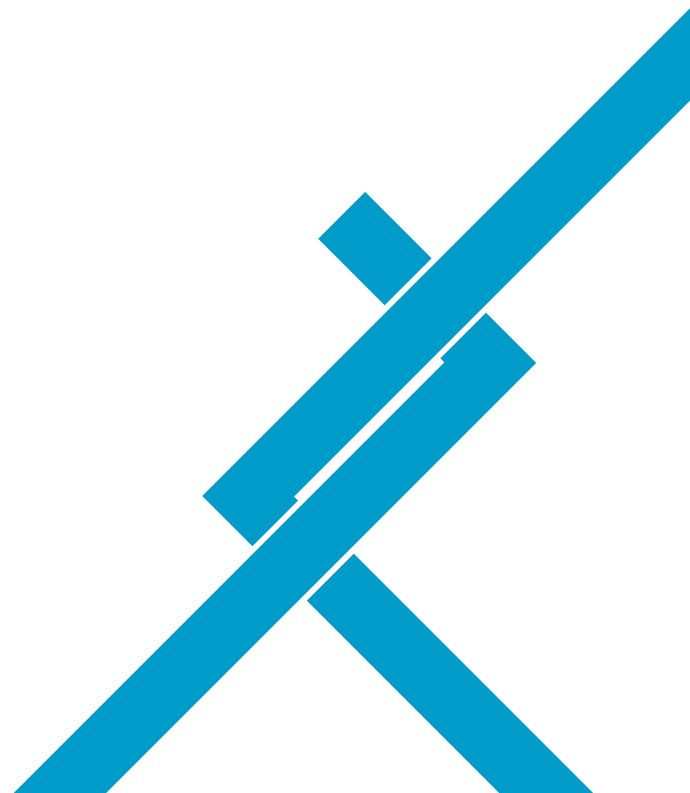


Republic Financial Holdings Limited

**OFFER AND TAKE-OVER
BID CIRCULAR**



9th May, 2016

OFFER AND TAKE-OVER BID CIRCULAR

BY

REPUBLIC FINANCIAL HOLDINGS LIMITED

**A company incorporated in the Republic of Trinidad and Tobago under the provisions of
the Companies Act Chap 81:01 of the Revised Laws of Trinidad and Tobago**

TO

THE REGISTERED SHAREHOLDERS

OF

REPUBLIC BANK (GRENADA) LIMITED

**OFFER TO ACQUIRE ALL THE REMAINING 735,350 ISSUED ORDINARY
SHARES IN REPUBLIC BANK (GRENADA) LIMITED AT XCD \$45.00 PER SHARE.**

N.B. THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IT IS MADE PURSUANT TO SECTION 142 (1) OF THE SECURITIES ACT CAP. 299A AND THE SECURITIES (PROSPECTUS) REGULATIONS 2001 OF THE LAWS OF GRENADA AND A COPY HAS BEEN DELIVERED TO THE EASTERN CARIBBEAN SECURITIES REGULATORY COMMISSION IN ACCORDANCE WITH THE SAID REGULATIONS.

IF YOU DO NOT UNDERSTAND ANY PART OF THE DOCUMENT OR YOU ARE IN DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR BROKER DEALER, BANKER, ATTORNEY-AT-LAW, ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR IMMEDIATELY.

IF YOU HAVE SOLD ALL YOUR ORDINARY SHARES IN REPUBLIC BANK (GRENADA) LIMITED, YOU ARE REQUESTED TO HAND THIS DOCUMENT AND THE ACCOMPANYING FORM(S) TO THE BROKER DEALER OR OTHER AGENT THROUGH WHOM THE SALE WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER.

ALL CORRESPONDENCE OR QUERIES IN CONNECTION WITH THIS DOCUMENT SHOULD BE ADDRESSED TO:-

REPUBLIC FINANCIAL
HOLDINGS LIMITED
REPUBLIC HOUSE
9-17 PARK STREET
PORT OF SPAIN
TRINIDAD AND TOBAGO

OR

ECFH GLOBAL INVESTMENT
SOLUTIONS LIMITED
MAURICE BISHOP HIGHWAY
GRAND ANSE
ST. GEORGE
GRENADA, WEST INDIES

The procedure for acceptance is set out on Page 16.
Acceptances should be received by 3:00 p.m. on 10th June, 2016

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DEFINITIONS

AFFILIATE

In relation to a company (“F”) means

- (a) a company which is or has at any relevant time been
 - (i) a holding company or subsidiary of F;
 - (ii) a subsidiary of a holding company of F; or
 - (iii) a holding company of a holding company or a subsidiary of a subsidiary of F;
- (b) any company over which F has control
- (c) any company over which F and any person associated with F has control;
- (d) any company which has common ownership with F; or
- (e) any company which has the same beneficial owner and share common management and interlinked business with F;

and “affiliation” shall be construed accordingly.

ASSOCIATE

When used to indicate a relationship with any person means—

- (a) a company or body corporate of which that person beneficially owns or controls, directly or indirectly, shares or debentures convertible into shares, that carry more than twenty per cent of the voting rights—
 - (i) under all circumstances,
 - (ii) by reason of the occurrence of an event that has occurred and is continuing, or
 - (iii) by reason of a currently exercisable option or right to purchase those shares or those convertible debentures;
- (b) a partner of that person acting on behalf of the partnership of which they are partners;
- (c) a trust or estate in which that person has a substantial beneficial interest or in respect of which he or she serves as a trustee or in a similar capacity;
- (d) a spouse of that person;
- (e) a child whether born in or out of wedlock, a step-child or an adopted child of that person; and
- (f) a relative of that person or of his or her spouse if that relative has the same residence as that person;

XCD	Eastern Caribbean Dollars
BUSINESS DAY	A day other than a Saturday, a Sunday or a public holiday in the territories of Grenada or St. Kitts and Nevis.
CLOSING DATE	The 10 th June, 2016 or if the Offer is varied not less than 14 days from the date of posting written notification of the revision to shareholders.
OFFER PERIOD	The period commencing on 11 th May, 2016 and ending on whichever is the latest of: <ul style="list-style-type: none"> (a) 10th June, 2016 (b) the date on which the OFFER lapses, and (c) the date on which the OFFER, having become unconditional in all respects, shall cease to be open for acceptances.
OFFER PRICE	XCD 45.00
OFFEREE	Republic Bank (Grenada) Limited
OFFEROR	Republic Financial Holdings Limited
OFFICER	<ul style="list-style-type: none"> (a) a chief executive office, chief operating officer, president, vice-president, corporate secretary, treasurer, chief financial officer, chief accountant, chief auditor, chief investment officer, chief compliance officer or chief risk officer (b) any other individual designated as an officer by its articles of incorporation or continuance, by-laws or other constituent document, or resolution of the directors or members; or (c) any other individual who performs functions similar to those performed by a person referred to in paragraph (a), whether or not the individual is formally designated as an officer.
RBGL	Republic Bank (Grenada) Limited
RBGL SHARES	Ordinary Shares of no par value
REPUBLIC	Republic Financial Holdings Limited
REPUBLIC GROUP or THE GROUP	Republic Financial Holdings Limited and its domestic and overseas subsidiaries
REPUBLIC SHARES	Ordinary shares of no par value of REPUBLIC
THE EASTERN CARIBBEAN SECURITIES EXCHANGE	The Eastern Caribbean Securities Exchange established under the Securities Act Cap. 299A

THE GOVERNMENT

The Government of Grenada

THE OFFER

The Offer set out in this document

THE REGULATOR

The Eastern Caribbean Securities Regulatory Commission
established under the Securities Act Cap. 299A

TTS

Trinidad and Tobago Dollars

US\$

United States Dollars

FORMAL LETTER OF OFFER

DATE: 9th May, 2016

TO: THE REGISTERED SHAREHOLDERS OF RBGL

Dear Shareholder,

OFFER BY REPUBLIC FINANCIAL HOLDINGS LIMITED FOR THE ORDINARY SHARES OF RBGL

1. INTRODUCTION

In July 1992, REPUBLIC purchased 51% of the issued share capital in RBGL, formerly the National Commercial Bank of Grenada Limited (NCB) from the Government of Grenada. Prior to this acquisition, REPUBLIC held no shares in RBGL. Since then REPUBLIC has not purchased any more shares.

On 26th January, 2016, the Board of Directors of REPUBLIC gave approval for REPUBLIC to make an offer for at least 90% of the remaining shares of RBGL, at a price of EC \$45.00 per share.

On 27th April , 2016, the Eastern Caribbean Central Bank approved under Section 32 of the Banking Act, 2015 of the Laws of Grenada, the acquisition by REPUBLIC of the remaining 49% of the share capital of RBGL.

In accordance with the provisions of the Securities Act Cap.299A, the Banking Act No. 15 of 2015 and the Companies Act Cap. 58A of the Laws of Grenada, REPUBLIC is now pleased to extend an invitation to the shareholders of RBGL to tender their Ordinary Shares at the Offer Price.

Please read this letter carefully.

2. THE OFFER

REPUBLIC hereby offers to acquire on and subject to the terms and conditions set out in this Offer Document **the Ordinary Shares of RBGL at a per share price of XCD \$45.00.**

The advisers involved in the Offer include Ernst & Young (as Corporate Finance Consultants), ECFH Global Investment Solutions Limited (as Lead Broker Dealer) and Wilkinson, Wilkinson & Wilkinson (as Legal Advisers).

3. TERMS AND CONDITIONS OF THE OFFER

a) Terms

The RBGL Shares are to be acquired free from all liens, charges and encumbrances whatsoever and with all rights attaching thereto as at 9th May, 2016 including the right to all dividends and other distributions thereafter declared, paid or made thereon except that shareholders shall be entitled to any final dividend declared, paid or made in respect of the financial year ended 30th September, 2015.

b) Conditions

This Offer is made without conditions except the condition that it may be withdrawn where:

- (a) 90% of the shares that are outstanding and not already owned are not tendered;
- (b) the Government, a Government Agency, the Regulator or such other regulatory body moves to prevent REPUBLIC from proceeding or to alter the status of RBGL materially; or
- (c) a natural disaster or the directors of RBGL intervene between the making of the Offer and the Closing Date to materially change the value or nature of RBGL.

REPUBLIC reserves the right to waive condition (a) or (c) above in whole or in part.

The latest date on which the Offer can become unconditional is the Closing Date.

If the Offer is accepted by the holders of not less than 90% of the shares to which this Offer relates, other than shares held at the date of the Offer by or on behalf of REPUBLIC, an affiliate or associate of REPUBLIC, REPUBLIC intends to exercise its right under Section 202 of the Companies Act, Cap. 58A of the Laws of Grenada to compulsorily acquire the shares of the shareholders who do not accept the Offer.

