bankruptcy of any Warrantholder by giving notice in the manner in which it would have been given if the death or bankruptcy had not occurred.
- 11.5 Any notice or document (a) delivered shall be deemed to have been served on the date of delivery, and (b) sent by facsimile process shall be deemed to have been served at the time of despatch, if despatched before 3.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the Business Day after the date of despatch. Any notice or document sent by facsimile process shall be confirmed by telephone, but failure to confirm by telephone shall not invalidate the original communication.
- 11.6 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the facsimile message was properly addressed and despatched, as the case may be.
- 11.7 Any document or remittance sent by post shall be sent at the risk of the Warrantholder entitled to it.

## **12. Governing Law**

The Warrants are governed by, and shall be construed in accordance with, English law.

### ***Provisions for meetings of Warrantholders***

#### **1. Calling of meetings**

- 1.1 The Company may at any time convene a meeting of the Warrantholders. The Company shall also convene a meeting of the Warrantholders if so required in writing signed by Warrantholders representing not less than two-fifths in nominal amount of the Warrants for the time being outstanding (excluding any in respect of which a notice requiring repayment has been given).
- 1.2 Every such meeting and every adjourned meeting shall be held at the registered office of the Company for the time being or such other place as the Company may specify.

#### **2. Notice of meetings**

- 2.1 At least 14 or, in the case of a meeting convened for the purpose of considering an Extraordinary Resolution, at least 21 clear days' notice of any meeting of Warrantholders shall be given to the Warrantholders.
- 2.2 Any such notice shall specify the place, day and time of the meeting and the general nature of the business to be transacted at the meeting but, except in the case of a resolution to be proposed as an Extraordinary Resolution, it shall not be necessary to specify the terms of any resolution to be proposed. Any such notice shall include a statement to the effect that proxies may be appointed in accordance with the provisions of this Schedule.

2.3 The accidental omission to give notice to, or the non-receipt of notice by, any of the Warrantheolders shall not invalidate the proceedings at any meeting.

### **3. Chairman**

A person (who need not be a Warrantheolder) nominated in writing by the Company shall be entitled to take the chair at a meeting of the Warrantheolders but if no such nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for the holding of the meeting, the Warrantheolders present shall choose one of their number to be chairman.

### **4. Quorum**

At a meeting of the Warrantheolders one or more persons present in person or by proxy holding or representing a majority in nominal amount of the Warrants for the time being outstanding shall form a quorum for the transaction of business. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

### **5. Absence of quorum**

If within 15 minutes from the time appointed for a meeting of the Warrantheolders a quorum is not present, the meeting shall, if convened upon the requisition of Warrantheolders, be dissolved. In any other case it shall stand adjourned to such day and time (being not less than 14 nor more than 42 clear days after the time of the original meeting) and to such place as the chairman may decide. At such adjourned meeting, one or more Warrantheolders present in person or by proxy shall form a quorum.

### **6. Notice of adjourned meeting**

At least 14 clear days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and such notice shall state the quorum required at such adjourned meeting. It shall not otherwise be necessary to give any notice of an adjourned meeting.

### **7. Adjournment of meeting**

The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time (being not less than 14 nor more than 42 clear days after the time of the original meeting) and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the original meeting.

### **8. Voting on a show of hands**

8.1 Every question submitted to a meeting of Warrantheolders shall be decided in the first instance by a show of hands and, in the case of an equality of votes, the chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Warrantheolder or as a duly appointed proxy or representative.

8.2 Unless a poll is lawfully demanded, a declaration by the chairman that the resolution has been carried or carried by a particular majority or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### **9. Demand for poll**

A poll may be demanded (before or on the declaration of the result of the show of hands) by the chairman, the Company or by one or more persons holding Warrants or being proxies and being or representing in the aggregate the holders of not less than one-twentieth of the nominal amount of the Warrants then outstanding.

## **10. Manner of taking poll**

- 10.1 If at any meeting a poll is demanded it shall be taken in such manner below as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll.
- 10.2 Any poll demanded on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment. A poll demanded on any other question shall be taken at such time and place as the chairman may direct. No notice need be given of a poll not taken immediately.
- 10.3 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The demand for a poll may be withdrawn.

## **11. Persons entitled to attend and vote**

Any persons duly authorised by the Company (including, without limitation, their respective legal and financial advisers) shall be entitled to attend and speak at any meeting of the Warrantheolders. No person shall otherwise be entitled to attend or vote at any meeting of the Warrantheolders unless he is registered as a Warrantheolder or is a representative of a corporation which is a Warrantheolder or a proxy of a person who is a Warrantheolder.

## **12. Voting**

- 12.1 Subject as provided in Condition 11 above, at any meeting of Warrantheolders:
- (a) on a show of hands every Warrantheolder who (being an individual) is present in person or by proxy or (being a corporation) is present by its duly authorised representative or by proxy, shall have one vote; and
  - (b) on a poll every person who is so present shall have one vote in respect of every US\$1 nominal of Warrants of which he is the holder or in respect of which he is a representative or proxy.

Without prejudice to the obligations of any proxies any person entitled to more than one vote on a poll need not use all his votes or cast all the votes to which he is entitled in the same way.

- 12.2 In the case of joint Warrantheolders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

## **13. Proxies**

- 13.1 A Warrantheolder may appoint a proxy (who need not be a Warrantheolder) by instrument in writing in any usual or common form or in any other form which the Directors may approve or accept. The instrument appointing a proxy shall be signed by the appointor or his agent authorised in writing or, if the appointor is a corporation, shall either be executed under its common seal or be signed by an agent or officer authorised for that purpose. The Company may, but shall not be bound to, require evidence of the authority of any such agent or officer.
- 13.2 An instrument appointing a proxy shall, unless the contrary is stated in it, be valid for any adjournment of a meeting as well as for the meeting to which it relates. No instrument appointing a proxy shall be valid after the expiration of 12 months from its date of execution.
- 13.3 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or (until registered) the transfer of the Warrant in respect of which the vote is given provided that no intimation in writing of

such death or insanity, revocation or transfer was received by the Company at its registered office before the commencement of the meeting or adjourned meeting, or of the taking of the poll, at which the proxy is used.

#### **14. Deposit of proxies**

An instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at such place as the Company may, in the notice convening the meeting, direct or, if no such place is appointed, at the registered office of the Company not less than 48 hours before the time appointed for holding the meeting or taking the poll at which the person named in the instrument proposes to vote and in default the instrument shall not be treated as valid.

#### **15. Corporate representatives**

Any corporation which is a Warrantholder may by resolution of its directors or other governing body authorise any person to act as its representative at any meeting of Warrantholders and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Warrantholder present in person at the meeting.

#### **16. Powers of meeting**

A meeting of the Warrantholders shall in addition to all other powers (but without prejudice to any powers conferred on other persons in the Instrument) have the following powers exercisable only by Extraordinary Resolution namely:

- (a) to sanction any proposal by the Company for any amendment, modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Warrantholders against the Company whether such rights shall arise under the Conditions, the Instrument or otherwise;
- (b) to sanction the exchange or substitution for the Warrants of, or the conversion of the Warrants into, other obligations or securities of the Company, or any other person or entity;
- (c) to assent to any amendment, modification, abrogation or variation of the Conditions or other provisions of this Instrument which is proposed by the Company;
- (d) to authorise any person to execute and do all such documents, deeds, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (e) to give any authority or sanction which under the provisions of this Instrument is required to be given by Extraordinary Resolution; and
- (f) to appoint any persons (whether Warrantholders or not) as a committee or committees to represent the interests of the Warrantholders and to confer upon such committee or committees any powers or discretions which the Warrantholders could themselves exercise by Extraordinary Resolution.

#### **17. Effect of Extraordinary Resolution**

An Extraordinary Resolution passed at a meeting of the Warrantholders duly convened and held in accordance with this Instrument shall be binding upon all the Warrantholders, whether present or not at such meeting, and each of the Warrantholders shall be bound to give effect to it accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of any such resolution justify its passing.

#### **18. Minutes**

Minutes of all resolutions and proceedings at every meeting of Warrantholders shall be made and duly entered in books to be from time to time provided for that purpose by the Company.

Any such minutes, if they purport to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Warrantholders, shall be conclusive evidence of the matters contained in them. Until the contrary is proved, every meeting in respect of which minutes of the proceedings have been made and signed in accordance with this Condition shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted at such meeting to have been duly passed and transacted.

**19. Resolutions in writing**

A resolution in writing proposed by the Company and signed by the holders of not less than three-quarters in nominal amount of the Warrants for the time being in issue shall have effect in the same manner as an Extraordinary Resolution duly passed at a meeting of Warrantholders duly convened and held. Such a resolution may be contained in one document or in several documents in like form, each signed by one or more of the Warrantholders.

## PART 4

### RISK FACTORS

#### General

The risks set out below are the risks which the Directors currently consider to be material but are not the only risks relating to the Company and the BBHL Group. There may be additional material risks that the Directors do not currently consider to be material or of which the Directors are not aware. In addition to the other information contained in this document, the following risk factors affecting the Company should be considered carefully. ***It should be noted that this list is not exhaustive and that other risk factors may apply. In particular, the Company's performance is likely to be affected by changes in the market and/or economic and political conditions and in legal, accounting, regulatory and tax requirements.***

#### Risk Factors Specific to the BBHL Group

##### *Foreign exchange risk*

The Company is susceptible to currency fluctuations between US dollars, the Company's reporting and functional currency, and the Belize dollar.

The strategy of the Company is to give preference to transactions involving companies with recurring convertible currency revenues or export markets to minimize the risk of restrictions on repatriation or the adverse effects of the exchange rates of currencies being devalued. The operations of the Company in Belize are conducted in the national currency which has been fixed by the Government of Belize at two Belize dollars to every one US dollar since 1976. There can be no assurance that the Government of Belize will maintain this rate and will not change its policy to allow the exchange rate to fluctuate in the future. A devaluation of the Belize dollar could have a material adverse effect on the Company's earnings and its ability to pay dividends.

##### *Further equity issues*

The Company may in the future seek to raise further equity funds through the issue of additional BBHL Ordinary Shares or additional Warrants for shares in BBHL. Any additional share or warrant issue may have a dilutive effect on existing shareholdings.

