

IN THE GRAND COURT OF THE CAYMAN ISLANDS

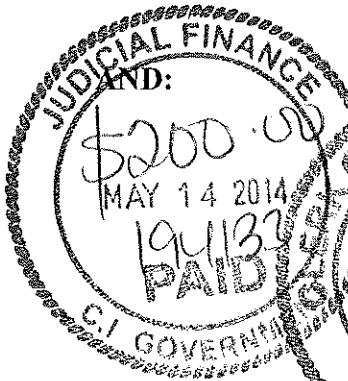
CAUSE NO. *G0072* OF 2014

BETWEEN:

FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

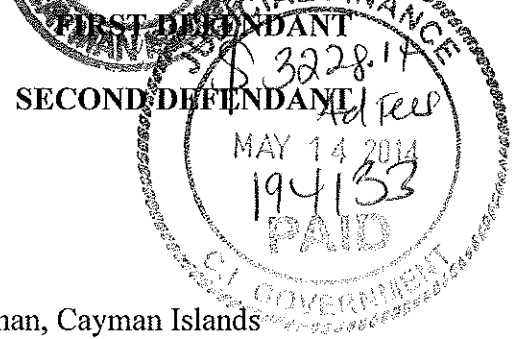


PLAINTIFF



LEWIS EBANKS

IRVIN EBANKS



SECOND DEFENDANT

WRIT OF SUMMONS

TO: IRVIN EBANKS of PO Box 10009APO, Grand Cayman, Cayman Islands
LEWIS EBANKS of PO Box 10009APO, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out of the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 14th day of May 2014.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.


STATEMENT OF CLAIM

1. The Plaintiff is a Bank carrying on business at its branch at P.O Box 68 George Town, Grand Cayman, Cayman Islands
2. By the terms of a loan agreement dated 2 December 2010 (“the Loan Agreement”) between the Plaintiff and Empire Development Company Limited (“Empire”) the Plaintiff advanced the sum of CI\$650,000. By clause entitled Schedule of Payments, Empire agreed to repay to the Plaintiff this sum together with interest at the contractual rate of 2.50% over the Cayman Islands Prime Rate per diem on demand by the Plaintiff.
3. At all material times, the Defendants have been directors of Empire.
4. By a guarantee in writing dated 6 December 2010 (“the Guarantee”) the Defendants guaranteed all liabilities of Empire to the Plaintiff. A copy of the Loan Agreement and Guarantee are attached to the Statement of Claim and marked “A”.
5. The Plaintiff made demand on Empire for the sum of CI\$658,148.43 plus accrued interest of CI\$15,303.51 by letter dated 26 January 2012. Empire has failed to make payment to the claimant under the terms of the mortgage.
6. By letters dated 26 January 2012 the Plaintiff made a demand on the Defendants under the terms of the guarantee for the sum of CI\$650,000. The Defendants have failed to make payment of the sum demanded.
7. The Plaintiff is entitled to and claims payment in the sum of CI\$565,628.84 from the Defendants under the terms of the Guarantee.
8. Further, the Plaintiff is entitled to and claims contractual interest under clause 5 of the Guarantee on the sum of CI\$650,000 at the rate of 2.50% over the Cayman Islands Prime Rate per diem from the date of the demand amounting to CI\$98,704.51 at 14 May 2014 and continuing at a daily rate of CI\$ 89.11.

AND the Plaintiff claims:

- 1) Against the Defendants, the sum of CI\$650,000 under the Guarantee;
- 2) Interest at the contractual rate, under paragraph 7 above
- 3) Further and other relief
- 4) Its costs of this action

Dated the 14th day of May 2014


RITCH & CONOLLY
Attorneys at Law for the Plaintiffs

TO: The Clerk of the Court
AND TO: The Defendants

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2014

BETWEEN:

**FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED**

PLAINTIFF

AND:

LEWIS EBANKS

FIRST DEFENDANT

IRVIN EBANKS

SECOND DEFENDANT

A



FIRST CARIBBEAN
INTERNATIONAL BANK

CORPORATE INVESTMENT BANKING

STRICTLY PRIVATE & CONFIDENTIAL

December 02, 2010

Empire Development Company Limited.
P O Box 10009 APO
Grand Cayman KY1-1001
Cayman Islands

Attn: Mr. Lewis Ebanks

Dear Lewis,

We, FirstCaribbean International Bank (Cayman) Ltd. ("FirstCaribbean") are pleased to confirm renewal of the existing facility, Credit (A) and our approval for a restructured loan facility Credit (B) for Empire Development Company Limited. subject to the following terms and conditions.

As we discussed and agreed, Credit (B) is not new money and is a restructure of the residual balance resulting from the reduction of the Operating Line outlined under Credit (A).

Borrower: Empire Development Company Limited.

CREDIT (A)–Operating Line (Existing)

Credit Limit: CI\$4,350,000.00 on current account #10006494.

Interest Rate: This is as follows:

- (1) 2% over the Deposit interest rate paid on deposit account for Ervin Lewis Incorporated Limited, effective 2.1909% (actual) for the time being on the first \$3,700,000.00, but this is subject to variation from time to time in line with changes made on the interest rate paid on the Ervin Lewis Incorporated Limited Fixed Deposit.
- (2) 2.5% plus Cayman Islands Dollars Prime Rate effective 5.75% for the time being on the amount over CI\$3,700,000.00. This rate will be subject to variation in line with the general level of interest rates or at FirstCaribbean's option

FirstCaribbean International Bank, International Corporate Banking Centre
P.O. Box 68GT, Grand Cayman KY1-1102, Cayman Islands • Tel (345) 949-7300, Fax (345) 815-2290

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Purpose: Previously authorised to support working capital requirements for the construction of Hilton Estates Phase I.