4. INFORMATION RELATING TO REPUBLIC

In 1972 REPUBLIC (under its original name of Barclays Bank of Trinidad and Tobago Limited) took over the business and undertaking of Barclays Bank in Trinidad and Tobago which in turn had taken over the operations of Colonial Bank, the first commercial bank to set up operations in Trinidad and Tobago. REPUBLIC and its predecessors have therefore been in continuous operation in Trinidad and Tobago for 175 years since 1837.

A restructuring of REPUBLIC was undertaken in 2015 whereby a Holding Company was formed by the transfer to and the vesting into Republic Finance and Merchant Bank Limited (a wholly owned subsidiary) of the banking undertaking of Republic Bank Limited in accordance with section 89 of the Financial Institutions Act of Trinidad and Tobago Chap 79:09. Republic Bank Limited was renamed Republic Financial Holdings Limited.

REPUBLIC holds a predominant position in asset size and profitability in the banking industry in Trinidad and Tobago. For the year ended September 30, 2015 total assets amounted to over TT\$65.99 billion (US\$10.48 billion). Net profit after taxation and minority interests reached TT\$1.237 billion (US\$196.45 million) with earnings per share being TT\$7.59 (US\$1.21). Total dividends for the year ended September 30, 2015 was TT\$4.35 (US\$0.69) per share, which was an increased payment in comparison to the previous year.

Subsidiaries

REPUBLIC, along with its seventeen subsidiaries and three associated companies, provide a complete range of commercial banking and related services. These include investment banking, mortgage financing, securities trading and related activities, trustee services, credit card operations, foreign exchange and trade finance services as well as deposit taking and lending operations. Through subsidiaries and associated companies, REPUBLIC has operations domiciled in Barbados, the Cayman Islands, Ghana, Suriname, Grenada, Guyana and St. Lucia in addition to Trinidad and Tobago.

	% owned by REPUBLIC	% owned by Affiliate of REPUBLIC
Trinidad and Tobago		
Republic Bank Limited formerly Republic Finance and Merchant Bank Limited (Fincor) <i>Commercial Bank</i>	100%	
Republic Securities Limited <i>Securities Brokerage Company</i>	100%	
London Street Project Company Limited <i>Facilitate Financing of Property Development Projects</i>		100% (Republic Bank Ltd)
Republic Investments Limited <i>Investment Management Company</i>		100% (Republic Bank Ltd)
Republic Wealth Management Limited <i>Investment Management Company</i>		100% (Republic Bank Ltd)

Barbados		
Republic Bank Trinidad and Tobago (Barbados) Limited <i>Offshore Bank</i>	100%	
Republic Bank (Barbados) Limited <i>Commercial Bank</i>	100%	
Republic Finance and Trust (Barbados) Corporation <i>Financial Institution</i>		100% (Republic Bank (Barbados) Ltd)
Cayman Islands		
Republic Bank (Cayman) Limited <i>Offshore Bank</i>		100% (Republic Bank T&T (Barbados) Ltd)
Republic Insurance Company (Cayman) Limited <i>Insurance Company</i>	100%	
Grenada		
Republic Bank (Grenada) Limited <i>Commercial Bank</i>	51%	
Guyana		
Republic Bank (Guyana) Limited <i>Commercial Bank</i>	51%	
St. Lucia		
Republic Caribbean Investments Limited <i>Investment Company</i>		100% (Republic Bank Ltd)
Atlantic Financial Limited <i>Offshore Bank</i>		100% (Republic Bank Ltd)
Republic (Suriname) Holding Limited <i>Financial Holding Company</i>		100% (Republic Bank Ltd)
Ghana		
HFC Bank (Ghana) Limited <i>Commercial Bank</i>	57%	
Suriname		
Republic Bank (Suriname) N.V <i>Commercial Bank</i>		100% (Republic (Suriname) Holding Ltd)

REPUBLIC has holdings in three (3) associated companies which offer related services and products in Trinidad and Tobago and St. Lucia.

Trinidad and Tobago

Infolink Services Limited 25%
Financial Transactions Switching Company

G4S Holdings (Trinidad) Limited 24.5 %
Security Company

St. Lucia

East Caribbean Financial Holding Company Limited 19.3%
Provider of Financial Services

5. INFORMATION RELATING TO RBGL

The National Commercial Bank of Grenada Limited (NCB) was established in October 1979 with the first branch opening in Grenville; a year later the Head Office would be relocated to St. George's. In July 1992, the Trinidad and Tobago based REPUBLIC bought 51% of shares in the Bank from the Government of Grenada, effectively providing the perfect platform upon which REPUBLIC could afford its cutting-edge products and services to Grenada.

RBGL, led by Managing Director, Keith A Johnson employs over 200 persons from around the tri-island state of Grenada, Petite Martinique and Carriacou. In 2005, RBGL had grown from an asset base of just XCD1 million in 1979 to an asset base of over XCD 639 million. After tax profit, at the end of the September 2015 financial year, was EC\$3.353M. The figure represents an increase of EC\$3.28M or 4,620% over 2014's profits of EC\$0.071M, taking into account the effects of the Government of Grenada Debt Restructure which was brought on by a decade of tough economic conditions since Hurricanes Ivan and Emily in 2004 and 2005 respectively. RBGL is represented in Grenada with six branches dispersed across the tri-island state.

Subsidiaries

RBGL has no subsidiaries

RBGL's PERFORMANCE AFTER REPUBLIC'S INVOLVEMENT

REPUBLIC's involvement in RBGL over the past twenty three (23) years has yielded many benefits to the bank, its customers and the Grenada society:

- Development of capital market and investment activity;
- Small business development through loans and support services;
- Training and human resource development;
- Stimulate competition in the market;
- Corporate Social Responsibility through the Power To Make A Difference Foundation; and
- Partnership with a strong financial institution that would redound to the overall improved performance of RBGL.

The additional acquisition by REPUBLIC of the shareholdings in RBGL will only serve to increase these benefits to all stakeholders and reconfirm REPUBLIC's commitment to Grenada

and to RBGL. See Section “Plans following the Offer” (at page 22) which provides details on REPUBLIC’s intentions following the acquisition.

RBGL Financial Performance for the Year Ended 30 September 2015

The Operating Environment

The operating environment in 2015 was challenged with some signs of improvement emerging during the latter half of the reporting period, though the recovery was still not strong. The Grenada economy recorded GDP growth of 2.6% in 2014 following growth of 3.1% in 2013. The International Monetary Fund (IMF) expects economic activity to continue to expand and growth of 1.6% was predicted in 2015, representing a slowdown from the preceding years. In 2016, the economy still faces severe challenges, with contracting credit growth, excess liquidity, and high unemployment (reported at 28.9% as at October 2014), especially among the youth.

RBGL, reflecting the constraints of the economic environment, continued to experience low loan demand, high excess liquidity and declining yields.

YEAR ON YEAR SNAPSHOT OF RBGL’s OPERATIONS

All figures in XCD millions

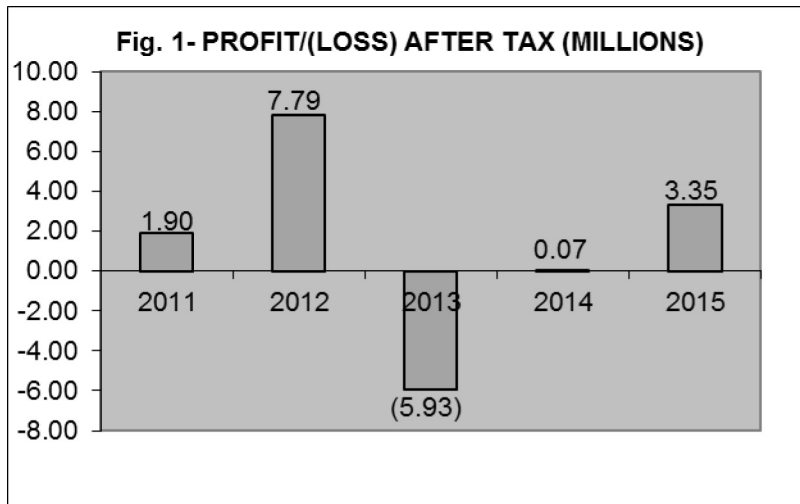
	2015	2014	Change	% change
Profitability				
Core profit/(loss) before taxation and provisioning	7.431	7.656	(0.225)	(2.94)
Provision for loan losses	3.466	7.196	(3.730)	(51.84)
Profit/(loss) before taxation	3.965	0.460	3.505	(762.00)
Profit/(loss) after taxation	3.353	0.071	3.282	(4,622.54)
Balance Sheet				
Total assets	844.9	808.2	36.7	4.54
Total advances	476.9	476.3	0.6	0.13
Total deposits	728.6	684.1	44.5	6.51
Shareholders' equity	93.2	91.5	1.7	1.86

See Appendix 1 – “Financial Information – RBGL” which contains the full five (5) year financial summary.

Statement of Income Review

Financial Summary

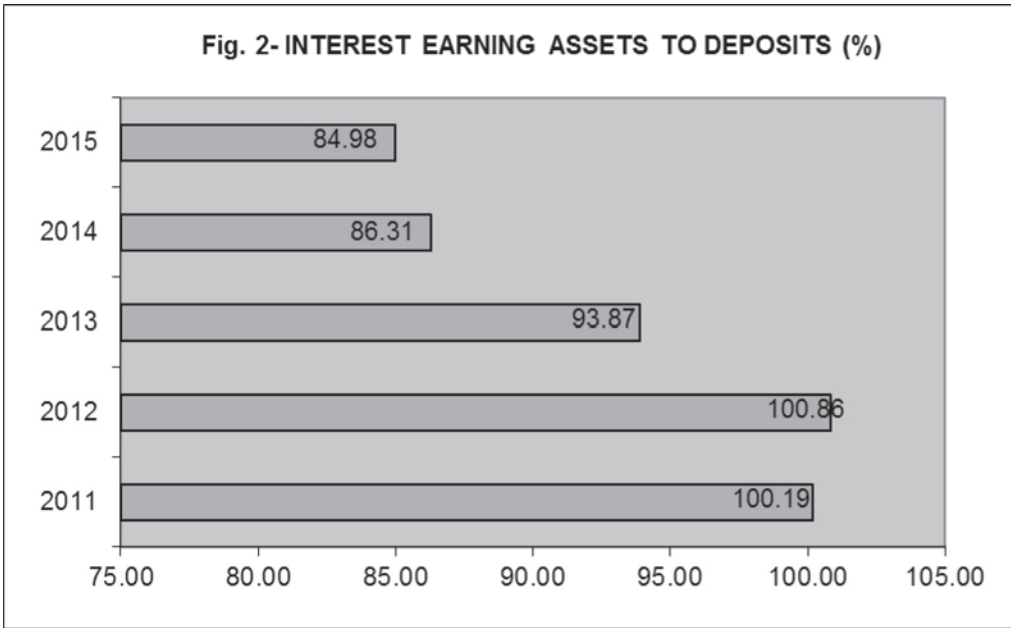
For the year ending September 30, 2015 the Bank recorded profit after tax of \$3.353 million an increase of \$3.282 million from the \$0.071 million recorded in 2014 (shown in Fig. 1 below). This was primarily the result of a reduction in loan impairment expense. In such an uncertain economic environment, the sustainability of the profit numbers are impacted.