##### *Control of the Company*

The Company's major shareholder is Lord Ashcroft, KCMG, Chairman of BBHL, who as of March 22, 2007 beneficially owned and controlled 44,806,287 BBHL Ordinary Shares, which equates to approximately 71.6 per cent of the issued and outstanding BBHL Ordinary Shares. Lord Ashcroft, KCMG has undertaken to the Company to subscribe for his full placing amount of Loan Notes and Warrants. Following any exercise of his holding of such Warrants, Lord Ashcroft, KCMG would continue to control the majority of issued outstanding ordinary shares of the Company on an issued and a fully diluted basis and his percentage shareholding may have increased.

Consequently, pursuant to the articles of association of the Company, Lord Ashcroft, KCMG will retain the power to elect all of the Directors and to determine the outcome of any action requiring shareholder approval, including any acquisitions (whether or not undertaken with a related party) classified as a reverse takeover under the AIM Rules.

##### *Belize*

Whilst Belize has a long history of mostly peaceful coexistence with neighbouring countries, and has a stable democracy with successive governments that have encouraged foreign investment, it has a longstanding territorial dispute with Mexico and Guatemala (which borders its southern regions) which remains unresolved. However, diplomatic relations were restored in 1991.

Belize has been an independent country since 1981. Prior to its independence, Belize (formerly known as British Honduras) was a colony of the United Kingdom and since its independence, Belize has been engaged in a programme of developing its industries and economic infrastructure and making improvements in basic social services.

#### *Foreign locations*

The BBHL Group operates in a number of countries, including Belize and the Turks and Caicos Islands and Costa Rica through the equity investment in Numar. The BBHL Group operates, and may in the future continue to operate, in certain selected countries in the Caribbean and Central American region with varying histories of political and economic stability. To date, the BBHL Group has focused on some of the more stable countries in the region though there can be no assurance that the currently favourable factors affecting these countries will not change.

Investment in a developing country, such as Belize, or any of the countries in the Caribbean and Central America, can involve certain risks, including possible restrictions on transfers of income or assets, the restriction or elimination of foreign ownership of land or other assets, the restriction or prohibition of the transfer of income or assets outside of the country, or the appropriation of assets not domestically owned. In addition, countries in the region have historically been subject to, among other things, high inflation, difficulties in repatriation of capital, volatile exchange rates and possible unenforceability of contracts which, although the Directors consider that the region is improving in these areas, can be factors that may materially affect one or more of the BBHL Group's businesses or investments from time to time.

#### *Hurricanes*

Serious hurricanes have affected Belize in the past, the worst of which were in 1931 and 1961. Less serious hurricanes occurred in 1978, 1998, 2000 and 2001. Depending on the extent of damage, a serious hurricane could have a material adverse effect upon the physical infrastructure of Belize and a consequential effect on the economic stability of Belize. This could, under certain circumstances, lead to increased lending activity to adversely affected businesses and consumers, yet it can also be expected generally to slow economic growth and have an overriding negative effect on the Belizean economy as a whole. Any such negative effect would materially affect the Company and its results of operations.

#### *Governmental and regulatory factors*

Governmental actions concerning the economies of those countries where the BBHL Group operates have had and could continue to have a significant effect on private sector entities such as BBHL, and on market conditions, prices and returns on equity securities, including those of BBHL.

The Company's results of operations and the value of the BBHL Ordinary Shares may be affected by inflation, currency devaluation, interest rates, changes in Government policy (including foreign investment policy and taxation), social instability and other political, economic or diplomatic developments in or affecting Belize or other countries in which the BBHL Group operates. BBHL cannot provide assurance that future developments in the Belizean or other relevant economies, over which BBHL has no control, may not adversely affect the operations of the BBHL Group.

#### *Concessions afforded to the Company*

In 1990 an investment agreement was concluded between the Government of Belize and BBHL (the **Investment Agreement**), which was evidenced, in part, through the subsequent enactment of Part XI of the IBCA. The Company benefits substantially from the Investment Agreement and from its special status under the IBCA. Specifically, the Company:

- (a) is exempt from all forms of taxes and duties in Belize for a period of 30 years; a period which expires on April 30, 2020, but may be extended by the Minister of Finance of Belize;
- (b) may issue shares and other securities to residents of Belize;

- (c) may make loans to its subsidiaries in Belize without obtaining exchange control permission (although the concession does not extend to the Company's principal subsidiary, The Belize Bank Limited); and
- (d) is deemed to be non-resident in Belize for exchange control purposes and as such, there are no limitations currently in effect on the rights of non-residents of Belize to hold, transfer or vote shares in the Company.

There can be no assurance, however, that the Government of Belize will not further modify, amend, repeal or enact rules, regulations or laws, including retroactive amendments, that will eliminate or curtail the benefit of these various concessions and rights. Furthermore, there can be no assurance that the governments in countries in which the BBHL Group invests or operates will not further modify, amend, repeal or enact rules, regulations or laws, including retroactive amendments, that will eliminate or curtail the benefit of the various concessions and rights applicable to the BBHL Group's businesses and investments.

#### *Financial service operations of The Belize Bank Limited*

The Belize Bank Limited, the principal operating company of BBHL, currently anticipates that its loan portfolio will continue to grow, although this could be a higher or lower rate than in the past. As a result of this increase, The Belize Bank Limited's historic loan loss experience may not be indicative of its future loan loss experience. If The Belize Bank Limited's loan portfolio continues to grow, the Directors believes that loan losses will increase. Nevertheless, The Belize Bank Limited has adopted policies and procedures to deal with expected losses and to adjust its allowance for loan losses accordingly. The allowance for loan losses is believed by the directors of The Belize Bank Limited to be adequate to cover all known losses and any losses inherent in its loan portfolio.

Under regulations governing The Belize Bank Limited, the Central Bank of Belize is empowered, at any time, to revoke a banking licence or impose or vary terms and conditions to which the licence is subject on grounds set out in the regulations. There can be no assurance that the banking licence granted to The Belize Bank Limited will not be cancelled or that conditions will not be attached to it in the future.

#### *Regional investment*

Numar is subject to economic factors and conditions which the Company (due to the non-controlling nature of its equity investment) is not in a position to address directly other than through its active participation on Numar's supervisory boards. Furthermore, the performance of Numar is affected by world demand and supply conditions for edible oils, weather and crop factors and general economic and market conditions in Costa Rica and other countries in which Numar operates.

#### **Risks Related to an Investment in the Warrants**

Following the exercise of more than 75 per cent. of the Warrants in issue by Warrantholders, then, as a condition of holding such Warrants, within 60 days of the notification by the Company to a regulatory news service provider of the occurrence of such a Compulsory Exercise Event, remaining Warrantholders will be required to exercise their Warrants in accordance with their conditions. If such remaining Warrants are not exercised within such period, they shall be deemed by the Company and the Warrant Registrar to have lapsed and shall be cancelled by the Company.

Lord Ashcroft, KCMG, who as of March 22, 2007 beneficially owned and controlled 44,806,287 BBHL Ordinary Shares, which equates to approximately 71.6 per cent. of the issued and outstanding BBHL Ordinary Shares has undertaken to subscribe for his full placing amount to the Warrants. In taking up his full placing amount of Warrants, Lord Ashcroft KCMG will hold greater than 75 per cent. of the Warrants and as a result he alone could trigger a Compulsory Exercise Event.



### **Trading on AIM and Liquidity**

The prices of the securities of publicly quoted companies can be volatile. The price of securities is dependent upon a number of factors, some of which are general or market specific, others which are sector specific and others which are specific to the Company. It may be the case that the market price of the Company's securities does not fully reflect the underlying net asset value of the Company.

Although it is proposed that the Warrants will be traded on AIM, this should not be taken as implying that there will always be a liquid market in the Warrants or BBHL Ordinary Shares. In addition, the market for securities, in smaller public companies is less liquid than for larger public companies and the majority shareholding of Lord Ashcroft, KCMG which is described above may also affect the liquidity of the market for both the Warrants and BBHL Ordinary Shares. Therefore an investment in the Warrants may be difficult to realise and the price of the Warrants and BBHL Ordinary Shares may be subject to greater fluctuations than might otherwise be the case.

It is proposed that the Warrants will be quoted on AIM rather than on the Official List of the UK Listing Authority. An investment in securities quoted on AIM may carry a higher risk than an investment in securities quoted on the Official List as the AIM Rules are less demanding than the rules of the Official List. Investors should be aware that the value of the Warrants and BBHL Ordinary Shares may be volatile and may go down as well as up and investors may not recover their original investment.

### **Belizean Law**

Your attention is drawn to paragraph 8 of Part 8 of this document, detailing the rights attaching to the BBHL Ordinary Shares contained in the memorandum and articles of association of the Company and the rights enjoyed by shareholders generally under the IBCA. You should note that the IBCA imposes fewer obligations and restrictions on the Company than would be the case were it a public company incorporated in the United Kingdom and subject to the UK Companies Act. For example, there is no obligation on the Company to hold general meetings and the share capital of the Company may be increased and reorganised without the prior approval of shareholders.

As an international business company incorporated under the IBCA, the Company is deemed to be non-resident in Belize for exchange control purposes. Accordingly, there are no limitations currently in effect on the rights of non-residents of Belize to hold, transfer or vote shares in the Company and there are no restrictions on the Company's ability to issue new shares or pay dividends or other distributions to holders of shares in the Company. There can be no assurance, however, that the Government of Belize will not further modify, amend, repeal or enact rules, regulations or laws, including retrospective amendments, that will impose restrictions on the rights of non-Belizean investors to hold, transfer or vote shares in the Company, or that will eliminate or curtail any rights or benefits that the Company may have pursuant to its incorporation under the IBCA.

Under the IBCA, the Company is required to maintain a registered office and appoint a registered agent in Belize. Only attorneys, duly qualified accountants, local licensed financial institutions and persons designated by the Attorney General of Belize are entitled to act as registered agents under the IBCA. The Belize Bank Limited acts as a registered agent to a number of international business companies, including the Company.

**The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and significant considerations involved in investing in the Company.**

## PART 5

### TERMS AND CONDITIONS OF THE PLACING

#### 1. DESCRIPTION OF THE PLACING

Pursuant to a resolution of the Board dated March 23, 2007, the Company has approved the placement of US\$50,000,000 10 per cent. fixed rate, unsecured, Loan Notes with a maturity date of April 23, 2013 (the **Maturity Date**), together with 7,692,308 Warrants to subscribe for new ordinary shares of the Company at an exercise price of US\$6.50 per new ordinary share. Subject to rounding up or down to the nearest whole Warrant, investors will receive, for each \$US6.50 of Loan Notes subscribed, one Warrant which will be exercisable until the earlier of the Maturity Date or a Compulsory Exercise Event occurring.

