

GOVERNMENT OF BARBADOS

US\$200,000,000
7.00% NOTES DUE 2022

AGENCY AGREEMENT

August 4, 2010

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THIS AGREEMENT is made on August 4, 2010

BETWEEN

- (1) **GOVERNMENT OF BARBADOS** (the "**Issuer**"); and
- (2) **THE BANK OF NEW YORK MELLON** in its capacity as registrar (in such capacity the "**Registrar**");
- (3) **THE BANK OF NEW YORK MELLON** in its capacity as fiscal agent (in such capacity the "**Fiscal Agent**");
- (4) **THE BANK OF NEW YORK MELLON AND THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A.** in their capacity as paying agents (the "**Paying Agents**"), and any substitute paying agents in relation to the Notes appointed in accordance herewith; and
- (5) **THE BANK OF NEW YORK MELLON AND THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A.** in their capacity as transfer agents (the "**Transfer Agents**") and any substitute or additional transfer agents in relation to the Notes appointed in accordance herewith.

WHEREAS

- (A) The Issuer has authorized the creation and issue of US\$200,000,000 in aggregate principal amount of 7.00% Notes due 2022 (the "**Notes**").
- (B) The Notes will have the benefit of a deed of covenant dated August 4, 2010 (as amended or supplemented from time to time, the "**Deed of Covenant**") entered into by the Issuer.
- (C) The Notes will be in fully registered form only, without interest coupons, in the minimum denomination of US\$100,000 and integral multiples of US\$1,000 thereafter. The Notes will be offered and sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**") and will also be offered and sold in the United States to qualified institutional buyers in reliance on Rule 144A ("**Rule 144A**") under the Securities Act. The Notes will be represented by separate global certificates (the "**Restricted Global Note Certificate**" and the "**Unrestricted Global Note Certificate**" and, together, the "**Global Note Certificates**"). The Restricted Global Note Certificate will represent Notes which are offered and sold in the United States in reliance on Rule 144A and are restricted securities within the meaning of United States securities laws. Other Notes sold in reliance on Regulation S will be represented by the Unrestricted Global Note Certificate. Interests in the Restricted Global Note Certificate will be exchangeable for interests in the Unrestricted Global Note Certificate and *vice versa* in the circumstances specified therein. In addition, the Restricted Global Note Certificate and the Unrestricted Global Note Certificate will be exchangeable for individual note certificates (the "**Individual Note Certificates**" and, together with the Global Note Certificates, the "**Note Certificates**") in the circumstances specified therein.
- (D) The Minister of Finance of Barbados has by a letter dated August 4, 2010 appointed the Fiscal Agent as the agent of the Government of Barbados for the issue of the Notes under the External Loan Act Chapter 94D of Barbados.
- (E) The Issuer, the Fiscal Agent, the Registrar, the Paying Agents and the Transfer Agents wish to record certain arrangements which they have made in relation to the Notes.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, the following expressions have the following meanings:

"**Agents**" means the Fiscal Agent, the Registrar, the Transfer Agents and the Paying Agents and "**Agent**" means any one of the Agents;

"**Clearstream, Luxembourg**" means Clearstream Banking, société anonyme;

"**Central Bank**" means the Central Bank of Barbados established under Chapter 323C of the laws of Barbados and any other agency which performs Central and/or reserve bank functions for the Issuer for the time being;

"**Clearing Systems**" means each of Euroclear, Clearstream, Luxembourg and DTC;

"**Conditions**" means the Terms and Conditions of the Notes (as scheduled to this Agreement and as modified from time to time in accordance with their terms), and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

"**DTC**" means The Depository Trust Company;

"**DTC Custodian**" means The Bank of New York Mellon, acting through its New York office, in its capacity as Registrar;

"**Euroclear**" means Euroclear Bank S.A./N.V.;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**Local Banking Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the city in which the Fiscal Agent has its Specified Office and in New York City;

"**Manager**" means Deutsche Bank Securities Inc.;

"**Paying Agents**", "**Fiscal Agent**", "**Registrar**" and "**Transfer Agents**" include any Successors thereto appointed from time to time in accordance with Clause 12 (*Changes in Agents*) and any of their respective Successors and "**Paying Agents**" and "**Transfer Agents**" means any one of the Paying Agents and the Transfer Agents, respectively;

"**Regulations**" means the regulations concerning the transfer of Notes as the same may from time to time be promulgated by the Issuer and approved by the Registrar (the initial such regulations being set out in the Seventh Schedule (*Regulations concerning transfers and registration of Notes*));

"**Replacement Agent**" means each of the Registrar and the Transfer Agents having its Specified Office in Luxembourg;

"**Required Agent**" means any Paying Agent or Transfer Agent (which expression shall include, for the purposes of this definition only, the Registrar) which is the sole remaining Paying Agent or (as the case

may be) Transfer Agent with its Specified Office in any city where a stock exchange on which the Notes are listed requires there to be a Paying Agent or (as the case may be) a Transfer Agent;

"Rule 144A Legend" means the transfer restriction legend relating to the Securities Act set out in the forms of Restricted Global Note Certificate and restricted individual note certificate (the **"Restricted Individual Note Certificate"**) scheduled to this Agreement;

"Securities Act" means the United States Securities Act of 1933, as amended;

"Specified Office" means, in relation to any Agent:

- (a) the office specified against its name in the Ninth Schedule (*Specified Offices of the Agents*); or
- (b) such other office as such Agent may specify in accordance with Clause 12.8 (*Changes in Specified Offices*);

"Successor" means, in relation to any person, an assignee or successor in title of such person who, under the law of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such person under this Agreement or to which under such laws the same have been transferred;

"Subscription Agreement" means the subscription agreement dated July 27, 2010 between the Issuer and the Manager; and

"U.S. dollar" or **"US\$"** denotes the lawful currency of the United States of America.

1.2 Meaning of outstanding

For the purposes of this Agreement and the Conditions (but without prejudice to its status for any other purpose), a Note shall be considered to be "outstanding" unless one or more of the following events has occurred:

- (a) it has been redeemed in full under Condition 5.1, or purchased under Condition 5.2, and in either case has been cancelled in accordance with Condition 5.3;
- (b) the due date for its redemption in full has occurred and all sums due in respect of such Note (including all accrued interest) have been received by the Fiscal Agent and remain available for payment against presentation and surrender of the relevant Note Certificate;
- (c) all claims for principal and interest in respect of such Note have become void under Condition 9 (*Prescription*);
- (d) (for the purpose only of ascertaining the amount outstanding and without prejudice to its status for any other purpose) it has allegedly been lost, stolen or destroyed and in respect of which a replacement Note has been issued pursuant to the Conditions;
- (e) it has been mutilated or defaced and has been surrendered or cancelled and in respect of which a replacement Note has been issued pursuant to the Conditions;
- (f) in respect of the Restricted Global Note Certificate, to the extent that it has been exchanged for an interest in the Unrestricted Global Note Certificate or for Restricted Individual Note Certificates;

- (g) in respect of the Unrestricted Global Note Certificate, to the extent it has been exchanged for an interest in the Restricted Global Note Certificate or Unrestricted Individual Note Certificates; or
- (h) for the purposes of the Sixth Schedule (*Provisions for Meetings of the Noteholders*) only, unless and until ceasing to be so held, it is held by, or by any person for the benefit of, the Issuer or the Central Bank and not cancelled.

1.3 Clauses and Schedules

Any reference in this Agreement to a Clause or a Schedule is, unless otherwise stated, to a clause hereof or a schedule hereto.

1.4 Principal and interest

In this Agreement, any reference to payments of principal or interest includes any additional amounts payable in relation thereto under the Conditions.

1.5 Terms defined in the Conditions

Terms and expressions used but not defined herein have the respective meanings given to them in the Conditions.

1.6 Statutes

Any reference in this Agreement to a statute, any provision thereof or to any statutory instrument, order or regulation made thereunder shall be construed as a reference to such statute, provision, statutory instrument, order or regulation as the same may have been, or may from time to time be, amended or re-enacted.

1.7 Headings

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Agreement.

2. APPOINTMENT OF THE AGENTS

2.1 Appointment

The Issuer appoints each Agent as its agent in relation to the Notes for the purposes specified in this Agreement and in the Conditions.

2.2 Acceptance of appointment

Each Agent accepts its appointment as agent of the Issuer in relation to the Notes and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

3. THE NOTES; AUTHENTICATION

3.1 Unrestricted Global Note Certificate

The Unrestricted Global Note Certificate shall:

- (a) be in substantially the form (duly completed) set out in the First Schedule (*Form of Unrestricted Global Note Certificate*); and
- (b) be executed manually or in facsimile by or on behalf of the Issuer and authenticated at the written direction of the Issuer manually by or on behalf of the Registrar.

3.2 Restricted Global Note Certificate

The Restricted Global Note Certificate shall:

- (a) be in substantially the form (duly completed) set out in the Second Schedule (*Form of Restricted Global Note Certificate*); and
- (b) be executed manually or in facsimile by or on behalf of the Issuer and authenticated at the written direction of the Issuer manually by or on behalf of the Registrar.

3.3 Unrestricted Individual Note Certificates

Each Unrestricted Individual Note Certificate shall:

- (a) be in substantially the form (duly completed) set out in the Third Schedule (*Form of Unrestricted Individual Note Certificate*);
- (b) be executed manually or in facsimile by or on behalf of the Issuer and authenticated manually by or on behalf of the Registrar; and
- (c) have a unique serial number enfacéd thereon.

3.4 Restricted Individual Note Certificates

Each Restricted Individual Note Certificate shall:

- (a) be in substantially the form (duly completed) set out in the Fourth Schedule (*Form of Restricted Individual Note Certificate*);
- (b) be executed manually or in facsimile by or on behalf of the Issuer and authenticated manually by or on behalf of the Registrar; and
- (c) have a unique serial number enfacéd thereon.

3.5 Signatures

Any signature by or on behalf of the Issuer, either manually or in facsimile, on a Note Certificate shall be that of a person who is at the time of the creation and issue of the Notes an authorized signatory of the Issuer for such purpose notwithstanding that such person has for any reason (including death) ceased to be such an authorized signatory at the time at which such Note Certificate is delivered.

3.6 Deposit of Global Note Certificates with DTC Custodian

Each of the Global Note Certificates shall be deposited with the DTC Custodian and shall be registered in the name of Cede & Co. as nominee of DTC, duly executed by the Issuer and authenticated by the Registrar as set out in Clause 3.1 (*Unrestricted Global Note Certificate*) and Clause 3.2 (*Restricted Global Note Certificate*). The Unrestricted Global Note Certificate shall be credited on the issue date (the "**Closing Date**") to the account of the DTC participants acting as depositaries for Euroclear and/or Clearstream, Luxembourg for credit on the Closing Date to the account of the Manager at Euroclear or Clearstream, Luxembourg or such other account as the Manager may direct. The Restricted Global Note Certificate shall be credited on the Closing Date to the account of the Manager at DTC or such other account as the Manager may direct. The aggregate principal amount of each Global Note Certificate may from time to time be increased or decreased by adjustments made to the records of the Registrar as custodian for DTC, or its nominee, as the case may be, as provided below. Members of or participants in DTC shall have no rights under this Agreement with respect to the Global Note Certificates and DTC, or its nominee, may be treated by the Issuer or any Agent as the absolute owner of the Global Note Certificates for all purposes. Notwithstanding the foregoing, nothing in this Agreement shall prevent the Issuer or any Agent from giving effect to any written certification, proxy or prior authorization furnished by DTC or impair, as between DTC and its agent members, the operation of customary practices governing the exercise of the rights of any Noteholder. The provisions of the "Operating Procedures of the Euroclear System" of Euroclear and the "Terms and Conditions Governing Use of Participants" by Clearstream, Luxembourg, respectively, shall be applicable to the Unrestricted Global Note Certificate insofar as interests in the Unrestricted Global Note Certificate are held by agent members of Euroclear or Clearstream, Luxembourg.

3.7 Availability of Individual Note Certificates

If the Issuer is required to deliver Individual Note Certificates pursuant to the terms of the Global Note Certificates (or either of them), the Issuer shall promptly arrange for a stock of Individual Note Certificates (both bearing and not bearing the Rule 144A Legend and, in either case, unauthenticated and with the names of the registered holders left blank but executed on behalf of the Issuer and otherwise complete) to be made available to the Registrar. The Issuer shall also arrange for such Global Note Certificates and Individual Note Certificates as are required to enable the Registrar and the Replacement Agents to perform their respective obligations under Clause 4 (*Exchanges of Global Note Certificates for Individual Note Certificates*), Clause 5 (*Transfers of Notes and Exchanges of Interests in Global Note Certificates*) and Clause 6 (*Replacement Note Certificates*) to be made available to or to the order of the Registrar and the Replacement Agents from time to time.

3.8 Authority to authenticate

Each of the Registrar and the Replacement Agents is authorized by the Issuer to authenticate the Global Note Certificates and the Individual Note Certificates by the signature of any of its officers or any other person duly authorized for the purpose by the Registrar or (as the case may be) such Replacement Agent.

3.9 Duties of the Registrar and the Replacement Agent

The Registrar and each Replacement Agent shall hold in safe custody all unauthenticated Global Note Certificates and Individual Note Certificates delivered to it in accordance with Clause 3.7 (*Availability of Individual Note Certificates*) and shall ensure that they are authenticated and delivered only in accordance with the terms hereof, of the Global Note Certificates (if applicable) and of the Conditions. Each such Agent undertakes to promptly notify the Issuer if it holds insufficient Note Certificates to fulfil its respective obligations under Clause 4 (*Exchanges of Global Note Certificates for Individual Note Certificates*) and Clause 6 (*Replacement Note Certificates*) of this Agreement.

4. **EXCHANGES OF GLOBAL NOTE CERTIFICATES FOR INDIVIDUAL NOTE CERTIFICATES**

4.1 Exchange of Global Note Certificates for Individual Note Certificates

If any Global Note Certificate becomes exchangeable for Individual Note Certificates in accordance with its terms, the Registrar shall, subject to its having received any certificates required by the terms of the relevant Global Note Certificate, authenticate and deliver to each person designated by a Clearing System an Individual Note Certificate in accordance with the terms of this Agreement and the relevant Global Note Certificate.