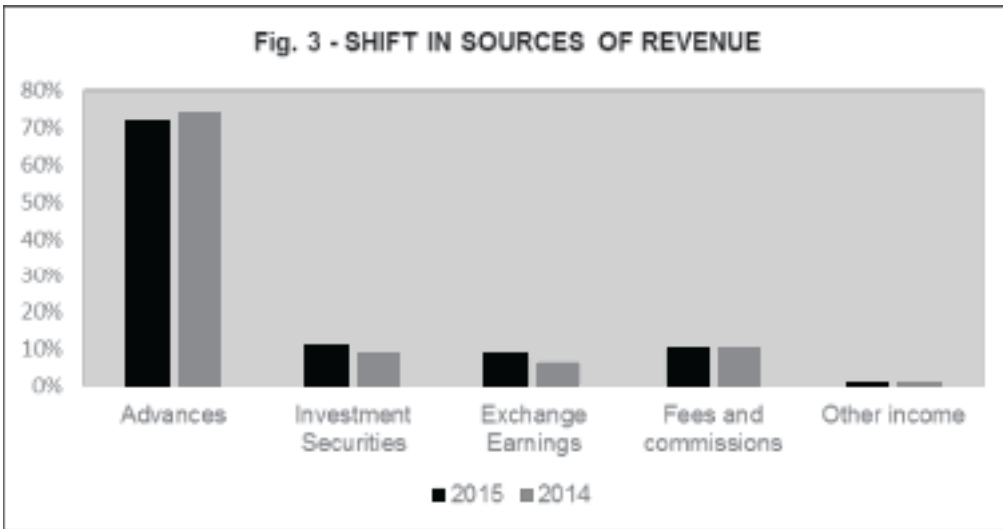
Net Interest and Other Income

Net interest income increased by 1.83% or \$0.553 million to \$30.792 million from the \$30.239 million recorded in 2014. Although deposits grew by \$44.5 million, interest expense decreased by \$1.907 million, due to the reduction in the minimum interest rate on savings accounts effective May 2015. Interest on Investments also improved, by \$0.850 million, in line with the growth in that portfolio. However, these gains were partly off-set by a reduction of \$2.361 million in interest income on loans, which resulted from declining yields, as competitive pressures intensified.

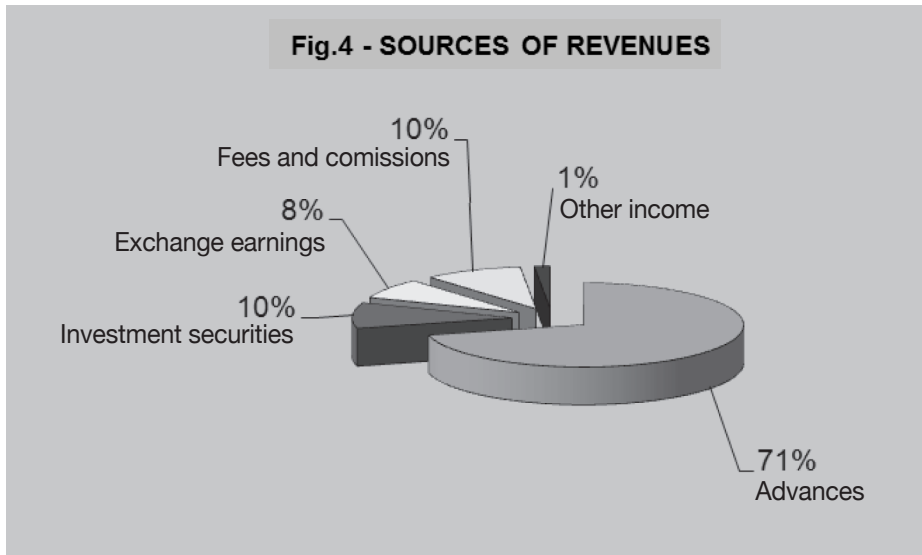
The ratio of interest earning assets to customer deposits (shown in Fig. 2 below) reduced to 84.98% as the growth in bank deposits continued to outpace the rate of new investment opportunities, in an environment where loans growth has been flat to negative. During the period RBGL secured investments totaling 69.44% of the increase in deposits.



RBGL experienced a shift in revenue sources between 2014 and 2015 (shown in Fig. 3 below). Declining loan yields resulted in diminished earnings from the main revenue source (Advances). This was offset by an improvement in foreign exchange trading, and RBGL's business development strategy employed during loan campaigns, when concessions were made on fees.



The make-up of RBGL's revenue sources as at September 2015 are shown below in Fig.4. Advances are by far the largest class accounting for over 70% of the revenue source.



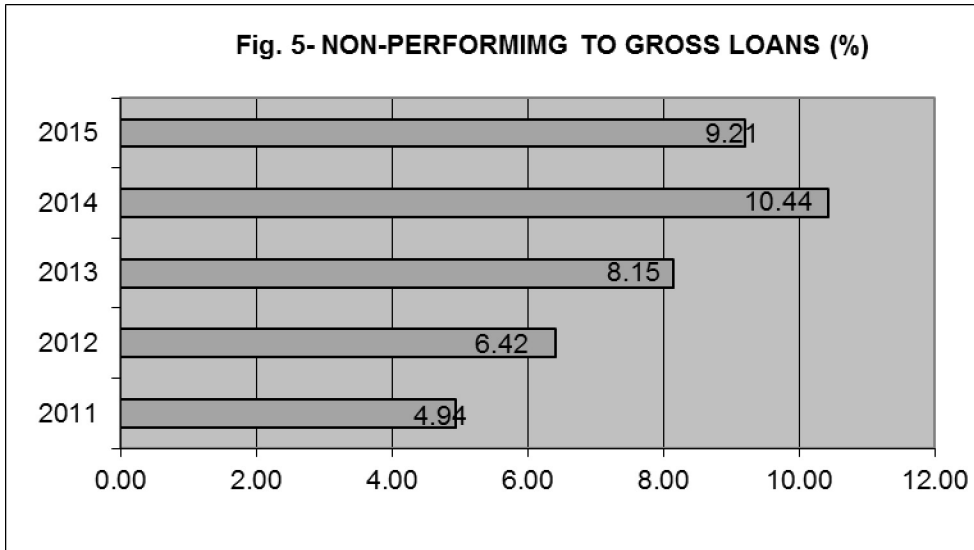
Sources of Revenue as at September 2015

Balance Sheet

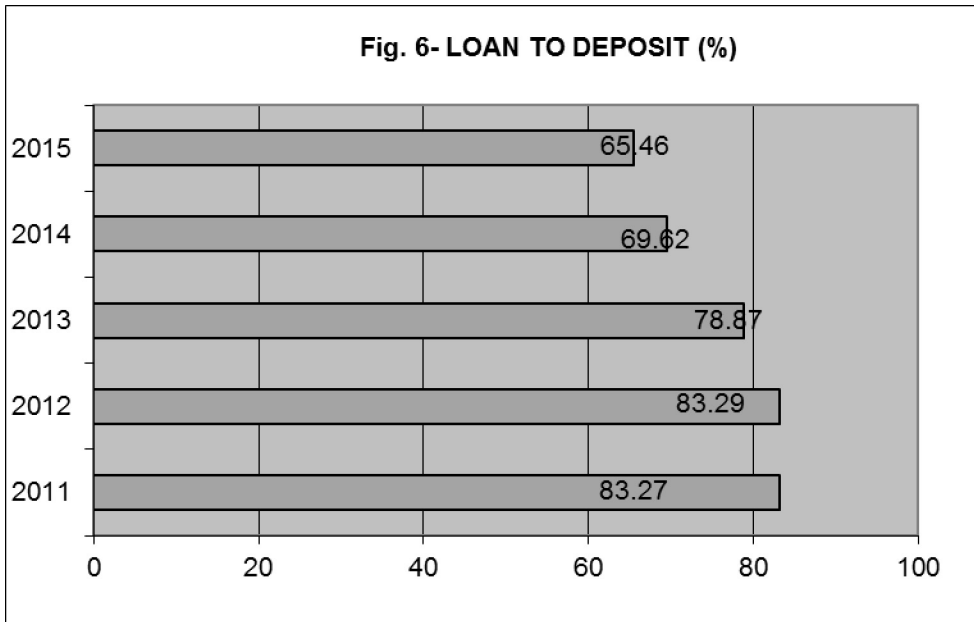
As at September 30, 2015, total assets increased by 4.54% or \$36.7 million to \$844.9 million (2014: \$808.2 million). While the loans portfolio was virtually flat (increase by 0.13%) during fiscal 2015, both the Bank and the market experienced decreases (1.93% and 4.21%, respectively) during the period July 2014 to July 2015, according to latest market data, reflecting the weak loan demand persisting in the sector.

Investments, however, increased by 27.76% or \$30.9 million, primarily due to investments from international markets. This growth in the portfolio was funded by the \$44.5 million (or 6.51%) increase in deposits.

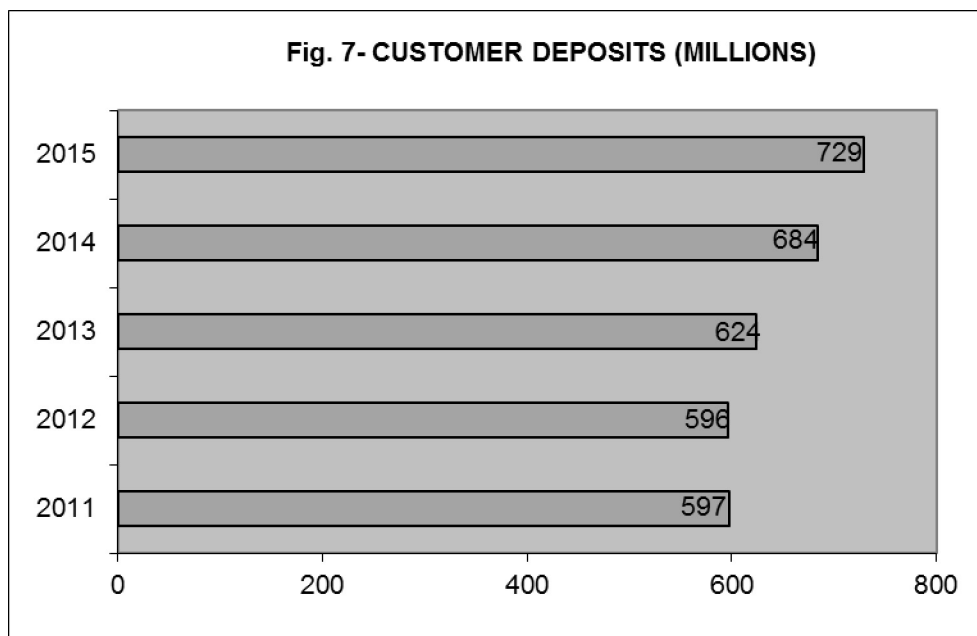
RBGL continues in its efforts at maintaining quality in its loans portfolio, and to reducing its non-performing segment. Fiscal 2015 saw some degree of success, as the ratio of non-performing loans to gross loans decreased from 10.44% at the end of fiscal 2014 to 9.21% as at September 2015 (shown in Fig. 5 below). Through rigorous collection efforts, the portfolio itself was reduced by \$5.580 million or 11.4%; although, the Bank's ratio is still above the ECCB's benchmark of 5%. The bank continues to focus efforts on satisfying the Central Bank's prudential guidelines within the next few years, taking account of the economic challenges which persist.