The Loan Notes and Warrants will be offered to potential investors pursuant to the Placing, on a private placement basis only, in transactions that are exempt from, or not subject to the registration requirements of the Securities Act and this document will not be registered under the Securities Act or any other US State securities laws. Whilst this document shall constitute an AIM Admission document for the purposes of the AIM Rules, it does not constitute a prospectus for the purposes of Directive 2003/71/EC (the **Prospectus Directive**). The distribution of this document and the Placing in certain jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions could result in a violation of the laws of such jurisdiction. In particular this document is not for distribution into Australia, Canada, Japan or the United States and persons receiving this document (including fiduciaries, custodians, nominees and trustees) must not distribute or send it in, into or from such a jurisdiction. No action has been taken or will be taken in any jurisdiction by the Company that would permit a public offering of the Loan Notes and Warrants in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this document other than in any jurisdiction where action for that purpose is required.

This document does not constitute an offer of securities to the public in the United Kingdom. This document is being communicated in the United Kingdom only to persons in the United Kingdom whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in an offer to the public in the United Kingdom within the meaning of the FSMA, and any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) has only been communicated, is only being communicated and will only be communicated in circumstances in which section 21(1) of the FSMA does not apply. Any investment or investment activity to which this document relates is available only to, and will be engaged in only with, investment professionals falling within Article 19(5) or high net worth entities falling within Article 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or other persons to whom such an investment or investment activity may lawfully be made available (together **relevant persons**). Persons who are not relevant persons should not take any action on the basis of this document and should not act or rely on it.

This document is being delivered to a limited number of persons. This document does not constitute: (i) an offer to sell, or the solicitation of an offer to buy any securities of the Company; or (ii) a promise or representation that any such offer will be made to the recipient or any other party other than in relation to the Securities. This document is a summary document and as such does not attempt to set out all the considerations which potential investors should take into consideration in determining if an investment in the securities of the Company is suitable for them.

Before deciding whether to acquire any of the Loan Notes or Warrants, consideration should be given as to whether such securities constitute a suitable investment. This document is not a recommendation by the Company or Cenkos Securities plc, or any other person, to acquire securities in the Company. In considering any investment in the securities of the Company, the recipient of this document should seek professional financial and legal advice and make his own independent investigation and assessment of the Company. Accordingly the recipient of this document is solely responsible for assessing and keeping under review the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Company.

## **2. APPLICATION AND ALLOCATION OF SECURITIES**

The procedure to follow to apply for Loan Notes and Warrants is set out in the terms of the Placing Letter and Form of Subscription. Allocations of Loan Notes and Warrants will be confirmed and notified to investors as soon as reasonably practicable after April 23, 2007 by the Company and/or Cenkos Securities plc after indications of interest from prospective investors have been received.

On application, each prospective investor may be asked to disclose, in writing or orally to Cenkos Securities plc and the Company:

- (a) if he is an individual, his nationality; or
- (b) if he is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.

All documents will be sent at the prospective investor's risk. They may be sent by post to such investor at an address notified to the Company. Each prospective investor agrees to be bound by the memorandum and articles of association of the Company (as amended from time to time) once the Loan Notes and Warrants for which such potential investor has agreed to subscribe for have been transferred to such investor.

The Placing Letter and the Form of Subscription will be governed by, and construed in accordance with, the laws of England and subject to the exclusive jurisdiction of the English courts in respect of any dispute that may arise. This does not prevent an action being taken against an investor in any other jurisdiction.

In the case of a joint agreement to subscribe for Loan Notes and Warrants such investors' liability shall be joint and several.

The Company expressly reserves the right to modify the terms of the Placing (including, without limitation, its timetable and settlement) at any time before allocations are determined. The minimum application for subscription of Loan Notes under the Placing is US\$1,000. The Company may, in its absolute discretion, waive the minimum application requirements in respect of any particular application.

The latest time for the receipt of applications for Loan Notes and Warrants in the Placing is 12.00 noon (Belize time) on April 16, 2007. The Company reserves the right to determine, at any time prior to Admission, not to proceed with the Placing without prior consultation with prospective investors.

Each potential investor undertakes to pay the subscription price for the Loan Notes and Warrants in such manner as shall be directed by the Company in the Placing Letter and Form of Subscription.

In the event of any failure by an investor to pay as so directed by the Company, the relevant investor shall be deemed to have appointed the Company or any nominee of the Company to sell (in one or more transactions) any or all of the Loan Notes and Warrants subscribed for in respect of which payment shall not have been made as so directed and to have agreed to indemnify on demand the Company in respect of any liability for stamp

duty and/or stamp duty reserve tax and all other transfer taxes, duties or imports arising in respect of any such sale or sales.

Lord Ashcroft, KCMG has irrevocably committed to take up his full placing amount of Loan Notes amounting to US\$38,539,000 together with the 5,929,077 corresponding Warrants. Lord Ashcroft, KCMG has further irrevocably committed to subscribe himself, or procure others to subscribe, for any Loan Notes and corresponding Warrants which are not taken up by other placees, thus ensuring that the entire issue of the Loan Notes and Warrants will be taken up.

### **3. REPRESENTATIONS AND WARRANTIES**

Those persons into whose possession this document comes and who subsequently subscribe for Loan Notes and Warrants under the Placing (either in their own capacity or through a fiduciary, custodian, nominee or trustee) pursuant to a Placing Letter and Form of Subscription each represent, warrant and confirm to the Company that:

- (a) if they are a natural person, they are not under the age of majority (18 years of age in the United Kingdom) on the date of their agreement to subscribe for the Loan Notes and Warrants under the Placing and will not be any such person on the date any such offer is accepted;
- (b) they understand their subscription is not binding on the Company until it is accepted by the Company, and the Company retains the right to reject their subscription in whole or in part at its sole discretion, and that such subscription shall be deemed to be accepted only after the despatch by the Company of a letter of confirmation to such person, enclosing such person's Loan note certificates and confirming their Warrant allocation (the **Subscription Confirmation**);
- (c) they acknowledge that notwithstanding anything herein, the Company may by notice to them, given at any time prior to the time at which the Loan Notes are issued by the Company, decide not to proceed with the Placing and in such circumstances the Company shall return any subscription monies to them (without interest thereon) and they shall have no further recourse to the Company, whatsoever;
- (d) in agreeing to subscribe for the Loan Notes and Warrants under the Placing, they agree that neither the Company nor any of its respective officers, directors or advisers shall have any liability for any such other information, representation or warranty (express or implied) other than those contained in (i) this document; (ii) any supplementary document, as may be provided to them in writing, from time to time, by the Company; (iii) any announcement issued by the Company by way of a regulatory news service; and (iv) the Placing Letter and Form of Subscription;
- (e) if the laws of any place outside the United Kingdom and Belize are applicable to their agreement to subscribe for Loan Notes and Warrants and/or accept the terms of the Placing Letter and the terms and conditions of the Loan Notes and Warrants, and the articles of association of BBHL, they have complied with all such laws and no fiduciary, custodian, nominee or trustee acting on their behalf will infringe any such laws as a result of their actions (or their actions on such other person's behalf) in making such subscription under the Placing;
- (f) in the case of a fiduciary, custodian, nominee or trustee who subscribes for Loan Notes and Warrants in a confirmation to the Company on behalf of a person who subscribed for Loan Notes and Warrants and/or who authorises the Company to notify such a person's name to the Registrar and the Warrant Registrar (as applicable), that person represents and warrants that he has authority to do so on behalf of the person subscribing for Loan Notes and Warrants;
- (g) in the case of a person who makes a confirmation to the Company, on behalf of an entity which subscribes for Loan Notes and Warrants, which is an entity other than a natural

person and/or who authorises the notification of such entity's name to the Registrar and the Warrant Registrar (as applicable), they represent that such person has authority to do so on behalf of such entity;

- (h) if the Company, the Registrar or the Warrant Registrar or any of their respective agents officers, directors or advisers request any information about such person's agreement to subscribe for Loan Notes and Warrants, such person shall promptly disclose such information to them;
- (i) the Loan Notes have not and will not be registered under the Securities Act, or under the securities laws of any jurisdiction in the United States and may not be offered or sold to any person in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of such Act. Accordingly, they represent and warrant that they or their representative, as applicable, are not physically present in the United States (as defined for purposes of Regulation S) either at the time the offer to subscribe for the Loan Notes and Warrants was received or at the time the buy order was placed;
- (j) save to the extent expressly set out in the Form of Subscription, they are not agreeing to acquire the Loan Notes or Warrants for any other person;
- (k) they are entitled to acquire the Loan Notes and Warrants under all relevant jurisdictions which apply to them and they have fully observed such laws;
- (l) they are either:
  - (i) a person resident and operating in a jurisdiction other than the United Kingdom and are in compliance with the legal requirements applicable to such jurisdiction in respect of the subscription, holding and disposition of any Loan Notes or Warrants to which they may become entitled to purchase pursuant to the Placing Letter and the Form of Subscription; or
  - (ii) a person whose ordinary activities involve the acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or they are otherwise a person to whom the offer may be communicated in circumstances which have not and will not be interpreted as an offer to the public in the United Kingdom within the meaning of the FSMA and they are:
    - (A) a person having professional experience in matters relating to investments within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; or
    - (B) a person within Article 49(2) of the Financial Promotion Order; or
    - (C) any other type of person who may lawfully receive this communication in conformity with section 21 of the FSMA; and
- (m) they agree that they may not cancel, terminate or revoke their application pursuant to the Placing Letter and Form of Subscription and that the Placing Letter and Form of Subscription shall survive the death or legal disability of any person or entity who subscribes for Loan Notes and Warrants and shall be binding on their heirs, executors, administrators, successors and assigns.

#### **4. SELLING RESTRICTIONS**

##### *General*

The Placing is not being made to persons in any jurisdictions: (i) in which such offer or invitation is not authorised; (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such an offer or invitation.

### *United States*

The Placing is being made in accordance with Regulation S under the Securities Act. Neither the Loan Notes nor the Warrants will be registered under the Securities Act nor with any securities regulatory authority of any state or other jurisdiction within the United States and may not be offered or sold in the United States or to or for the account of any US Person, except in accordance with applicable laws.