Repayment: This Operating Line will be marked to expire December 31, 2010 and will be reduced by CI\$3,700,000.00 from the deposit pledged by Erwin Lewis Incorporated Limited leaving a balance of CI\$650,000. The residual balance will be termed out under Credit B detailed below.

CREDIT (B): DEMAND LOAN (Restructure)

Loan Amount: CI\$650,000.00 - Non-revolving loan facility availed by way of demand note.

Purpose: To amortize the residual balance of the overdraft facility under Credit A above.

Interest: Interest will be calculated on a daily basis at a rate of 2.50% over the Cayman Islands Prime Rate (effective 5.75% at present) for the time being, but this will be subject to variation in line with the general level of interest rates or at the FirstCaribbean's option.

Scheduled Payments: The Borrower will pay FirstCaribbean interest on a monthly basis along with annual principal payments totaling CI\$216,666.67. The abovementioned payment is based on a 3-year amortization together with lump sum principal payments to ensure the facility is repaid within a 12 month term (1 year). At the end of the 1 year term, FirstCaribbean will have the right of first refusal to refinance the outstanding balance. Notwithstanding the above, the loan remains repayable on demand at FirstCaribbean's discretion.

SECURITY:

Existing/New:

Cash: (a) Hypothecation of Credit balances for CI\$1,204,288.00 over fixed deposit #s 10441811 and 10441812 held in the name of Ervin Lewis Incorporate Limited.

(b) Hypothecation of Credit balances for US\$3,000,000.00 over fixed deposit # 10441814 held in the name of Ervin Lewis Incorporate Limited.

Resolution: Board resolution from Ervin Lewis Incorporated Limited resolving to pledge the funds on deposit with FirstCaribbean.

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Guarantee: Personal guarantee for CI\$650,000.00 by Lewis Ebanks and Ervin Ebanks.

CONDITIONS PRECEDENT:

1. Acceptance of this Credit Agreement.
2. Satisfactory completion of the security documentation in a format that is acceptable to FirstCaribbean.

FEES:

Annual Review: A fee of CI\$500 (payable on the Scheduled Review Date).

Arrangement Fee: Nil.

Amendment: Upon acceptance of this Offer Letter, if you require an amendment to this Agreement, a fee of CI\$500 will be assessed.

OTHER PROVISIONS

Changes in Payments: For any Installment Loan which is paid in blended payments, such payments may be reviewed at least annually to ensure, in the event of changes in the rate being charged, the original scheduled end date is maintained. In such cases, should a change in payment amount be necessary, as recorded in Section 1.22(b)(i) of the attached Schedule, we will provide 30 days notice.

Right of Set-off: If the Borrower shall keep any account at the Bank or any branch of the Bank other than the account in respect of which the overdraft limit/revolving credit line is marked thereon, the Bank shall have the right without further notice to the Borrower to combine accounts and to set off credit balances in one account against debit balances in another account.

Current Prime Rate: The current Prime Rate at date of this Agreement is: 3.25%.

Next review date: The next review date is 31st October 2011.

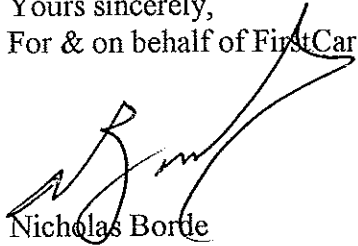
Standard Credit Terms: The attached Schedule – Standard Credit Terms forms part of this Agreement.

Please indicate your acceptance of these terms by returning a signed copy of this Agreement. If we do not receive a signed copy by 15th December 2010, then this offer will expire.


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This Credit Agreement replaces all previous Credit Agreements issued by the Bank to the Borrower.

Yours sincerely,
For & on behalf of First Caribbean International Bank (Cayman) Ltd.



Nicholas Bortle
Senior Relationship Manager




Alvin Aaron
Head of Corporate Banking

Acknowledgement: The undersigned certifies that all information provided to First Caribbean International Bank is true, and acknowledges receipt of a copy of this Agreement (including any Schedules referred to above).


Accepted this 06th day of December, 2010.

Empire Development Company Limited.

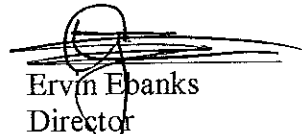


Lewis Ebanks
Director

Guarantor:

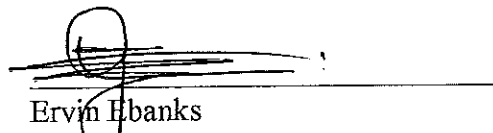


Lewis Ebanks



Ervin Ebanks
Director

Guarantor:



Ervin Ebanks

Schedule - Standard Credit Terms

Article 1 — General

1.1 **Interest Rate.** You will pay interest on each Credit at nominal rates per year equal to:

(a) for amounts above the Credit Limit of a Credit or a part of a Credit or for amounts that are not paid when due, the Default Interest Rate, and

(b) for any other amounts, the rate specified in this Agreement.

1.2 **Variable interest.** Each variable interest rate provided for under this Agreement will change automatically, without notice, whenever the Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.3 **Payment of interest.** Interest is calculated on the daily balance of the Credit at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.4 **Default Interest.** To determine whether Default Interest is to be charged, the following rules apply:

(a) Default Interest will be charged on the amount that exceeds the Credit Limit of any particular Credit.