The RBGL Loans to deposits ratio reduced to 65.46% (2014: 69.62%) again reflecting weak loan demand, compounded by a growing deposits portfolio. (Shown in Fig. 6 below)



Customer deposits at RBGL increased by \$44.506 million or 6.51% to \$728.603 million compared to \$684.097 million in 2014. (See Fig. 7 below)



Regulatory Capital

RBGL's policy is to maintain a prudent relationship between capital resources and the risks of its underlying business. Shareholders' equity stood at \$93.198 million as at September 30, 2015. RBGL's dividend policy is to distribute 40 percent to 50 percent of its net earnings to shareholders. A dividend of XCD 2.35 per share and XCD 0.90 per share were paid in 2012 and 2011 respectively. No dividends were paid to shareholders for the years 2013 and 2014. Based on the results for 2015, a dividend of XCD1.00 per share was paid. RBGL has provided no forecasts on dividend payment over the next two (2) years.

Capital adequacy is monitored by employing techniques based on the guidelines developed by the Basle Committee on Banking Regulations and Supervisory Practice (the Basle Committee), as implemented by the Eastern Caribbean Central Bank for supervisory purposes. The risk-based capital guidelines require a minimum of core capital (Tier 1) to risk-weighted assets of 4%, with a minimum total qualifying capital to risk-weighted assets of 8%. At September 30th 2015, RBGL exceeded the minimum levels required with Tier 1 capital to risk-weighted assets of 14.48% and total qualifying capital to risk-weighted assets of 15.64 %; these ratios exceeded the stipulated Eastern Caribbean Central Bank prudential minimum capital requirements of 4% and 8%, respectively as well as the Bank's internal benchmark of 12%.

6. REASONS FOR THE OFFER AND BENEFIT TO RBGL'S SHAREHOLDERS

REPUBLIC's increased footprint in Grenada is a clear signal of the Group's confidence in the economic fundamentals of the Grenada economy despite difficult economic times. REPUBLIC views Grenada as a critical part of its overall strategy to become a regional banking Group. Its increased ownership will facilitate REPUBLIC's investment in human capital, the plant, the information technology infrastructure and the overall growth and development of RBGL. The many initiatives that have been started by REPUBLIC over the past twenty three (23) years will continue and will advance the development of RBGL and the financial sector in Grenada.

The RBGL shareholder who accepts this Offer will benefit from the opportunity to re-invest in other securities. With the liquidity presented in this offer, RBGL shareholders have the option of investing in alternate investments.

The Offer Price is based primarily on our best estimate of the intrinsic value of RBGL, while taking into account the prevailing market price for the publicly traded company. The methods of valuation included utilizing the expectation of future cash flows discounted at various ranges for cost of equity, comparing trading multiples of similar institutions across the regional stock exchanges and other quantitative and qualitative approaches. The fundamental drivers of the cash flows at a macro level are the current state of the Grenada economy (current and future) and at the RBGL level, the growth potential based on a three year strategic plan.

7. **CONSIDERATION OF THE OFFER**

We believe that our Offer of XCD 45.00 per share unit is full and fair and you should consider it. You may accept the Offer by completing and returning the enclosed Form of Acceptance to arrive not later than 3:00 p.m. on 10th June, 2016 in accordance with the instructions set out below.

Independent confirmation is enclosed herewith at Schedule A that REPUBLIC has the sufficient resources available to satisfy full acceptance of the Offer.

8. **PROCEDURE FOR ACCEPTING THE OFFER**

To accept the Offer you should complete and sign the Form of Acceptance enclosed herewith in accordance with the instructions printed thereon and send or take this, as soon as possible but in any event so as to arrive no later than 3:00 p.m. on 10th June, 2016 to:

- (a) ECFH GLOBAL INVESTMENT SOLUTIONS LIMITED

Maurice Bishop Highway

Grand Anse

St. George

Grenada or

- (b) any branch of Republic Bank (Grenada) Limited or

- (c) Republic Bank (Grenada) Limited

Republic House

Maurice Bishop Highway

Grand Anse

St. George

Grenada, West Indies

For your guidance only we have also (*at pages 34 to 37*) attached a specimen Form of Acceptance for RBGL Shares. If you have any difficulty in completing these Forms, you should consult your broker dealer, accountant, bank manager, attorney, or other professional advisor for assistance.

The consideration payable under the terms of the Offer will not be paid until all relevant documents or satisfactory declarations and indemnities in lieu thereof are received. No acknowledgement of acceptances will be issued.

9. SETTLEMENT

Provided the Form of Acceptance and/or any other document(s) of title are in order and subject to the obtaining of the necessary Eastern Caribbean Central Bank approval under the Banking Act, the consideration for the RBGL Shares tendered and accepted and not withdrawn will be issued to you or as you may in writing direct, within thirty (30) days immediately following the date on which the Offer expires. The settlement cheque will be sent by post to the registered address of the person entitled to receive the same at the risk of such person or deposited into the account as specified in the Form of Acceptance or by such other means as prescribed by the Eastern Caribbean Central Securities Registry.

The Eastern Caribbean Central Securities Registry is the paying agent in respect of the Offer and has its registered address at P.O. Box 94, Bird Rock, Basseterre, St.Kitts.

10. FURTHER TERMS OF THE OFFER

References to the Offer in this formal Letter of Offer and the Form of Acceptance shall include any revision or extension of the Offer.

a) Extension of Acceptance Period

- (i) Although no revision of the Offer is contemplated:
 - (a) If the Offer (which expression, unless the context otherwise requires, includes any revised or extended Offer) should be varied in any material respect, the Closing Date of the Offer shall be extended for at least fourteen (14) days from the date of posting written notification of the revision to shareholders and, save as otherwise mentioned in such revised Offer, will, *mutatis mutandis*, be subject to the terms and conditions contained in this Document; and
 - (b) in any case where the revised consideration represents on such date an improvement in value on the consideration previously offered, the benefit of the revised Offer will be made available to acceptors of the Offer or of any previous revision thereof, who have not withdrawn such acceptances prior to the expiry date, and for such purpose the execution of or on behalf of a previous acceptor of any Form of Acceptance shall be deemed to constitute on behalf of any such acceptor an acceptance of the Offer as so revised.
- (ii) The Offer will lapse if all the conditions of the Offer (so far as not waived by REPUBLIC) are not fulfilled by the latest of the following dates:
 - (a) 10th June, 2016; or
 - (b) such later date as REPUBLIC specifies, should the Offer be revised, in the document communicating such revised Offer in accordance with (i) (a) above; or
 - (c) such later date as REPUBLIC may decide with the consent of the Regulator.

Except with the consent of the Regulator, the Offer will not be kept open after the expiry of sixty (60) days from the date of the posting of the initial Offer unless it has previously become unconditional.

b) Announcements

- (i) In this Offer, references to the making of an announcement include the release of an announcement by advertising agents to the press in Grenada and other ECCU member territories. An announcement made otherwise than to the Eastern Caribbean Securities Exchange shall be notified simultaneously to the Eastern Caribbean Securities Exchange. In computing the number of RBGL Shares represented by acceptances, there may, at the discretion of REPUBLIC, be included or excluded, for announcement purposes, acceptances not in all respects in order including acceptances not accompanied by the relevant document(s) of title or which are subject to verification.
- (ii) REPUBLIC will announce (and simultaneously inform the Eastern Caribbean Securities Exchange) within 1 business day after the Closing Date, whether REPUBLIC is proceeding with the offer or whether there is an unfulfilled condition which is being invoked in order to withdraw the offer and return the shares, where applicable. REPUBLIC shall state the total number of RBGL Shares and rights over such RBGL Shares (as nearly as is practicable)
 - (a) for which acceptances of the Offer have been received;
 - (b) which have been acquired or agreed to be acquired by or on behalf of REPUBLIC during the Offer Period otherwise than by acceptances of the Offer;

and shall specify the percentage of RBGL Shares represented by these figures.

Any decision to extend the time or date by which the conditions as to acceptances set out above have to be fulfilled may be made at any time up to, and will be announced not later than 9:30 a.m. on the relevant day and the announcement will state the next expiry time and date.

c) Rights of Withdrawal

Shareholders who have tendered their RBGL Shares in response to the invitation by REPUBLIC shall have the right to withdraw their shares up to the Closing Date or any extension thereof. Any withdrawal after the Closing Date or any extension thereof will not be accepted.

d) Payment for the shares

If REPUBLIC elects to complete the purchase, take up and payment of the shares will be made within thirty (30) days of the closing of the Offer

e) General

- (i) Accidental omission to dispatch the Offer or the Form of Acceptance or any other document to any person to whom the Offer is made shall not invalidate the

Offer in any way. All documents dispatched will be sent personally or by prepaid post to the last known address at the risk of the persons entitled thereto.