Each person who subscribes for Loan Notes and Warrants pursuant to the Placing will be deemed to have represented and agreed that he understands that neither the Loan Notes nor the Warrants have been, and neither will be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and neither may be re-offered, resold, pledged or otherwise transferred, except: (i) in an “offshore transaction” complying with Rule 903 or Rule 904 of Regulation S (and not in a pre-arranged transaction resulting in the resale of such Loan Notes or Warrants into the United States); or (ii) pursuant to a registration statement which has been declared effective under the Securities Act, in each case, in accordance with all applicable securities laws of any state or territory of the United States and any other jurisdiction.

### *European Economic Area*

In relation to each Member State of the European Economic Area (the **EEA**) that has implemented the Prospectus Directive (each, a **Relevant Member State**), an offer to the public of the Loan Notes and Warrants may not be made in that Relevant Member State other than an offer contemplated in a prospectus in the Member State once the prospectus has been approved by the competent authority in such Member State and published in accordance with the Prospectus Directive as implemented, except that an offer to the public in that Relevant Member State of any Loan Notes and Warrants may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) to any legal entity that is authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities; or
- (b) to any legal entity that has two or more of: (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than Euro 43 million; and (iii) an annual net turnover of more than Euro 50 million, as shown in its last annual or consolidated accounts; or
- (c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Loan Notes and Warrants shall result in a requirement for the publication by the Company or Cenkos Securities plc of a Prospectus pursuant to Article 3 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State.

This document has been prepared on the basis that all offers of the Loan Notes and Warrants will be made pursuant to an exemption under the Prospectus Directive, as implemented in Member States of the EEA, from the requirement to produce a prospectus for offers of the Loan Notes and Warrants. Accordingly, any person making or intending to make any offer within the EEA of the Loan Notes and Warrants should do so only in circumstances in which no obligation arises for the Company or Cenkos Securities plc to produce a prospectus for such offer.

Neither the Company nor Cenkos Securities plc have authorised, nor do they authorise, the making of any offer of the Loan Notes and Warrants through any financial intermediary on their behalf, other than offers made by Cenkos Securities plc.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any Loan Notes and Warrants under the Placing will be deemed to have represented, warranted and agreed to and with each Placement Agent and the Company that:

- (a) it is a qualified investor within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive or a person to whom the Placing can lawfully be made within the meaning of the law in that Relevant Member State implementing Article 3(2) of the Prospectus Directive; and
- (b) in the case of any Loan Notes and Warrants acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive: (i) the Loan Notes and Warrants acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of the Company has been given to the offer or resale; or (ii) where Loan Notes and Warrants have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those Loan Notes and Warrants to it is not treated under the Prospectus Directive as having been made to such persons.

For the purposes of this section entitled *European Economic Area*, the expression an **offer to the public** in relation to any Loan Notes and Warrants in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the Placing and any Loan Notes and Warrants to be offered so as to enable an investor to decide to purchase or subscribe any Loan Notes and Warrants, as the expression may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

#### *United Kingdom*

The Placing is being made to persons in the United Kingdom whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in an offer to the public in the United Kingdom within the meaning of the FSMA, and where Cenkos Securities plc has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in circumstances in which section 21(1) of the FSMA does not apply. Any investment or investment activity to which this document relates is available only to, and will be engaged in only with, investment professionals falling within Article 19(5) or high net worth entities falling within Article 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or other persons to whom such an investment or investment activity may lawfully be made available (together **relevant persons**). Persons who are not relevant persons should not take any action on the basis of this document and should not act or rely on it.

#### *Switzerland*

This document does not constitute a prospectus pursuant to the Swiss Code of Obligations and the Company has not and will not be registered with the Swiss Federal Banking Commission. The Warrants will not be listed on the SWX Swiss Exchange and, therefore, this document may not comply with the disclosure standards of the listing rules of the SWX Swiss Exchange. Accordingly, the Warrants may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors. The investors will be individually approached from time to time.

## 5. ADMISSION, SETTLEMENT AND DEALINGS IN WARRANTS

Application will be made for the Warrants that will be issued pursuant to the Placing, to be admitted to trading on AIM, and it is expected that trading in the Warrants will commence on April 23, 2007. The Company is not a UK company, and as such the Warrants will be held electronically through CREST by way of a **Depository Instrument**.

Depository Instruments are independent uncertificated securities constituted under English law which will represent the Warrants on a one for one basis. They will be issued by Capita IRG Trustees Limited (as the Company's depository) upon application by Warrantheolders, against deposit of the underlying Warrants. Warrants represented by the Depository Instruments will be registered in the Company's warrant register in the name of a trustee, who will hold the Warrants on trust for the Warrantheolders who hold the Depository Instruments which represent such Warrants. A separate register of Warrantheolders will be held by the Warrant Registrar.

Holders of Depository Instruments will be entitled to receive notices of meetings and other notices issued by the Company and exercise the rights attached to the underlying Warrants.

This means that from a practical perspective, the Depository Instruments can be credited to the same member account as all the other CREST investments of any particular investor. Warrants held through Depository Instruments will be held and transferred in the same way as other companies' securities participating in CREST. The Depository Instruments are expected to have the same security code (ISIN) as the underlying Warrants which, following Admission, will be admitted to trading on AIM.

CREST is a voluntary system and Warrantheolders who wish to settle in materialised form can continue to trade by means of stock transfer forms and hold their Warrants in certificated form.

In general, the Depository Instruments held in uncertificated form under CREST will be subject to the rules, regulations and procedures governing CREST and its system members from time to time. Ownership of a Depository Instrument held in uncertificated form under CREST may only be transferred in compliance with procedures of CREST in effect from time to time.

Investors who would like to hold the Warrants that they receive alongside their subscription for Loan Notes, through CREST, are requested to provide their account details in the Form of Subscription.

For holders of Warrants through CREST, on exercise of such Warrants it will be necessary to comply with the requirements of the Warrant Registrar and Warrant Depository and CREST in converting such Warrants into new ordinary shares of the Company. As at the date of this document, it is anticipated that such conversion will require Depository Instruments representing Warrants to be converted into a Warrant Certificate and exercised in accordance with the terms of the Warrant Certificate. Upon exercise of the Warrants, the Company will deliver, or cause to be delivered to the Warrantheolder new ordinary shares in its capital and if requested, in writing, such new ordinary shares will be transferred into the CREST system as depository instruments representing the underlying new ordinary shares.



## **PART 6**

### **FINANCIAL INFORMATION ON THE COMPANY**

The audited annual accounts of the Company for its last three financial years are publicly available and can be found on the Company's website at [www.bbholdingslimited.com](http://www.bbholdingslimited.com) or alternatively a copy may be inspected at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AO until Admission.

The website of the Company does not form part of this document.

#### **Working capital statement**

In the opinion of the Directors, having made due and careful enquiry and taking into account the borrowing facilities available to the Company, the working capital available to the Company will, be sufficient for its present requirements, that is for at least twelve months from the date of Admission.

## PART 7

### RELATED PARTY TRANSACTIONS

#### **Guarantees and indemnities**

Prior to the demergers of both CGL from the Company in August 2005 and of OSI in February 2006, BBHL provided certain financial guarantees and indemnities in support of third party bank and other credit facilities, including guarantor, surety and other bonds, which were provided to certain operating subsidiaries of BBHL. Under the terms of the respective demerger agreements between BBHL and CGL and between BBHL and OSI, BBHL was released from its obligations under the terms of all these guarantees and indemnities with the exception of the following:

- (a) an agreement of indemnity in favour of a provider of performance bonds to OSI relating to a US\$35 million surety performance bond line, of which US\$16.1 million was utilised by OSI as at March 31, 2006; and
- (b) guarantees for the provision of certain lessor equipment, motor vehicle fleet fuel and retrospective insurance premiums with one provider, which, as at March 31, 2006, amounted to approximately US\$1.7 million

OSI procured the release of BBHL from all these remaining obligations prior to December 31, 2006 with the exception of US\$0.6 million relating to (b) above.

#### **Business and administrative services**

By an agreement dated February 7, 2006, between BBHL and OSI and a separate agreement dated August 8, 2005 between BBHL and CGL, each of BBHL and OSI and BBHL and CGL has agreed to provide, or procure the provision by their respective subsidiaries of, certain business and administrative services to the other party and its subsidiaries as reasonably requested from time to time by the other party or its subsidiaries. Fees are payable on commercial arm's length terms and include the recovery of expenses. The term of the agreement is one year, which will automatically be renewed for a further year unless cancelled by either party. Under the terms of these agreements BBHL received management fees of approximately US\$0.1 million from CGL and no payment from OSI during the year ended March 31, 2006.

## PART 8

### ADDITIONAL INFORMATION

#### 1. Responsibility

To the best of the knowledge of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and makes no omission likely to affect the import of such information. The Directors of Company, whose names, functions and business addresses are set out on page 3 of this document, accept responsibility for the information contained in this document, including individual and collective responsibility for compliance with the AIM Rules.

#### 2. BB Holdings Limited

- (a) BBHL was originally incorporated in Belize in January 1987 as a general business corporation and was reincorporated as an international business company limited by shares, in Belize on 1 May 1990 with registered number 1 and is subject to the provisions of the IBCA. The registered office of the Company is located at 60 Market Square, Belize City, Belize, Central America (Tel: 00 501 227 7178).
- (b) The liability of the members of the Company is limited.
- (c) The significant subsidiaries of the Company are as follows:

<i>Name</i>	<i>Company No.</i>	<i>Country of Incorporation</i>	<i>Percentage of ownership by the Company</i>
The Belize Bank Limited	N/A	Belize	100%
Belize Bank International Limited	N/A	Belize	100%
The Belize Bank (Turks and Caicos) Limited	7040	Turks and Caicos Islands	100%

- (d) The principal activity of the Company is to act as the holding company for the provision of financial services through The Belize Bank Limited and its subsidiaries. The Company also has an equity investment of approximately 24.8 per cent. in Numar. Save as disclosed in this document, there are no exceptional factors which have influenced the activities of the Company in the period for which the Financial Information is provided.