(b) If there are several parts of a Credit, Default Interest will be charged if the Credit Limit of a particular part is exceeded. For example, if Credit A's limit is \$250,000, and the limit of one part is \$100,000 and the limit of that part is exceeded by \$25,000, Default Interest will be charged on that \$25,000 excess, even if the total amount outstanding under Credit A is less than \$250,000.

1.5 **Fees.** You will pay FirstCaribbean International Bank's fees for each Credit as out lined in the Letter. You will also reimburse us for all reasonable fees (including legal fees) and out-of-pocket expenses incurred in registering any security (including all stamp duties and other similar taxes) and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.

1.6 **Our rights re demand Credits.** At FirstCaribbean International Bank, we believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. FirstCaribbean International Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may, however, at our discretion, demand immediate repayment of any outstanding amounts under any demand Credit. We may also, at any time and for any cause, cancel the unused portion of any demand Credit. Under normal circumstances, however, we will give you 30 days' notice of any of these actions.

1.7 **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.8 **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Credit to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Credit will be paid.

1.9 **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.

1.10 **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a mortgagee clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for these amounts. Finally, you will notify us immediately of any loss or damage to the property.

1.11 **Environmental.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse FirstCaribbean International Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against FirstCaribbean International Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Credits have been repaid and this Agreement has terminated.

1.12 **Consent to release information.** We may from time to time receive credit or other information about you from, (a) financial institutions, credit reporting agencies, rating agencies, credit bureaus or any person, firm or corporation with whom you may have or propose to have financial dealings. We may also be requested from time to time to provide information about you to the foregoing parties. If we are required by operation of law of the governing jurisdiction to provide such information you consent to such release. We as a matter of standard practice treat the information you give to us as confidential and any request for release of information will be subject to reasonable scrutiny prior to our release of the information. You agree that we may use that information to establish and maintain your relationship with us and to offer any services as permitted by law, including services and products offered by our group of companies when it is considered that this may be suitable to you.

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1.13 Our pricing policy: Fees, interest rates and other charges for your banking arrangements are dependent upon each other. If you decide to cancel any of these arrangements, you will have to pay us any increased or added fees, interest rates and charges we determine and notify you of. These increased or added amounts are effective from the date of the changes that you make.

1.14 Proof of debt. This Agreement provides the proof, between FirstCaribbean International Bank and you, of the credit made available to you. There may be times when the type of Credit you have requires you to sign additional documents. Throughout the time that we provide you credit under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your credit (such as principal loan balances, interest calculations, and payment dates).

1.15 Renewals of this Agreement. This Agreement will remain in effect for your Credits for as long as they remain unchanged. We have shown a Next Scheduled Review Date in the Letter. If there are no changes to the Credits this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.

1.16 Confidentiality: The terms of this Agreement are confidential between you and FirstCaribbean International Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors.

1.17 Pre-conditions. You may use the Credits granted to you under this Agreement only if:

- (a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrow and give security;
- (b) all the required security has been received and registered to our satisfaction;
- (c) any special provisions or conditions set forth in the Letter have been complied with; and
- (d) if applicable, you have given us the required number of days notice for a drawing under a Credit.

1.18 Notices. We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.19 Use of the Operating Line. You will use your Operating Line only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the Credit Limit. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Credit Limit being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Credit Limit is exceeded.

1.20 Margin Requirements. If your Operating Line is margined against Inventory and/or Receivable Value, the available Credit Limit of that Credit is the lesser of the Credit Limit stated in the Letter and the amount calculated using the Monthly Statement of Available Credit Limit.

1.21 Foreign Currency Conversion. If this Agreement includes foreign currency Credits, then currency changes may affect whether either the Credit Limit of any Credit or the Overall Credit Limit has been exceeded.

- (a) See section 1.4 for the general rules on how Default Interest is calculated.
- (b) Whether the Credit Limit of a particular Credit has been exceeded will depend on how the Credit Limit is quoted, as described below. These examples apply to other currencies. In countries with exchange controls, the examples may not be applicable.
- (c) If the Credit Limit is quoted as, for example, the U.S. dollar equivalent

of a Jamaica dollar amount, daily exchange rate fluctuations may affect whether that Credit Limit has been exceeded. If, on the other hand, the Credit Limit is quoted in a foreign currency (for example, directly in US dollars), whether that Credit Limit has been exceeded is determined by reference only to the closing balance of that Credit in that currency.

(b) For example, assume an outstanding balance of a Credit on a particular day of US\$95,000. If the Credit Limit is stated as "the US dollar equivalent of JAM\$4,300,000", (for ex. if US\$1 is about JA\$45) then whether the Credit Limit of that Credit has been exceeded will depend on the value of the Jamaican dollar on that day. If the conversion calculations determine that the outstanding balance is under the Credit Limit, a drop in the value of the Jamaican dollar the next day (without any change in the balance) may have the effect of putting that Credit over its Credit Limit. If, on the other hand, the Credit Limit is stated as "US\$100,000", the Credit Limit is not exceeded, and a drop in the value of the dollar the next day will not change that (although the Overall Credit Limit may be affected).

(c) Conversion calculations are done on the closing daily balance of the Credit. The conversion factor used is the mid-point between the buying and selling rate offered by FirstCaribbean International Bank for that currency on the conversion date.

1.22 Instalment Loans. The following terms apply to each Instalment Loan.

(a) **Non-revolving loans.** Unless otherwise stated in the Letter, any Instalment Loan is non-revolving. This means that any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to any interest owing, then to principal owing, and finally to any fees and charges owing.

(b) **Floating Rate Instalment Loans.** Floating Rate Instalment Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest, as described below.