- (ii) Acceptance of the Offer will be deemed to constitute a warranty by the relevant accepting RBGL shareholder that the RBGL Shares in respect of which the Offer is accepted are sold by him free from all liens, charges and encumbrances whatsoever, and together with all rights attaching thereto.
- (iii) Except with the consent of the Eastern Caribbean Securities Exchange, settlement of the consideration to which any RBGL shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which REPUBLIC may otherwise be or claim to be entitled as against any such shareholder.
- (iv) The instructions and authorities contained in the enclosed Form of Acceptance constitute part of the terms of the Offer.
- (v) A Form of Acceptance accompanied by an endorsement signed on behalf of a shareholder by a bank or broker dealer to the effect that the RBGL Shares referred to therein are available for acceptance shall be treated as valid in all respects.
- (vi) REPUBLIC shall be entitled to direct the exercise of any votes attaching to any RBGL Shares in respect of which the Offer has been accepted or deemed to be accepted and any other rights and privileges attaching to such RBGL Shares, including the right to requisition a General Meeting of RBGL, and execution of a Form of Acceptance will constitute an authority and request to RBGL from the relevant shareholder to send any notice which may be required to be sent to him as a member of RBGL to REPUBLIC at its registered office, and an authority to REPUBLIC to sign any consent to short notice of a General Meeting on behalf of him and/or to execute a form of proxy in respect of such RBGL Shares appointing any person determined by REPUBLIC to attend General Meetings of RBGL or its members or any of them and to exercise the votes attaching to such RBGL Shares on his behalf.
- (vii) Such shareholder by executing the Form of Acceptance, irrevocably relinquishes the right to execute a proxy for any such General Meeting or to attend thereat, once the authority above has come into effect. Where relevant, such votes will be cast so far as possible to satisfy any outstanding condition of the Offer.
- (viii) Reference in the Offer and the Form of Acceptance to persons in the singular shall include the plural and vice versa and to the masculine shall include the feminine or neuter genders.
- (ix) The Offer and all acceptances thereof shall be governed by and construed in accordance with the Laws of Grenada.
- (x) The making of the Offer to persons not resident in or citizens of Grenada may be affected by the laws of the relevant jurisdictions. RBGL Shareholders not resident in and/or not citizens of Grenada should inform themselves about and observe and comply with any applicable legal requirements. It is the responsibility of any such shareholder wishing to accept the Offer to satisfy

himself as to the full observance of the laws of Grenada and of any other relevant jurisdictions in connection therewith, including the obtaining of any governmental or other licenses, consents or approvals which may be required or the compliance with other necessary formalities.

11. ADDITIONAL INFORMATION

The following additional information is provided.

a) Disclosure of Interest and Dealings

- (i) REPUBLIC owns or controls 764,650 RBGL Shares (51% of the issued share capital of RBGL as at 30th September, 2015). See “Principal Holders of the shares of RBGL” in the Offeror’s Offer and Take-Over Bid Circular (*at page 26*).
- (ii) Republic Bank Limited (a wholly owned subsidiary of REPUBLIC) in its capacity as a trustee is a registered holder of RBGL Shares.
- (iii) The Trustees of the RBGL Employee Stock Ownership Plan in their capacity as trustees are registered holders of 37,500 RBGL shares, which represent 2.5% of the issued shares of RBGL.
- (iv) Republic Bank Limited Staff Pension Plan owns no RBGL Shares. The Pension Plan has had no dealings in RBGL Shares.
- (v) Save and except for what has been disclosed herein no director of REPUBLIC owns controls or is interested, directly or indirectly, in any RBGL Shares or has had any dealings in RBGL Shares.
- (vi) There is cross-directorship between RBGL and REPUBLIC by one director - Ronald Harford.
- (vii) So far as the directors of REPUBLIC are aware, no person, who owns or exercises control or direction over REPUBLIC Shares carrying more than twenty-five per cent (25%) of the votes attached to REPUBLIC Shares, owns, controls or is interested in, directly or indirectly, any RBGL Shares or has had any dealings in RBGL Shares.

b) Miscellaneous

- (i) Save as disclosed herein no contract, agreement, arrangement or understanding exists between REPUBLIC or any person acting in concert with it and any of the directors of RBGL having any connection with or dependence on the Offer.
- (ii) So far as the directors of REPUBLIC are aware, there is no contract, agreement, arrangement or understanding existing whereby any RBGL shares acquired pursuant to the Offer will be transferred beneficially to any other person.

- (iii) The cost and expenses of the Offer and all matters incidental thereto are being borne by REPUBLIC.
- (iv) There are no arrangements whereby the emoluments receivable by the directors of REPUBLIC will be varied in consequence of the acquisition of the RBGL Shares and, in connection with the Offer, it is not proposed that any payment or other benefit shall be made or given to any director of RBGL as compensation for loss of office or as consideration for, or in connection with, his retirement from office.
- (v) To the knowledge of the directors of REPUBLIC, no director of REPUBLIC or of RBGL has any material interest in any contract or arrangement which is significant in relation to the business of REPUBLIC and its subsidiaries taken as a whole except in so far as they are existing shareholders and are engaged in usual business.
- (vi) So far as the directors of REPUBLIC are aware, there is no litigation or claim of material importance pending or threatened against REPUBLIC.
- (vii) So far as the directors of REPUBLIC are aware, there are no legal or arbitration proceedings, active, pending or threatened against, or being brought by, RBGL which are having or may have a significant effect on RBGL's financial position.

c) Disclosures

(i) SHARES OWNED BY REPUBLIC AND ANY ASSOCIATE OR AFFILIATE OF REPUBLIC, EACH OFFICER AND DIRECTORS OF REPUBLIC IN RBGL

The number (without duplication) and designation of shares of RBGL beneficially owned or over which control or direction is exercised by REPUBLIC and any associate or affiliate of REPUBLIC, each director and Officer of REPUBLIC and their respective Associates is as set out below:

<i>Republic Financial Holdings Limited (Offeror Company)</i>	<i>764,650 ordinary shares</i>
<i>Ronald F. deC. Harford (Director)</i>	<i>100 ordinary shares</i>

THERE ARE NO SHARES OF RBGL OWNED BY ANY DIRECTOR OR OFFICER OF REPUBLIC OR ANY ASSOCIATE OR AFFILIATE OF REPUBLIC OR ANY ASSOCIATE OR ANY DIRECTOR OR OFFICER OF REPUBLIC EXCEPT AS DESCRIBED HEREIN.

(ii) PRINCIPAL HOLDERS OF THE SHARES OF REPUBLIC

To the knowledge of the directors of REPUBLIC after reasonable inquiry, no person or company beneficially owns or exercises control or direction over shares of REPUBLIC carrying more than 25% of the votes attached to shares of REPUBLIC.

(iii) TRADING IN SECURITIES OF RBGL

During the six months preceding the date of this Offer, to the knowledge of the directors of REPUBLIC, neither REPUBLIC nor any associate or affiliate of REPUBLIC, any director or

officer of REPUBLIC or any associate of any of the directors or officers of REPUBLIC or any person who beneficially owns or exercises control or direction over shares of REPUBLIC carrying more than 25% of the votes attached to shares of REPUBLIC has traded in any RBGL Shares.

(iv) ARRANGEMENTS BETWEEN REPUBLIC AND ANY SHAREHOLDER OF RBGL

To the knowledge of the directors of REPUBLIC, there is no contract, arrangement or understanding formal or informal between REPUBLIC and any shareholder of RBGL.

(v) ARRANGEMENTS FOR PAYMENT

The shares of RBGL which are the subject of this Offer are to be paid for wholly in money and REPUBLIC has made the following arrangements to ensure that the required funds are available to take up and pay for the shares of RBGL deposited pursuant to this Offer.

The purchase will be funded by cash deposits held in the name of REPUBLIC.

(vi) ARRANGEMENTS BETWEEN REPUBLIC AND THE DIRECTORS AND OFFICERS OF RBGL

There is no contract arrangement or agreement made or proposed to be made between REPUBLIC and any of the directors of RBGL, to the knowledge of the directors of REPUBLIC, pursuant to which a payment or other benefit is to be made or given by way of compensation for loss of office or as to their remaining in or retiring from office if the Offer is successful.

(vii) DETAILS OF ANY MATERIAL BUSINESS RELATIONSHIP BETWEEN REPUBLIC AND RBGL

On 1st October 2014, REPUBLIC entered into an agreement with RBGL for the provision to RBGL of technical services.

(viii) PLANS FOLLOWING THE OFFER

REPUBLIC's strategy includes further investment into the Caribbean provided the right opportunities arise. As such REPUBLIC considers RBGL as its platform for expansion into the Eastern Caribbean. There are no immediate plans to reduce staff save through attrition. It is not the intention of REPUBLIC to make any major changes in its business, corporate structure, management or personnel. The delisting of RBGL from the Eastern Caribbean Securities Exchange will be considered at the appropriate time.

(ix) RIGHTS UNDER SECTION 202 OF THE COMPANIES ACT

REPUBLIC intends to invoke section 202 of the Companies Act, Cap. 58A of the Laws of Grenada to acquire the shares of the holders who do not accept the Offer. Any shareholder who does not accept the Offer has the right to dissent and to demand the fair value of his shares. The

dissenting shareholder will on receiving notice from REPUBLIC under section 203 of the Companies Act be required to elect to transfer his shares to REPUBLIC on the terms of this Offer or to demand payment of the fair value of his shares in accordance with sections 209 to 212 of the Companies Act by notifying REPUBLIC within twenty (20) days after the receipt of REPUBLIC's notice. If the dissenting shareholder does not so notify REPUBLIC he is presumed to have elected to transfer his shares on the terms of this Offer. The dissenting shareholder should also send his statement of account from the Eastern Caribbean Central Securities Registry to RBGL within twenty (20) days after he receives REPUBLIC's notice. If the dissenting shareholder does not send notice to REPUBLIC specifying his election to either transfer his shares to REPUBLIC on the terms of this Offer or to demand payment of the fair value, the Eastern Caribbean Central Securities Registry will cancel their entry in the name of the dissenting shareholder and RBGL will hold the money payable under this Offer in trust for the dissenting shareholder. REPUBLIC may within twenty (20) days of paying the money for the shares apply to the court to fix the fair value of the shares of the dissenting shareholder. The dissenting shareholder will be joined as a party to the action and bound by the decision of the court.

(x) THE VOLUME OF TRADING IN SUMMARY FOR THE SIX MONTHS PRECEDING THE DATE OF TAKE-OVER BID

As far as can be reasonably ascertained, the table below sets out the volume of trades in summary of RBGL for the 6 months preceding the date of the takeover:

Regular Market

MONTH	HIGH (EC \$)	LOW (EC \$)	TRADING VOLUME	CLOSING PRICE (EC \$)
November 2015	45.00	45.00	0	45.00
December 2015	45.00	45.00	0	45.00
January 2016	45.00	45.00	0	45.00
February 2016	45.00	45.00	0	45.00
March 2016	45.00	45.00	0	45.00
April 2016	45.00	45.00	0	45.00

(xi) MATERIAL CHANGES

The directors of REPUBLIC are not aware of any information that indicates any material change in the financial position or prospects of RBGL since 30th September, 2015, the date of the last published audited financial statements of RBGL, except as described herein.

d) Documents for Inspection

Photocopies of the following documents will be available for inspection at the offices of Republic Bank (Grenada) Limited during usual business hours on any workday while the Offer remains open for acceptance:

- (i) The Articles of Continuance and By-Laws of REPUBLIC
- (ii) The Articles of Amendment and By-Laws of RBGL

- (iii) REPUBLIC's Audited Financial Statements for the years ended 30th September, 2011, 2012, 2013, 2014 and 2015
- (iv) RBGL's Audited Financial Statements for the years ended 30th September 2011, 2012, 2013, 2014 and 2015

e) Market Quotations

The highest closing quotations for the ordinary shares of RBGL for each quarter from 2011 to 2015:

	RBGL Ordinary Shares (XCD)
1 st Quarter 2011	57.00
2 nd Quarter 2011	55.00
3 rd Quarter 2011	55.00
4 th Quarter 2011	55.00
1 st Quarter 2012	55.00
2 nd Quarter 2012	55.00
3 rd Quarter 2012	55.00
4 th Quarter 2012	52.50
1 st Quarter 2013	52.50
2 nd Quarter 2013	52.50
3 rd Quarter 2013	52.50
4 th Quarter 2013	45.50
1 st Quarter 2014	45.00
2 nd Quarter 2014	45.00
3 rd Quarter 2014	45.00
4 th Quarter 2014	45.00
1 st Quarter 2015	45.00
2 nd Quarter 2015	45.00
3 rd Quarter 2015	45.00
4 th Quarter 2015	45.00

12. DISCLOSURES

The following information is also provided.