4.2 Rule 144A Legend

Subject to the Regulations, any Individual Note Certificates issued in exchange for interests in the Restricted Global Note Certificate shall bear the Rule 144A Legend.

5. **TRANSFERS OF NOTES AND EXCHANGES OF INTERESTS IN GLOBAL NOTE CERTIFICATES**

5.1 Maintenance of the Register

The Registrar shall maintain in relation to the Notes a register (the "**Register**"), which shall be kept at its Specified Office in accordance with the Conditions. The Register shall be made available by the Registrar to the Issuer and the other Agents for inspection and for the taking of copies or extracts therefrom at all reasonable times provided the Registrar shall have received reasonable and advance notice. The Register shall show the aggregate principal amount, serial numbers and dates of issue of Note Certificates, the names and addresses of the initial holders thereof and the dates of all transfers to, and the names and addresses of, all subsequent holders thereof, all cancellations of Note Certificates and all replacements of Note Certificates.

5.2 Registration of transfers in the Register

The Registrar shall receive requests for the transfer of Notes in accordance with the Conditions and the Regulations and shall make the necessary entries in the Register.

5.3 Transfer Agents to receive requests for transfers of Notes

Each of the Transfer Agents shall receive requests for the transfer of Notes in accordance with the Conditions and the Regulations and assist, if required, in the issue of new Note Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the Registrar of:

- (a) the aggregate principal amount of the Notes to be transferred;
- (b) the name(s) and addresses to be entered on the Register of the holder(s) of the new Note Certificate(s) to be issued in order to give effect to such transfer; and
- (c) the place and manner of delivery of the new Note Certificate(s) to be delivered in respect of such transfer,

and shall forward the Note Certificate(s) relating to the Notes to be transferred (with the relevant form(s) of transfer duly completed) to the Registrar with such notification.

5.4 Transfer Agents to receive requests for exchanges between Global Note Certificates

Each of the Transfer Agents shall receive requests for the exchange of interests in the Unrestricted Global Note Certificate for interests in the Restricted Global Note Certificate and for the exchange of interests in the Restricted Global Note Certificate for interests in the Unrestricted Global Note Certificate and, upon any such request being duly made in accordance with the terms of this Agreement and the relevant Global Note Certificate, shall promptly notify the Registrar of the principal amount of Notes to be so exchanged and send to the Registrar a copy of any certificate received by it in connection with such request for exchange.

5.5 Registrar to effect exchanges of interests between Global Note Certificates

The Registrar shall receive requests for the exchange of interests in the Unrestricted Global Note Certificate for interests in the Restricted Global Note Certificate and for the exchange of interests in the Restricted Global Note Certificate for interests in the Unrestricted Global Note Certificate and, subject to the Registrar having received all information and certificates required by this Agreement and the relevant Global Note Certificate, the Registrar shall give effect to such requests in accordance with the terms of the relevant Global Note Certificate by making appropriate adjustments to the records maintained by it as the DTC Custodian.

6. REPLACEMENT NOTE CERTIFICATES

6.1 Delivery of Replacements

Subject to receipt of replacement Global Note Certificates and/or Individual Note Certificates (as the case may be), each Replacement Agent shall, upon and in accordance with the instructions of the Issuer (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity but which shall not require such Replacement Agent to take any action or do any thing in relation to, or in connection with, such security unless such Replacement Agent expressly agrees otherwise) but not otherwise complete, authenticate and deliver a Global Note Certificate or Individual Note Certificate which the Issuer has determined to issue as a replacement for any Global Note Certificate or Individual Note Certificate which has been mutilated or defaced or which has been or is alleged to have been destroyed, stolen or lost; *provided, however, that* a Replacement Agent shall not deliver any Global Note Certificate or Individual Note Certificate as a replacement for any Global Note Certificate or Individual Note Certificate which has been mutilated or defaced otherwise than against surrender of the same and shall not issue any replacement Global Note Certificate or Individual Note Certificate until the applicant has furnished the Replacement Agent with such evidence and indemnity as the Issuer and/or the Replacement Agent may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement. In the case of an allegedly destroyed, stolen or lost Global Note Certificate or Individual Note Certificate, a Replacement Agent shall, before delivering the relevant replacement Global Note Certificate or Individual Note Certificate pursuant to this Clause 6.1, if such Replacement Agent is the Registrar, examine the Register or if such Replacement Agent is not the Registrar, request the Registrar to examine the Register, in each case, to confirm that there is no record of such allegedly destroyed, stolen or lost Note Certificate having been previously paid, redeemed, exchanged, cancelled or replaced.

6.2 Replacements to be numbered

Each replacement Global Note Certificate or Individual Note Certificate delivered hereunder shall bear a unique serial number.

6.3 Cancellation and destruction

Each Replacement Agent shall cancel and destroy each mutilated or defaced Global Note Certificate or Individual Note Certificate surrendered to it in respect of which a replacement has been delivered.

6.4 Notification

Each Replacement Agent shall notify the Issuer and the other Agents of the delivery by it of any replacement Global Note Certificate or Individual Note Certificate, specifying the serial number thereof and the serial number (if any and if known) of the Global Note Certificate or Individual Note Certificate which it replaces and confirming (if such is the case) that the Global Note Certificate or Individual Note Certificate which it replaces has been cancelled and destroyed.

7. PAYMENTS TO THE FISCAL AGENT

7.1 Issuer to pay Fiscal Agent

In order to provide for the payment of principal and interest (if any) in respect of the Notes as the same becomes due and payable, the Issuer shall pay to the Fiscal Agent by 10:00 a.m. (New York time), on or before the date which is one Local Banking Day before the day on which such payment becomes due, an amount equal to the amount of principal and/or (as the case may be) interest falling due in respect of the Notes on such date. The Issuer will not be concerned with any payments to be made by the Fiscal Agent to the other Paying Agents and payment to the Fiscal Agent will discharge the Issuer's liability to the Paying Agents in respect of such payments.

7.2 Manner and time of payment

Each amount payable under Clause 7.1 (*Issuer to pay Fiscal Agent*) shall be paid unconditionally by credit transfer in U.S. dollars and in immediately available, freely transferable funds not later than 10:00 a.m. (New York time) on the relevant day to such account with such bank in New York City as the Fiscal Agent may from time to time by notice to the Issuer specify for such purpose. The Issuer shall, before 10:00 a.m. (New York time) on the second Local Banking Day before the due date of each payment by it under Clause 7.1 (*Issuer to pay the Fiscal Agent*), confirm to the Fiscal Agent by facsimile, tested telex or SWIFT message that it has given irrevocable instructions for the transfer of the relevant funds to the Fiscal Agent and confirm the name and the account of the bank through which such payment is being made.

7.3 Exclusion of liens and interest

The Fiscal Agent shall be entitled to deal with each amount paid to it under this Clause 7 (*Payments to the Fiscal Agent*) in the same manner as other amounts paid to it as a banker by its customers *provided, however*, that:

- (a) it shall not exercise against the Issuer any lien, right of set-off or similar claim in respect thereof; and
- (b) it shall not be liable to any person for interest thereon.

7.4 Application by Fiscal Agent

The Fiscal Agent shall apply each amount paid to it under this Clause 7 (*Payments to the Fiscal Agent*) in accordance with Clause 8 (*Payments to Noteholders*) and shall not be obliged to repay any such amount unless the claim for the relevant payment becomes void under Condition 9 (*Prescription*), in which event it shall refund to the Issuer such portion of such amount as relates to such payment (subject to the Fiscal Agent receiving such payment from the Noteholders) by paying the same by credit transfer in U.S. dollars to such account with such bank as the Issuer has by notice to the Fiscal Agent specified for the purpose.

7.5 Failure to confirm payment instructions

If the Fiscal Agent has not, (a) by 12 noon (New York time) on the second Local Banking Day before the due date of any payment to it under Clause 7.1 (*Issuer to pay Fiscal Agent*), received notification of the relevant payment confirmation referred to in Clause 7.2 (*Manner and time of payment*) or (b) by 10:00 am (New York time) on the due date of any payment received the full amount payable under Clause 7.1 (*Issuer to pay Fiscal Agent*), it shall forthwith notify the Issuer and the other Paying Agents thereof. If the Fiscal Agent subsequently receives notification of such payment confirmation or payment of the amount due, it shall forthwith notify the Issuer and the Paying Agents thereof.

8. PAYMENTS TO NOTEHOLDERS

8.1 Payments by the Paying Agents

Each Paying Agent acting through its Specified Office shall make payments of principal and interest in respect of Notes in accordance with the Conditions and, so long as the Notes are evidenced by the Global Note Certificates, the terms thereof *provided, however*, that:

- (a) if any Global Note Certificate or Individual Note Certificate is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify the Issuer and (if such Paying Agent is not the Fiscal Agent) the Fiscal Agent of such presentation or surrender and shall not make payment against the same until it is so instructed by the Issuer and the Fiscal Agent has received the amount to be so paid; and
- (b) a Paying Agent shall not be obliged (but shall be entitled) to make such payments if:
 - (i) in the case of the Fiscal Agent, it has not received the full amount of any payment due to it under Clause 7.1 (*Issuer to pay Fiscal Agent*); or
 - (ii) in the case of any other Paying Agent:
 - (A) it has been notified in accordance with Clause 7.5 (*Failure to confirm payment instructions*) that notification of the relevant payment confirmation has not been received, unless it is subsequently notified that such payment confirmation has been received; or
 - (B) it is not able to establish that the Fiscal Agent has received (whether or not at the due time) the full amount of any payment due to it under Clause 7.1 (*Issuer to pay Fiscal Agent*); and

- (c) each Paying Agent shall cancel each Note Certificate against presentation and surrender of which it has made full payment and shall deliver each Note Certificate so cancelled by it to, or to the order of, the Registrar; and
- (d) notwithstanding any other provision of this Agreement, each Paying Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future taxes, duties or charges if and to the extent so required by applicable law, in which event such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.

8.2 Exclusion of liens and commissions

No Paying Agents shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 8.1 (*Payments by the Paying Agents*) in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

8.3 Reimbursement by the Fiscal Agent

If a Paying Agent other than the Fiscal Agent makes any payment in accordance with Clause 8.1 (*Payments by the Paying Agents*):

- (a) it shall notify the Fiscal Agent of the amount so paid by it and the serial number and principal amount of each Note Certificate in relation to which payment of principal or interest was made; and
- (b) subject to and to the extent of compliance by the Issuer with Clause 7.1 (*Issuer to pay Fiscal Agent*) (whether or not at the due time), the Fiscal Agent shall pay to such Paying Agent out of the funds received by it under Clause 7.1 (*Issuer to pay Fiscal Agent*), by credit transfer in U.S. dollars and in immediately available, freely transferable, cleared funds to such account with such bank in New York as such Paying Agent has by notice to the Fiscal Agent specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

8.4 Appropriation by Fiscal Agent

If the Fiscal Agent makes any payment in accordance with Clause 8.1 (*Payments by the Paying Agents*), it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 (*Issuer to pay Fiscal Agent*) an amount equal to the amount so paid by it.

8.5 Reimbursement by Issuer

Subject to Clauses 8.1(a) and (b) (*Payments by the Paying Agents*), if a Paying Agent makes a payment in respect of Notes on or after the due date for such payment under the Conditions at a time at which the Fiscal Agent has not received the full amount of the relevant payment due to it under Clause 7.1 (*Issuer to pay Fiscal Agent*) and the Fiscal Agent is not able out of funds received by it under Clause 7.1 (*Issuer to pay Fiscal Agent*) to reimburse such Paying Agent therefor (whether by payment under Clause 8.3 (*Reimbursement by the Fiscal Agent*) or appropriation under Clause 8.4 (*Appropriation by Fiscal Agent*)), the Issuer shall from time to time on demand pay to the Fiscal Agent for account of such Paying Agent:

- (a) the amount so paid out by such Paying Agent and not so reimbursed to it; and

- (b) interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount;

provided, however, that any payment made under paragraph (a) above shall satisfy pro tanto the obligations of the Issuer under Clause 7.1 (Issuer to pay Fiscal Agent).

8.6 Interest

Interest shall accrue for the purpose of paragraph (b) of Clause 8.5 (*Reimbursement by Issuer*) (as well after as before judgment) on the basis of a year of 360 days and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by Fiscal Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

8.7 Partial payments

If at any time and for any reason a Paying Agent makes a partial payment in respect of any Global Note Certificate or any Individual Note Certificate presented for payment to it, such Paying Agent shall endorse thereon a statement indicating the amount and the date of such payment. In addition, if, on any due date for payment, less than the full amount of any principal or interest is paid in respect of the Notes, the Registrar will note on the Register a memorandum of the amount and date of any payment then made and, if a Global Note Certificate or Individual Note Certificate is presented for payment in accordance with the Conditions and no payment is then made, the date of presentation of such Global Note Certificate or Individual Note Certificate.

9. MISCELLANEOUS DUTIES OF THE AGENTS

9.1 Cancellation and Destruction

The Issuer may from time to time deliver to, or to the order of, the Registrar Note Certificates of which it or the Central Bank is the holder for cancellation, whereupon the Registrar shall cancel and destroy the same and shall make the corresponding entries in the Register. The Registrar may cause the Global Note Certificates and the Individual Note Certificates to be cancelled and destroyed upon maturity or redemption.

9.2 Notes in issue

As soon as practicable (and in any event within three months) after each date on which Notes fall due for redemption, the Registrar shall notify the Issuer of the serial numbers and principal amount of any Note Certificates against surrender of which payment has been made and of the serial numbers and principal amount of any Note Certificates (and the names and addresses of the holders thereof) which have not yet been surrendered for payment.

9.3 Forwarding of communications

Each Agent shall promptly forward to the Issuer a copy of any notice or communication addressed to the Issuer which is received by such Agent. In particular, each Agent shall immediately notify the Issuer of any notice delivered to it declaring a Note due and payable by reason of an Event of Default or requiring any breach of any provision of this Agreement or the Conditions to be remedied.