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime or U.S. Base Rate (as the case may be). If the Prime or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime or U.S. Base Rate. In certain cases we may specify in the attached letter that you may have to increase your payment to ensure the original scheduled end date is maintained. We will provide 30 days notice in such cases.

(ii) **Payments of principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on each payment date specified in the Letter. The interest payment is also due on the same date, but it is debited from your Operating Account one or two banking days later. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Prepayment.** Unless otherwise agreed, the following terms apply to prepayment of any Instalment Loan:

(i) **Floating Rate Instalment Loans.** You may prepay all or part of a Floating Rate Instalment Loan (whether it is a Demand or a Committed Loan) at any time without notice or penalty.

(ii) **Fixed Rate Instalment Loans.** You may prepay all or part of a Fixed Rate Instalment Loan, on the following condition. You must pay us, on the prepayment date, a prepayment fee equal to the

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interest rate differential for the remainder of the term of the Loan, in accordance with the standard formula used by FirstCaribbean International Bank in these situations.

- (i) amounts due from/investments in related parties and
- (ii) Intangibles.

(d) **Demand of Fixed Rate Demand Instalment Loans.** If you have a Fixed Rate Demand Instalment Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment fee. The prepayment fee is equal to the interest rate differential for the remainder of the term of the loan, in accordance with the standard formula used by FirstCaribbean International Bank in these situations.

"Debt to Equity Ratio" means the ratio of total liabilities to total Shareholders' Equity.

"Default Interest Rate", unless otherwise defined in the Letter, means the Standard Overdraft Rate.

"Demand Instalment Loan" means an Instalment Loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

1.23 **Notice of Default.** You will promptly notify us of the occurrence of any event that is an Event of Default (or any that would be an Event of Default if the only thing required is either notice being given or time lapsing, or both).

"Event of Default" means, in connection with any Committed Instalment Loan (even if that Loan has not yet been drawn), the occurrence of any of the following events (or the occurrence of any other event of default described in this Agreement, in any of the security documents or in any other agreement or document you have signed with us):

Article 2 — Definitions

2.1 **Definitions.** In this Agreement, the following terms have the following meanings:

(1) You do not pay, when due, any amount that you are required to pay us under this Agreement or otherwise, or you do not perform any of your other obligations to us under this Agreement or otherwise.

"Base Rate Loan" means a U.S. dollar loan on which interest is calculated by reference to the U.S. Base Rate.

(2) Any part of the security terminates or is no longer in effect, without our prior written consent.

"Business Day" means any day (other than a Saturday or a Sunday) that the FirstCaribbean International Bank Branch/Centre is open for business.

(3) You cease to carry on your business in the normal course, or it reasonably appears to us that that may happen.

"Cash Coverage Ratio" means the ratio of X to Y, where X is cash after/from operations, and Y is the current portion of long term debt, plus all interest expenses, plus dividends.

(4) A representation that you have made (or deemed to have made) in this Agreement or in any security agreement is incorrect or misleading in any material respect.

"FirstCaribbean International Bank Branch/Centre" means the FirstCaribbean International Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

(5) (i) An actual or potential default or event of default occurs in connection with any debt owed by you, with the result that the payment of the debt has become, or is capable of becoming, accelerated, or (ii) you do not make a payment when due in connection with any such debt. (This subsection (5), however, applies only to amounts that we reasonably consider to be material.)

"Committed Instalment Loan" means an Instalment Loan that is payable in regular instalments but is repayable in full only upon the occurrence of an Event of Default. Such a Loan may be either at a fixed or a floating rate of interest.

(6) If you are a corporation, there is, in our reasonable opinion, a change in effective control of the corporation, or if you are a partnership, there is a change in the partnership membership.

"Credit" means any credit referred to in the Letter, and if there are two or more parts to a Credit, "Credit" includes reference to each part.

(7) We believe, in good faith and upon commercially reasonable grounds, that all or part of the property subject to any of the security is or is about to be placed in jeopardy or that a material adverse change in your business operations or financial affairs has occurred.

"Credit Limit" of any Credit means the amount specified in the Letter as its Credit Limit, and if there are two or more parts to a Credit, "Credit Limit" includes reference to each such part.

(8) The holder of a Lien takes possession of all or part of your property; or a distress, execution or other similar process is levied against any such property.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

(9) You (i) become insolvent; (ii) are unable generally to pay your debts as they become due; (iii) make a proposal in bankruptcy, or file a notice of intention to make such a proposal; (iv) make an assignment in bankruptcy; (v) bring a court action to have yourself declared insolvent or bankrupt; or someone else brings an action for such a declaration; or (vi) you default in payment or breach any other obligation to any of your other creditors.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

(10) If you are a corporation, (i) you are dissolved; (ii) your shareholders or members pass a resolution for your winding-up or liquidation; (iii) someone goes to court seeking your winding-up or liquidation, or the appointment of an administrator, conservator, receiver, trustee, custodian or other similar official for you or for all or substantially all your assets; or (iv) you seek protection under any statute offering relief against the company's creditors.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"Debt Service Ratio" means the ratio of X to Y, where X is earnings before interest, taxes and depreciation/amortization, and Y is the current portion of long term debt, plus interest expense.

"Debt to Effective Equity Ratio" means the ratio of X to Y, where X is the total of all liabilities, less all Postponed Debt, and Y is the total Shareholders' Equity, plus all Postponed Debt, less

"Fixed Rate Instalment Loan" means an Instalment Loan that is also a Fixed Rate Loan.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Credit at an interest rate which was fixed for a term, instead of

referenced to a variable rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension. For purposes of certainty, a Fixed Rate Loan includes a LIBOR Loan.