(I) OWNERSHIP OF SHARES OF RBGL BY DIRECTORS AND OFFICERS OF RBGL

To the knowledge of the directors of REPUBLIC after reasonable inquiry, the number (without duplication) and designation of shares of RBGL beneficially owned or over which control or direction is exercised by each director of RBGL as at September 30th, 2015 and Officer of RBGL and by each Associate thereof is as set out below:

Mr. Keith A. Johnson	- Director	- 50 ordinary shares	(beneficial interest)
Mr. Leon D. Charles	- Director	- 200 ordinary shares	(beneficial interest)
Associate of Mr. Leon D. Charles		- 220 ordinary shares	(beneficial interest)
Mr. Derwin Howell	- Director	- 50 ordinary shares	(non-beneficial interest)
Mr. Christopher Husbands	- Director	- 300 ordinary shares	(beneficial interest)

Mr. Richard M. Lewis	- Director	- Nil *	
Ms. Leslie-Ann Seon	- Director	- 100 ordinary shares	(beneficial interest)
Ms. Isabelle S. V. Slinger	- Director	- 50 ordinary shares	(non-beneficial interest)
Mr. Graham K. Williams	- Director	- 50 ordinary shares	(non-beneficial interest)
Ms. Karen Yip Chuck	- Director	- 50 ordinary shares	(non-beneficial interest)
Mr. Ronald de.C. Harford	- Chairman	- 100 ordinary shares	(non-beneficial interest)

* Following September 30th 2015, Richard M. Lewis has acquired a non-beneficial interest in 50 shares

As of the 30th September, 2015, the issued capital of the RBGL consisted of 1.5 million ordinary shares.

TO THE KNOWLEDGE OF THE DIRECTORS OF REPUBLIC AFTER REASONABLE INQUIRY, NO DIRECTOR OR OFFICER OF RBGL AND EACH ASSOCIATE THEREOF BENEFICIALLY OWNS OR EXERCISES CONTROL OR DIRECTION OVER OR HOLDS SHARES OF RBGL, EXCEPT AS DESCRIBED HEREIN.

- (ii) Not more than 10% of RBGL shares are beneficially owned, directly or indirectly, nor is control or direction exercised over more than 10% of RBGL Shares by any director or Officer of RBGL, or, to the knowledge of the directors of REPUBLIC after reasonable inquiry, by any associate of a director or Officer of RBGL, or by any person or company acting jointly or in concert with RBGL.
- (iii) So far as the directors of REPUBLIC are aware, there is no family relationship between the Directors of RBGL as well as the corporate secretary and the Directors (*listed at page 31*).

(iv) INTENTION OF DIRECTORS OF RBGL TO ACCEPT THE OFFER

To the best knowledge and information of the directors of REPUBLIC, no director or Officer of RBGL or any Associate thereof at the date of this Circular has accepted or expressed an intention to accept the Offer in respect of RBGL.

(v) OWNERSHIP OF SHARES OF REPUBLIC BY DIRECTORS AND OFFICERS OF RBGL

The number (without duplication) and designation of shares of REPUBLIC beneficially owned or over which control or direction is exercised by each director and Officer of RBGL and by each associate thereof, to the knowledge and information of the directors and Officers of REPUBLIC as at September 30th, 2015, is as set out below:

Mr. Keith A. Johnson	- Director	- Nil
Mr. Leon D. Charles	- Director	- Nil
Mr. Derwin Howell	- Director	- 40, 287 ordinary shares
Mr. Christopher Husbands	- Director	- Nil
Mr. Richard M. Lewis	- Director	- Nil
Ms. Leslie-Ann Seon	- Director	- Nil
Ms. Isabelle S. V. Slinger	- Director	- 500 ordinary shares
Mr. Graham K. Williams	- Director	- Nil
Ms. Karen Yip Chuck	- Director	- 33, 987 ordinary shares*
Mr. Ronald F. deC. Harford	- Chairman	- 4,574 ordinary shares

*As at December 31, 2015, Karen Yip Chuck held a beneficial interest in 36,114 ordinary shares.

- (vi) Neither RBGL nor any of its directors or Officers, to the knowledge of the directors of REPUBLIC after reasonable inquiry, nor any of the Associates of such directors and officers hold more than 10% of the votes attached to the shares of REPUBLIC.
- (vii) To the knowledge of the directors of REPUBLIC after reasonable inquiry, there are no securities of REPUBLIC beneficially owned or over which control or direction is exercised by a person who beneficially owns or exercises control or direction over shares of RBGL carrying more than 10% of the votes attached to the shares of RBGL.
- (viii) There are no securities of REPUBLIC, to the best knowledge of the directors of REPUBLIC, that are beneficially owned or over which control or direction is exercised by RBGL.

(ix) **PRINCIPAL HOLDERS OF THE SHARES OF RBGL**

To the knowledge of the directors of REPUBLIC after reasonable inquiry, no person or company directly or indirectly, jointly or severally beneficially owns or exercises control or direction over or holds more than 10 % of the shares of RBGL, except as set forth below:

Name	Ordinary shares	Percentage owned%
Republic Financial Holdings Limited	764,650	51%

TO THE KNOWLEDGE OF THE DIRECTORS OF REPUBLIC AFTER REASONABLE INQUIRY, THERE ARE NO PERSONS, WHO, DIRECTLY OR INDIRECTLY, JOINTLY OR SEVERALLY, EXERCISE OR COULD EXERCISE CONTROL OVER SHARES OF RBGL CARRYING MORE THAN 5% OF THE VOTES ATTACHED TO THE SHARES OF RBGL EXCEPT AS DESCRIBED ABOVE.

(x) **DETAILS OF SERVICE CONTRACTS**

There are no service agreements or contracts between RBGL and any of its directors or Officers or between any of RBGL's Affiliates and the directors or Officers thereof and REPUBLIC or any of the directors or Officers of REPUBLIC with more than a twelve month period remaining or which cannot be terminated on three (3) months' notice or less.

(xi) **TRADING IN SECURITIES OF THE COMPANIES**

- a) To the best knowledge of the directors of REPUBLIC after reasonable enquiry, during the six (6) months preceding the date of the Offer document, none of the directors or Officers of REPUBLIC, nor any associate of the directors or Officers of REPUBLIC, nor any person who beneficially owns, exercises control or direction

over or holds more than 10% of the shares of REPUBLIC, nor any person acting jointly or in concert with the REPUBLIC, has traded in any shares of RBGL.

- b) To the best knowledge of the directors of REPUBLIC after reasonable enquiry, during the six months preceding the date of the Offer document, neither RBGL nor any of the directors or Officers of RBGL, nor any associate of the directors or Officers of RBGL, nor any person who beneficially owns, exercises control or direction over or holds more than 10% of the shares of RBGL, nor any person acting jointly or in concert with the RBGL, has traded in any shares of RBGL.
- (xii) To the best of the knowledge of REPUBLIC during the Offer period no director or Officer of RBGL intends to purchase shares of RBGL.
- (xiii) The directors of REPUBLIC are not aware of any information that indicates that the information contained in the most recent financial statements of RBGL is materially misleading because of events subsequent to its preparation.

13. FURTHER INFORMATION

Further information relating to RBGL is provided in Appendix I. This Appendix and the Form of Acceptance are part of the Offer Document.

a) Entirety of the Offer

This Offer Document constitutes the entire offer made by REPUBLIC. The shareholder of RBGL by accepting this Offer acknowledges that there has been no inducement to accept this Offer by any representation or promise made by REPUBLIC other than as contained in or related to this Offer Document.

b) Invalidity

If any provision of this Offer Document is prohibited by law or determined by a court or relevant regulatory authority to be unlawful, void or unenforceable, such provision shall to the extent required, be severed from this Offer Document and rendered ineffective as far as possible without modifying the remaining provisions of this Offer Document, and shall not in any way affect any other circumstances of or the validity or enforcement of this Offer.

c) Declaration

The contents and the sending of this Offer and Take-Over Bid Circular have been approved by the Board of Directors of REPUBLIC.

The Board of Directors of REPUBLIC further state that all directors of REPUBLIC jointly and severally,

- a) accept full responsibility for the accuracy of information contained in this document;
- b) confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in the document have been arrived at after due and careful consideration; and

- c) confirm that there are no facts not contained in the document, the omission of which would make any statement in the document misleading.

ACCEPTANCE PERIOD

ACCEPTANCES SHOULD BE RECEIVED BY 3:00 P.M. ON 10TH June, 2016.

Dated the 9th day of May, 2016.

Signed for and on behalf of
Republic Financial Holdings Limited

Ronald F. deC. Harford
Chairman.

APPENDIX I

FINANCIAL AND OTHER INFORMATION RELATING TO RBGL

A) FINANCIAL INFORMATION – RBGL

1. Share Capital

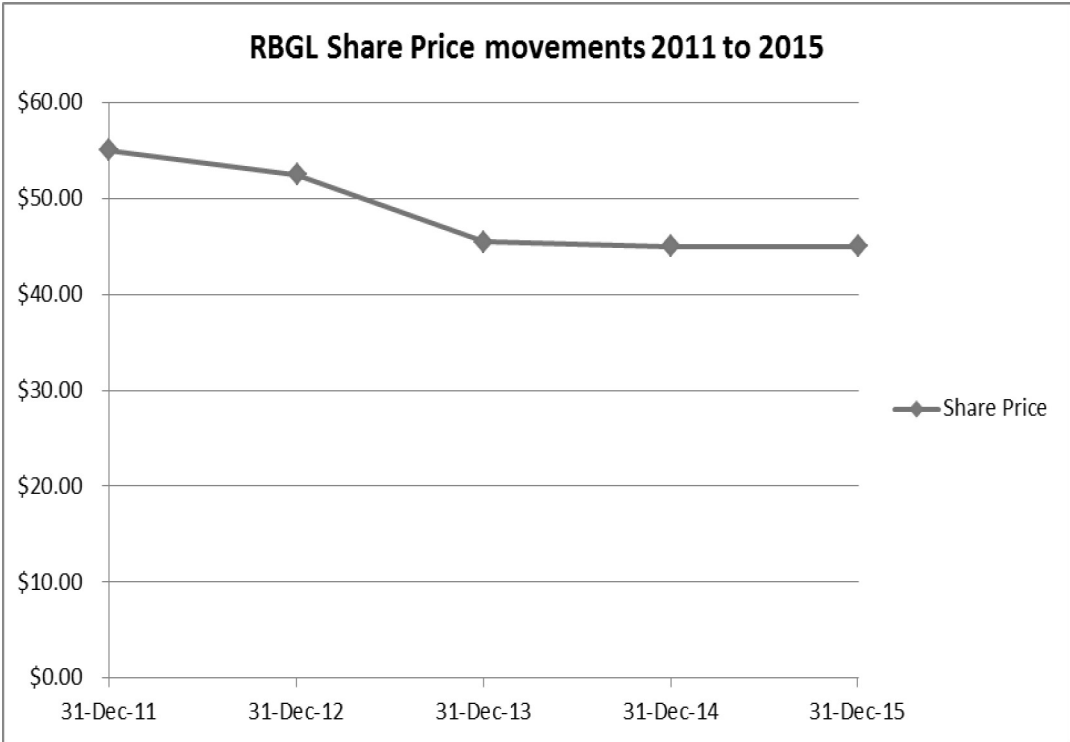
Authorised:

The Company is authorised to issue an unlimited number of ordinary shares at no par value with power to subdivide and issue the said ordinary shares in one or more classes or series.