#### 3. Share Capital and Interests

- (a) *Issued and Authorised Share Capital*

In relation to the period covered by the Financial Information:

- (i) as at March 31, 2004:
  - (A) the authorised share capital of the Company was represented by 100,000,000 ordinary shares of no par value each and 14,000,000 preference shares of US\$1 each;
  - (B) the issued share capital of the Company was US\$0.6 million represented by 62,285,346 ordinary shares of no par value each and there were no preference shares in issue;
- (ii) as at March 31, 2005:
  - (A) the authorised share capital of the Company was represented by 100,000,000 ordinary shares of no par value each and 14,000,000 preference shares of US\$1 each;

- (B) the issued share capital of the Company was US\$0.6 million represented by 62,554,040 ordinary shares of no par value each and there were no preference shares in issue;
- (iii) as at March 31, 2006:
  - (A) the authorised share capital of the Company was represented by 100,000,000 ordinary shares of no par value each and 14,000,000 preference shares of US\$1 each;
  - (B) the issued share capital of the Company was US\$0.6 million represented by 62,554,040 ordinary shares of no par value each and there were no preference shares in issue;
- (iv) as at the date of this document:
  - (A) the authorised share capital of the Company is represented by 100,000,000 ordinary shares of no par value each and 14,000,000 preference shares of US\$1 each; and
  - (B) the issued share capital of the Company is US\$0.6 million represented by 62,554,040 ordinary shares of no par value each and there are no preference shares in issue.

Immediately following the Placing the authorised and issued share capital of the Company will remain unchanged.

(b) *Preference Shares*

In December 1997, 500,000 preference shares of US\$1 each were designated as series 'A' preference shares (pursuant to a shareholder rights agreement (the **Shareholder Rights Agreement**)) for issue on the occurrence of certain rights. The rights attaching to the balance of 13.5 million preference shares (none of which are issued and outstanding as at the date of this document), as to designation, dividends, return of capital, redemption, conversion, voting and otherwise are determinable by the Directors on or before the time of allotment.

Under the Shareholder Rights Agreement, in February 1998, each BBHL ordinary shareholder received a distribution of one right for each BBHL ordinary share held. In May 1999, BBHL resolved that, as a result of a three for one stock split, the number of rights associated with each ordinary share in issue be adjusted from one to one-third.

Each right entitles the holder to purchase from BBHL Ordinary Shares of a new series of 'A' preference shares at an initial purchase price of US\$90 per one hundredth of a series 'A' preference share. The rights will become exercisable and will detach from the BBHL ordinary shares at a specified period of time after any person becomes the beneficial owner of 15 per cent. or more of BBHL's ordinary shares, or commences a tender or exchange offer which, if consummated, would result in any person becoming the beneficial owner of 15 per cent. or more of BBHL's ordinary shares. The rights did not become exercisable on account of any person being the beneficial owner of 15 per cent. or more of BBHL's ordinary shares when the Shareholder Rights Agreement was adopted, but become exercisable if such a person increases their beneficial ownership after that time.

If any person becomes the beneficial owner of 15 per cent. or more of BBHL's ordinary shares, or if any person who was already the beneficial owner of 15 per cent. or more of BBHL's ordinary shares when the Shareholder Rights Agreement was adopted increases their beneficial ownership, each right will enable the holder, other than the acquiring person, to purchase, for the rights' purchase price, BBHL ordinary shares having a market value of twice the rights' purchase price.

If, following an acquisition of 15 per cent. or more of BBHL's ordinary shares, BBHL is involved in any merger, or other business combination, or sells or transfers more than

50 per cent. of its assets or earnings power, each right will entitle the holder to purchase, for the rights' purchase price, ordinary shares of the other party to such transaction, having a market value of twice the rights' purchase price.

BBHL may redeem all of the rights at a price of US\$0.01 per right at any time prior to the specified period of time after a person has become the beneficial owner of 15 per cent. or more of BBHL's ordinary shares. The rights will expire in December 2007 unless exercised or redeemed earlier. The holders of the rights have no rights as a shareholder of BBHL, including the right to vote and to receive dividends.

(c) *Treasury Shares*

The Company has, from time to time, utilized surplus available funds to purchase treasury shares at times when BBHL Ordinary Shares have become available at a share price which has represented an attractive purchase opportunity. Certain of these treasury shares have been reissued subsequently to finance acquisitions or have been used to satisfy the exercise of share options and warrants:

- (i) In 2003 the Company repurchased approximately 12,000 BBHL Ordinary Shares from certain officers of the Company on their resignation.
- (ii) In 2004, the Company repurchased 298,072 BBHL Ordinary Shares received as consideration for collateralized amounts due from certain officers of the Company and 75,000 BBHL Ordinary Shares received from an expired acquisition escrow account.

During the years ended March 31, 2004, 2005 and 2006, the Company contributed certain BBHL Ordinary Shares to a major subsidiary in connection with that company's defined contribution pension plan obligations. These BBHL Ordinary Shares were taken out of the treasury shares held by BBHL and amounted to 183,249, 120,929 and 127,372 BBHL Ordinary Shares, respectively, for consideration by the subsidiary of US\$0.7 million, US\$0.8 million and US\$0.9 million respectively, in each of those years.

(d) Save as disclosed in this document in relation to the Placing:

- (i) no share or loan capital of the Company has been issued or is proposed to be issued;
- (ii) no person has any preferential subscription rights for any share capital of the Company;
- (iii) no share or loan capital of the Company is currently under option or agreed conditionally or unconditionally to be put under option; and
- (iv) no commissions, discounts, brokerages or other special terms have been granted by the Company since its incorporation in connection with the issue or sale of any share or loan capital of the Company.

(e) The Directors' interests in BBHL Ordinary Shares, as at the date of this document are as follows:

<i>Director</i>	<i>BBHL Ordinary Shares</i>	<i>Percentage of issued share capital at date of this document</i>
Lord Ashcroft, KCMG	44,806,287	71.6%
David Hammond	21,972	0.0%
Peter Gaze	112,207	0.2%
Philip Johnson	280,017	0.4%
Philip Osborne	86,015	0.1%
Cheryl Jones	5,549	0.0%
Emory King	51,923	0.1%
John Searle	156,676	0.3%

- (f) As at the date of this document, so far as the Directors are aware, those persons who have a direct (or indirect) notifiable interest in the Company's capital or voting rights under the IBCA, are as follows:

<i>Name</i>	<i>BBHL Ordinary Shares</i>	<i>Percentage of issued share capital at date of this document</i>
Lord Ashcroft, KCMG	44,806,287	71.6%

Such rights, as detailed above, rank *pari passu* with all other securities of the same class in the capital of the Company.

- (g) Save as described in this document, no Director or any member of a Director's family has a related financial product referenced to BBHL Ordinary Shares.
- (h) There are no arrangements, known to the Company, which may result in a change of control of the Company.
- (i) Save as disclosed in this document and so far as the Directors are aware, there are no persons who, directly or indirectly, jointly or severally, exercise or could exercise control over the Company.

#### **4. The Warrants**

- (a) Further details on the Warrants can be found in Part 3 of this document.
- (b) The ISIN number for the depositary instruments representing the Warrants is expected to be ISINP1622X114.

#### **5. Directorships and Remuneration**

- (a) *Directorships and partnerships*

The current directorships and partnerships of the Directors and the directorships and partnerships held by them over the previous five years are as follows:

<i>Name</i>	<i>Directorships and Partnerships</i>
Lord Ashcroft, KCMG	<i>Current</i>
	BB Holdings Limited
	Mayfair Limited
	OneSource Services Inc.
	Prospect Education (Technology) Trust Limited
	<i>Past</i>
	Belize Telecommunications Limited
	Blackwood Limited
	Bombshell Limited
	Carlisle Group PLC
	Carlisle Services Limited
	Industry In Education Limited
	Seashell Group Limited
	Seashell II Limited
Tyco International Limited	

*Name*

David Bruce Hammond

*Directorships and Partnerships*

*Current*

BB Holdings Limited  
Carlisle Group Limited  
Crimestoppers Trust  
Crimestoppers Enterprises Limited  
First Division Rugby Limited  
Global Health Partner plc  
Jacdaw Investments Limited  
London Welsh RFC Limited  
Prospect Education (Technology) Trust Limited  
Rugby Football Union  
Treble5Treble1 Limited  
Wooden Spoon Society

*Past*

BCA Finance Limited  
BCA Group Europe Limited  
BCA Holdings Limited  
Industry in Education Limited  
London Welsh Rugby Football Club Limited  
London Welsh Community Amateur Sports Club Limited  
Welsh Rugby Union Limited  
Provant, Inc.  
Seashell Group Limited  
Seashell II Limited  
Bombshell Limited

Peter Michael Reeder Gaze

*Current*

Aaxis Holdings S.a.r.l  
Aaxis Investments S.a.r.l  
BB Holdings Limited  
B.B. International Limited  
Carlisle Group Limited  
Flying Lion Limited  
Harrington Services, Inc.  
Kenard Investments Limited  
Mertone Limited S.A.  
OneSource Finance (Iceland) Limited  
OneSource Finance, S.A.  
OneSource Holdings (Bermuda) Limited  
OneSource Services Inc.

*Name*

*Directorships and Partnerships*

*Past*

Aaxis Limited  
CMS Operations New Jersey, Inc.  
Coastal States Industries, Inc.  
Esco Exterminating Services, Inc.  
Excel Enterprises, Inc.  
Key Services, Inc.  
OneSource Acquisition Corporation  
OneSource Acquisition 2, Inc.  
OneSource Acquisition 5, Inc.  
OneSource Aviation, Inc.  
OneSource Building Services, Inc.  
OneSource Business Holdings, Inc.  
OneSource Customer Care Center, Inc.  
OneSource Energy Services, Inc.  
OneSource Facility Services, Inc.  
OneSource Franchise Holdings, Inc.  
OneSource Franchise System, Inc.  
OneSource Holdings, Inc.  
OneSource Landscape & Golf Services, Inc.  
OneSource Maintenance, Inc.  
OneSource Mall Services, Inc.  
OneSource Management, Inc.  
OneSource Metal & Marble, Inc.  
OneSource N.Y., Inc.  
OneSource Painting, Inc.  
OneSource Performance, Inc.  
OneSource Pest Control, Inc.  
OneSource Property Holdings, Inc.  
OneSource Security Holdings, Inc.  
OneSource Security Services, Inc.  
OneSource Services Corporation  
OneSource Services Holdings, Inc.  
The Maintenance Company, Inc.  
Total Building Maintenance, Inc.