"Floating Rate Instalment Loan" means either an Instalment Loan that is either a Prime Rate Loan or a Base Rate Loan.

"Instalment Loan" means a loan that is repayable either in fixed instalments of principal, plus interest, or in blended instalments of both principal and interest. A Demand Instalment Loan is repayable on demand. A Committed Instalment Loan is repayable only upon the occurrence of an Event of Default.

"Intangibles" means assets of the business that have no value in themselves but represent value. They include such things as copyright, patents and trademarks; franchises; licences; leases; research and development costs; and deferred development costs.

"Interest Coverage Ratio" means the ratio of earnings before interest and taxes to interest expense.

"Inventory Value" means the total value (based on the lower of cost or market) of your inventories (other than
(i) inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if you were then either bankrupt or in receivership,
(ii) work in process, and
(iii) those inventories we may from time to time designate.

"Letter" means the letter agreement between you and FirstCaribbean International Bank to which this Schedule and any other Schedules are attached.

"Letter of Credit" or "L/C" means a documentary or stand-by letter of credit, a letter of guarantee, or a similar instrument in form and substance satisfactory to us.

"L/C Acceptance" means a draft or bill or exchange payable to the beneficiary of a documentary L/C which the L/C applicant or beneficiary, as the case may be, has presented to us for acceptance under the terms of the L/C.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Minimum Shareholders' Equity" means the total Shareholders' Equity, minus (a) amounts due from/investments in related parties, and the value of all Intangibles, plus (b) all Postponed Debt.

"Monthly Statement of Available Credit Limit" means the FirstCaribbean International Bank form by that name, as it may from time to time be changed.

"Negotiable Securities" means securities traded on a publicly recognized securities exchange, each of which has a value at all times greater than the minimum value from time to time specified by us.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor to secure debts owed to that creditor) and (b), taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a local currency and a U.S. dollar account.

"New York Prime" means the variable reference interest rate per year as declared by FirstCaribbean International Bank from time to time to be its New York Prime rate for U.S. dollar loans made by FirstCaribbean International Bank.

"Postponed Debt" means any debt owed by you that has been formally postponed to FirstCaribbean International Bank.

"Prime Rate" means the variable reference rate of interest per year declared by FirstCaribbean International Bank from time to time to be its prime rate for loans made in the local currency of the country where the FirstCaribbean International Bank Branch/ Centre is located.

"Prime Rate Loan" means a loan on which interest is calculated by reference to Prime Rate.

"Priority Payables" means any amount owing to a creditor that ranks, or may rank, equal to or in priority to our security. These may include unremitted source deductions and taxes; other amounts owing to governments and governmental bodies; and amounts owing to creditors who may claim priority under applicable Bankruptcy or Insolvency legislation or under a purchase money security interest in inventory or equipment, if applicable.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"Receivable Value" means, at any time of determination, the total value of those of your trade accounts receivable, that are subject to the security (other than those accounts:
(i) where any amount is outstanding for 90 days or more,
(ii) owing by persons, firms or corporations affiliated to you, and
(iii) that we may from time to time designate).

"Shareholders' Equity" means paid-in capital, retained earnings and attributed or contributed surplus.

"Standard Overdraft Rate" means the variable reference interest rate per year declared by FirstCaribbean International Bank from time to time to be its standard overdraft rate on overdrafts or U.S. dollar accounts maintained with FirstCaribbean International Bank applicable to the country where the FirstCaribbean International Bank Branch/Centre is located.

"U.S. Base Rate" means the variable reference interest rate per year as declared by FirstCaribbean International Bank from time to time to be its base rate for U.S. dollar loans made by FirstCaribbean International Bank.

L.E.
E.E.

P.O. Box 68 George Town, Grand Cayman

BANK OFFICE (insert mailing address and postal code)

GUARANTEE

For valuable consideration, I, the undersigned guarantor, agree with FirstCaribbean International Bank (Cayman) Limited and any successors or assignees (hereinafter referred to as "FirstCaribbean International Bank") as follows:

1. Customer's Name. The name of the customer whose debts I am guaranteeing is:

EMPIRE DEVELOPMENT COMPANY LIMITED. (The "Customer").

2. Guarantee. I guarantee payment to FirstCaribbean International Bank of all the Customer's Debts. My liability under this Guarantee is:

- a) unlimited
- b) limited to the principal sum of \$ 650,000.00 plus interest and expenses in accordance with Section 5.

NOTE: IF NEITHER BOX (a) NOR BOX (b) IS CHECKED OFF, OR IF BOTH ARE CHECKED OFF, OR IF BOX (b) IS CHECKED OFF BUT NO FIGURE IS INSERTED IN THE BLANK, THEN BOX (a) ALONE WILL BE CONSIDERED TO HAVE BEEN CHECKED OFF.

3. Governing Law. This Guarantee is governed by the laws of the Cayman Islands. I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.

4. Copy Received. I acknowledge having received a copy of this Guarantee.

NOTE: THE "ADDITIONAL TERMS AND CONDITIONS OF THIS GUARANTEE" ON THE FOLLOWING PAGES FORM PART OF THE GUARANTEE.

Dated this 06th day of December, 2010

JADINE LANGLEY
WITNESS'S NAME (record in full)

MR. ERVIN ERANKS
GUARANTOR'S NAME (record in full)

[Signature]
WITNESS'S SIGNATURE

[Signature]
GUARANTOR'S SIGNATURE

P.O. Box 10009
WITNESS'S ADDRESS

P.O. Box 10009
GUARANTOR'S ADDRESS

Grand Cayman KY1-1001

Grand Cayman

Note: (i) If the Guarantor is a company, two officers of the Company are required to sign. The Office (such as "Director" or "Secretary") of the person signing should be noted below that person's signature. The company's seal should be affixed.

(ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory.

ADDITIONAL TERMS AND CONDITIONS OF THIS GUARANTEE

- 5. Payment On Demand. I will immediately pay FirstCaribbean International Bank on demand:
 - a) the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by FirstCaribbean International Bank in enforcing any of FirstCaribbean International Bank's rights under this Guarantee; and
 - b) interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgement, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
- 6. Making Demand. Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to FirstCaribbean International Bank, is deposited, in a post office, or is personally delivered to that address. I will give FirstCaribbean International Bank immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
- 7. No Setoff or Counterclaim. I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or FirstCaribbean International Bank.

8. **Application of Moneys Received.** FirstCaribbean International Bank may apply all moneys received from me, the Customer or any other Person (including under any Security that FirstCaribbean International Bank may from time to time hold) upon such part of the Customer's Debts as FirstCaribbean International Bank considers appropriate.
9. **Exhausting Recourse.** FirstCaribbean International Bank does not need to exhaust its recourse against the Customer or any other Person or under any Security FirstCaribbean International Bank may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will FirstCaribbean International Bank be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will FirstCaribbean International Bank's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by FirstCaribbean International Bank of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by FirstCaribbean International Bank to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by FirstCaribbean International Bank in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that FirstCaribbean International Bank considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by FirstCaribbean International Bank from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to FirstCaribbean International Bank's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a Company, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to FirstCaribbean International Bank, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) FirstCaribbean International Bank's filing of any claim for payment with any administrator, provisional liquidator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;
 - j) any failure by FirstCaribbean International Bank to abide by any of the terms and conditions of FirstCaribbean International Bank's agreements with, or to meet any of its obligations or duties owed to, me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between FirstCaribbean International Bank and me, the Customer or any Person;
 - k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors, managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
 - l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that FirstCaribbean International Bank may deal with me, the Customer and any other Person in any manner without affecting my liability under this Guarantee.

11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from FirstCaribbean International Bank will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay FirstCaribbean International Bank as principal debtor any amount that FirstCaribbean International Bank cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
12. **No Liability for Negligence, etc.** FirstCaribbean International Bank will not be liable to me for any negligence or any breaches or omissions on the part of FirstCaribbean International Bank, or any of its employees, officers, directors or agents, or any receivers appointed by FirstCaribbean International Bank, in the course of any of its or their actions.
13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the FirstCaribbean International Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after FirstCaribbean International Bank receives my notice.
15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by FirstCaribbean International Bank or settled between FirstCaribbean International Bank and the Customer will be conclusive as to that amount being due.
16. **FirstCaribbean International Bank's Priority.**
- a) If any payment made to FirstCaribbean International Bank by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of FirstCaribbean International Bank's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that FirstCaribbean International Bank assign to me any Security held, or any other rights that FirstCaribbean International Bank may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.

- b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, FirstCaribbean International Bank will be entitled to all dividends and other payments until FirstCaribbean International Bank is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
- c) If FirstCaribbean International Bank gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that FirstCaribbean International Bank holds for payment of the Customer's Debts, that will not be considered, as between FirstCaribbean International Bank and me, to be purchase of such Security or payment, satisfaction or reduction to the Customer's Debts.
17. **Assignment and Postponement of Claim.** I postpone in favour of FirstCaribbean International Bank all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until FirstCaribbean International Bank is paid in full. I further assign to FirstCaribbean International Bank all such debts and liabilities, to the extent of the Customer's Debts, until FirstCaribbean International Bank is paid in full. If I receive any moneys in payment of any of such debts and liabilities, I will hold them in trust for, and will immediately pay them to, FirstCaribbean International Bank without reducing my liability under this Guarantee.
18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to FirstCaribbean International Bank an additional amount as is necessary to ensure FirstCaribbean International Bank receives the full amount FirstCaribbean International Bank would have received if no deduction or withholding had been made.
19. **Judgment Currency.** My liability to pay FirstCaribbean International Bank in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or recovery results in FirstCaribbean International Bank's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to FirstCaribbean International Bank in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
20. **Consent to Disclose Information.** FirstCaribbean International Bank may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by FirstCaribbean International Bank. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Definitions.** In this Guarantee:
- a) "Bank Office" means the FirstCaribbean International Bank office noted on the first page of this Guarantee, or such address as FirstCaribbean International Bank may, from time to time, advise me in the manner provided in Section 6;
 - b) "Customer's Debts" means the debts and liabilities that the Customer has incurred or may incur with FirstCaribbean International Bank including, among other things, those in respect of dealings between the Customer and FirstCaribbean International Bank, as well as any other dealings by which the Customer may become indebted or liable to FirstCaribbean International Bank in any manner whatever;
 - c) "Guarantor" means any Person who has guaranteed or later guarantees to FirstCaribbean International Bank any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document.
 - d) "I", "me" and "my" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
 - e) "Person" includes a natural person, personal representative, partnership, company, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
 - f) "Section" means a section or paragraph of this Guarantee; and
 - g) "Security" means any security held by FirstCaribbean International Bank as security for payment of the Customer's Debt's and includes, among other things, any and all guarantees.