9.4 Maintenance of records

Each of the Agents shall maintain records of all documents received by it in connection with its duties hereunder and shall make such records available for inspection at all reasonable times by the Issuer and the other Agents and, in particular the Registrar shall (a) maintain a record of all Note Certificates delivered hereunder and of their redemption, payment, cancellation, mutilation, defacement, alleged destruction, theft, loss and replacement and (b) make such records available for inspection at all reasonable times by the Issuer and the other Agents.

9.5 Publication and delivery of notices

The Registrar shall, upon and in accordance with the instructions of the Issuer received at least 10 days before the proposed publication date, arrange for the publication and delivery of any notice which is to be given to the Noteholders and shall supply a copy thereof to the other Agents, each stock exchange (if any) on which the Notes are then listed and each Clearing System.

9.6 Documents available for inspection

The Issuer shall provide to each Agent:

- (a) conformed copies of this Agreement and the Deed of Covenant;
- (b) sufficient copies of all documents required to be available for inspection as provided in the Offering Circular; and
- (c) such other documents as may from time to time be required by the Luxembourg Stock Exchange to be made available at the Specified Office of the Agent having its Specified Office in Luxembourg.

Each of the Agents shall make available for inspection during normal business hours at its Specified Office the documents referred to above and upon reasonable request and payment of its expenses by the applicant, will allow copies of such documents to be taken. Each Paying Agent agrees, upon the request and at the expense of any person, to provide to such person a copy of the Deed of Covenant certified as being a true copy by a duly authorized officer of such Paying Agent.

9.7 Forms of Proxy and Block Voting Instructions

The Registrar shall, at the request of any Noteholder, make available uncompleted and unexecuted forms of proxy and issue block voting instructions and voting certificates (provided the Issuer has provided them to the Registrar) in a form and manner which comply with the provisions of the Sixth Schedule (*Provisions for Meetings of the Noteholders*) to this Agreement. The Registrar shall keep a full record of completed and executed forms of proxy received by it and will give to the Issuer, not less than 24 hours before the time appointed for any meeting or adjourned meeting, full particulars of duly completed forms of proxy received by it and of block voting instructions and voting certificates issued by it in respect of such meeting or adjourned meeting.

10. FEES AND EXPENSES

10.1 Fees

The Issuer shall pay to the Fiscal Agent for the account of the Agents such fees as have been agreed between the Issuer and the Fiscal Agent and recorded in a letter dated May 17, 2010 from the Fiscal

Agent to the Issuer in respect of the services of the Agents hereunder (plus any applicable value added tax).

10.2 Front-end expenses

On and after the Closing Date, the Issuer shall on demand reimburse each Agent for all reasonable expenses incurred by it in the negotiation, preparation and execution of this Agreement, and shall on demand reimburse each Agent for all expenses (including, without limitation, legal fees and disbursements and any publication, advertising, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder (plus any applicable value added tax) promptly upon receipt by the Issuer of a written demand therefor together, in the case of items of expenditure greater than US\$1,000, copies of invoices or other evidence of such items of expenditure.

10.3 Taxes

The Issuer shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable in Barbados, the United Kingdom, the United States of America, the Grand Duchy of Luxembourg and the Kingdom of Belgium upon or in connection with the execution and delivery of this Agreement, and shall indemnify each Agent (each, an "**indemnified party**") against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result or arising out of or in relation to any failure to pay or delay in paying any of the same. The foregoing indemnity shall extend also to the employees, officers, directors and agents of such indemnified party and to any person controlling any indemnified party (within the meaning of the Securities Act). Such indemnity shall survive termination or expiry of this Agreement.

10.4 Reimbursement of expenses

The Fiscal Agent will be responsible for the remuneration and reimbursement of expenses of the other Agents promptly after receipt thereof from the Issuer. The Issuer will have no further responsibility to such other Agents in respect of such remuneration and expenses after payment and reimbursement in full thereof to the Fiscal Agent for the account of such Agents.

11. TERMS OF APPOINTMENT

11.1 Rights and powers

Each Agent may, in connection with its services hereunder:

- (a) except as ordered by a court of competent jurisdiction or otherwise required by law and regardless of any notice of ownership, trust or any other interest therein, any writing on the Note Certificate relating to any Note by any person (other than a duly executed form of transfer) or any notice of any previous loss or theft thereof, but subject to Clause 8.1(a) (*Payments by the Paying Agents*), treat the registered holder of any Note as its absolute owner for all purposes and make payments thereon accordingly;
- (b) assume that the terms of each Global Note Certificate and Individual Note Certificate as issued are correct;

- (c) rely upon the terms of any notice, communication or other document believed by it to be genuine; and
- (d) engage at the expense of and after consultation (where practicable) with the Issuer for the advice or services of any lawyers or other experts whose advice or services it considers in its reasonable opinion to be necessary for the proper performance of its duties under this Agreement and rely upon any advice so obtained (and such Agent shall be protected and shall incur no liability as against the Issuer in respect of any action taken, or permitted to be taken, in accordance with such advice and in good faith).

11.2 Extent of duties

Each Agent shall only be obliged to perform the duties set out herein and such other duties as are necessarily incidental thereto.

- (a) No Agent shall be under any fiduciary duty or other obligation towards or have any relationship of agency or trust for or with any person other than the Issuer; or
- (b) No Agent shall be responsible for or liable in respect of the authorization, legality, validity or enforceability of the Notes or any Note Certificate issued or paid by it hereunder (other than in respect of authentication of Note Certificates by it in accordance with this Agreement) or any act or omission of any other person (including, without limitation, any other Agent).
- (c) No Agent shall be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which they may do or refrain from doing in connection herewith, except their own gross negligence or wilful misconduct.
- (d) The Agents may seek the advice, at the expense of the Issuer, of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or written opinion of such counsel.
- (e) In no event shall any of the Agents be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or they have been advised of the likelihood of such loss or damage and regardless of the form of action.
- (f) In no event shall the Agents be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond its control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, strikes, work stoppages, civil or military disturbances, nuclear or natural catastrophes, fire, riot, embargo, loss or malfunctions of utilities, communications or computer (software and hardware) services, government action, including any laws, ordinances, regulations, governmental action or the like which delay, restrict or prohibit the providing of the services contemplated by this Agreement.

The obligations of the Agents under this Agreement shall be several and not joint.

11.3 Freedom to transact

Each Agent may purchase, hold and dispose of Notes and may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with any Noteholders or with any other party hereto in the same manner as if it had not been appointed as the agent of the Issuer in relation to the Notes.

11.4 Indemnity in favour of the Agents

The Issuer shall indemnify each Agent (and each of its respective employees, officers, directors, agents and affiliates and controlling person within the meaning of the Securities Act or the Exchange Act) (each an "**Indemnified Person**") from and against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and disbursements and any applicable value added tax) which it may incur or which may be made against it, other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 10.1 (*Fees*) and otherwise than by reason of its own gross negligence, bad faith or wilful misconduct or that of its employees, officers, directors, affiliates or agents or any breach by it of the terms of this Agreement as a result or arising out of or in relation to its acting as the agent of the Issuer in relation to the Notes. This indemnity shall survive the termination of this Agreement, final payment in full of the Notes and the resignation or removal of any Agent.

12. CHANGES IN AGENTS

12.1 Resignation

Any Agent may resign its appointment upon not less than 30 days' notice to the Issuer (with a copy, in the case of an Agent other than the Fiscal Agent, to the Fiscal Agent); *provided, however*, that:

- (a) if such resignation would otherwise take effect less than 30 days before or after the maturity date or other date for redemption of the Notes or any interest payment date in relation to the Notes, it shall not take effect until the thirtieth day following such date; and
- (b) in the case of the Registrar, the Fiscal Agent or a Required Agent, such resignation shall not take effect until a successor has been duly appointed consistently with Clause 12.4 (*Additional and successor agents*) or Clause 12.5 (*Agents may appoint successors*) and notice of such appointment has been given to the Noteholders.

12.2 Revocation

The Issuer may revoke its appointment of any Agent by not less than 30 days' notice to such Agent (with a copy, in the case of an Agent other than the Fiscal Agent, to the Fiscal Agent); *provided, however, that*, in the case of the Registrar, the Fiscal Agent or a Required Agent, such revocation shall not take effect until a successor has been duly appointed consistently with Clause 12.4 (*Additional and successor agents*) or Clause 12.5 (*Agents may appoint successors*) and notice of such appointment has been given to the Noteholders.

12.3 Automatic termination

The appointment of any Agent shall terminate forthwith if (a) such Agent becomes incapable of acting, (b) a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any part of the undertaking, assets and revenues of such Agent, (c) such Agent admits in writing its insolvency or inability to pay its debts as they fall due, (d) an administrator or liquidator of such Agent or the whole or any part of the undertaking, assets and revenues of such Agent is appointed

(or application for any such appointment is made), (e) such Agent takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness, (f) an order is made or an effective resolution is passed for the winding-up of such Agent or (g) any event occurs which has an analogous effect to any of the foregoing. If the appointment of the Registrar, Fiscal Agent or any Required Agent is terminated in accordance with the preceding sentence, the Issuer shall forthwith appoint a successor in accordance with Clause 12.4 (*Additional and successor agents*).

12.4 Additional and successor agents

The Issuer may appoint a successor registrar or fiscal agent and additional or successor transfer agents or paying agents and shall forthwith give notice of any such appointment to the continuing Agents and the Noteholders, whereupon the Issuer, the continuing Agents, and the additional or successor registrar, fiscal agent, transfer agent or paying agent shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

12.5 Agents may appoint successors

If the Registrar, Fiscal Agent or any Required Agent gives notice of its resignation in accordance with Clause 12.1 (*Resignation*) and by the tenth day before the expiry of such notice a successor has not been duly appointed in accordance with Clause 12.4 (*Additional and successor agents*), the Registrar or (as the case may be) Fiscal Agent or Required Agent may itself petition a court of competent jurisdiction for the appointment of a successor or, following such consultation with the Issuer as is practicable in the circumstances, appoint as its successor any reputable and experienced financial institution and give notice of such appointment to the Issuer, the remaining Agents and the Noteholders, whereupon the Issuer, the remaining Agents and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

12.6 Release

Upon any resignation or revocation taking effect under Clause 12.1 (*Resignation*) or 12.2 (*Revocation*) or any termination taking effect under Clause 12.3 (*Automatic termination*), the relevant Agent shall:

- (a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to Clause 10.3 (*Taxes*), Clause 11 (*Terms of Appointment*) and Clause 12 (*Changes in Agents*));
- (b) upon written demand, repay to the Issuer such part of any fee paid in accordance with Clause 10.1 (*Fees*) as shall relate to the period thereafter or as otherwise agreed between the Issuer and the relevant Agent;
- (c) in the case of the Registrar, deliver to the Issuer and to its successor a copy, certified as true and up-to-date by an officer or authorized signatory of the Registrar, of the records maintained by it in accordance with Clause 5.1 (*Maintenance of the Register*); and
- (d) forthwith (upon payment to it of any amount due to it in accordance with Clause 10 (*Fees and Expenses*) or Clause 11.4 (*Indemnity in favour of the Agents*)) transfer all moneys and papers (including any unissued Note Certificates held by it hereunder and any documents held by it pursuant to Clause 9.6 (*Documents available for inspection*)) to its successor and, upon

appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.

12.7 Merger

Any legal entity into which any Agent is merged or converted or any legal entity resulting from any merger or conversion to which such Agent is a party shall, to the extent permitted by applicable law, be the successor to such Agent without any further formality, whereupon the Issuer, the other Agents and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement. Notice of any such merger or conversion shall forthwith be given by such successor to the Issuer, the other Agents and the Noteholders.

12.8 Changes in Specified Offices

If any Agent decides to change its Specified Office (which may only be effected within the same city unless the prior written approval of the Issuer has been obtained), it shall give notice to the Issuer (with a copy to the other Agents) of the address of the new Specified Office stating the date on which such change is to take effect, which date shall be not less than 30 days after the date of such notice. The Issuer shall at its own expense not less than 14 days prior to the date on which such change is to take effect (unless the appointment of the relevant Agent is to terminate pursuant to any of the foregoing provisions of this Clause 12 (*Changes in Agents*) on or prior to the date of such change) give notice thereof to the Noteholders.

13. NOTICES

13.1 Addresses for notices

All notices and communications hereunder shall be made in writing (by letter or fax) and shall be sent as follows:

- (a) if to the Issuer, to it at:

The Government of Barbados
The Ministry of Finance, Investment, Telecommunications and Energy
Government Headquarters
Bay Street
St. Michael
Barbados

Fax: (+1) (246) 429-4032
Attention: Permanent Secretary (Finance); and

- (b) if to an Agent, to it at the address or fax number specified against its name in the Ninth Schedule (*Specified Offices of the Agents*) (or, in the case of an Agent not originally a party hereto, specified by notice to the parties hereto at the time of its appointment) for the attention of the person or department therein specified;

or, in any case, to such other address or fax number or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

13.2 Effectiveness

Every notice or communication sent in accordance with Clause 13.1 (*Addresses for notices*) shall be effective, if sent by letter or fax, upon receipt by the addressee; *provided, however, that* any such notice or communication which would otherwise take effect after 4:00 p.m. on any particular day shall not take effect until 10:00 a.m. on the immediately succeeding business day in the place of the addressee.

13.3 Notices to Noteholders

Any notice required to be given to Noteholders under this Agreement shall be given in accordance with the Conditions; *provided, however, that*, so long as any Notes are represented by a Global Note Certificate, notices to holders of such Notes shall be given in accordance with the terms of such Global Note Certificate.

14. RIGHTS OF THIRD PARTIES

14.1 An Indemnified Person or an Issuer Indemnified Person which is not a party to this Agreement (a "**Third Party**") may enforce the terms of Clauses 10.3 (*Taxes*) and 11.4 (*Indemnity in favour of the Agents*) subject to and in accordance with this Clause 14 and Clauses 10.3 (*Taxes*), 11.4 (*Indemnity in favour of the Agents*) and 15 (*Law and Jurisdiction*) and any other relevant term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") which shall apply to this Agreement.