Issued, Outstanding and Fully Paid:

1,500,000 ordinary shares of no par value as at 30th September, 2015.

B) FINANCIAL PERFORMANCE - RBGL



Five Year Summary of Selected Financial Data Group – 30th September, 2011- 30th September, 2015 - RBGL

EASTERN CARIBBEN DOLLARS

FOR THE YEAR (\$'000)	2011	2012	2013	2014	2015
Interest Income	47,855	46,822	43,837	43,882	42,528
Interest Expense	15,677	15,179	13,882	13,643	11,736
Net Interest Income	32,178	31,643	29,955	30,239	30,792
Provision for loan losses	4,493	1,935	1,686	7,196	3,466
Net Interest Income after Provision for loan losses	27,685	29,708	28,269	23,043	27,326
Other Operating Income	8,582	11,782	9,636	10,082	10,081
Other Expenses	34,192	34,163	43,567	32,665	33,442
Pre-Tax Income for the Year	2,075	7,327	-5,662	460	3,965
Taxation	179	-467	271	389	612
Consolidated Net Income for the Year	1,896	7,794	-5,933	71	3,353

EASTERN CARIBBEN DOLLARS

AT YEAR END (\$'000)	2011	2012	2013	2014	2015
Total Assets	707,895	716,916	741,483	808,224	844,925
Total Loans (Gross)	522,197	529,002	533,179	527,569	522,357
Total Loans (Net)	497,173	496,520	492,276	476,286	476,924
Total Investments Securities	95,147	98,898	87,701	111,319	142,225
Total Deposits	597,055	596,167	624,141	684,097	728,603
Shareholders' Equity	91,762	97,134	93,100	91,525	93,198

Performance Ratios

FOR THE YEAR (%)	2011	2012	2013	2014	2015
Return on Assets**	0.26	1.09	-0.81	0.00	0.00
Return on Equity**	2.02	8.25	-6.24	0.00	0.00
Productivity *	83.89	78.67	110.04	81.01	81.82
Capital Adequacy	16.4	17.5	16.0	15.7	15.6
Net Interest Margin**	4.55	4.44	4.11	3.90	3.73

* Productivity is expressed as a percentage of expenses to revenue

** Annualised

C) OTHER INFORMATION – RBGL

1. Registered Office

Republic House
Maurice Bishop Highway
Grand Anse
St. George
Grenada, West Indies

2. Directors

**Ronald F. deC Harford, CMT, LLD, FCIB, FIBAF, FCABFI
Chairman**

**Keith A. Johnson, BSc (Accountancy), MBA, AICB
Managing Director**

**Derwin Howell, BSc (Elec. Eng.) (Hons.), MSc (Tele. Systems), Executive MBA,
MIET, MIEEE, C. Eng.**

Leon D. Charles, BSc (Agri. Mgmt.), MBA, Acc. Dir.

**Christopher Husbands, BSc (Civil/Env. Eng.) (Hons.), MSc (Proj. Mgmt.),
MBA (Finance)**

Richard Lewis, HBA

Leslie-Ann Seon, BA (Hons.), LLB (Hons.)

Isabelle S. V. Slinger, BSc (Info. Systems and Computers), CA

Graham K. Williams, BA (Econ.)

Karen Yip Chuck, BSc (Econ.) (Hons.), MBA, ACIB, CIA

3. Corporate Secretary

Janelle Bernard, LLB (Hons), LEC, MBA

4. Principal Business

Republic Bank (Grenada) Limited was incorporated on 12th October, 1979 under the Companies Act of Grenada and is licensed to carry on the business of banking under the Banking Act of Grenada. It offers a complete range of commercial banking and related services.

5. Auditors

Ernst & Young
Chartered Accountants

Worthing Main Road,
Christ Church
Barbados, West Indies

6. Attorneys

Renwick & Payne

Corner Lucas and Church Streets
St. George's
Grenada, West Indies



Ernst & Young
P.O. Box 158
5/7 Sweet Briar Road
St. Clair, Port of Spain
Trinidad

Tel: +1 868 628 1105
Fax: +1 868 622 1153
ey.com

PN/hl
as

The Chairman
Eastern Caribbean Securities Regulatory Commission
ECCB Financial Complex
P.O. Box 1855
Basseterre
St. Kitts

25 January 2016

Dear Sir

We understand that Republic Financial Holdings Limited (RFHL) is in the process of preparing to acquire the minority shareholding of Republic Bank (Grenada) Limited (RBGL) or up to 49% of the outstanding shares for approximately \$33 million Eastern Caribbean Dollars. At present, RFHL owns 51% of RBGL, and should they successfully acquire the remaining 49% of the shareholding, RFHL will own 100% of RBGL.

We understand that you require RFHL's auditors to confirm that RFHL has sufficient resources available to satisfy the full acceptance of the offer to 49% of the shareholders of RBGL.

We hereby confirm that Republic Financial Holdings Limited has at the date of this letter, the necessary resources available to it to satisfy full acceptance of an offer to 49% of the shareholders of RBGL for approximately \$33 Million Eastern Caribbean Dollars.

Yours sincerely,

Pria Narinesingh
Republic Financial Holdings Engagement Partner
On behalf of Ernst & Young

Copy to: Mr. Nigel Baptiste, President and Chief Executive Officer (Designate), Republic Financial Holdings Limited
The Governor, Central Bank of Trinidad and Tobago

GRENADA

SPECIMEN FORM OF ACCEPTANCE

RE: Offer to purchase by Republic Financial Holdings Limited (“REPUBLIC”) of all of the issued Ordinary Shares of Republic Bank (Grenada) Limited (“RBGL”) for the consideration stated in the prefixed Formal Letter of Offer dated 9th May, 2016 (“the Offer Document”).

My/Our execution of this Form shall constitute my/our acceptance of the Offer contained in and on the terms of and subject to the conditions of the Offer Document dated 9th May, 2016 from REPUBLIC in respect of the number of RBGL Ordinary Shares shown in the box below in this Form. I/We undertake to execute such other documents as may be required to give effect to such acceptance. I/We warrant that the security mentioned below is transferred by me/us free from all liens, charges and encumbrances whatsoever with all rights attaching thereto as at 9th May, 2016 including the right to all dividends and other distributions thereafter declared, paid or made thereon except that I shall be entitled to any final dividend declared, paid or made in respect of the financial year ended 30th September, 2015.

I/We authorise REPUBLIC to record and act upon any instructions with regard to the payment of dividends or dispatch of notices and any appointments which have been recorded in respect of my/our holdings in the record of RBGL.

Accordingly, I/We hereby agree to sell, assign and transfer to REPUBLIC or its nominee all right, title and interest in and to all of the RBGL Ordinary Shares in respect of which this Acceptance is given on the terms and subject to the conditions of the Offer and hereby irrevocably constitute and appoint REPUBLIC my/our true and lawful attorney to execute such documents and perform such acts as may be necessary in order for all of my/our RBGL Ordinary Shares to be transferred to REPUBLIC or its nominee subject to the said terms and conditions of the Offer.

I/We hereby irrevocably appoint any Director of REPUBLIC my/our proxies with full power of substitution to the full extent of my/our rights with respect to any RBGL Ordinary Shares tendered hereby. All prior proxies given by me/us with respect to such RBGL Ordinary Shares will be revoked and no subsequent proxies may be given by me/us. This proxy is irrevocable and in consideration of the acceptance of such RBGL Ordinary Shares by REPUBLIC in accordance with the terms and conditions of the Offer.

REPUBLIC shall be entitled to direct the exercise of any votes attaching to any such RBGL Ordinary Shares in respect of which the Offer has been accepted or deemed to be accepted and any other rights and privileges attaching to such RBGL Ordinary Shares, including the right to requisition a General Meeting of RBGL, and the execution of this Form of Acceptance will constitute an authority and request to RBGL from me/us to send any notice which may be required to be sent to me/us as a member of RBGL to REPUBLIC at its registered office, and an authority to REPUBLIC to sign any consent to short notice of a General Meeting on behalf of me/us and/or to execute a form of proxy in respect of such RBGL Ordinary Shares appointing any person determined by REPUBLIC to attend General Meetings of RBGL or its members or any of them and to exercise the votes attaching to such RBGL Ordinary Shares on my/our behalf. I/We, by executing this Form of Acceptance, irrevocably relinquish the right to execute a proxy for any such General Meeting or to attend thereat, once the authority above has come into effect. Where relevant, such votes will be cast so far as possible to satisfy any outstanding condition of the Offer.

REPUBLIC or any person authorised by it will be empowered to exercise all my/our voting and other rights with respect to the said Ordinary Shares as it, in its sole discretion, may deem proper in respect of any annual, extraordinary, general or adjourned meeting of the shareholders of RBGL.

For the consideration stated in the Offer Document to the holders of RBGL Ordinary Shares, i.e.

EC \$45.00 for every RBGL Ordinary Share.

Full name of security	REPUBLIC BANK (GRENADA) LIMITED	
Full description of security	ORDINARY SHARES OF NO PAR VALUE	
No. of RBGL Ordinary Shares agreed to be sold to REPUBLIC	One Thousand Words	1,000 Figures
Total consideration due to be paid	XCD , .00	

The RBGL Ordinary Shares which are the subject of this acceptance are registered in the name(s) of:

Holder *JOHN SMITH*

Full Address *56 RENDEZVOUS RIDGE*

ST. GEORGE'S, GRENADA

Grenada ID number or passport number

Joint Holder(s) (if any)

(1) Joint Holder *N/A*

Full Address *N/A*

Grenada ID number or passport number

(2) Joint Holder *N/A*

Full Address *N/A*

Grenada ID number or passport number

OR

Holder *N/A*

Full Address *N/A*

Grenada ID number or passport number

Joint Holder(s) (if any)

(1) Joint Holder *JOHN SMITH*

Full Address *56 RENDEZVOUS RIDGE*
ST. GEORGE'S, GRENADA

Grenada ID number or passport number

(2) Joint Holder *ANN SMITH*

Full Address *56 RENDEZVOUS RIDGE*
ST. GEORGE'S, GRENADA

Grenada ID number or passport number

I/We request that the consideration for the sale due to me/us be paid to me/ us as follows:
Please indicate by ticking in appropriate box:

Deposit to account, details as follows:
Account number:
Name of Financial Institution:
Address of Branch of Financial Institution:

Mail cheque to address above mentioned by registered post.