Philip Charles Johnson

*Current*

BB Holdings Limited  
Carlisle Group Limited  
OneSource Services Inc.  
Port of Belize Limited  
The Belize Bank Limited  
The Belize Bank (Turks and Caicos) Limited  
Belize Bank International Limited  
The Belize Ports Limited

*Past*

B.B. International Limited  
Belize Electricity Limited  
Bombshell Limited  
Caribbean International Investment Limited  
First Financial Payment Systems Limited  
Seashell Group Limited  
Seashell II Limited



*Name*

Philip Thomas Osborne

*Directorships and Partnerships*

*Current*

Ariel International Development Inc.  
BB Holdings Limited  
B.B. International Limited  
BHI (BVI) Limited  
BHI Services Limited  
BHI (Tower) Limited  
Bougainvillea Investments Limited  
Bougainvillea Operations Limited  
Capitol Group Limited  
Carduco Limited  
Caribbean International Investment Limited  
Carlisle Holdings (Bermuda) Limited  
Carlisle Group Limited  
Carlisle Services Limited (Belize)  
House of ENO, Ltd.  
Indigo Selection Holdings PTY Limited  
Indigo Selection PTY Limited  
Intercommunications Technologies Limited  
Kenard Investments Limited  
L.I. Holdings Limited  
Oxford Investments (Belize) Limited  
Private Investment Limited  
Prize Holdings International Limited  
Rapid Reef Holdings Limited  
Sagis Investments Limited  
Seagrass Holdings Limited  
Sea Transportation Holdings Limited  
The Belize Ports Limited

*Past*

Aaxis Limited  
Belize Electricity Limited  
Belize Telecommunications Limited  
Bombshell Limited  
Carlisle Facilities Services Limited  
Criswood Limited  
International Prospects Investments Limited  
Quebec Inc.  
Seashell Group Limited  
Seashell II Limited  
Tertian Holdings Limited

<i>Name</i>	<i>Directorships and Partnerships</i>
Cheryl Christine Jones (formerly Cheryl Christine Healy)	<p><i>Current</i></p> <p>BB Holdings Limited OneSource Holdings, Inc. OneSource Services Inc.</p> <p><i>Past</i></p> <p>FGO Group Limited</p>
Emory King	<p><i>Current</i></p> <p>The Belize Bank Limited BB Holdings Limited</p> <p><i>Past</i></p> <p>None</p>
John Searle	<p><i>Current</i></p> <p>BB Holdings Limited Belize Global Travel Services Limited Aero Dispatch Services Limited Cameric Developments Limited Boltonbank Development Company Limited The Belize Bank Limited</p> <p><i>Past</i></p> <p>Belize Telecommunications Limited Radisson Fort George Hotel Limited</p>

(b) *Remuneration and service agreements*

The Company presently has service agreements with Lord Ashcroft KCMG, Peter Gaze, Philip Osborne and Philip Johnson. The aggregate remuneration and benefits in kind payable to the Directors under their service agreements is US\$1.5 million per annum.

No Director is required to vacate their office under their service agreement or otherwise within 12 months of the date of this document.

No director has a notice period of longer than 12 months.

(c) *Loans and guarantees*

There are no loans or guarantees provided by any member of the Company for the benefit of any Director.

(d) *Directors' interests in transactions*

No Director has or has had any interest in any transaction which is of an unusual nature, contains unusual terms or is significant in relation to the Company and which was effected during the current or immediately preceding financial year or in any earlier financial year and remains in any respect outstanding or unperformed.

(e) *None of the Directors:*

- (i) is, save as disclosed in paragraph (a) above, currently a director of a company or a partner in a partnership or has been a director of a company or a partner in a partnership within the five years immediately preceding the date of this document; or
- (ii) has any unspent convictions for any indictable offences or has been declared bankrupt or has made any voluntary arrangement with his creditors; or
- (iii) has been a director of a company at the time of or within the 12 months preceding any receivership, compulsory liquidation, creditors' voluntary liquidation, administration

or voluntary arrangement of that company or any composition or arrangement with its creditors generally or any class of creditors; or

- (iv) has been a partner in a partnership at the time of or within the 12 months preceding any compulsory liquidation, administration or voluntary arrangement of that partnership; or
  - (v) has had any asset which has been subject to receivership or has been a partner in a partnership at the time of or within the 12 months preceding an asset of the partnership being subject to a receivership; or
  - (vi) has been the subject of any public criticisms by any statutory or regulatory authorities (including recognised professional bodies) or has ever been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.
- (f) Other than disclosed in this document, none of the Directors is, or will be at the date of Admission, party to a service agreement with the Company and no Director is entitled to any remuneration or benefits in kind from the Company other than as provided in such service agreements and there are no proposals or arrangements to enter into any other agreement.

## **6. Long-Term Incentive Plan**

BBHL operates a share option plan for its executives, officers and key employees. This is known as the BBHL 1997 Long-Term Incentive Plan (the **Plan**), a description of which is contained below.

### ***The Plan***

The Plan is administrated by the Board of BBHL or a committee thereof.

### ***Purpose of the Plan***

The purpose of the Plan is to promote the interest of the Company and its stockholders by (i) attracting and retaining key employees, officers or directors of the Company and its subsidiaries, (ii) motivating employees or directors by means of performance-related incentives to achieve longer-range performance goals, and (iii) enabling employees and directors to participate in the long-term growth of the Company.

### ***Grant of Awards***

The Board may grant awards (**Awards**) to such officers, key employees or directors as they determine. Awards may either take the form of options, stock appreciation rights, performance awards, dividend equivalent awards or other stock-based awards.

### ***Shares available for Awards***

The number of BBHL Ordinary Shares with respect to which Awards may be granted under the Plan is equal to 20% of the total of the number of BBHL Ordinary Shares, from time to time, which are issued and outstanding, held in treasury or issuable on the exercise, conversion or exchange of any issued and outstanding security or instrument (other than a share option). BBHL Ordinary Shares subject to forfeited, terminated or cancelled Awards will not count towards the above limit.

### ***Adjustments***

If the Board determines that any dividend or other distribution, recapitalization, stock split, reverse stock split, subdivision, consolidation or reduction of capital, reorganization, merger, scheme of arrangement, split up, spin-off or combination involving the Company or repurchase or exchange of BBHL Ordinary Shares or other similar corporate transaction affects BBHL Ordinary Shares, the Board may adjust the number and type of shares in respect of which

Awards may be granted, the number and type of shares subject to Awards and/or the grant or exercise price with respect to any Award.

#### *Type of Awards*

Options granted under the Plan will generally not have an exercise price less than the fair market value of a BBHL Ordinary Share at the date of grant. Conditions of vesting are determined at the time of grant but generally vest on the third anniversary of the date of grant and remain exercisable for periods up to 10 years after the date of grant. Stock appreciation rights granted under the Plan consist of the right to receive the excess of the fair market value of a BBHL Ordinary Share on the date the right is exercised over the grant price of the right (the grant price generally not being less than the fair market value of a BBHL Ordinary Share at the date of grant). Performance awards granted under the Plan consist of a right payable in cash, BBHL Ordinary Shares or other securities which is dependent on the achievement of such performance goals established by the Board. Dividend equivalents granted under the Plan consist of a right pursuant to which any participant shall be entitled to receive payments equivalent to dividends in respect of a certain number of BBHL Ordinary Shares. The Board may also grant other stock-based awards which are deemed to be consistent with the purposes of the Plan.

The terms of options previously granted to eligible employees or assumed by the Company can also be made subject to the terms of the Plan.

#### *Limits on transfer Awards*

Awards may only be exercisable by a participant during the participant's life time or by a participant's guardian or legal representative. Awards may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a participant other than by will or by the laws of descent and distribution.

#### *Amendments to the Plan*

The Board may amend, alter, suspend, discontinue or terminate the Plan without the consent of shareholders or participants provided that no such amendment, alteration, suspension, discontinuation or termination may impair the rights of any participant without the consent of that participant and no amendment which would increase the total number of BBHL Ordinary Shares available for Awards under the Plan or otherwise cause the Plan to cease to comply with any applicable law or regulatory requirement may be made without the approval of shareholders of the Company.

The Board may make adjustments to the terms and conditions of Awards in recognition of unusual or non-recurring events affecting the Company or any subsidiary or the financial statements of the Company or any subsidiary or changes in applicable laws, regulations or accounting principles whenever the Board determines adjustments are appropriate in order to prevent dilution or enlargement of benefits or potential benefits intended to be made available under the Plan.

#### *Governing law*

The Plan is governed by the laws of Belize.

#### *Term of the Plan*

No Award may be granted under the Plan after December 5, 2007.

#### *Other*

At March 31, 2006, under the Plan there were 1,000,000 options outstanding with a weighted average exercise price of US\$3 each. In August 2006 the options lapsed in accordance with their terms.

On May 31, 2006, in accordance with the Plan, the Company granted additional options over 2,000,000 BBHL Ordinary Shares to Philip Johnson at an exercise price of US\$6.50 per share which vest in two tranches as to 500,000 on or after February 28, 2010 and 1,500,000 shares on or after March 15, 2011.

## **7. Taxation**

### **(a) Belize Taxation**

No stamp duty is payable with respect to instruments transferring BBHL Warrants or the underlying BBHL Ordinary Shares.

### **(b) UK Taxation**

The statements set out below are intended only as a general guide to current UK law and HM Revenue & Customs published practice and apply to UK stamp duties in respect of the Warrants only. The summary does not purport to be a complete analysis of all the potential UK tax consequences of holding Warrants and is on the basis of the circumstances as at Admission. If you are in any doubt as to your tax position you are strongly recommended to consult an appropriate professional adviser. This summary is based upon UK law and HM Revenue & Customs published practice as in effect at the date of this document, each of which may be subject to change, perhaps with retrospective effect.

#### *UK stamp duty and stamp duty reserve tax (SDRT)*

No UK stamp duty should need to be paid in respect of the issue or transfer of Warrants, provided the Warrant Instrument, the Depositary Instrument Deed Poll and any instrument of transfer are executed outside the UK. However, SDRT will be payable at 0.5 per cent. of the consideration for any agreement to transfer a Depositary Instrument representing Warrants. No UK stamp duty or SDRT will be payable on the issue of new ordinary shares to a Warrantholder on exercise of Warrants.

## **8. Memorandum and Articles of Association of the Company**

- (a)** The memorandum of association of the Company (the **Memorandum**) provides that its principal objects are to engage in any act or activity that is not prohibited under any law for the time being in force in Belize. The objects of the Company are set out in full in clause 4 of the Memorandum.
- (b)** Set out below is a summary of certain provisions of the articles of association of the Company (the **Articles**) and certain provisions of the IBCA which are subject, in certain instances, to variations which may be made by the Articles. Persons seeking a detailed explanation of any provisions of Belizean law or the differences between it and the laws of England and Wales or any jurisdiction with which they may be more familiar are recommended to seek specific legal advice.