P.O. Box 68 George Town, Grand Cayman
BANK OFFICE (insert mailing address and postal code)

GUARANTEE

For valuable consideration, I, the undersigned guarantor, agree with FirstCaribbean International Bank (Cayman) Limited and any successors or assignees (hereinafter referred to as "FirstCaribbean International Bank") as follows:

- Customer's Name. The name of the customer whose debts I am guaranteeing is:
EMPIRE DEVELOPMENT COMPANY LIMITED. (The "Customer").
- Guarantee. I guarantee payment to FirstCaribbean International Bank of all the Customer's Debts. My liability under this Guarantee is:
 - unlimited
 - limited to the principal sum of \$ 650,000.00 plus interest and expenses in accordance with Section 5.

NOTE: IF NEITHER BOX (a) NOR BOX (b) IS CHECKED OFF, OR IF BOTH ARE CHECKED OFF, OR IF BOX (b) IS CHECKED OFF BUT NO FIGURE IS INSERTED IN THE BLANK, THEN BOX (a) ALONE WILL BE CONSIDERED TO HAVE BEEN CHECKED OFF.

- Governing Law. This Guarantee is governed by the laws of the Cayman Islands. I irrevocably agree to submit to the non-exclusive jurisdiction of its courts.
- Copy Received. I acknowledge having received a copy of this Guarantee.

NOTE: THE "ADDITIONAL TERMS AND CONDITIONS OF THIS GUARANTEE" ON THE FOLLOWING PAGES FORM PART OF THE GUARANTEE.

Dated this 06th day of December, 2010

TADWIS LAWLEY
WITNESS'S NAME (record in full)

MR. LEWIS EBANKS
GUARANTOR'S NAME (record in full)

[Signature]
WITNESS'S SIGNATURE

[Signature]
GUARANTOR'S SIGNATURE

P.O. Box 10009
WITNESS'S ADDRESS

P.O. Box 10009
GUARANTOR'S ADDRESS

GR. Cayman KY1-1001

Grand Cayman KY1-1001

Note: (i) If the Guarantor is a company, two officers of the Company are required to sign. The Office (such as "Director" or "Secretary") of the person signing should be noted below that person's signature. The company's seal should be affixed.

(ii) If the Guarantor is an individual, a red wafer seal is advisable, but not mandatory.

ADDITIONAL TERMS AND CONDITIONS OF THIS GUARANTEE

- Payment On Demand. I will immediately pay FirstCaribbean International Bank on demand:
 - the amount (and in the currency) of the Customer's Debts (but if Section 2(b) applies, subject to that limitation), plus any expenses (including all legal fees and disbursements) incurred by FirstCaribbean International Bank in enforcing any of FirstCaribbean International Bank's rights under this Guarantee; and
 - interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgement, at the rates (and in the currency) applicable to the corresponding Customer's Debts.
- Making Demand. Demand and any other notices given under this Guarantee will be conclusively considered to have been made upon me when the envelope containing it, addressed to me (or, if there is more than one Person signing this Guarantee, to any one of us) at the last address known to FirstCaribbean International Bank, is deposited, in a post office, or is personally delivered to that address. I will give FirstCaribbean International Bank immediate written notice, addressed to the Manager of the Bank Office, of each and every change of my address.
- No Setoff or Counterclaim. I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Customer or FirstCaribbean International Bank.

8. **Application of Moneys Received.** FirstCaribbean International Bank may apply all moneys received from me, the Customer or any other Person (including under any Security that FirstCaribbean International Bank may from time to time hold) upon such part of the Customer's Debts as FirstCaribbean International Bank considers appropriate.
9. **Exhausting Recourse.** FirstCaribbean International Bank does not need to exhaust its recourse against the Customer or any other Person or under any Security FirstCaribbean International Bank may from time to time hold before being entitled to full payment from me under this Guarantee.
10. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will FirstCaribbean International Bank be responsible or owe any duty (as a fiduciary or otherwise) to me, nor will FirstCaribbean International Bank's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following events:
- a) any termination, invalidity, unenforceability or release by FirstCaribbean International Bank of any of its rights against the Customer or against any other Person or of any Security;
 - b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Customer's Debts or to any credit extended by FirstCaribbean International Bank to the Customer; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Customer or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by FirstCaribbean International Bank in respect of, or in the course of, doing any of these things;
 - c) accepting compositions from or granting releases or discharges to the Customer or any other Person, or any other dealing with the Customer or any other Person or with any Security that FirstCaribbean International Bank considers appropriate;
 - d) any unenforceability or loss of or in respect of any Security held from time to time by FirstCaribbean International Bank from me, the Customer or any other Person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to FirstCaribbean International Bank's fault or any other reason;
 - e) the death of the Customer; any change in the Customer's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Customer or the Customer's business;
 - f) any change in my financial condition or that of the Customer or any other Guarantor (including insolvency and bankruptcy);
 - g) if I am or the Customer is a Company, any change of effective control, or if I am or the Customer is a partnership, a dissolution or any change in the membership;
 - h) any event, whether or not attributable to FirstCaribbean International Bank, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Customer or any Guarantor, or to have resulted in the initiation of any such proceedings;
 - i) FirstCaribbean International Bank's filing of any claim for payment with any administrator, provisional liquidator, trustee, receiver, custodian or other similar officer appointed for the Customer or for all or substantially all of the Customer's assets;
 - j) any failure by FirstCaribbean International Bank to abide by any of the terms and conditions of FirstCaribbean International Bank's agreements with, or to meet any of its obligations or duties owed to, me, the Customer or any Person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between FirstCaribbean International Bank and me, the Customer or any Person;
 - k) any incapacity, disability, or lack or limitation of status or of the power of the Customer or of the Customer's directors, managers, officers, partners or agents; the discovery that the Customer is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Customer's Debts; or
 - l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, me, the Customer or any other Person in respect of either the Customer's Debts or my liability under this Guarantee.

