

June 1st, 1990

To: The Shareholders of Kingsland Estates Limited

OFFER TO PURCHASE SHARES

I act as Attorney-at-Law for S.B.G. DEVELOPMENT CORPORATION ("S.B.G.") a company registered under the provisions of the Companies Act, Cap. 308 on May 31, 1990. I am instructed to make the following offer and give the information herein contained to the Shareholders of Kingsland Estates Limited ("Kingsland").

1. S.B.G. will purchase all the common shares in Kingsland and pay the shareholders the sum of \$8million for their shares.
2. S.B.G. will assume the responsibility for liquidation of the debt due to the Barbados National Bank and presently amounting to approximately \$5.5 million.
3. Upon execution of an agreement for sale of the shares, S.B.G. will pay a deposit to Kingsland of \$1 million.
4. Completion of the sale will, however, be subject to S.B.G.'s obtaining outline planning permission for a land use plan which will soon be submitted to the Chief Town Planner.

S.B.G. is submitting this plan to outline a policy for development of the rab lands and the continued use of the agricultural lands.

I am instructed to let you know that it is not anticipated that S.B.G. will have any particular difficulty in obtaining approval for its land use plan since the plan will not contain any radical departures from existing policy. It will, however, draw upon some of the recommendations of the LANDELL MILLS study.

5. Sixty days after receipt of approval and outline permission of the Chief Town Planner, the transaction will be closed.
6. Upon payment of the deposit of \$1 million, S.B.G. will permit various members of the DEANE family who presently occupy residences on the plantations owned by KINGSLAND to continue their occupation at a pepper corn rent for 2 years.

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7. In exchange for continued occupation, Kingsland will not charge any interest upon the balance of purchase price.

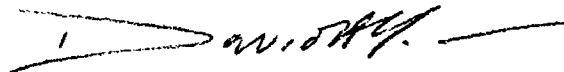
8. In the event that S.B.G. becomes liable to assume a Severance Payments liability in respect of the workers at the various plantations, the quantum of such liability will be deducted from the balance of purchase price.

9. S.B.G. will expect Kingsland to give the warranties that are usual upon a sale of shares.

10. Without prejudice to the foregoing and if necessary, in any event, S.B.G. will offer to purchase SPINE KOP (as a separate transaction if necessary) for the sum of \$1.2 million if the foregoing main transaction cannot be effectuated.

If the foregoing offer is acceptable to the shareholders, I shall be obliged if KINGSLAND would have its lawyers prepare and submit an agreement for sale.

Yours sincerely,



David A.C. Simmons

DACS:asb