### ***General meetings and voting rights***

Except where a greater majority is required by the IBCA or a company's articles of association, any question proposed for consideration by the Company or any class of shareholders shall be decided by a resolution of members which, under the IBCA (as applied by the Articles), may take the form of either:

- (i)** a resolution approved by a simple majority (or such larger majority as the Articles may specify) of the votes cast by the shareholders (or those of the relevant class or series) present at a duly constituted meeting; or
- (ii)** a resolution consented to in writing by an absolute majority (or such larger majority as the Articles may specify) of the votes of shares (or those of the relevant class or series) entitled to vote thereon,

and is referred to in this summary as a **Resolution**.

The Board may, whenever it thinks fit, and shall on the requisition of members in accordance with the IBCA, convene a general meeting. Under the IBCA, members holding more than 50 per cent. of the votes of the outstanding voting shares may requisition a meeting.

Any general meeting shall be called by at least five clear days' notice specifying the date, time and place of the meeting. A member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him. A proxy must be a member of the Company. Any member which is a corporation may authorise a person to act as its representative at any meeting and any person so authorised shall be entitled to exercise on behalf of the corporation the same powers as that corporation could exercise if it were an individual member.

Subject to the Company's articles of association and to any special rights or restrictions as to voting attached to any class of shares, on a show of hands, every member who is present in person or by proxy shall have one vote and, on a poll, every member who is present in person or by proxy shall have one vote for each share held by him. Unless the Board otherwise decides, no member shall be entitled to vote at any meeting unless all calls due from him or other sums presently payable by him have been paid.

#### ***Disclosure of interests in shares***

The Board may by notice in writing require any person whom the Board knows or has reasonable cause to believe to be interested in shares in the Company to indicate whether or not that is the case and, where applicable, to give such further information as may be required by the Board within such reasonable time (not being less than 21 days) as is specified in the notice. A member served with such notice who has failed to provide information requested in the requisite period shall not be entitled, in respect of those shares, to vote or to receive any payments of income or capital for a period of up to one year from the date of service of a further notice, which may be extended in the event of continuing non-compliance. A notice remains in effect following a transfer of the relevant shares, unless the Board otherwise decides.

#### ***Variation of class rights***

Subject to the IBCA, all or any of the special rights attached to any class of shares in issue may, unless otherwise provided by the terms of issue, be varied with the sanction of a Resolution. The special rights attached to any class of shares shall not, unless expressly provided for in or under the terms of issue of such shares, be deemed to be varied by the creation or issue of new shares ranking *pari passu* with such shares, by the creation or issue for full value of shares ranking in priority to them or by the purchase, redemption by the Company of any of its own shares or by the conversion of shares with par value into shares without par value or *vice versa*.

#### ***Authorisation to allot unissued shares***

Under the IBCA, shares may only be issued fully paid. Under the Articles, all unissued shares in the capital of the Company are at the disposal of the Board, which may offer, allot, grant options or other rights over or otherwise deal with or dispose of them to such persons, at such times and for such consideration and generally on such terms and conditions as the Board may from time to time determine. The Company may also issue fractional shares.

#### ***Alteration of capital***

- (i) The Company may at any time by a Resolution or by resolution of its Directors increase its share capital.
- (ii) The Company may by Resolution or by resolution of its Directors divide its share capital into several classes and attach to them any special rights, privileges or conditions, consolidate and divide all or any of its share capital into shares of larger par value than its existing shares, sub-divide all or any of its shares into shares of a smaller amount than is fixed by the Memorandum, issue shares which do not carry any voting rights, cancel any shares which, at the date of the passing of the resolution, have not been taken up, or agreed

to be taken up, by any person and diminish the amount of its capital by the amount of the shares so cancelled, and change the currency denomination of its share capital. Subject to the provisions of the IBCA, the Company may also, by Resolution or by resolution of its Directors, convert any preference shares into redeemable preference shares.

- (iii) Subject to the provisions of the IBCA, the Company may, by Resolution or by resolution of the Directors, reduce its share capital or share premium account and purchase its own shares, whether in the market, by tender or by private treaty, on such terms as the Board may determine. Under the IBCA, the capital may be reduced by returning surplus capital, cancelling any capital that has been lost, or by transferring from capital to surplus account an amount required to purchase, redeem or otherwise acquire shares in the Company, provided that the Directors determine that, immediately after the reduction, the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and that the realisable value of the assets of the Company would be not less than its total liabilities, other than deferred taxes, as shown in the Company's books of account, and its remaining capital. The IBCA enables a company to purchase, redeem or otherwise acquire and hold its own shares, but only out of surplus or in exchange for newly issued shares of equal value, and provided that the Directors determine that the company will be solvent, as mentioned above. Where shares are held in treasury, or are held by a subsidiary, those shares do not carry the right to vote or to receive dividends.

### ***Transfer of shares***

Subject to the IBCA and a company's articles of association, any share may be transferred by a written transfer in any usual form or in any other form acceptable to the Directors. The form of transfer must be signed by or on behalf of the transferor and, if the share is not fully paid, by or on behalf of the transferee. The Directors may refuse to register any transfer of shares which is not duly stamped, if required, and lodged at the Company's registered office or other place prescribed by the Directors, together with the relevant share certificate(s) (if any) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may refuse to register a transfer of any share if the instrument of transfer is in respect of more than one class of share or is in favour of more than four persons jointly. The Directors may also refuse to register a transfer of any share in respect of which sums payable have not been paid, but not so as to prevent dealings in shares of the relevant class taking place on an open and proper basis on any stock exchange on which such shares are listed. If the Directors refuse to register a transfer they shall send to the transferee notice of refusal.

### ***Directors***

- (i) The number of Directors shall not exceed 15 nor be less than two in number and shall be appointed either by Resolution or by a resolution of the Board. The Directors are not subject to retirement by rotation unless the Company by Resolution determines to implement such retirement by rotation on an annual basis. Subject to any such Resolution, the Directors may determine that they shall be divided into three classes, retiring successively at each general meeting and may also declassify the Board, in which event all Directors retire at the next general meeting. While the Directors are subject to retirement by rotation, a Director may only be removed from office by a Resolution passed at a general meeting by a majority of not less than two-thirds of all the votes capable of being cast or by a written notice signed by not less than 80 per cent. in number of the Directors then in office. In other circumstances, a Director may be removed from office either by the Company by Resolution or by such written notice.
- (ii) A Director may hold any other office or position in the Company in conjunction with his office of director. The Directors are not required to hold shares in the Company in order to qualify for the office of director of the Company.
- (iii) A Director who is in any way directly or indirectly interested in a contract with the Company shall disclose the nature of his interest. A Director may not vote or be counted in

the quorum in respect of any proposal concerning his own appointment to any office or its termination.

- (iv) A Director shall be paid such fees (if any) as the Board shall determine. A Director shall also be entitled to be repaid all such expenses properly and reasonably incurred in the conduct of the Company's business or in the discharge of his duties. Any Director who serves on a committee or who performs special services may be paid such extra remuneration as the Board may determine.
- (v) The Directors may at any time appoint one or more of the Directors to an executive office on such terms and for such periods as they may determine and may revoke any such appointment. Any person so appointed shall receive such remuneration as the Board may determine.
- (vi) Subject to the IBCA, Directors and officers of the Company are entitled to be indemnified by the Company against all liabilities, losses, damages or expenses arising out of the actual or purported execution or discharge of their duties or the actual or purported exercise of their powers or otherwise in relation to or in connection with their duties, powers or office.

### ***Borrowing powers***

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or part of its undertaking, property and uncalled capital and to issue debentures and other securities whether outright or as collateral security for any liability or obligation of the Company or of any third party.

### ***Preference shares***

The Company may issue preference shares (including the Preference Shares) which (i) are liable to be redeemed on the happening of a specified event or events or on a given date or dates and/ or (ii) are liable to be redeemed at the option of the Company and/or the holder. The terms and manner of redemption of any Preference Shares shall be as the Board may by resolution determine before the allotment of such shares and the terms and manner of redemption of any other redeemable preference shares shall be either (i) as the Company may by Resolution determine or (ii) insofar as the Board is so authorised by any Resolution, as the Board may by resolution determine before the allotment of such shares. Any such Resolution or resolution of the Board for the time being in force shall be attached as an appendix to (but shall not form part of) these Articles.

The rights attaching to the Preference Shares shall be as follows:

- (i) Each Preference Share shall have attached to it such preferred, qualified or other special rights, privileges and conditions and be subject to such restrictions, whether in regard to dividend, return of capital, redemption, conversion into Ordinary Shares or voting or otherwise, as the Board may determine on or before its allotment.
- (ii) The Board may allot the Preference Shares in more than one series and, if it does so, may designate each series in such manner as it deems appropriate to reflect the particular rights and restrictions attached to that series, which may differ in all or any respects from any other series of Preference Shares.
- (iii) The particular right and restrictions attached to any Preference Share shall be recorded in a resolution of the Board. The Board may at any time before the allotment of any Preference Share by further resolution in any way amend such rights and restrictions or vary or revoke its designation. A copy of any such resolution or amending resolution for the time being in force shall be annexed as an appendix to (but shall not form part of) these Articles.
- (iv) The Board shall not attach to any preference share any right or restriction which would alter or abrogate any of the special rights attached to any other class of preference shares of the time being in issue without such sanction as is required for any alteration or abrogation



of such rights, unless expressly authorised to do so by the terms of issue of such Preference Shares.

### ***Dividends***

Under the IBCA, the Company may, by a resolution of its Directors, declare and pay dividends in money, shares or other property, but dividends may only be declared and paid out of surplus. A dividend may only be declared if the Directors first determine that, after the payment of the dividend, the solvency requirements of the IBCA will be satisfied.

Under the Articles, except insofar as the rights attaching to, or the terms of issue of, any shares otherwise provide:

- (i) all dividends shall be declared and paid according to the amounts paid up on the shares;
- (ii) dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and
- (iii) dividends shall be declared and paid in US dollars, but the Board may determine that dividends on shares held by shareholders with registered addresses in a particular territory shall be declared or paid in another currency and, if they do so, fix the basis of conversion into that other currency.