14.2 As conditions precedent to bringing any proceedings to enforce the terms of Clauses 10.3 (*Taxes*) and 11.4 (*Indemnity in favour of the Agents*), a Third Party which is (or was at the relevant time) an affiliate of an Agent or an officer, director or controlling person (within the meaning of Section 15 of the Securities Act) of an Agent or any such affiliate, as the case may be, must:

- (a) obtain the written consent of such Agent; and
- (b) give written notice to the Issuer in accordance with Clause 13 (*Notices*) agreeing to be bound by Clause 15 (*Law and Jurisdiction*).

14.3 A Third Party which has given notice agreeing to be bound by Clause 15 (*Law and Jurisdiction*) shall be deemed to be included in the category of persons for whose benefit the parties hereto (the Agents in the case of Clause 14.2 and the Issuer in the case of Clause 14.3) have agreed to submit to the jurisdiction of the courts specified therein.

14.4 The parties to this Agreement do not require the consent of any person not a party to this Agreement to rescind or vary this Agreement at any time. Except as set out in this Clause 14, a person who is not a party to this Agreement has no right under the Third Parties Act to enforce any term of this Agreement.

15. LAW AND JURISDICTION

15.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law.

15.2 Jurisdiction of English courts

The Issuer agrees for the benefit of the Manager that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (including disputes or proceedings relating to any non-contractual obligations arising out of or in connection with this Agreement) (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

15.3 Jurisdiction of New York courts

The Issuer irrevocably agrees that the courts of the State of New York and the federal courts of the United States of America sitting in New York City and any appellate court from any of such courts shall have jurisdiction to hear and determine any Proceedings and to settle any Disputes and, for such purposes, irrevocably submits to the jurisdiction of such courts.

15.4 Appropriate forum

The Issuer irrevocably waives any objection which it might now or hereafter have to the courts referred to above being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 Service of process

The Issuer agrees that the process by which any Proceedings are begun may be served on it by being delivered (a) in connection with any Proceedings in England, by post or fax to the High Commissioner of Barbados in London (or, in his absence, the person for the time being in charge of the High Commission of Barbados in London) acting solely as the agent of the Issuer and (b) in connection with any Proceedings in New York, to the Consul General of Barbados in New York (or, in his absence, the person for the time being in charge of the Consulate of Barbados in New York) acting solely as agent of the Issuer (each a "**Process Agent**"). If the appointment of either person mentioned in this Clause ceases to be effective, the Issuer shall, without unreasonable delay, appoint a further person in England or (as the case may be) New York to accept service of process on its behalf in England or (as the case may be) New York and notify the name and address of such person to the Manager. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. The Issuer further agrees that service of process upon a Process Agent and written notice of said service to such party shall be deemed in every respect effective service of process upon the Issuer in any such legal suit, action or proceeding.

15.6 Non-exclusivity

The submission to the jurisdiction of the courts referred to above shall not (and shall not be construed so as to) limit the right of the Paying Agents or the Registrar or any of them to take Proceedings (including any Proceedings relating to any non-contractual obligation arising out of or in connection with this Agreement) against the Issuer in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

15.7 Consent to enforcement etc.

The Issuer consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

15.8 Waiver of immunity

To the extent that the Issuer may in any jurisdiction claim for itself or its assets or revenues any sovereign or other immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal or judicial process and to the extent that in any such jurisdiction there may be attributed to itself or its assets or revenues such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction and, in particular, to the intent that in any Proceedings in New York the foregoing waiver of immunity shall have the fullest scope permitted under the United States Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for the purposes of such Act, and irrevocably consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings.

15.9 Partial Invalidity

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

15.10 THE ISSUER AND EACH OF THE AGENTS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. MODIFICATION

This Agreement may be amended by further agreement among the parties hereto and without the consent of the Noteholders.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

18. MAINTENANCE OF AGENTS

The Issuer agrees that, for so long as any Note is outstanding, or until moneys for the payment of all amounts in respect of all outstanding Notes have been made available to the Agents and have been returned to the Issuer, as provided in this Agreement:

- (a) so long as any Notes are listed on any Stock Exchange or are admitted for trading on the EuroMTF market, there will at all times be a Paying Agent with a specified office in the place required by the rules and regulations of the relevant Stock Exchange or any other relevant authority;
- (b) there will at all times be a Registrar, a Fiscal Agent, a Paying Agent and a Transfer Agent; and

- (c) it will use its reasonable endeavours to maintain a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

AS WITNESS the hands of the duly authorized representatives of the parties hereto the day and year first before written.

SCHEDULE 1
Form of Unrestricted Global Note Certificate

CUSIP:P48864AD7

ISIN: USP48864AD77

IF THIS NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY ("DTC") FOR SUCH PURPOSE) (COLLECTIVELY, "CEDE & CO.") AS NOMINEE FOR DTC, THEN, UNLESS THIS NOTE CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY IN ANY JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT REFERRED TO BELOW AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

GOVERNMENT OF BARBADOS

UNRESTRICTED GLOBAL NOTE CERTIFICATE

representing up to

US\$200,000,000

7.00% Notes due 2022

1. **Introduction:** This Unrestricted Global Note Certificate is issued in respect of the US\$200,000,000 7.00% Notes due 2022 (the "**Notes**") of the Government of Barbados (the "**Issuer**"). The Notes have the benefit of a deed of covenant dated August 4, 2010 (as amended or supplemented from time to time, the "**Deed of Covenant**") entered into by the Issuer and are the subject of an agency agreement dated August 4, 2010 (as amended or supplemented from time to time, the "**Agency Agreement**") and made between the Issuer, The Bank of New York Mellon, in its capacity as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and the other Paying Agents and the Transfer Agents named therein.

2. **References to Conditions:** Any reference herein to the "**Conditions**" is to the terms and conditions of the Notes attached hereto and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

3. **Registered holder:** This is to certify that:

CEDE & CO.

is the person registered in the register maintained by the Registrar in relation to the Notes (the "**Register**") as the duly registered holder (the "**Holder**") of the Notes represented from time to time by this Unrestricted Global Note Certificate.

4. **Promise to pay:** The Issuer, for value received, hereby promises, all subject to and in accordance with the Conditions, to pay to the Holder such principal sum as is noted in the records of the custodian for The Depository Trust Company (the "**DTC Custodian**" and "**DTC**", respectively) as being the principal amount of this Unrestricted Global Note Certificate for the time being on August 4, 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

5. **Transfers in whole:** Transfers of this Unrestricted Global Note Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor's nominee and shall be made using the form of transfer endorsed on this Unrestricted Global Note Certificate.

6. **Exchange for Unrestricted Individual Note Certificates:** This Unrestricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Unrestricted Individual Note Certificates**") in substantially the form (subject to completion) set out in the Third Schedule (*Form of Unrestricted Individual Note Certificate*) to the Agency Agreement if any of the following events occurs:

- (a) DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to this Unrestricted Global Note Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934,

as amended), or is at any time no longer eligible to act as such, and the Issuer is (in the case of DTC ceasing to be a depository) unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC;

- (b) Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (c) any Note becomes immediately due and payable following the occurrence of an Event of Default (as defined in Condition 6 (*Events of Default*)) and is not duly redeemed (and the funds required for redemption are not available to the Registrar for the purpose of effecting such redemption or do not remain available for such purpose) by 5:00 p.m. (New York time) on the thirtieth day after the time the Notes become immediately due and payable.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Unrestricted Individual Note Certificates*) below. The Issuer shall notify the Holder of the occurrence of any of the events specified in (a), (b) and (c) above as soon as practicable thereafter.

7. Failure to deliver Unrestricted Individual Note Certificates: If Unrestricted Individual Note Certificates have not been issued and delivered by 5:00 p.m. (New York time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Unrestricted Individual Note Certificates*) below, then this Unrestricted Global Note Certificate (including the obligation to deliver Unrestricted Individual Note Certificates) will become void at 5:00 p.m. (New York time) on such thirtieth day and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

8. Delivery of Unrestricted Individual Note Certificates: Whenever this Unrestricted Global Note Certificate is to be exchanged for Unrestricted Individual Note Certificates, such Unrestricted Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Unrestricted Global Note Certificate within five business days of the delivery, by or on behalf of the Holder, DTC, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Unrestricted Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Unrestricted Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Unrestricted Global Note Certificate at the specified office of the Registrar. Such exchange shall be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its specified office.

9. Transfer and exchange for an interest in the Restricted Global Note Certificate: If a holder of a beneficial interest in the Notes represented by this Unrestricted Global Note Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the restricted global note certificate issued in relation to the Notes (the "**Restricted Global Note Certificate**") or to exchange its interest in the Notes represented by this Unrestricted Global Note Certificate for an interest in the Notes represented by an interest in the Restricted Global Note Certificate, such holder may transfer or exchange, or cause the transfer or exchange of, such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (b) a certificate in the form of the Eighth Schedule (*Form of Transfer Certificate*) to the Agency Agreement given by the holder of such beneficial interest requesting such transfer or exchange and, in the case of transfer or exchange on or prior to the fortieth day after the date of issue of this Unrestricted Global Note Certificate, stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest in this Unrestricted Global Note Certificate reasonably believes that the person acquiring such interest in the Restricted Global Note Certificate is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A,

the Issuer shall procure that (i) the Registrar decreases the aggregate principal amount of this Unrestricted Global Note Certificate by the principal amount of Notes the subject of such transfer or exchange and increases the aggregate principal amount of the Restricted Global Note Certificate by such principal amount and (ii) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

10. Conditions apply: Save as otherwise provided herein, the Holder of this Unrestricted Global Note Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Unrestricted Global Note Certificate, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Unrestricted Global Note Certificate.

11. Notices: Notwithstanding Condition 14 (*Notices*), so long as this Unrestricted Global Note Certificate is held on behalf of DTC or any other clearing system (an "**Alternative Clearing System**"), notices to Noteholders represented by this Unrestricted Global Note Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System; *provided, however, that*, so long as the Notes are listed on the Luxembourg Stock Exchange and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

12. Legends: The statements set out in the legends above are an integral part of this Unrestricted Global Note Certificate and, by acceptance hereof, each Holder of this Unrestricted Global Note Certificate agrees to be subject to and bound by such legends.

13. Determination of entitlement: This Unrestricted Global Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Unrestricted Global Note Certificate.

14. Authentication: This Unrestricted Global Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon as registrar.

15. **Governing law:** This Unrestricted Global Note Certificate and any non-contractual obligations arising out of or in connection with this Unrestricted Global Note Certificate are governed by, and shall be construed in accordance with, English law.

AS WITNESS the manual or facsimile signature of a duly authorized person on behalf of the Issuer.

GOVERNMENT OF BARBADOS

By:
(*duly authorized*)

ISSUED as of August 4, 2010

AUTHENTICATED for and on behalf of
THE BANK OF NEW YORK MELLON
as Registrar without recourse, warranty
or liability

By:
(*duly authorized*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to of.....

....., US\$.....in principal amount of the US\$200,000,000 7.00% Notes due 2022 (the "Notes") of the Government of Barbados (the "Issuer") and irrevocably requests and authorizes The Bank of New York Mellon, in its capacity as registrar (the "Registrar" which expression shall include any successor to The Bank of New York Mellon, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorized)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or be certified by a recognized bank, notary public or in such other manner as the Registrar may require.

[Attached to each Note Certificate:]

[Terms and Conditions as set out in the Fifth Schedule to the Agency Agreement]

[At the foot of the Terms and Conditions:]

REGISTRAR, FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286

The Bank of New York Mellon (Luxembourg) S.A.
Vertigo Building
Pelaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 2
Form of Restricted Global Note Certificate

CUSIP:..... 067070AF9
ISIN: US067070AF98

THESE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON THAT THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, OR (D) TO THE ISSUER OR THE CENTRAL BANK OF BARBADOS OR ANY AGENCY OF THE ISSUER FOR THE TIME BEING WHICH PERFORMS CENTRAL OR RESERVE BANK FUNCTIONS FOR THE ISSUER OR ITS AFFILIATES.

IF THIS NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY ("DTC") FOR THE PURPOSE) (COLLECTIVELY, "CEDE & CO.") AS NOMINEE FOR DTC, THEN, UNLESS THIS NOTE CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS NOTE CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

BY ACCEPTANCE OF THIS NOTE BEARING THE ABOVE LEGEND, WHETHER UPON ORIGINAL ISSUANCE OR SUBSEQUENT TRANSFER, EACH HOLDER OF THIS NOTE ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THIS NOTE SET FORTH ABOVE AND AGREES THAT IT SHALL TRANSFER THIS NOTE ONLY AS PROVIDED HEREIN AND IN THE AGENCY AGREEMENT REFERRED TO BELOW.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE AGENCY AGREEMENT REFERRED TO BELOW.

GOVERNMENT OF BARBADOS

RESTRICTED GLOBAL NOTE CERTIFICATE

representing up to

US\$200,000,000

7.00% Notes due 2022

1. **Introduction:** This Restricted Global Note Certificate is issued in respect of the US\$200,000,000 7.00% Notes due 2022 (the "**Notes**") of the Government of Barbados (the "**Issuer**"). The Notes have the benefit of a deed of covenant dated August 4, 2010 (as amended or supplemented from time to time, the "**Deed of Covenant**") entered into by the Issuer and are the subject of an agency agreement dated August 4, 2010 (as amended or supplemented from time to time, the "**Agency Agreement**") and made between the Issuer, The Bank of New York Mellon in its capacity as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such) and the other Paying Agents and the Transfer Agents named therein.

2. **References to Conditions:** Any reference herein to the "**Conditions**" is to the terms and conditions of the Notes attached hereto and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

3. **Registered holder:** This is to certify that:

CEDE & CO.

is the person registered in the register maintained by the Registrar in relation to the Notes (the "**Register**") as the duly registered holder (the "**Holder**") of the Notes represented from time to time by this Restricted Global Note Certificate.