For greater certainty, I agree that FirstCaribbean International Bank may deal with me, the Customer and any other Person in any manner without affecting my liability under this Guarantee.

11. **Principal Debtor.** All moneys and liabilities (whether matured or unmatured, present or future, direct or indirect, absolute or contingent) obtained from FirstCaribbean International Bank will be deemed to form part of the Customer's Debts, notwithstanding the occurrence of any one or more of the events described in Section 10(k). I will pay FirstCaribbean International Bank as principal debtor any amount that FirstCaribbean International Bank cannot recover from me as Guarantor immediately following demand as provided in this Guarantee.
12. **No Liability for Negligence, etc.** FirstCaribbean International Bank will not be liable to me for any negligence or any breaches or omissions on the part of FirstCaribbean International Bank, or any of its employees, officers, directors or agents, or any receivers appointed by FirstCaribbean International Bank, in the course of any of its or their actions.
13. **Continuing Guarantee.** This is a continuing guarantee of the Customer's Debts.
14. **Terminating Further Liability.** I may discontinue any further liability to pay the Customer's Debts by written notice to the FirstCaribbean International Bank Office. I will, however, continue to be liable under this Guarantee for any of the Customer's Debts that the Customer incurs up to and including the 30th day after FirstCaribbean International Bank receives my notice.
15. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by FirstCaribbean International Bank or settled between FirstCaribbean International Bank and the Customer will be conclusive as to that amount being due.
16. **FirstCaribbean International Bank's Priority.**
- a) If any payment made to FirstCaribbean International Bank by the Customer or any other Person is subsequently rendered void or must otherwise be returned for any reason, I will be liable for that payment (but if Section 2(b) applies, subject to that limitation). Until all of FirstCaribbean International Bank's claims against the Customer in respect of the Customer's Debts have been paid in full, I will not require that FirstCaribbean International Bank assign to me any Security held, or any other rights that FirstCaribbean International Bank may have, in connection with the Customer's Debts, and I will not assert any right of contribution against any Guarantor, or claim repayment from the Customer, for any payment that I make under this Guarantee.

- b) If the Customer is bankrupt, or (if the Customer is a corporation) liquidated or wound up, or if the Customer makes a bulk sale of any assets under applicable law, or if the Customer proposes any composition with creditors or any scheme of arrangement, FirstCaribbean International Bank will be entitled to all dividends and other payments until FirstCaribbean International Bank is paid in full, and I will remain liable under this Guarantee (but if Section 2(b) applies, subject to that limitation).
- c) If FirstCaribbean International Bank gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that FirstCaribbean International Bank holds for payment of the Customer's Debts, that will not be considered, as between FirstCaribbean International Bank and me, to be purchase of such Security or payment, satisfaction or reduction to the Customer's Debts.
17. **Assignment and Postponement of Claim.** I postpone in favour of FirstCaribbean International Bank all debts and liabilities that the Customer now owes or later may from time to time owe to me in any manner until FirstCaribbean International Bank is paid in full. I further assign to FirstCaribbean International Bank all such debts and liabilities, to the extent of the Customer's Debts, until FirstCaribbean International Bank is paid in full. If I receive any moneys in payment of any of such debts and liabilities, I will hold them in trust for, and will immediately pay them to, FirstCaribbean International Bank without reducing my liability under this Guarantee.
18. **Withholding Taxes.** Unless a law requires otherwise, I will make all payments under this Guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, I will pay to FirstCaribbean International Bank an additional amount as is necessary to ensure FirstCaribbean International Bank receives the full amount FirstCaribbean International Bank would have received if no deduction or withholding had been made.
19. **Judgment Currency.** My liability to pay FirstCaribbean International Bank in a particular currency (the "First Currency") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "Other Currency") except to the extent the tender or recovery results in FirstCaribbean International Bank's effective receipt of the full amount of the First Currency so payable. Accordingly, I will be liable to FirstCaribbean International Bank in an additional cause of action to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
20. **Consent to Disclose Information.** FirstCaribbean International Bank may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, reporting agency or other Person.
21. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more Persons sign this Guarantee, each Person's liability will be joint and several. This Guarantee is in addition and without prejudice to any Security of any kind now or in the future held by FirstCaribbean International Bank. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.
22. **Definitions.** In this Guarantee:
- "Bank Office" means the FirstCaribbean International Bank office noted on the first page of this Guarantee, or such address as FirstCaribbean International Bank may, from time to time, advise me in the manner provided in Section 6;
 - "Customer's Debts" means the debts and liabilities that the Customer has incurred or may incur with FirstCaribbean International Bank including, among other things, those in respect of dealings between the Customer and FirstCaribbean International Bank, as well as any other dealings by which the Customer may become indebted or liable to FirstCaribbean International Bank in any manner whatever;
 - "Guarantor" means any Person who has guaranteed or later guarantees to FirstCaribbean International Bank any or all of the Customer's Debts, whether or not such Person has signed this Guarantee or another document.
 - "I", "me" and "my" mean the Person who has signed this Guarantee, and if two or more Persons sign, each of them;
 - "Person" includes a natural person, personal representative, partnership, company, association, organization, estate, trade union, church or other religious organization, syndicate, joint venture, trust, trustee in bankruptcy, government and government body and any other entity, and, where appropriate, specifically includes any Guarantor;
 - "Section" means a section or paragraph of this Guarantee; and
 - "Security" means any security held by FirstCaribbean International Bank as security for payment of the Customer's Debts and includes, among other things, any and all guarantees.