The Board may capitalise reserves for distribution amongst the shareholders or any class of shareholders who would be entitled to that amount, if distributed by way of dividend, on the footing that it is applied in paying up in full unissued shares, debentures or other obligations of the Company. Whenever the Board makes a capitalisation issue of shares it may, subject to the rights attached to any particular class of shares, also decide to offer any shareholder the right to receive cash in lieu of all or some part of his entitlement, in an amount determined by the Board. The Board may also, subject to the same limitation, provide shareholders with a right to elect to receive further shares, credited as fully paid, instead of cash in respect of all or any dividend, in which case the Board may determine the basis of allotment and other incidental matters.

Under the Articles, the Board may deduct from any dividend or other monies payable to a shareholder (either alone or jointly with another) all sums of money due from that shareholder (either alone or jointly with another) to the Company on account of calls or otherwise in respect of shares of the Company.

The Articles further provide that if payment for a dividend or other sum payable in respect of a share is left uncashed or returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or account for that person, or payment is left uncashed or returned on two consecutive occasions, the Company may suspend the payment of dividends until notified of an address or account. All dividends or other distributions in respect of a share which are unclaimed for a period of two years from the date on which they become payable shall be forfeited and revert to the Company.

The Board may direct payment or satisfaction of any dividend or other distribution wholly or in part by the distribution of specific assets and, in particular, of paid up shares or debentures in another company.

### ***Mergers and similar transactions***

The IBCA contains provisions enabling a company incorporated under it to merge or consolidate with or into another company, whether or not incorporated in Belize, subject to certain conditions. It also permits a company to migrate to another jurisdiction.

Under the IBCA, and subject to the company's articles of association, where an arrangement involving the transfer of shares of an existing company (the **transferor company**) to another company (the **transferee company**) has been approved by the holders of not less than 50 per cent. in value of the shares whose transfer is involved, the transferee company may

acquire the shares of any dissenting shareholder on the same terms on which the shares of the approving shareholders are to be transferred, subject to certain exceptions.

The IBCA also provides that where, in pursuance of such an arrangement, there is a transfer of shares in an existing company to the transferee company and those shares, together with any other shares already held by the transferee company, represent 90 per cent. in value of the shares, the holders of the remaining shares may require the transferee company to acquire their shares on the same terms on which the shares of the approving shareholders are to be transferred.

In addition, the IBCA stipulates that, subject to a company's memorandum and articles of association, members holding 90 per cent. of the voting rights of outstanding shares or of the outstanding shares of any class or series of shares on a merger or consolidation, may direct the company to redeem the shares held by the remaining members (whether or not the shares are by their terms redeemable).

The IBCA gives a dissenting shareholder the right to payment of the fair value of his shares upon a merger, unless the company is a surviving company and the member continues to hold the same or similar shares, and upon a consolidation.

#### ***Distribution of assets on winding up***

If the Company is wound up whether voluntarily or otherwise, the liquidator may, with the sanction of a Resolution and any other sanction required by the IBCA, divide among the members in specie the whole or any part of the assets of the Company and vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit.

#### ***Notices***

A notice or other document may be given by the Company to any member either personally or by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member or by any other means authorised by the member concerned. In the case of joint holders of a share, delivery of any notice or other document to the joint holder who is named first in the register of members in respect of the joint holders shall be sufficient delivery to all the holders of the share.

#### ***Alteration of Memorandum and Articles***

Under the IBCA, an international business company may amend its memorandum or articles by a resolution of members or, where permitted by its memorandum or articles or by the IBCA, by a resolution of Directors. The Memorandum provides that it may be amended by a resolution of the Board of the Company, passed by a majority of the Board then in office and eligible to vote on that resolution. The Articles provide that they may be revoked or amended by the Board in any way.

### **9. Material Contracts**

Other than the de-merger agreements related to the restructuring described in Part 1, the contracts described in Part 7 of this document, the terms of the Placing described in Part 5 and an undertaking by Lord Ashcroft, KCMG to take up his full placing amount of Loan Notes and Warrants and further to take up any Loan Notes and Warrants which are not taken up by any other placees, dated March 23, 2007, there are no further arrangements which have been entered into or agreed to by either the Company or any member of the BBHL Group, otherwise than in the ordinary course of business, in the two years immediately preceding the date of this document or which contain any provision under which any member of the BBHL Group has any obligation or entitlement which is material to the BBHL Group as at the date of this document.

## **10. Litigation**

The Company is not engaged in any legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this document, a significant effect on the Company's financial position, and so far as the Directors are aware, there are no such proceedings pending or threatened against any member of the Company.

## **11. General Information**

- (a) Save as disclosed in this document, there has been no significant change in the financial or trading position of the Company since March 31, 2006, the date on which the last audited accounts of the Company were prepared.
- (b) The accounting reference date of the Company is March 31.
- (c) Save as disclosed in this document, there are no patents or other intellectual property rights, licences or particular contracts which are of fundamental importance to the Company's business or profitability.
- (d) Save as disclosed in this document, there are no persons (excluding professional advisers otherwise disclosed in this document and trade suppliers) that have (i) received, directly or indirectly, from the Company within the 12 months preceding the date of this document, or (ii) entered into contractual arrangements to receive, directly or indirectly, from the Company on or after Admission any of the following:
  - (i) fees totalling £10,000 or more;
  - (ii) securities in the Company with a value of £10,000 or more; or
  - (iii) any other benefit with a value of £10,000 or more at the date of Admission.
- (e) Cenkos Securities plc, Fyshe Horton Finney Limited, Capita IRG Trustees Limited, Capita IRG (Offshore) Limited, and The Belize Bank Limited have given and not withdrawn their respective written consent to the issue of this document with the inclusion of the references to their respective names in the form and context in which they appear.

## **12. Documents available for inspection**

- (a) Copies of this document and the Circular will be available free of charge to the public at the registered office of Cenkos Securities plc, 6.7.8 Tokenhouse Yard, London EC2R 7AS, during normal business hours on any weekday (Saturday, Sunday and public holidays excepted), for at least one month from the date of Admission in accordance with Rule 3 of the AIM Rules.
- (b) Copies of the following documents will be available for inspection, during normal business hours, on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AO until Admission:
  - (i) the memorandum and the articles of association of the Company;
  - (ii) the material contracts referred to in paragraph 9 above;
  - (iii) the IBCA;
  - (iv) the consent letters referred to in paragraph 11 above; and
  - (v) the Financial Information.

Dated: March 30, 2007

## DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

<b>Admission</b>	admission of all the Warrants to trading on AIM;
<b>AIM</b>	a market operated by the London Stock Exchange plc;
<b>AIM Rules</b>	the rules of AIM as published by the London Stock Exchange plc from time to time;
<b>Audit Committee</b>	the audit committee of the Company;
<b>BBHL or the Company</b>	BB Holdings Limited, an international business company incorporated in Belize under the IBCA with registered number 1;
<b>BBHL Group</b>	BBHL and its subsidiary undertakings from time to time;
<b>BBHL Preference Shares</b>	preference shares of US\$1 par value in the capital of BBHL;
<b>BBHL Ordinary Shares</b>	ordinary shares of no par value in the capital of BBHL;
<b>Board or Directors</b>	the directors of BBHL;
<b>British Overseas Territory</b>	as defined in section 50(1) of the British Nationality Act 1981 (as amended by the British Territories Act 2002) which includes the Turks and Caicos Islands;
<b>CGL</b>	Carlisle Group Limited, a company incorporated in Belize under the IBCA with registered number 44136;
<b>Compulsory Exercise Event</b>	the compulsory exercise of the Warrants as described in Part 6;
<b>CREST</b>	the relevant system (as defined in the Uncertificated Securities Regulations 2001) for the paperless settlement of security transfers and the holding of securities in uncertificated form in respect of which CRESTCo Limited is the Operator (as defined in those regulations);
<b>Directors</b>	the directors of BBHL;
<b>Financial Information</b>	the audited financial statements of the Company for each of the year ending March 31, 2004, March 31, 2005, and March 31, 2006;
<b>Form of Subscription</b>	the form of subscription for the Securities contained in the Placing Letters;
<b>FSMA</b>	the United Kingdom Financial Services and Markets Act 2000;
<b>Grupo Agroindustrial CB, S.A.</b>	a company incorporated in Costa Rica with registered number 3-101-173639;
<b>IBCA</b>	The International Business Companies Act 1990 of Belize, as amended;
<b>Loan Note Instrument</b>	the deed poll constituting the Loan Notes dated March 23, 2007;
<b>Loan Notes</b>	the 10 per cent. fixed rate, unsecured, loan notes with a maturity date of April 23, 2013 to be issued to investors pursuant to the Placing;
<b>Nominated Adviser or NOMAD</b>	Cenkos Securities plc;

<b>Noteholder</b>	a person whose name is entered in the register of holders of the Loan Notes kept by or on behalf of the Company;
<b>Numar</b>	Grupo Agroindustrial CB, S.A. and its related group of companies;
<b>Official List</b>	the Official List of the UK Listing Authority;
<b>OSI</b>	OneSource Services Inc., a company incorporated in Belize under the IBCA with registered number 46,251, whose principal business is the provision of facilities services in the United States;
<b>Placing</b>	the placing of the Securities with investors pursuant to the Placing Letters and as more fully described in this document;
<b>Placing Letters</b>	the letters despatched to potential investors in the Securities on or about the date of this document, together with the Form of Subscription;
<b>Registrar</b>	The Belize Bank Limited;
<b>Securities Act</b>	the United States Securities Act of 1933, as amended;
<b>Securities</b>	the Loan Notes and the Warrants;
<b>Sterling or £</b>	the lawful currency of the United Kingdom;
<b>UK Companies Act</b>	the United Kingdom Companies Act 1985, as amended;
<b>United Kingdom or UK</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>United Kingdom Listing Authority</b>	the Financial Services Authority as the competent authority for listing in the United Kingdom under the FSMA;
<b>United States or US</b>	the United States of America its territories and possessions, any State of the United States of America and the District of Columbia;
<b>US Person</b>	has the meaning ascribed to it under Regulation S of the Securities Act, as amended;
<b>US\$ or US dollars</b>	the lawful currency of the United States of America;
<b>Warrantholder</b>	a person whose name is entered in the register of holders of the Warrants kept by the Warrant Registrar;
<b>Warrant Instrument</b>	the deed poll constituting the Warrants dated March 23, 2007;
<b>Warrant Registrar</b>	Capita IRG (Offshore) Limited; and
<b>Warrants</b>	the warrants to subscribe for 7,692,308 new ordinary shares of the Company at an exercise price of US\$6.50 per new ordinary share until April 23, 2013.