4. **Promise to pay:** The Issuer, for value received, hereby promises, all subject to and in accordance with the Conditions, to pay to the Holder such principal sum as is noted in the records of the custodian for The Depository Trust Company (the "**DTC Custodian**" and "**DTC**", respectively) as being the principal amount of this Restricted Global Note Certificate for the time being on August 4, 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

5. **Transfers in whole:** Transfers of this Restricted Global Note Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor's nominee and shall be made using the form of transfer endorsed on this Restricted Global Note Certificate.

6. **Exchange for Restricted Individual Note Certificates:** This Restricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Restricted Individual Note Certificates**") in substantially the form (subject to completion) set out in the Fourth Schedule (*Form of Restricted Individual Note Certificate*) to the Agency Agreement if any of the following events occurs:

- (a) DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to this Restricted Global Note Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934,

as amended), or is at any time no longer eligible to act as such, and the Issuer is (in the case of DTC ceasing to be a depository) unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or

- (b) any Note becomes immediately due and payable following the occurrence of an Event of Default (as defined in Condition 6 (*Events of Default*)) and is not duly redeemed (and the funds required for redemption are not available to the Registrar for the purpose of effecting such redemption or do not remain available for such purpose) by 5:00 p.m. (New York time) on the thirtieth day after the time the Notes become immediately due and payable.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Restricted Individual Note Certificates*) below. The Issuer shall notify the Holder of the occurrence of any of the events specified in (a) and (b) above as soon as practicable thereafter.

7. Failure to deliver Restricted Individual Note Certificates: If Restricted Individual Note Certificates have not been issued and delivered by 5:00 p.m. (New York time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Restricted Individual Note Certificates*) below then this Restricted Global Note Certificate (including the obligation to deliver Restricted Individual Note Certificates) will become void at 5:00 p.m. (New York time) on such thirtieth day and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

8. Delivery of Restricted Individual Note Certificates: Whenever this Restricted Global Note Certificate is to be exchanged for Restricted Individual Note Certificates, such Restricted Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Restricted Global Note Certificate against the surrender of this Restricted Global Note Certificate at the specified office of the Registrar within five business days of:

- (a) the delivery to the Registrar, by or on behalf of the Holder, DTC, Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"), of such information as is required to complete and deliver such Restricted Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Restricted Individual Note Certificates are to be registered and the principal amount of each such person's holding); and
- (b) the delivery to the Registrar of a certificate given by or on behalf of the holder of each beneficial interest in this Restricted Global Note Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest reasonably believes that the person acquiring such interest is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**")) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A.

Such exchange shall be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its specified office.

9. **Transfer and exchange for an interest in the Unrestricted Global Note Certificate:** If a holder of a beneficial interest in the Notes represented by this Restricted Global Note Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the unrestricted global note certificate issued in relation to the Notes (the "**Unrestricted Global Note Certificate**") or to exchange its interest in the Notes represented by this Restricted Global Note Certificate for an interest in the Notes represented by the Unrestricted Global Note Certificate, such holder may transfer or exchange, or cause the transfer or exchange of, such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and/or Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (b) a certificate in the form of the Eighth Schedule (*Form of Transfer Certificate*) to the Agency Agreement given by the holder of such beneficial interest stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that (i) such transfer or exchange has been made pursuant to and in accordance with Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**") or (ii) the Notes are being exchanged or transferred pursuant to an exemption from registration provided by Rule 144 under the Securities Act,

the Issuer shall procure that (i) the Registrar decreases the aggregate principal amount of this Restricted Global Note Certificate by the principal amount of Notes the subject of such transfer or exchange and increases the aggregate principal amount of the Unrestricted Global Note Certificate by such principal amount and (ii) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

10. **Conditions apply:** Save as otherwise provided herein, the Holder of this Restricted Global Note Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Restricted Global Note Certificate, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Restricted Global Note Certificate.

11. **Notices:** Notwithstanding Condition 14 (*Notices*), so long as this Restricted Global Note Certificate is held on behalf of DTC or any other clearing system (an "**Alternative Clearing System**"), notices to Noteholders represented by this Restricted Global Note Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System; *provided, however, that*, so long as the Notes are listed on the Luxembourg Stock Exchange and its rules so require, notices will also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

12. **Legends:** The statements set out in the legends above are an integral part of this Restricted Global Note Certificate and, by acceptance hereof, each Holder of this Restricted Global Note Certificate agrees to be subject to and bound by such legends.

13. **Determination of entitlement:** This Restricted Global Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the holder is entitled to payment in respect of this Restricted Global Note Certificate.

14. **Authentication:** This Restricted Global Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon as registrar.

15. **Governing law:** This Restricted Global Note Certificate and any non-contractual obligations arising out of or in connection with this Restricted Global Note Certificate are governed by, and shall be construed in accordance with, English law.

AS WITNESS the manual or facsimile signature of a duly authorized person on behalf of the Issuer.

GOVERNMENT OF BARBADOS

By:
(*duly authorized*)

ISSUED as of August 4, 2010
AUTHENTICATED for and on behalf of
THE BANK OF NEW YORK MELLON
as Registrar without recourse, warranty
or liability

By:
(*duly authorized*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to
.....of.....

....., US\$.....in principal amount of the US\$200,000,000 7.00% Notes due 2022 (the "Notes") of the Government of Barbados (the "Issuer") and irrevocably requests and authorizes The Bank of New York Mellon, in its capacity as registrar (the "Registrar" which expression shall include any successor to The Bank of New York Mellon, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorized)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Restricted Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or be certified by a recognized bank, notary public or in such other manner as the Registrar may require.

[Attached to each Note Certificate:]

[Terms and Conditions as set out in the Fifth Schedule to the Agency Agreement]

[At the foot of the Terms and Conditions:]

**REGISTRAR, FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT
AGENT AND TRANSFER AGENT**

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286

The Bank of New York Mellon (Luxembourg) S.A.
Vertigo Building
Pelaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 3
Form of Unrestricted Individual Note Certificate

Serial Number: [●]

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY IN ANY JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT REFERRED TO BELOW AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

GOVERNMENT OF BARBADOS

UNRESTRICTED INDIVIDUAL NOTE CERTIFICATE

This Note Certificate is issued in respect of the US\$200,000,000 7.00% Notes due 2022 (the "**Notes**") of the Government of Barbados (the "**Issuer**"). The Notes have the benefit of a deed of covenant dated August 4, 2010 (as amended or supplemented from time to time, the "**Deed of Covenant**") entered into by the Issuer and are the subject of an agency agreement (as amended or supplemented from time to time, the "**Agency Agreement**") dated August 4, 2010 and made between the Issuer, The Bank of New York Mellon, in its capacity as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and the other Paying Agents and the Transfer Agents named therein.

Any reference herein to the "**Conditions**" is to the terms and conditions of the Notes endorsed hereon and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

This is to certify that:

.....
of.....
.....

is the person registered in the register maintained by the Registrar in relation to the Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

US\$.....
(..... *United States dollars*)

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises, all subject to and in accordance with the Conditions, to pay such principal sum to the Holder on August 4, 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate

specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon as registrar.

AS WITNESS the manual or facsimile signature of a duly authorized person on behalf of the Issuer.

GOVERNMENT OF BARBADOS

By:
(*duly authorized*)

ISSUED as of August 4, 2010

AUTHENTICATED for and on behalf of
THE BANK OF NEW YORK MELLON
as Registrar without recourse, warranty
or liability

By:
(*duly authorized*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to
.....
.....of.....

....., US\$......in principal amount of the US\$200,000,000 7.00% Notes due 2022 (the "Notes") of the Government of Barbados (the "Issuer") and irrevocably requests and authorizes The Bank of New York Mellon, in its capacity as registrar (the "Registrar" which expression shall include any successor to The Bank of New York Mellon, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorized)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or be certified by a recognized bank, notary public or in such other manner as the Registrar may require.

Any transfer of Notes shall be in a principal amount of US\$100,000 and integral multiples of US\$1,000 thereafter.

[Attached to each Note Certificate:]

[Terms and Conditions as set out in the Fifth Schedule to the Agency Agreement]

[At the foot of the Terms and Conditions:]

REGISTRAR, FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286

The Bank of New York Mellon (Luxembourg) S.A.
Vertigo Building
Pelaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 4
Form of Restricted Individual Note Certificate

Serial Number: [●]

THESE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON THAT THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, OR (D) TO THE ISSUER OR THE CENTRAL BANK OF BARBADOS OR ANY AGENCY OF THE ISSUER FOR THE TIME BEING WHICH PERFORMS CENTRAL OR RESERVE BANK FUNCTIONS FOR THE ISSUER OR ITS AFFILIATES.

BY ACCEPTANCE OF THIS NOTE BEARING THE ABOVE LEGEND, WHETHER UPON ORIGINAL ISSUANCE OR SUBSEQUENT TRANSFER, EACH HOLDER OF THIS NOTE ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THIS NOTE SET FORTH ABOVE AND AGREES THAT IT SHALL TRANSFER THIS NOTE ONLY AS PROVIDED HEREIN AND IN THE AGENCY AGREEMENT REFERRED TO BELOW.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE AGENCY AGREEMENT REFERRED TO BELOW.

GOVERNMENT OF BARBADOS

RESTRICTED INDIVIDUAL NOTE CERTIFICATE

This Note Certificate is issued in respect of the US\$200,000,000 7.00% Notes due 2022 (the **Notes**) of the Government of Barbados (the **Issuer**). The Notes have the benefit of a deed of covenant dated August 4, 2010 (as amended or supplemented from time to time, the **Deed of Covenant**) entered into by the Issuer and are the subject of an agency agreement dated August 4, 2010 (as amended or supplemented from time to time, the **Agency Agreement**) and made between the Issuer, The Bank of New York Mellon as registrar (the **Registrar**), which expression shall include any successor to The Bank of New York Mellon in its capacity as such), and in its capacity as fiscal agent (the **Fiscal Agent**), which expression shall include any successor to The Bank of New York Mellon in its capacity as such) and the other Paying Agents and the Transfer Agents named therein.

Any reference herein to the **Conditions** is to the terms and conditions of the Notes endorsed hereon and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the Registrar in relation to the Notes (the **Register**) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the **Holder**) of:

US\$.....
(..... *United States dollars*)

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises, all subject to and in accordance with the Conditions, to pay such principal sum to the Holder on August 4, 2022 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

The statements set out in the legend above are an integral part of this Note Certificate and, by acceptance hereof, each Holder of this Note Certificate agrees to be subject to and bound by such legends.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of The Bank of New York Mellon as registrar.

AS WITNESS the manual or facsimile signature of a duly authorized person on behalf of the Issuer.

GOVERNMENT OF BARBADOS

By:
(*duly authorized*)

ISSUED as of August 4, 2010

AUTHENTICATED for and on behalf of
THE BANK OF NEW YORK MELLON
as Registrar without recourse, warranty
or liability

By:
(*duly authorized*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to
.....
.....of.....
.....

....., US\$.....in principal amount of the US\$200,000,000 7.00% Notes due 2022 (the "Notes") of the Government of Barbados (the "Issuer") and irrevocably requests and authorizes The Bank of New York Mellon, in its capacity as registrar (the "Registrar" which expression shall include any successor to The Bank of New York Mellon, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

We, as transferor of the Notes represented by this Note Certificate, hereby certify that such Notes are being transferred in accordance with the transfer restrictions set forth in the Offering Circular, dated July 27, 2010, relating to the Notes and in accordance with the terms of any legend on this Note Certificate and that we are transferring such Notes (*tick one of the following boxes*):

- A. to a person whom we reasonably believe is purchasing for its own account or accounts as to which it exercises sole investment discretion; such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act")); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A and such transaction meets the requirements of Rule 144A and is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction; or
- B. to the Issuer or the Central Bank of Barbados or any agency of the Issuer for the time being which performs central or reserve bank functions for the Issuer or any of its affiliates; or
- C. in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:

(i) the offer of the Notes was not made to a person in the United States;

(tick box for one of the alternative sub-paragraphs (ii) as appropriate)

(ii) at the time the buy order was originated, the buyer was outside the United States or we or any person acting on our behalf reasonably believed that the buyer was outside the United States; or

(ii) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither we nor any person acting on our behalf know that the transaction was prearranged with a buyer in the United States;

(iii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;

(iv) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(v) with regard to transfers occurring within the period prior to and including the fortieth day after the issue date of the Notes, the Notes to which this form of transfer relates shall be held through either Euroclear or Clearstream Banking; or

D. pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is ticked, the Registrar shall not be obliged to register the transfer of this Note Certificate.

Dated:

By:
(duly authorized)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or be certified by a recognized bank, notary public or in such other manner as the Registrar may require.

Any transfer of Notes shall be in a principal amount of US\$100,000 and integral multiples of US\$1,000 thereafter.

[Attached to each Note Certificate:]

[Terms and Conditions as set out in the Fifth Schedule to the Agency Agreement]

[At the foot of the Terms and Conditions:]

REGISTRAR, FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286

The Bank of New York Mellon (Luxembourg) S.A.
Vertigo Building
Pelaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

SCHEDULE 5
Terms and Conditions of the Notes

The following is the text of the terms and conditions of the Notes (the "**Terms and Conditions**") which (subject to completion and amendment) will be endorsed on each Note Certificate:

The US\$200,000,000 7.00% Notes due 2022 (the "**Notes**", which expression includes any further notes issued pursuant to Condition 13 and forming a single series therewith) of the Government of Barbados (the "**Issuer**") are issued in accordance with an agency agreement dated August 4, 2010 (the "**Agency Agreement**", which expression shall include any amendments or supplements thereto) between the Issuer, The Bank of New York Mellon in its capacity as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such) and in its capacity as Transfer Agent, The Bank of New York Mellon in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon in its capacity as such) and in its capacity as Paying Agent and The Bank of New York Mellon (Luxembourg) S.A. in its capacity as Paying Agent (together with the Fiscal Agent, the "**Paying Agents**", which expression shall include any substitute or additional Paying Agents in relation to the Notes appointed in accordance with the Agency Agreement) and in its capacity as Transfer Agent (together with the Registrar, the "**Transfer Agents**", which expression shall include any substitute or additional Transfer Agents in relation to the Notes appointed in accordance with the Agency Agreement). The Notes have the benefit of a deed of covenant dated August 4, 2010 (the "**Deed of Covenant**", which expression shall include any amendments or supplements thereto) executed by the Issuer in relation to the Notes. The Noteholders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Deed of Covenant and the Agency Agreement insofar as they relate to the Notes. Copies of the Deed of Covenant and the Agency Agreement are available for inspection at the specified office of the Registrar and at the specified office of the Paying Agents in Luxembourg.