Sign here:

In the Presence of: (Official at RBGL, lawyer, bank manager, Justice of the Peace, Notary Public)

(1) Signature/Corporate Seal of Holder John Smith

Name of Holder (Type or Print) JOHN SMITH

Joint Holder(s) (if any)

(2) Signature/Corporate Seal of Joint Holder N/A

Name of Joint Holder (Type or Print) N/A

(3) Signature/Corporate Seal of Joint Holder N/A

Name of Joint Holder (Type or Print) N/A

OR(1) Signature/Corporate Seal of Holder N/A

Name of Holder (Type or Print) N/A

Joint Holder(s) (if any)

(2) Signature/Corporate Seal of Joint Holder John Smith

Name of Joint Holder (Type or Print) JOHN SMITH

(3) Signature/Corporate Seal of Joint Holder Ann Smith

Name of Joint Holder (Type or Print) ANN SMITH

NOTES REGARDING THE COMPLETION AND LODGING OF FORMS OF ACCEPTANCE IN RESPECT OF THE OFFER

- (4) If you wish to accept the Offer, please complete and sign the relevant Form of Acceptance in respect of **ALL** of the RBGL Ordinary Shares for which you accept the Offer. Please note that a reference sticker has been attached to the Form of Acceptance.
- (B) In order to be effective, the Forms applicable to your acceptance must, except as mentioned below, be signed personally by the registered holder or, in the case of a joint holding, by **ALL** the joint holders of the RBGL Ordinary Shares. A body corporate must if required by its Articles of Association or its By-Laws execute each Form under Seal.

In order to avoid the delay and inconvenience to yourself, the following points may assist you:

1. If a holder is away from home (e.g. abroad or on holiday)

Send the Forms by the quickest means (e.g. mail or courier) to the holder for execution or, if he has executed a Power of Attorney, have the Form signed by the Attorney. In the latter case the registered Power of Attorney should be lodged with the Form for noting.

2. If you have sold all your holding

You should at once hand the Forms to the bank, broker dealer or other agents through whom the sale was effected, for transmission to the purchaser.

3. If the sole holder has died

The Forms must be signed by the personal representative(s) of the deceased and lodged together with a copy of the Grant of Representation e.g. Probate or Letters of Administration.

4. If any of the holders in a joint account has died

The Forms must be signed by the surviving holders and lodged accompanied by the Death Certificate in respect of the deceased holder.

5. If your name or other particulars are shown incorrectly on the Offer Documents

- | | | |
|-----|------------------------|-------------|
| (a) | Name on Offer Document | John Smithe |
| | Correct Name | John Smith |

Complete the Forms with the correct name and lodge them accompanied by a letter from your bank, broker dealer or Attorney at Law confirming that the person described on the Offer Document and the person who signed the Forms is one and the same;

- (b) Incorrect address

Write the correct address on the Forms

(a) Change of name

If you have changed your name, lodge your Marriage Certificate or the Deed Poll with the Forms for noting.

N.B. The consideration under the terms of the Offer cannot be paid and/or issued to you until all the relevant documents have been properly completed and lodged.

GRENADA

FORM OF ACCEPTANCE

RE: Offer to purchase by Republic Financial Holdings Limited (“REPUBLIC”) for all of the issued Ordinary Shares of Republic Bank (Grenada) Limited (“RBGL”) for the consideration stated in the prefixed Formal Letter of Offer dated 9th May, 2016 (“the Offer Document”).

My/Our execution of this Form shall constitute my/our acceptance of the Offer contained in and on the terms of and subject to the conditions of the Offer Document dated 9th May, 2016 from REPUBLIC in respect of the number of RBGL Ordinary Shares shown in the box below in this Form. I/We undertake to execute such other documents as may be required to give effect to such acceptance. I/We warrant that the security mentioned below is transferred by me/us free from all liens, charges and encumbrances whatsoever with all rights attaching thereto as at 9th May, 2016 including the right to all dividends and other distributions thereafter declared, paid or made thereon except that I shall be entitled to any final dividend declared, paid or made in respect of the financial year ended 30th September, 2015.

I/We authorise REPUBLIC to record and act upon any instructions with regard to the payment of dividends or dispatch of notices and any appointments which have been recorded in respect of my/our holdings in the record of RBGL.

Accordingly, I/We hereby agree to sell, assign and transfer to REPUBLIC or its nominee all right, title and interest in and to all of the RBGL Ordinary Shares in respect of which this Acceptance is given on the terms and subject to the conditions of the Offer and hereby irrevocably constitute and appoint REPUBLIC my/our true and lawful attorney to execute such documents and perform such acts as may be necessary in order for all of my/our RBGL Ordinary Shares to be transferred to REPUBLIC or its nominee subject to the said terms and conditions of the Offer.

I/We hereby irrevocably appoint any Director of REPUBLIC my/our proxies with full power of substitution to the full extent of my/our rights with respect to any RBGL Ordinary Shares tendered hereby. All prior proxies given by me/us with respect to such RBGL Ordinary Shares will be revoked and no subsequent proxies may be given by me/us. This proxy is irrevocable and in consideration of the acceptance of such RBGL Ordinary Shares by REPUBLIC in accordance with the terms and conditions of the Offer.

REPUBLIC shall be entitled to direct the exercise of any votes attaching to any such RBGL Ordinary Shares in respect of which the Offer has been accepted or deemed to be accepted and any other rights and privileges attaching to such RBGL Ordinary Shares, including the right to requisition a General Meeting of RBGL, and the execution of this Form of Acceptance will constitute an authority and request to RBGL from me/us to send any notice which may be required to be sent to me/us as a member of RBGL to REPUBLIC at its registered office, and an authority to REPUBLIC to sign any consent to short notice of a General Meeting on behalf of me/us and/or to execute a form of proxy in respect of such RBGL Ordinary Shares appointing any person determined by REPUBLIC to attend General Meetings of RBGL or its members or any of them and to exercise the votes attaching to such RBGL Ordinary Shares on my/our behalf. I/We, by executing this Form of Acceptance, irrevocably relinquish the right to execute a proxy for any such General Meeting or to attend thereat, once the authority above has come into effect. Where relevant, such votes will be cast so far as possible to satisfy any outstanding condition of the Offer

REPUBLIC or any person authorised by it will be empowered to exercise all my/our voting and other rights with respect to the said Ordinary Shares as it, in its sole discretion, may deem proper in respect of any annual, extraordinary, general or adjourned meeting of the shareholders of RBGL.

For the consideration stated in the Offer Document to the holders of RBGL Ordinary Shares, i.e. EC \$45.00 for every RBGL Ordinary Share.

Full name of security REPUBLIC BANK (GRENADA) LIMITED

Full description of security ORDINARY SHARES OF NO PAR VALUE

No. of RBGL Ordinary Shares
agreed to be sold to REPUBLIC
Words Figures

Total consideration due to be paid XCD

The RBGL Ordinary Shares which are the subject of this acceptance are registered in the name(s) of:

(1) Holder _____

Full Address _____

Grenada ID number of passport number

Joint Holder(s) (if any)

(2) Joint Holder _____

Full Address _____

Grenada ID number or passport number

(3) Joint Holder _____

Full Address _____

Grenada ID number or passport number

I/We request that the consideration for the sale due to me/us be paid to me/ us as follows:

Please indicate by ticking in appropriate box:

Deposit to account, details as follows:

Account number:

Name of Financial Institution:

Address of Branch of Financial Institution:

- Mail cheque to address above mentioned by registered post.

Sign here:

In the Presence of: (Official at RBGL, lawyer, bank manager, Justice of the Peace, Notary Public)

Signature/Corporate Seal of Holder _____

Name of Holder (Type or Print) _____

Joint Holder(s) (if any)

Signature/Corporate Seal of Joint Holder _____

Name of Joint Holder (Type or Print) _____

Signature/Corporate Seal of Joint Holder _____

Name of Joint Holder (Type or Print) _____

NOTES REGARDING THE COMPLETION AND LODGING OF FORMS OF ACCEPTANCE IN RESPECT OF THE OFFER

- (5) If you wish to accept the Offer, please complete and sign the relevant Form of Acceptance in respect of **ALL** of the RBGL Ordinary Shares for which you accept the Offer. Please note that a reference sticker has been attached to the Form of Acceptance.
- (B) In order to be effective, the Forms applicable to your acceptance must, except as mentioned below, be signed personally by the registered holder or, in the case of a joint holding, by **ALL** the joint holders of the RBGL Ordinary Shares. A body corporate must if required by its Articles of Association or its By-Laws execute each Form under Seal.

In order to avoid the delay and inconvenience to yourself, the following points may assist you:

6. If a holder is away from home (e.g. abroad or on holiday)

Send the Forms by the quickest means (e.g. mail or courier) to the holder for execution or, if he has executed a Power of Attorney, have the Form signed by the Attorney. In the latter case the registered Power of Attorney should be lodged with the Form for noting.

7. If you have sold all your holding

You should at once hand the Forms to the bank, broker dealer or other agents through whom the sale was effected, for transmission to the purchaser.

8. If the sole holder has died

The Forms must be signed by the personal representative(s) of the deceased and lodged together with a copy of the Grant of Representation e.g. Probate or Letters of Administration.

9. If any of the holders in a joint account has died

The Forms must be signed by the surviving holders and lodged accompanied by the Death Certificate in respect of the deceased holder.

10. If your name or other particulars are shown incorrectly on the Offer Documents

- | | | |
|-----|------------------------|-------------|
| (a) | Name on Offer Document | John Smithe |
| | Correct Name | John Smith |

Complete the Forms with the correct name and lodge them accompanied by a letter from your bank, broker dealer or Attorney at Law confirming that the person described on the Offer Document and the person who signed the Forms is one and the same;

- (b) Incorrect address

Write the correct address on the Forms

(c) Change of name

If you have changed your name, lodge your Marriage Certificate or the Deed Poll with the Forms for noting.

N.B. The consideration under the terms of the Offer cannot be paid and/or issued to you until all the relevant documents have been properly completed and lodged.

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Republic Financial Holdings Limited

Visit us on republicfinancialholdings.com
or email us at info@republicfinancialholdings.com