1. FORM, DENOMINATOR AND STATUS

- 1.1 The Notes are in fully registered form only, without interest coupons, in minimum denominations of US\$100,000 and integral multiples of US\$1,000 thereafter.
- 1.2 The Notes will be represented by separate permanent global certificates (the "**Restricted Global Note Certificate**" and the "**Unrestricted Global Note Certificate**" and, together, the "**Global Note Certificates**") which will both be deposited with the Registrar as custodian for The Depository Trust Company ("**DTC**") and registered in the name of Cede & Co. as nominee of DTC. The Restricted Global Note Certificate will represent Notes which are restricted securities within the meaning of Rule 144(a)(3) under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Notes sold in offshore transactions in reliance on Regulation S under the Securities Act will be represented by the Unrestricted Global Note Certificate. Interests in the Restricted Global Note Certificate will be exchangeable for interests in the Unrestricted Global Note Certificate and vice versa in the circumstances specified therein.
- 1.3 Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") will initially hold Notes represented by the Unrestricted Global Note Certificate on behalf of their participants through their respective depositories, which are participants in DTC. Transfers within DTC, Euroclear and Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant system. Cross-market transfers between investors who hold or who will hold Notes through DTC and investors who hold or will hold Notes through Euroclear

and Clearstream, Luxembourg will be effected in DTC through the respective depositaries of Euroclear and Clearstream, Luxembourg, subject to certain restrictions.

- 1.4 The Restricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Restricted Individual Note Certificates**") and, if applicable, the Unrestricted Global Note Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual note certificates ("**Unrestricted Individual Note Certificates**") and, together with Restricted Individual Note Certificates and the Global Note Certificates, "**Note Certificates**") if any of the following events occurs:
- (a) DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Restricted Global Note Certificate or the Unrestricted Global Note Certificate, as the case may be, or ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934, as amended), or is at any time no longer eligible to act as such, and the Issuer is (in the case of DTC ceasing to be a depositary) unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
 - (b) any Note becomes immediately due and payable following the occurrence of an Event of Default (as defined in Condition 6) and is not duly redeemed (and the funds required for redemption are not available to the Registrar for the purpose of effecting such redemption or do not remain available for such purpose) by 5:00 p.m. (New York time) on the thirtieth day after the time the Notes become immediately due and payable; or
 - (c) in the case of the Unrestricted Global Note Certificate only, Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.
- 1.5 The Notes constitute general, direct and (subject to the provisions of Condition 3) unsecured obligations of the Issuer ranking *pari passu* without any preference among themselves and rank and will at all times rank at least *pari passu* with all other general, direct and unsecured External Indebtedness (as defined in Condition 3) of the Issuer, present and future.

2. REGISTER, TITLE AND TRANSFERS

- 2.1 The Registrar will maintain a register (the "**Register**" in respect of the Notes in accordance with the provisions of the Agency Agreement. In these Terms and Conditions the "holder" of a Note means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly. A Note Certificate will be issued to each Noteholder in respect of its registered holding.
- 2.2 The holder of each Note shall (except as otherwise required by applicable law or regulatory requirement) be treated as the absolute owner of such Note for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest thereof or therein, any writing on the Note Certificate relating thereto (other than the completion of the form of transfer) or any notice of any previous loss or theft of such Note Certificate) and no person shall be liable for so treating such holder.
- 2.3 A Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part (subject to US\$100,000 being the minimum aggregate amount of the partial transfer) upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed and executed, at the specified office of the Registrar or any Transfer Agent, together with

such evidence as the Registrar or (as the case may be) the relevant Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. Where not all the Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the transferor.

- 2.4 Each new Note Certificate to be issued upon the transfer of a Note Certificate will, within three Relevant Banking Days of the transfer date, be available for collection at the specified office of the Registrar or the Transfer Agents having its specified office in Luxembourg. For these purposes, a form of transfer received by a Transfer Agent after the Record Date (as defined in Condition 8.2) in respect of any payment due in respect of a Note but before the due date for such payment shall be deemed not to be effectively received by the Transfer Agent until the Relevant Banking Day following the due date for such payment.

In these Terms and Conditions:

- (a) "**Relevant Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and (if applicable) in the place where the specified office of the relevant Transfer Agents is located; and
- (b) the "**transfer date**" shall be the Relevant Banking Day following the day on which the relevant Note Certificate shall have been surrendered for transfer in accordance with Condition 2.3 and all reasonable requirements of the Issuer and the relevant Transfer Agents shall have been satisfied in respect of such transfer.

- 2.5 The issue of new Note Certificates on transfer will be effected without charge by or on behalf of the Issuer or the Transfer Agents, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer or the Transfer Agents may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

3. **NEGATIVE PLEDGE**

So long as any Note remains outstanding, the Issuer will not create or permit to be outstanding any Security (other than Permitted Security) upon the whole or any part of its properties, assets or revenues, present or future, to secure any present or future Public External Indebtedness of the Issuer without, in any such case, at the same time or prior thereto according to the Notes (i) equally and rateably therewith, the same or equivalent security as is granted to or is outstanding in respect of such Public External Indebtedness or (ii) such other security or such guarantee, indemnity or other like obligation as is approved by the Noteholders by an Extraordinary Resolution (as defined in Schedule 6 to the Agency Agreement).

In these Terms and Conditions:

"**External Indebtedness**" means Indebtedness which is payable or may be paid (a) in a currency other than the currency of Barbados and (b) to a Person resident or having its principal place of business outside Barbados;

"**Indebtedness**" means any obligation (whether present, future, actual or contingent) of any Person for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and leasing);

"Permitted Security" means:

- (a) any Security upon any property or asset (and any revenues therefrom) to secure Public External Indebtedness of the Issuer incurred for the purpose of financing the acquisition, development or construction of such property or asset (and any revenues therefrom) and any renewal or extension of any such Security which is limited to the original property or asset (and revenues) covered thereby and which secures any renewal or extension of the original secured financing;
- (b) any Security existing upon any property or asset (and any revenues therefrom) to secure Public External Indebtedness of the Issuer at the time of its acquisition and any renewal or extension of any such Security which is limited to the original property or asset (and revenues) covered thereby;
- (c) any Security securing Public External Indebtedness incurred for the purpose of financing all or part of the costs of the acquisition, construction or development of a project, provided that (i) the holders of such Public External Indebtedness expressly agree to limit their recourse to the assets and revenues of such project as the principal source of repayment of such Public External Indebtedness and (ii) the property over which such Security is granted consists solely of such assets and revenues or claims that arise from the operation, failure to meet specifications, failure to complete, exploitation, sale or loss of, or damage to, such assets;
- (d) any Security in existence as of the date of the Agency Agreement and any renewal or extension thereof which secures only the original secured financing or the renewal or extension thereof; and
- (e) any other Security where the amount secured from time to time does not exceed US\$20,000,000 or its equivalent in any other currency or currencies;

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

"Public External Indebtedness" means External Indebtedness which (a) is publicly offered or privately placed in securities markets, (b) is in the form of, or represented by, bonds, notes, debentures or similar securities and (c) is, or is, at the time of issue, intended by the Issuer to be, quoted, listed or ordinarily dealt in on any stock exchange, automated trading system or over-the-counter or other securities market (including, without limiting the generality of the foregoing, securities eligible for resale pursuant to Rule 144A under the Securities Act (or any successor law or regulation of similar effect)); and

"Security" means any mortgage, charge, pledge, lien (other than a lien arising by operation of law), hypothecation or other security interest or encumbrance, including, without limitation, any equivalent created or arising under the laws of Barbados.

4. INTEREST

- 4.1 The Notes bear interest from August 4, 2010 (the "**Issue Date**") at the rate of 7.00% per annum (the "**Rate of Interest**"), payable semi-annually in arrears on February 4 and August 4 in each year (each an "**Interest Payment Date**") commencing on February 4, 2011, subject as provided in Condition 8. Each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

- 4.2 Each Note will cease to bear interest from the due date for redemption unless, upon due presentation of the relevant Note Certificate, payment of principal is improperly withheld or refused, in which case it will continue to bear interest at the Rate of Interest (as well after as before judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day which is seven days after the Registrar has notified the Noteholders in accordance with Condition 14 that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- 4.3 The amount of interest payable in respect of each Note for any Interest Period shall be calculated by the Issuer by applying the Rate of Interest to the principal amount of such Note, dividing the product by two and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). If interest is required to be calculated for any other period, it will be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed.

5. REDEMPTION AND PURCHASE

- 5.1 Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on August 4, 2022, subject as provided in Condition 8.
- 5.2 The Issuer may at any time purchase or otherwise acquire Notes in the open market or otherwise and at any price. The Issuer may at its option retain such Notes for its own account and/or resell or cancel or otherwise deal with such Notes at its discretion provided that any resales of Notes by the Issuer may only be made in accordance with Rule 903 of Regulation S under the Securities Act and any applicable state securities laws and United States tax law requirements.
- 5.3 All Notes redeemed or which are purchased and surrendered to the Registrar for cancellation will be cancelled forthwith and may not be reissued or resold.

6. EVENTS OF DEFAULT

If one or more of the following events or circumstances (each, an "**Event of Default**") shall have occurred and be continuing, namely:

- (a) *Non-payment*: the Issuer fails to pay any amount of principal or interest in respect of the Notes on the due date for payment thereof and such default continues for 15 days or more; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes, the Deed of Covenant or the Agency Agreement and such default remains unremedied for 60 days after written notice requiring such default to be remedied has been delivered to the Issuer by any Noteholder; or
- (c) Cross-default:
- (i) any other present or future External Indebtedness (aggregating US\$20,000,000, or its equivalent in any other currency or currencies, or more) of the Issuer becomes due and payable prior to its stated maturity as a result of acceleration of payment thereof following a default by the Issuer; or

- (ii) any such External Indebtedness (aggregating US\$20,000,000, or its equivalent in any other currency or currencies, or more) of the Issuer is not paid on the due date as extended by any applicable grace period; or
- (iii) the Issuer fails to pay when due and called or within any applicable grace period any amount payable by it under any present or future guarantee of or indemnity relating to External Indebtedness (aggregating US\$20,000,000, or its equivalent in any other currency or currencies, or more) of any Person; or
- (d) *Arrangements with creditors*: the Issuer convenes a meeting for the purposes of making, or shall propose or enter into an arrangement or composition with or for the benefit of its creditors generally in respect of its External Indebtedness with a view to, a re-adjustment or rescheduling of its External Indebtedness; or
- (e) *Moratorium or suspension*: a moratorium or suspension of payments is agreed or declared by the Issuer in respect of any Indebtedness (in an amount aggregating US\$20,000,000 or its equivalent in any other currency or currencies) of the Issuer; or
- (f) *Validity*: the validity of the Notes or the Agency Agreement shall be contested by the Issuer or any legislative, executive or judicial body or official of the Issuer authorized and empowered (either singly or with another such body or official) in each case by law to do so, or the Issuer shall deny any of its obligations under the Notes or the Agency Agreement to any of the Noteholders (whether by a general suspension of payments or a moratorium on the payment of debt or otherwise); or
- (g) *Authority*: any constitutional provision, treaty, convention, law, regulation, ordinance, decree, consent, approval, licence or other governmental or regulatory authority necessary to enable the Issuer to make or perform its obligations under the Notes, or for the validity or enforceability thereof, shall expire, be withheld, revoked, modified, terminated or otherwise cease to remain in full force and effect; or
- (h) *Additional amounts*: any law, rule or regulation is adopted in Barbados or any change in applicable law in Barbados is made which makes it unlawful for the Issuer to comply with its obligations to pay amounts in accordance with Condition 7 in the event that the Issuer shall be required to withhold or deduct any taxes, duties, assessments or governmental charges on payments of principal of, or interest on, the Notes; or
- (i) *International membership*: the Issuer ceases to be a member of the International Monetary Fund (the "IMF") or ceases to be eligible to utilise the resources of the IMF under the IMF Articles of Agreement and such cessation continues for 30 days,

then the holders of 25 per cent. of the principal amount then outstanding of the Notes may, by written notice to the Fiscal Agent or the Issuer, declare that the Notes and all interest then accrued on the Notes shall be forthwith due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest or other notice of any kind (all of which the Issuer will expressly waive) unless, prior to such written notice having been given, all Events of Default in respect of the Notes have been cured.

7. TAXATION

- 7.1 All payments of principal and interest in respect of the Notes will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Barbados or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by the holders of Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable by such holder in the absence of such withholding or deduction, except that no such additional amounts shall be payable in relation to any payment in respect of any Note:
- (a) to, or to a third party on behalf of, a holder of a Note who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with Barbados other than the mere holding of such Note or the receipt of the relevant payment in respect thereof;
 - (b) to, or to a third party on behalf of, a holder of a Note who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of such holder's failure to comply with any certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with Barbados, or any political sub-division thereof or taxing authority thereof or therein, of the holder or a person having any interest in such Note or rights in respect thereof, if compliance is required by Barbados, or any political sub-division or taxing authority thereof or therein, as a pre-condition to exemption from such deduction or withholding;
 - (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such directive;
 - (d) by or on behalf of a holder of a Note who would have been able to avoid such withholding or deduction by presenting the relevant Note Certificate to another Paying Agent in a Member State of the European Union; or
 - (e) the Note Certificate for which is presented for payment more than 30 days after the Relevant Date, except to the extent that the relevant holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days.
- 7.2 For the purposes of these Terms and Conditions, the "**Relevant Date**" means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to holders of Notes, notice to that effect shall have been duly given to the holders of the Notes in accordance with Condition 14.
- 7.3 Any reference in these Terms and Conditions to principal and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 7.

8. PAYMENTS

- 8.1 Payment of amounts due in respect of the Notes on the final redemption of the Notes will be made against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the Note Certificates at the specified office of any of the Paying Agents. If the due date for payment of the final redemption amount of the Notes is not a Relevant Banking Day (as defined in Condition 2.4) then the holder thereof will not be entitled to payment thereof until the next day which is such a day and, thereafter, will be entitled to receive payment by cheque on any Relevant Banking Day, and will be entitled to payment by transfer to a designated account on any day which is a Relevant Banking Day and a day on which commercial banks and foreign exchange markets settle payments in U.S. dollars in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 4.
- 8.2 Payment of amounts due (other than in respect of the final redemption) in respect of the Notes will be paid to the holder thereof as appearing in the register kept by the Registrar as at close of business (local time in New York City) on the fifteenth calendar day before the due date for such payment (the "Record Date").
- 8.3 Payment of amounts due (other than in respect of final redemption) in respect of the Notes will be made by cheque and posted to the address (as recorded in the register held by the Registrar) of the holders of the Note Certificates on the Relevant Banking Day not later than the relevant date for payment unless prior to the relevant Record Date the holder thereof has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in U.S. dollars.
- 8.4 Payments will, without prejudice to the provisions of Condition 7, be subject in all cases to any applicable fiscal or other laws and regulations.

9. PRESCRIPTION

Claims against the Issuer in respect of the Notes will become void unless made within ten years (or, in the case of claims in respect of interest, five years) after the Relevant Date (as defined in Condition 7.2) for payment thereof.

10. REPLACEMENT OF NOTE CERTIFICATES

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar or the specified office of the Transfer Agent having its specified office in Luxembourg, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer, the Registrar or the Transfer Agent may require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

11. THE AGENTS

- 11.1 The initial Paying Agents, Transfer Agents and Registrar and their respective initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent, Transfer Agent or the Registrar and to appoint additional or other Paying Agents, Transfer Agents or another Registrar provided that it will at all times maintain (a) a Registrar with a specified office in the Borough of Manhattan, New York City and (b) a Paying Agent (which may be the

Fiscal Agent) with a specified office in continental Europe (but outside the United Kingdom) and, for so long as any Notes are listed on the Luxembourg Stock Exchange, such Paying Agents shall be a Paying Agent and a Transfer Agent with a specified office in Luxembourg. The Paying Agents, the Transfer Agents and the Registrar reserve the right at any time to change their respective offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents, the Transfer Agents or the Registrar will be given promptly by the Issuer to the Noteholders in accordance with Condition 14.

- 11.2 The Paying Agents, Transfer Agents and Registrar act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Noteholder and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon them in the Agency Agreement or incidental thereto.

12. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

- 12.1 The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Terms and Conditions or the Deed of Covenant. Any such modification may be made if sanctioned by an Extraordinary Resolution. Any Extraordinary Resolution duly passed will be binding on all Noteholders.
- 12.2 The parties to the Agency Agreement may agree, without the consent of the Noteholders, to (i) any modification of any provision of the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to cure any ambiguity or to cure, correct or supplement any defective or inconsistent provisions contained in the Notes or the Agency Agreement and (ii) any other modification, and any waiver or authorization of any breach or proposed breach, of any provision of the Notes or the Agency Agreement which is in the opinion of such parties not materially prejudicial to the interests of the Noteholders.

13. FURTHER ISSUES

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

14. NOTICES

Notices to the Noteholders shall be valid if sent to them by first class mail (airmail if overseas) at their respective addresses on the Register and, as long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that stock exchange so require, if published in a leading newspaper in Luxembourg (which is expected to be the *Luxemburger Wort*) or, if publication is not practicable in any such newspaper, notice will be validly given if made in an English-language newspaper having general circulation in Europe. Any such notice shall be deemed to have been given, when required to be published in accordance with the rules of the Luxembourg Stock Exchange, on the date of such publication (or, if published more than once, on the first date on which publication is made) or, as the case may be, on the fourth day after the date of mailing.

15. CURRENCY INDEMNITY

U.S. dollars is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or

otherwise) by any Noteholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in U.S. dollars which such holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in U.S. dollars expressed to be due to any Noteholder in respect of the Notes the Issuer shall indemnify such holder against any loss sustained by such holder as a result. In any event, the Issuer shall indemnify each such holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order.

16. RIGHTS OF THIRD PARTIES

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999.

17. GOVERNING LAW AND JURISDICTION

- 17.1 The Notes, the Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law.
- 17.2 The Issuer irrevocably agrees for the benefit of the Noteholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes) (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- 17.3 The Issuer irrevocably agrees that the courts of the State of New York and the federal courts of the United States of America sitting in New York City and any appellate court from any of such courts shall have jurisdiction to hear and determine any Proceedings and to settle any Disputes and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- 17.4 The Issuer irrevocably waives any objection which it might now or hereafter have to the courts referred to above being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.
- 17.5 The Issuer agrees that the process by which any Proceedings are begun may be served on it by being delivered (a) in connection with any Proceedings in England, by post or fax to the High Commissioner of Barbados in London (or, in his absence, the person for the time being in charge of the High Commission in London) acting solely as the agent of the Issuer and (b) in connection with any Proceedings in New York, to the Consul General of Barbados in New York (or, in his absence, the person for the time being in charge of the Consulate of Barbados in New York) acting solely as agent of the Issuer. If the appointment of either of the persons mentioned in this Condition 17.5 ceases to be effective, the Issuer shall as soon as practicable appoint a further person in England or (as the case may be) New York to accept service of process on its behalf in England or (as the case may be) New York and notify the name and address of such person to the Registrar and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer. Nothing contained herein shall affect the right of any Noteholder to serve process in any other manner permitted by law.

- 17.6 The submission to the jurisdiction of the courts referred to above shall not (and shall not be construed so as to) limit the right of the Noteholders or any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- 17.7 The Issuer consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- 17.8 To the extent that the Issuer may in any jurisdiction claim for itself or its assets or revenues any sovereign or other immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal or judicial process and to the extent that in any such jurisdiction there may be attributed to itself or its assets or revenues such immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction and, in particular, to the intent that in any Proceedings taken in New York the foregoing waiver of immunity shall have the fullest scope permitted under the United States Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for the purposes of such Act.

SCHEDULE 6
Provisions for Meetings of the Noteholders

1. (A) As used in this Schedule, the following expressions shall have the following meanings unless the context otherwise requires:
 - (1) "**voting certificate**" shall mean a certificate in the English language issued by the Registrar and dated, in which it is stated that on the date thereof outstanding Notes (not being Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjournment thereof) are registered in the books and records maintained by the Registrar in the names of specified registered holders and that the bearer thereof or his duly appointed representative is entitled to attend and vote at such meeting or any adjournment thereof in respect of the Notes represented by such certificate; and
 - (2) "**block voting instruction**" shall mean a document in the English language issued by the Registrar and dated, in which:
 - (a) it is certified that Notes (not being Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjournment thereof) are registered in the books and records maintained by the Registrar in the names of specified registered holders;
 - (b) it is certified that each registered holder thereof or a duly authorized agent on his or its behalf has instructed the Registrar that the vote(s) attributable to his or its Notes so registered should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjournment thereof and that all such instructions are, during the period of 48 hours prior to the time for which such meeting or adjourned meeting is convened, neither revocable nor subject to amendment;
 - (c) the total number, principal amount outstanding and the serial numbers of the Notes so registered are listed, distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
 - (d) any person named in such document (hereinafter called a "**proxy**") is authorized and instructed by the Registrar to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in (b) and (c) above as set out in such document.
- (B) A registered holder of a Note may by an instrument in writing in the form for the time being available from the specified office of the Registrar in the English language (hereinafter called a "**form of proxy**") signed by the holder or its duly appointed attorney or, in the case of a corporation, executed under its seal or signed on its behalf by its duly appointed attorney or a duly authorized officer of the corporation, appoint any person (hereinafter also called a "**proxy**") to attend and act on his or its behalf in connection with any meeting or proposed meeting of the Noteholders.

- (C) Voting certificates, block voting instructions and forms of proxy shall be valid for so long as the relevant Notes shall not have been released or shall be duly registered in the name(s) of the registered holder(s) certified in the relevant voting certificate or block voting instruction or, in the case of a form of proxy, in the name of the appointor but not otherwise and notwithstanding any other provision of this Schedule and during the validity thereof the holder of any such voting certificate or, as the case may be, the proxy shall, for all purposes in connection with any meeting of Noteholders, be deemed to be the holder of the Notes to which such voting certificate, block voting instructions or form of proxy relates and the registered holder(s) shall nevertheless be deemed for such purposes not to be the holder of those Notes.
2. The Issuer at any time may, and upon a request in writing by Noteholders holding not less than one-tenth of the principal amount outstanding of the Notes for the time being outstanding shall, convene a meeting of the Noteholders. Whenever the Issuer is about to convene any such meeting it shall forthwith give notice in writing to the Fiscal Agent of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Issuer may decide (after consultation with the Fiscal Agent).
 3. At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the Noteholders. A copy of the notice shall be given to the Issuer unless the meeting shall be convened by the Issuer and a copy shall be given to the Fiscal Agent and the Registrar. Such notice shall be given in the manner provided in the Conditions and shall specify the terms of the resolutions to be proposed and shall include, *inter alia*, statements to the effect that (without prejudice to the provisions of paragraph 1(B)) registered holders of the Notes may obtain voting certificates or appoint proxies not later than (except in the case of a form of proxy) 48 hours before the time fixed for the meeting but not thereafter or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body.
 4. A person (who may, but need not, be a Noteholder) nominated in writing by the Issuer shall be entitled to take the chair at every meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within 30 minutes after the time appointed for the holding of such meeting the Noteholders present may appoint another such person to be chairman. The chairman of a reconvened meeting need not be the same person who was chairman of the original meeting.
 5. At any such meeting any two or more persons present in person holding Notes or voting certificates or being proxies and holding or representing in the aggregate a clear majority in principal amount outstanding of the Notes for the time being outstanding shall form a quorum for the transaction of business; *provided, that*, at any meeting at which an Extraordinary Resolution is to be proposed for the purpose of effecting any of the modifications specified in the proviso to paragraph 18 hereof the quorum for such meeting shall be any two or more persons present in person holding Notes or voting certificates or being proxies and holding or representing in the aggregate at least 75 per cent. in principal amount outstanding of the Notes for the time being outstanding and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.
 6. If within 30 minutes from the time appointed for any such meeting 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 for such period, not being less than 14 days nor more than 42 days, as may be decided by the chairman. At such adjourned meeting two or more persons present in person holding Notes or voting certificates or being proxies (whatever the principal amount outstanding of the Notes so held or represented by them) shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been

present at such meeting; *provided, that*, at any adjourned meeting at which an Extraordinary Resolution is to be proposed for the purpose of effecting any of the modifications specified in the proviso to paragraph 18 hereof the quorum for such meeting shall be two or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate at least 25 per cent. in principal amount outstanding of the Notes for the time being outstanding.

7. The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time 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 meeting from which the adjournment took place.
8. At least 10 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held) of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting. Subject as aforesaid, it shall not be necessary to give any notice of an adjourned meeting.
9. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of 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 holder of a Note or voting certificate or being a proxy.
10. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by one or more persons holding one or more Notes or voting certificates or being proxies and holding or representing in the aggregate not less than 5 per cent. of the principal amount outstanding of the Notes for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any 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.
11. If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment 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. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
12. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.
13. The Fiscal Agent, the Issuer and the Registrar (through their respective representatives and save as permitted by the provisions of this Agreement) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Noteholders. No person shall be entitled to attend (save as aforesaid) or vote at any meeting of the Noteholders or to join with others in requesting the convening of such a meeting unless he is a Noteholder or a voting certificate or is a proxy.
14. Subject as provided in paragraph 9 above at any such meeting (a) on a show of hands every person who is present (being an individual) in person or (being a corporation) by a duly authorized representative and (i) who is a holder of Notes or (ii) who produces a voting certificate or (iii) is a proxy shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of each US\$1,000 principal amount outstanding of Notes so produced or represented by the voting certificate so produced or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any

block voting instruction or form of proxy, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

15. A proxy need not be a Noteholder.
16. Each block voting instruction and each form of proxy, together (if so required by the Issuer) with proof satisfactory to the Issuer of its due execution, shall be deposited at such place as the Issuer shall reasonably designate not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the block voting instruction or form of proxy proposes to vote and in default the block voting instruction or form of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A certified copy of each such block voting instruction and form of proxy and satisfactory proof as aforesaid (if applicable) shall if required by the Issuer be produced by the proxy at the meeting or adjourned meeting but the Issuer shall not thereby be obliged to investigate or be concerned with the validity of, or the authority of the proxy named in, any such block voting instruction or form of proxy.
17. Without prejudice to paragraph 1, any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the Noteholders' instructions pursuant to which it was executed, provided that no intimation in writing of such revocation or amendment shall have been received by the Issuer or by the chairman of the meeting, in each case not less than 24 hours before the commencement of the meeting or adjourned meeting at which the block voting instruction or form of proxy is used.
18. A meeting of the Noteholders shall, in respect of the Notes and subject to the provisions contained in the Conditions, in addition to the powers hereinbefore given, but without prejudice to any powers conferred on other persons by these presents, have the following powers exercisable by Extraordinary Resolution namely:
 - (a) power to sanction any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders in respect of the Notes against the Issuer, whether such rights shall arise under the Notes, the Deed of Covenant or otherwise;
 - (b) power to sanction the exchange or substitution for the Notes of, or the conversion of those Notes into, other obligations or securities of the Issuer or any other body corporate formed or to be formed;
 - (c) power to assent to any modification of the provisions contained in the Notes, the Conditions, the Agency Agreement (including the Schedules thereto) or the Deed of Covenant which shall be proposed by the Issuer;
 - (d) power to waive or authorize any breach or proposed breach by the Issuer of its obligations under the Conditions or any act or omission which might otherwise constitute an event of default under the Conditions;
 - (e) power to authorize the Fiscal Agent, the Registrar or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

- (f) power to give any authority, direction or sanction which under the Conditions is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders in respect of the Notes and to confer upon such committee or committees any powers or discretions which such Noteholders could themselves exercise by Extraordinary Resolution.

Provided that the special quorum provisions contained in the provisos to paragraphs 5 and 6 shall apply in relation to any Extraordinary Resolution for the purpose of making modification of the provisions contained in the Notes or the Conditions which:

- (i) varies the date of maturity or any date of redemption of any of the Notes or any date for payment of any principal or interest in respect thereof; or
 - (ii) reduces or cancels the principal amount of the Notes or any amount payable thereon, varies any provision regarding the calculation of the rate of interest or any other amount payable thereon or varies the rate of discount, rate of amortisation or any other rate of return applicable thereto; or
 - (iii) modifies the provisions contained in this Schedule concerning the quorum required at any meeting of Noteholders in respect of the Notes or any adjournment thereof or concerning the majority required to pass an Extraordinary Resolution; or
 - (iv) varies the currency in which any payment (or other obligation) in respect of the Notes is to be made; or
 - (v) amends this proviso in any manner.
19. A resolution (provided that where required by the provisions of this Schedule, that resolution is an Extraordinary Resolution) passed at a meeting of the Noteholders in respect of the Notes duly convened and held in accordance with these presents shall be binding upon all the Noteholders, whether present or not present at such meeting and each of the Noteholders shall, in respect of the Notes, be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing thereof.
20. The expression "**Extraordinary Resolution**" when used in these presents means a resolution passed at a meeting of the Noteholders in respect of the Notes duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than 75 per cent. of the votes cast thereon.
21. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting 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 in respect of the Notes, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.
22. So long as any of the Notes are represented by a Global Note Certificate, for the purposes of this Schedule the holder of the Global Note Certificate shall be deemed to be two persons holding or

representing such principal amount of Notes as are, at the relevant time, represented by such Global Note Certificate.

23. Any Notes which have been purchased or are held by (or on behalf of) the Issuer or the Central Bank but which have not been cancelled shall, unless or until resold, be deemed not to be outstanding for the purposes of this Schedule.
24. For the purposes of this Schedule, "**principal amount outstanding**" means, on any date, the principal amount of that Note on its date of issue.

SCHEDULE 7
Regulations Concerning Transfers and Registration of Notes

1. The Notes are in the minimum denomination of US\$100,000 and integral multiples of US\$1,000 thereafter (each, an "**Authorized Holding**").
2. Subject to paragraph 4 and paragraph 11 below, Notes may be transferred by execution of the relevant form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorized in writing. Where the form of transfer is executed by an attorney or, in the case of a corporation, under seal or under the hand of two of its officers duly authorized in writing, a copy of the relevant power of attorney certified by a financial institution in good standing or a notary public or in such other manner as the Registrar may require or, as the case may be, copies certified in the manner aforesaid of the documents authorizing such officers to sign and witness the affixing of the seal must be delivered with the form of transfer. In this Schedule, "**transferor**" shall, where the context permits or requires, include joint transferors and shall be construed accordingly.
3. The Note Certificate issued in respect of the Notes to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the Specified Office of the Registrar or any Transfer Agent, and together with such evidence as the Registrar or (as the case may be) the relevant Transfer Agent may reasonably require to prove the title of the transferor and his right to transfer the Note Certificate and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Note shall conform to any list of duly authorized specimen signatures supplied by the holder of such Note or be certified by a financial institution in good standing, notary public or in such other manner as the Registrar or such Transfer Agent may require.
4. Each new Note Certificate to be issued upon the transfer of a Note Certificate will, within three Relevant Banking Days (as defined in Condition 2.4) of the transfer date (as defined in Condition 2.4), be available for collection at the Specified Office of the Registrar. For these purposes, a form of transfer received by a Transfer Agent after the Record Date (as defined in Condition 8.2) in respect of any payment due in respect of a Note but before the due date of such payment shall be deemed not to have been effectively received by the Transfer Agent until the Relevant Banking Day following the due date for such payment.
5. No Noteholder which has executed a form of proxy in relation to a meeting may require the transfer of a Note covered by such form of proxy to be registered until the earlier of the conclusion of the meeting and its adjournment for want of a quorum.
6. The executors or administrators of a deceased Noteholder (not being one of several joint holders) and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders, shall be the only persons recognized by the Issuer as having any title to such Note.
7. Any person becoming entitled to any Notes in consequence of the death or bankruptcy of the holder of such Notes may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Registrar or the relevant Transfer Agent may require (including legal opinions), become registered himself as the holder of such Notes or, subject to the provisions of these Regulations, the Notes and the Conditions as to transfer, may transfer such Notes. The Issuer, the Transfer Agents, the Registrar and the Paying Agents shall be at liberty to retain any

amount payable upon the Notes to which any person is so entitled until such person is so registered or duly transfers such Notes.

8. Unless otherwise required by him and agreed by the Issuer and the Registrar, the holder of any Notes shall be entitled to receive only one Note Certificate in respect of his holding.
9. The joint holders of any Note shall be entitled to one Note Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of the joint holding.
10. Where there is more than one transferee (to hold other than as joint holders), separate forms of transfer (obtainable from the Specified Office of the Registrar or any Transfer Agents) must be completed in respect of each new holding.
11. A holder of Notes may transfer all or part only of his holding of Notes provided that both the principal amount of Notes transferred and the principal amount of the balance not transferred are an Authorized Holding. Where a holder of Notes has transferred part only of his holding of Notes, a new Note Certificate in respect of the balance of such holding will be delivered to him.
12. The Issuer, the Transfer Agents and the Registrar shall, save in the case of the issue of replacement Notes pursuant to Condition 10, make no charge to the holders thereof for the registration of any holding of Notes or any transfer thereof or for the issue of any Notes or for the delivery thereof at the Specified Office of any Transfer Agent or the Registrar or by uninsured post to the address specified by the holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the holder or the transferee thereof as the Issuer, the Registrar or the relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
13. No transfer of a Note may be effected unless:
 - (a) such Note is transferred in a transaction that does not require registration under the Securities Act and does not render the Issuer in violation of the United States Investment Company Act of 1940;
 - (b) such transfer is effected in accordance with the provisions of any restrictions on transfer specified in the legends (if any) set forth on the face of the Note Certificate issued in relation to such Note;
 - (c) the transferee delivers to the Registrar or the relevant Transfer Agent a form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed on the Note Certificate issued in relation to such Note; and
 - (d) if the Issuer so requests, the relevant Transfer Agent and the Registrar receive an opinion of counsel satisfactory to all of them.
14. If Note Certificates are issued upon the transfer, exchange or replacement of Note Certificates not bearing the Rule 144A Legend, the Note Certificates so issued shall not bear the Rule 144A Legend. If Note Certificates are issued upon the transfer, exchange or replacement of Note Certificates bearing the Rule 144A Legend, or if a request is made to remove the Rule 144A Legend from a Note Certificate, the Note Certificates so issued shall bear the Rule 144A Legend, or the Rule 144A Legend shall not be removed (as the case may be) unless there is delivered to the Issuer and the Registrar such evidence

(which may include an opinion of counsel reasonably satisfactory to the Issuer) as may be reasonably required by the Issuer that neither the Rule 144A Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that the Notes in relation to which such Note Certificates are issued are not "restricted securities" within the meaning of Rule 144 under the Securities Act. Upon receipt of written notification from the Issuer that the evidence presented is satisfactory, the Registrar shall authenticate and deliver a Note Certificate that does not bear the Rule 144A Legend. If:

- (a) the Rule 144A Legend is removed from the face of a Note Certificate and the Note in respect of which such Note Certificate is issued is subsequently held by the Issuer or an affiliate of the Issuer; and
- (b) the Registrar is notified in writing by the Issuer that the Note in respect of which such Note Certificate is issued is so held,

then the Rule 144A Legend shall be reinstated and the Issuer and/or the Replacement Agent shall, upon its acquisition of such a Note or upon obtaining actual knowledge that such Note is held by such affiliate, notify the Registrar thereof in writing.

15. Notwithstanding any provision to the contrary herein, so long as any Notes are represented by a Global Note Certificate held by or on behalf of DTC, transfers, exchanges or replacements of the Notes represented by such Global Note Certificate shall only be made in accordance with the legends relating to DTC set forth thereon.

SCHEDULE 8
Form of Transfer Certificate

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286
as registrar

GOVERNMENT OF BARBADOS

US\$200,000,000
7.00% Notes due 2022

TRANSFER CERTIFICATE

We refer to the agency agreement dated August 4, 2010 (as amended or supplemented from time to time, the "**Agency Agreement**") in relation to the US\$200,000,000 7.00% Notes due 2022 (the "**Notes**") of The Government of Barbados (the "**Issuer**") and made between the Issuer, The Bank of New York Mellon as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon in its capacity as Registrar), and fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to The Bank of New York Mellon in its capacity as Fiscal Agent) and the other Paying Agents and the Transfer Agents named therein. Capitalised terms used but not defined herein shall have the meanings given to them in the Agency Agreement. Other terms shall have the meanings given to them in Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**").

We, as transferor (the "**Transferor**") of US\$[●] in principal amount of our beneficial interest in Notes represented by the [Unrestricted/Restricted] (*delete as appropriate*) Global Note Certificate, hereby request a transfer of (*tick one of the following boxes*):

1. our beneficial interest in the Unrestricted Global Note Certificate (ISIN: USP48864AD77; CUSIP: P48864AD7) to a purchaser wanting to receive a beneficial interest in the Restricted Global Note Certificate (ISIN: US067070AF98; CUSIP: 067070AF9) (ON OR PRIOR TO THE FORTIETH DAY FOLLOWING THE DATE OF ISSUE OF THE NOTES: TICK BOX A BELOW; AFTER THE FORTIETH DAY FOLLOWING THE DATE OF ISSUE OF THE NOTES, NO FURTHER BOXES NEED BE TICKED); or
2. our beneficial interest in the Restricted Global Note Certificate to a purchaser wanting to receive a beneficial interest in the Unrestricted Global Note Certificate (TICK BOX C OR D BELOW, AS APPLICABLE).

In connection with such request, and in respect of such Notes, we, the Transferor, hereby certify that such Notes are being transferred in accordance with the transfer restrictions set forth in the Offering Circular, dated July 27, 2010, relating to the Notes and any legend on the relevant Global Note Certificate and that we are transferring such Note(s) (*tick one of the following boxes*):

- A. to a person whom the Transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion; such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the Securities Act); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A; and such

transaction meets the requirements of Rule 144A and is in accordance with any applicable securities laws of any state of the United States;

OR

B. to the Issuer or any agency of the Issuer for the time being which performs central or reserve bank functions for Issuer or any of its affiliates;

OR

C. in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:

(i) the offer of the Notes was not made to a person in the United States;

(tick box for one of alternative sub-paragraphs (ii) as appropriate)

(ii) at the time the buy order was originated, the buyer was outside the United States or the Transferor or any person acting on its behalf reasonably believed that the buyer was outside the United States;

OR

(ii) the transaction was executed in or on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on its behalf knows that the transaction was prearranged with a buyer in the United States;

(iii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;

(iv) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(v) with regard to transfers occurring within the period prior to and including the fortieth day after the issue date of the Notes, any beneficial interest in the Unrestricted Global Note Certificate shall be held through either Euroclear or Clearstream, Luxembourg.

OR

D. pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is checked, the Registrar shall not be obliged to effect the exchange of interests in the Global Note Certificates to reflect the transfer of the beneficial interests in the Global Note Certificate contemplated by this transfer certificate.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

Yours faithfully,

.....
for and on behalf of

[Transferor]

Date:.....

SCHEDULE 9
Specified Offices of the Agents

The Registrar, the Fiscal Agent, one of the Paying Agents and the Transfer Agent:

The Bank of New York Mellon
101 Barclay Street, 4th Floor East
New York, NY 10286

Tel: (212) 815-5218

Attention: Karen Abarca

The Luxembourg Paying Agents and the other Transfer Agents:

The Bank of New York Mellon (Luxembourg) S.A.
Vertigo Building
Pelaris
2-4 rue Eugène Ruppert
L-2453Luxembourg


Fax: (352) (+24) 524 204

Tel: (352) (+24) 525 304

Attention: Andres Camacho

SIGNATORIES

GOVERNMENT OF BARBADOS

By: 

THE BANK OF NEW YORK MELLON
as registrar, fiscal agent, paying agent and transfer agent

By:

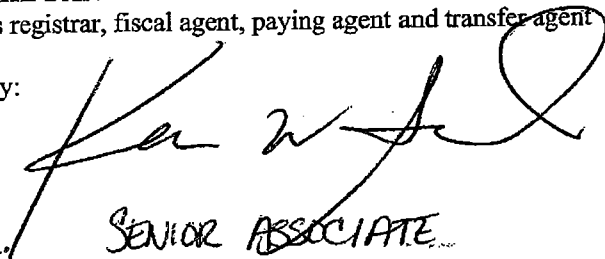
SIGNATORIES

GOVERNMENT OF BARBADOS

By:

THE BANK OF NEW YORK MELLON
as registrar, fiscal agent, paying agent and transfer agent

By:

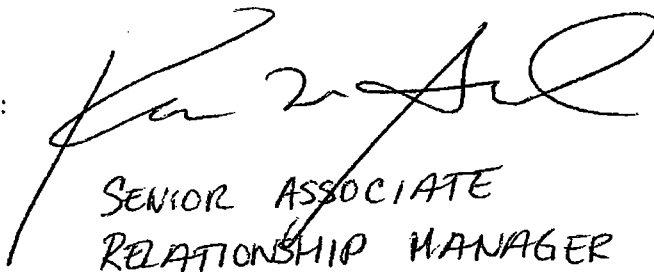


SENIOR ASSOCIATE
RELATIONSHIP MANAGER

For the purposes of Article 1 of the Protocol annexed to the Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters signed at Brussels on 27 September 1968, the undersigned expressly and specifically agrees in the terms of Clause 15.2 (*Jurisdiction of the English Courts*).

THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A.
as paying agent and transfer agent

By:



Handwritten signature in black ink, appearing to be 'K. R. A.', written over the typed title.

SENIOR ASSOCIATE
RELATIONSHIP MANAGER